Financing Agreement

(Casamance Development Pole Project)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated November 22, 2013
CREDIT NUMBER 5305-SN

FINANCING AGREEMENT

AGreement dated November 22, 2013, entered into between REPUBLIC OF SENEGAL ("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.

1.03. Notwithstanding any provision to the contrary in the General Conditions:

(a) each of the Project Implementing Entities shall be deemed a Project Implementing Entity for purposes of the General Conditions, regardless of whether or not it is party to a Project Agreement; and

(b) in the case of a Project Implementing Entity which is not a party to a Project Agreement, all references to obligations of the Project Implementing Entity under a Project Agreement shall be construed as references to obligations of the Project Implementing Entity arising under this Agreement and the relevant Subsidiary 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 credit in an amount equivalent to twenty-six million five hundred thousand Special Drawing Rights (SDR 26,500,000) (variously, "Credit" 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).

2.05. The Payment Dates are 15 February and 15 August in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall: (a) cause Parts A and B of the Project to be carried out by the Project Implementing Entities; and (b) carry out Part C of the Project through the Steering Committee and its Coordination Office, all in accordance with the provisions of Article IV of the General Conditions and the respective Subsidiary Agreements.

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 Events of Suspension consist of the following:

(a) Any of the Project Implementing Entities’ Legislations has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of any of the Project Implementing Entity to perform any of its obligations under any of the Subsidiary Agreements.
(b) Any of the Subsidiary Agreements is amended, suspended, waived, canceled or terminated, in whole or in part, without the Recipient having obtained the Association’s prior written approval.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) Each of the Subsidiary Agreements has been executed on behalf of the Recipient and each of the Project Implementing Entities.

(b) The Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.B.1(a) of Schedule 2 to this Agreement.

(c) The Recipient has recruited a coordinator for the Coordination Office, in accordance with the provisions of Section I.A.1(b) of Schedule 2 to this Agreement.

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

5.03. The Effectiveness Deadline is the date ninety (90) 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 responsible for economy and finance.

6.02. The Recipient’s Address is:

Rue Rene Ndiaye
B.P. 4017
Dakar
Senegal

Cable: MINIFINANCES
Telex: 3203 G
Facsimile: +221-33-821-1630
Dakar

6.03. The Association’s Address is:

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

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

Authorized Representative
Name: _______________________
Title: _______________________

INTERNATIONAL DEVELOPMENT ASSOCIATION

Authorized Representative
Name: Vera Songwe
Title: Country Director
SCHEDULE 1

Project Description

The objectives of the Project are to: (i) enhance youth and female farmers’ agricultural productivity with respect to certain selected crops; and (ii) improve transport linkages in isolated rural communities in targeted areas of the Casamance region.

The Project consists of the following parts:

Part A: **Support to Agricultural Production, Post-harvest, and Marketing for Selected Value-chains**

Carrying-out of a program aiming at increasing rice productivity and overall rice production among smallholders to improve food security, through:

1. Rehabilitation, conversion and development of selected rice valleys and horticulture perimeters, and provision of small scale post-harvest infrastructure.

2. Provision of assets to enhance the production of rice, horticulture and oysters, and to increase the productivity of the rice, horticulture oysters sub-sectors.

3. Provision of small scale post-harvest infrastructure, including collection points for agricultural produce.

4. Improvement of market access through the development and operation of the IEPB.

Part B: **Rural Accessibility**

Carrying-out of a program aiming at improving accessibility of the most isolated rural communities and improving said communities’ access to roads leading to local markets and agricultural production zones, through:

1. Improvement of the poorest rural communities’ road access, through spot improvements on about 350 km of unclassified roads linking rural communities with districts and urban centers.

2. Rehabilitation and maintenance of about 200 km of selected rural roads to increase access to commercial infrastructure and zones with high agricultural potential.

3. Implementation of a rural roads maintenance pilot project through labor intensive methods.
4. Strengthening of the capacity of the staff and contributors of the ARDs, and of rural communities in the area of general contracting and the maintenance of rural roads.

Part C: Project Implementation and Capacity Building in DDR

1. Strengthening the capacity of key stakeholders, including the Agency for the Renewed Economic Activity in Casamanace through consolidation of peace building processes and the fundamentals of DDR for ex-combatants.

2. Carrying-out of three strategic studies on: (i) developing a cadastral plan; (ii) developing a geo-reference map of interventions in Casamance; and (iii) support to the government in the definition and implementation of a strategy on poles development, which integrates a fiscal framework.

3. Construction of office facilities for the ARDs and provision of related office equipment.
Section I.  Implementation Arrangements

A. Institutional Arrangements.

Central Level

1. Project Steering Committee ("PSC")

   (a) The Recipient shall ensure that, throughout the implementation of the Project, the Project steering committee is maintained, with mandate, resources and composition acceptable to the Association, to be responsible for, inter alia: (i) review and approval of the Annual Work Plans and Budget and the Project’s evaluation and supervision reports; and (ii) the Project’s overall policy, and strategic guidance and oversight.

   (b) Without limitation to the provisions of Section A.1(a) of this Schedule, the Recipient shall ensure that the Coordination Office within the PSC is maintained at all times during the implementation of the Project with functions and responsibilities acceptable to the Association, and supported by qualified and experienced staff in adequate numbers, to ensure prompt and efficient implementation of the Project, assist the Recipient in the implementation of Part C of the Project, and in carrying out the coordination, monitoring, evaluation, fiduciary responsibilities and reporting and communication responsibilities under the Project and the coordination with the Project Implementing Entities as well as with financial and technical partners.

Regional Level

2. Project Implementing Entities

   The Recipient shall cause each of the Project Implementing Entities to maintain, throughout the implementation of the Project, qualified and experienced staff in adequate numbers to ensure the prompt and efficient implementation of Parts A and B of the Project in their respective Casamance regions.

3. AGEROUTE

   The Recipient shall cause AGEROUTE to maintain, throughout the implementation of the Project, qualified and experienced staff in adequate numbers to be responsible for the technical implementation of Part B of the Project.
B. Other Arrangements

1. Project Implementation Manual ("PIM")

(a) The Recipient shall:

(i) prepare, in accordance with terms of reference acceptable to the Association, and furnish to the Association for its review and approval, a proposed implementation manual for the Project containing detailed: (A) administrative, procurement, financial management and accounting arrangements; (B) outline of the operational set-up and processes of the Sub-projects including, inter alia: (i) the procedures for carrying out, monitoring and evaluating the Sub-projects and the procurement and financial requirements thereof; (ii) the organizational structure for implementation of Part A.2 of the Project; (iii) the criteria for identification, registration and selection of the Beneficiaries, the obligations of the Beneficiaries and the mechanisms for verification of compliance with such obligations, and (iv) detailed procedures for coordination and collaboration among the cooperating institutions and other stakeholders in carrying out Part A.2 of the Project; (C) monitoring and evaluation procedures and arrangements for the Project; and (D) implementation arrangements and responsibilities to ensure proper coordination among the various Project implementing parties;

(ii) afford the Association a reasonable opportunity to exchange views with the Recipient on said manual; and

(iii) thereafter adopt such Project implementation manual as shall have been approved by the Association ("Project Implementation Manual" or "PIM").

(b) The Recipient shall ensure that the Project is carried out in accordance with the PIM, and shall not amend or waive any of its provisions without the prior written agreement of the Association.

(c) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

2. Annual Work Plan and Budget

(a) The Recipient shall prepare, and furnish to the Association for its approval, not later than November 30 in each year during the
implementation of the Project, an Annual Work Plan and Budget covering all activities proposed to be carried out in the following calendar year.

(b) The Recipient shall afford the Association a reasonable opportunity to exchange views with it on such proposed plan and budget, and thereafter allocate the necessary counterpart funds and implement or cause to be implemented the Project during such following calendar year in accordance with such Annual Work Plan and Budget, as shall have been approved by the Association.

3. Subsidiary Agreements

(a) To facilitate the carrying out of each of the Project Implementing Entities' respective parts of the Project, the Recipient shall make part of the proceeds of the Financing available to each of the Project Implementing Entities under a Subsidiary Agreement between the Recipient and the relevant Project Implementing Entity, under terms and conditions approved by the Association.

(b) The Recipient shall exercise its rights under each 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.

4. AGEROUTE Agreement

(a) To facilitate the carrying out of the technical aspects of Part B of the Project, the Recipient shall execute an agreement with AGEROUTE, within 6 months from the Effective Date, under terms and conditions approved by the Association (“AGEROUTE Agreement”).

(b) The Recipient shall exercise its rights under the AGEROUTE Agreement in such manner as to protect its interests 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 AGEROUTE Agreement or any of its provisions.

5. Sub-projects

(a) The Recipient shall cause the project Implementing Entities to appraise, approve and monitor the distribution of Agricultural Packages and implementation of Sub-projects in accordance with the provisions of this paragraph B.4 and as elaborated in the relevant chapter of the PIM.
(b) No proposed Sub-project shall be eligible for financing under Part A.2 of the Project unless the Recipient has determined, on the basis of an appraisal conducted in accordance with guidelines acceptable to the Association and elaborated in the PIM, that:

(i) the proposed Sub-project: (A) is technically feasible and economically and financially viable; (B) if, pursuant to the ESMF, one or more Safeguards Instruments are required, such Safeguards instruments have been prepared and approved by the Association in accordance with the provisions of Section D of this Schedule 2, and all measures required to be taken in accordance with said Section D prior to commencement of the activities covered by the Safeguard Instruments have been taken; and (C) does not involve any involuntary resettlement.

(ii) the proposed Beneficiary of a Subproject: (A) enjoys legal personality, and possesses the organization, management, technical capacity and financial resources necessary to carry out the proposed Sub-project; and (B) has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed Sub-project.

(c) The Recipient shall cause each Project Implementing Entity to support Subprojects through the provision of Agricultural Packages for Sub-projects, in each case under a Sub-project agreement to be entered into with the respective Beneficiary on terms and conditions approved by the Association, which shall include the following:

(i) The Project Implementing Entity shall obtain rights adequate to protect the Recipient’s interests and those of the Association, including the right to:

(A) suspend or terminate the right of the Beneficiary to use the Agricultural Packages and return all unused parts thereof, upon the Beneficiary’s failure to perform any of its obligations under the Sub-project agreement; and

(B) require the Beneficiary to:

(1) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the ESMF
(and any Safeguards Instrument required under the Sub-project pursuant to the ESMF), and the Anti-Corruption Guidelines, as applicable;

(2) provide, promptly as needed, the resources required for the purpose;

(3) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives;

(5) at the Association’s or the Recipient’s request, have its financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;

(6) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents;

(7) permit the Association to make any Sub-project agreement and all financial statements audited pursuant to sub-paragraph (5) of this paragraph (c)(i)(B) available to the public in accordance with the Association’s policy on access to information; and

(8) prepare and furnish to the Recipient and the Association all such further information as the Recipient or the Association shall reasonably request relating to the foregoing.

(d) The Recipient shall cause each Project Implementing Entity to exercise its rights and carry out its obligations under each respective Sub-project 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 cause each Project Implementing Entity not to assign, amend, abrogate or waive any Sub-project agreement or any of its provisions.
C. Anti-Corruption

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

D. Safeguards

1. General

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Safeguard Instruments.

2. To that end, the Recipient shall take the following measures:

(a) If any activities included in a proposed Annual Work Plan would, pursuant to the ESMF, require the carrying out of an ESIA or an ESMP, no such activities shall be implemented unless and until said ESIA or ESMP, as applicable, for such activities has been: (A) prepared, in accordance with the ESMF and furnished to the Association as part of the Annual Work Plan; (B) disclosed locally as required by the ESMF; and (C) approved by the Association and publicly disclosed.

(b) If any activities included in a proposed Annual Work Plan would, pursuant to the RPF, require the carrying out of a RAP, no such activities shall be implemented unless and until:

   (i) said RAP for such activities has been: (A) prepared, in accordance with the RPF and furnished to the Association as part of the Annual Work Plan; (B) disclosed locally as required by the RPF; and (C) approved by the Association and publicly disclosed;

   (ii) (A) all measures required to be taken under said RAP prior to the initiation of said activities have been taken, including allocation and payment by the Recipient to the Displaced Persons of the amounts that are required to be paid as compensation in accordance with a schedule acceptable to the Association and other provisions of the relevant RAP; (B) a report, in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP has been prepared and furnished to the Association; and (C) the Association has confirmed that said activities may be commenced.
3. Except as the Association shall agree in writing, the Recipient shall not abrogate, amend, repeal, suspend, waive or otherwise fail to enforce the provisions of the Safeguards Instruments.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of 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. The Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, 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.

4. In order to ensure the timely carrying out of the audits referred to in Part B.3 of this Section II, the Recipient shall recruit, not later than four (4) months after the Effective Date and in accordance with the provisions of Section III of this Schedule, an internal auditor on a part-time basis, and shall select external auditors, all with terms of reference, qualifications and experience satisfactory to the Association.

5. In order to ensure proper financial management of the Project, the Recipient shall set up at the Coordination Office and cause each of the Implementing Entities to establish, not later than two (2) months after the Effective Date, an operational financial management and accounting system, in form and substance acceptable to the Association.
Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works 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, Works and Non-consulting Services

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding, subject to the following additional provisions: (i) bids shall be advertised in national newspapers with wide circulation; (ii) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents; (iii) bidders shall be given an adequate response time to prepare and submit bids, subject to a minimum of four weeks, either following the date of the invitation to bid or the date of availability of the bidding documents, whichever is later; (iv) bids shall be awarded to the lowest evaluated bidder; (v) eligible bidders, including foreign bidders, shall not be precluded from participating; and (vi) no preference margin shall be granted to domestic contractors; (c) Shopping; (d) Direct Contracting; and (e) Force Account.
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) 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) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) 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 Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
2. The Closing Date is June 30, 2019.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, except for works under part C.4 of the Project, non-consulting services, Operating Costs, Training, and consultants' services for the Project</td>
<td>25,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Refund of Preparation Advance</td>
<td>1,100,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>26,500,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
SCHEDULE 3
Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each 15 February and 15 August:</td>
<td></td>
</tr>
<tr>
<td>commencing 15 February 2024 to and including 15 August 2034</td>
<td>1%</td>
</tr>
<tr>
<td>commencing 15 February 2034 to and including 15 August 2054</td>
<td>2%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
APPENDIX

Section I. Definitions

1. “Agency for the Renewed Economic Activity in Casamanace” means a Recipient's agency established pursuant to presidential decree no 2004.822 dated July 1, 2004 for the coordination and implementation of the Recipient's economic activities in Casamance.

2. “AGEROUTE” means the Recipient's road administration agency, established pursuant to decree no. 2010-430 of April 1, 2010.

3. “AGEROUTE Agreement” means the agreement to be executed between the Recipient and AGEROUTE establishing the roles and responsibilities for AGEROUTE's provision of technical advice and coordination with the ARDs for the implementation of Part B of the Project.

4. “Agricultural Packages” means sets of agricultural inputs and equipment to be defined in accordance with the PIM and to be distributed to Beneficiaries.

5. “Annual Work Plan and Budget” means each annual work plan for the Project, together with the budget and financing arrangements therefor, as approved by the Association pursuant to Section I.B.2 of Schedule 2 to this Agreement.


7. “ARDs” means Agences Régionales de Développement, the Recipient's regional development agencies, which are the Project Implementing Entities for purposes of Parts A and B of the Project.

8. “Beneficiary” means a cooperative, youth group or women's group, selected in accordance with the eligibility criteria for Sub-projects set forth in the PIM, to which a Project Implementing Entity proposes to provide Agricultural Packages for a Sub-project.

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

11. "Coordination Office" means the coordination office established within the PSC and operating in accordance with the provisions of Section I.A.1(b) of Schedule 2 to this Agreement.

12. "DDR" means Disarmament, Demobilization and Reintegration.

13. "Displaced Person" 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.

14. "Environmental and Social Impact Assessment" and "ESIA" each means: (i) the environmental and social impact assessment prepared and adopted by the Recipient and published at Infoshop on July 30, 2013, and (ii) any environmental and social impact assessment for the Project, satisfactory to the Association, prepared and adopted by the Recipient in accordance with the provisions of this Agreement.

15. "Environmental and Social Management Framework" and "ESMF" each means, the Recipient’s framework entitled “Cadre de Gestion Environnementale et Sociale” for identification and management of environmental and social issues that may arise within the Project, published at Infoshop on July 30, 2013.

16. "Environmental and Social Management Plan" and "ESMP" each means any environmental and social management plan for the Project, satisfactory to the Association, prepared and adopted by the Recipient in accordance with the provisions of this Agreement.


19. "Operating Costs" means the incremental expenses, approved by the Association under each Annual Work Plan, incurred by the Recipient in connection with Project implementation, management, and monitoring, on account of office space rental and utilities, office supplies, bank charges, communications, vehicle operation and maintenance, insurance charges, building and equipment maintenance, travel and per diem for Project supervision, advertising, and salaries of contractual staff but excluding salaries of members of the Recipient’s civil service.
20. "Pest Management Plan" and "PMP" each mean the pest management plan for the Project, satisfactory to the Association, prepared and adopted by the Recipient and published at Infoshop on July 30, 2013.

21. "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 February 26, 2013 and on behalf of the Recipient on April 5, 2013.


23. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated July 19, 2013 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.

24. "Project Implementation Manual" and "PIM" each mean the Recipient’s plan for the implementation of the Project to be prepared and adopted by the Recipient in accordance with the provisions of Section 1.B.1(a) of Schedule 2 to this Agreement, as such plan may be amended from time to time with the prior written agreement of the Association, and such term includes any schedules and annexes to said plan.

25. "Project Implementing Entities” means each of the following regional development agencies, established pursuant to the Project Implementation Entities’ Legislations: (i) Kolda Regional Development Agency (Agence Régionale de Développement Kolda), responsible for implementing Parts A and B of the Project in the Kolda region; (ii) Sédhiou Regional Development Agency (Agence Régionale de Développement Sédhiou) responsible for implementing Parts A and B of the Project in the Sédhiou region; and (iii) Ziguinchor Regional Development Agency (Agence Régionale de Développement Ziguinchor), responsible for implementing Parts A and B of the Project in the Ziguinchor region.

26. "Project Implementing Entities’ Legislations” means each of the following: (i) Law No. 96-06 of March 22, 1996, creating the Local Government Code (Article 37) and the ARDs; and (ii) Decree No. 2008-517 of May 20, 2008, which established the ARDs.

27. “Project Steering Committee” and “PSC” each mean the Project steering committee established by the Recipient pursuant to presidential decree No. 008848, dated June 12, 2013 and operating in accordance with the provisions of Section I.A.1(a) of Schedule 2 to this Agreement.
28. "Resettlement Action Plan" and "RAP" each means a resettlement action plan for the Project, satisfactory to the Association, prepared and adopted by the Recipient in accordance with the provisions of this Agreement.


30. "Safeguards Instruments" means, collectively, the ESMF, ESIAs, ESMPs, PMP, RPF and RAPs prepared and adopted for this Project.

31. "Sub-project" means a specific development project to be implemented by one or more Beneficiaries under the supervision of one or more Project Implementing Entities under Part B of the Project.

32. "Subsidiary Agreement" means each of the agreements referred to in Section I.B.3 of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to a Project Implementing Entity to carry out Parts A and B of the Project in its respective region.

33. "Training" means the reasonable costs associated with the training, study tours and workshops included in each Annual Work Plan and Budget, comprising travel and subsistence costs for training, study tours and workshop 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 preparation and implementation.