Financing Agreement

(Additional Financing for Emergency Youth Employment and Skills Development Project)

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 16 May, 2015
CREDIT NUMBER 5608-CI

FINANCING AGREEMENT

Agreement dated 14TH, June, 2015, entered into between CÔTE D’IVOIRE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). 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 credit in the amount of thirty-five million five hundred thousand Special Drawing Rights (SDR35,500,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).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 May 15 and November 15 in each year.
2.06. 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 carry out the Project in accordance with the provisions of Article IV of the General Conditions.

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

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.02. 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 obligation) shall terminate is twenty (20) years after the date of this Agreement.
ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its Minister under the Prime Minister in charge of the Ministry of Economy and Finance, or his or her successor.

5.02. The Recipient’s Address is:

Ministry of Economy & Finance
P. O. Box V 163
Abidjan
Côte d’Ivoire

Cable: Facsimile:
MINFIN 225-20-30-25-25
Abidjan 225-20-30-25-28

5.03. The Association’s Address is:

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

Cable: Facsimile:
INDEVAS 1-202-477-6391
Washington, D.C.
AGREED at Abidjan, Côte d'Ivoire, as of the day and year first above written.

**REPUBLIC OF CÔTE D'IVOIRE**

Authorized Representative

Name: **Nialé KABA**

Title: ____________________________

06 MAI 2015

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By

Authorized Representative

Name: ____________________________

Title: ____________________________
SCHEDULE 1

Project Description

The objectives of the Project is to improve access to temporary employment and skills development opportunities for young men and women in the Recipient’s territory.

The Project consists of the following parts:

Part A: Temporary Employment Opportunities for Youth

Providing unemployed young men and women between the ages of eighteen (18) and thirty-five (35) years, who are not enrolled in any form of education, whether formal or informal, with temporary income and job opportunities, while improving communities' social and economic infrastructure by:

1. carrying out a labor-intensive public works (LIPW) program to employ unskilled and low skilled youth primarily in rural areas, to rehabilitate and maintain economic and social infrastructure and provide social services in selected sectors;

2. implementing, through the LIPW program, complementary activities to enhance the future employability and productivity of LIPW participants, such as: (i) a savings program for the payments made to LIPW participants for their services performed under Part A.1 above; and (ii) a short-term pre-orientation program that provides an introduction to business and life skills; and

3. providing, as appropriate for the particular activity carried out under the LIPW, (i) small tools and equipment necessary for the LIPW program, such as wheel barrows and safety vests; and (ii) any health, accident and other insurance coverage required by law and inoculations (such as for tuberculosis and tetanus).

Part B: Skills Development and Employment Support for Youth

Implementing, in close cooperation with the private sector, a program to improve youth employability by providing targeted unskilled and skilled youth with a first work experience and labor market-relevant skills training, such program to include the provision of: (i) apprenticeships in the formal and informal sectors, including with respect to agricultural and rural activities following a Dual Apprenticeship approach; (ii) internships and pre-internship training for reskilling of youth who are long-term unemployed; (iii) entrepreneurship training and self-employment support, particularly with respect to small-scale entrepreneurs, including through Sub-Grants to selected Beneficiaries to provide funding to start microenterprise projects, as specified in the Project Implementation Manual; and (iv) any health, accident and other insurance coverage required by law and any inoculations (such as for tuberculosis and rabies) appropriate for the particular activity.
Part C:  Strengthening Institutional Capacity

Reinforcing the capacity of selected institutions involved in Project implementation to support institutional reforms and develop youth skills and employment, and improving the knowledge base on employment and youth by:

1. carrying out studies and training activities designed to enhance the capacity of participating public and private sector organizations to engage in policy dialogue and to develop, plan, execute and evaluate job creation and skills development programs;

2. carrying out studies and developing data to identify, evaluate and recommend appropriate policies and systems to develop youth skills and employment and establishment and operation of institutional structures responsible for employment policy;

3. communication campaigns to increase awareness of the Project amongst youth and other key stakeholders; and

4. Project coordination and management.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Steering Committee

In order to ensure the proper oversight of the Project and coordination among the Recipient's ministries and agencies responsible for the Project, the Recipient shall maintain throughout the period of Project implementation, with membership, functions and resources satisfactory to the Association, a steering committee chaired by the Minister, or his or her delegate, of the Ministry of State, Ministry of Employment, Social Affairs and Vocational Training (ME-MEAFP), and comprised of representatives of the ministries, regions, and other public and private sector stakeholders involved in the Project, as specified in the Project Implementation Manual, to be responsible for providing overall guidance on and oversight of the Project, and ensuring the coordination of the Project.

2. Project Implementation Unit

(a) The Recipient shall, throughout the period of implementation of the Project, maintain within the ME-MEAFP, a unit with terms of reference and resources acceptable to the Association, supported by qualified and experienced staff in adequate numbers, to be responsible for: (i) managing all Project activities; (ii) maintaining Project accounts and producing financial reports; and (iii) monitoring, evaluating and reporting on Project implementation and impacts (the PIU).

(b) Without limitation upon the foregoing, the Recipient shall, in accordance with the provisions of Section III of this Schedule 2, ensure that the PIU at all times during implementation of the Project maintains adequate resources and staff to implement the Project, satisfactory to the Association, including at a minimum the following staff to support the Project, whose qualifications, experience and terms of reference shall be satisfactory to the Association: (i) a Project coordinator; (ii) two procurement specialists; (iii) a financial management specialist; (iv) a monitoring and evaluation specialist; (v) an internal auditor; and (vi) additional administrative support as needed.
B. Other Implementation Arrangements

1. Delegated Contract Managers for Part A of the Project

(a) Prior to the commencement of any activities under Part A of the Project in a given region, the Recipient shall engage, in accordance with the provisions of Section III of this Schedule, one or more entities whose qualifications, experience and terms and conditions of employment shall be satisfactory to the Association ("Delegated Contract Manager") to be responsible for carrying out, on behalf of the Recipient, such activities in such region, including procurement of goods, works and services and financial management for said activities. Without limitation upon the foregoing, the contract with each Delegated Contract Manager ("Delegated Management Contract") shall contain terms satisfactory to the Association whereby the Delegated Contract Manager shall be required to carry out its activities in a manner fully consistent with the provisions of this Schedule.

(b) The Recipient shall exercise its rights under each Delegated Management Contract in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project. Except as the Association otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive a Delegated Management Contract or any of its provisions.

2. Service Providers for Part B of the Project

(a) Prior to the commencement of any activities under each subpart of Part B of the Project, the Recipient shall engage, in accordance with Section III of this Schedule, a service provider, whose qualifications and experience and terms and conditions of employment shall be satisfactory to the Association to be responsible for carrying out one of said subparts. Without limitation upon the foregoing, the contract with each such service provider ("Service Provider Contract") shall contain terms satisfactory to the Association, pursuant to which said provider shall be required to carry out its subpart of the Project in a manner fully consistent with the provisions of this Schedule.

(b) The Recipient shall exercise its rights under each Service Provider Contract in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project. Except as the Association otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive any such service provider contract 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. Manuals

1. *Financial and Administrative Procedure Manual.* The Recipient shall, not later than two (2) months after the Effective Date: (a) prepare under terms of reference acceptable to the Association, and furnish to the Association for its review, an updated financial and administrative procedure manual; (b) afford the Association a reasonable opportunity to exchange views with the Recipient on said manual; and (c) adopt such financial and administrative procedure manual as shall have been approved by the Association ("Financial and Administrative Procedure Manual").

2. *Project Implementation Manual.* The Recipient shall, not later than three (3) months after the Effective Date: (a) prepare under terms of reference acceptable to the Association, and furnish to the Association for its review, an updated Project implementation manual; (b) afford the Association a reasonable opportunity to exchange views with the Recipient on said manual; and (c) adopt such Project implementation manual as shall have been approved by the Association ("Project Implementation Manual").

3. The Recipient:

(a) shall carry out the Project, in accordance with the Project Implementation Manual and the Financial and Administrative Procedure Manual; and

(b) except as the Association shall otherwise agree in writing, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof. In the event of any inconsistency between this Agreement, on the one hand, and the Project Implementation Manual or Financial and Administrative Manual, on the other hand, the provisions of this Agreement shall prevail.

E. Sub-Projects

1. For purposes of Part B of the Project, the Recipient shall make Sub-Grants to Beneficiaries for the purpose of financing Sub-Projects in accordance with eligibility criteria, Sub-Grant amounts and procedures acceptable to the Association and further described in the Project Implementation Manual.
2. The Recipient shall make each Sub-Grant under a Sub-Grant Agreement with the respective Beneficiary on terms and conditions described in detail in the Project Implementation Manual. The Recipient shall in each Sub-Grant Agreement obtain rights adequate to protect its interests and those of the Association, including the right to:

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

(B) require each Beneficiary to:

(i) carry out the 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, 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 Sub-Project;

(iii) procure the goods, works and services to be financed out of the Sub-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 Association, the progress of the Sub-Project and the achievement of its objectives;

(v) if required under the Project Implementation Manual: (x) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-Project; and (y) at the Association’s or the Recipient’s request, have such 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;

(vi) enable the Recipient and the Association to inspect the Sub-Project, its operation and any relevant records and documents;
(vii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association may reasonably request relating to the foregoing; and

(viii) promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of the Sub-Project, or the performance by the Beneficiary of its obligations under the Sub-Grant Agreement.

3. The Recipient shall exercise its rights under each Sub-Grant Agreement in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant.

4. Except as otherwise agreed in writing with the Association, the Recipient shall not assign, amend, abrogate or waive any Sub-Grant Agreement or any of its provisions.

F. Safeguards

1. The Recipient shall take, and cause to be taken, all necessary measures to ensure that the Project shall be implemented in accordance with the ESMF, RPF, ESMPs and RAPs.

2. Except as the Association shall otherwise agree in writing, the Recipient shall ensure, and cause to ensure, that none of the provisions of the ESMF, RPF, ESMPs and RAPs shall be abrogated, amended, repealed, suspended or waived.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall take, and cause to take all measures necessary on its part to regularly collect, compile and submit to the Association, on a semi-annual basis, reports on the status of compliance with the ESMF, RPF, ESMP and RAPs, if any, giving details of:

(a) measures taken in furtherance of such ESMF, RPF, ESMP and RAPs;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF, RPF, ESMP and RAPs; and

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

4. If any activity under the Project requires the adoption of an ESMP and/or a RAP, the Recipient shall:
(a) prepare such ESMP and/or RAP in accordance with the ESMF and/or RPF, as the case may be, furnish such ESMP and/or RAP to the Association for review and approval and, following approval by the Association, adopt such ESMP and/or RAP prior to commencing the carrying out of the activity in question; and

(b) maintain, and cause to be maintained, policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Association, the implementation of the ESMF, RPF, ESMPs and RAPs, if any, and the achievement of their respective objectives.

5. If the Project develops into any geographical areas not covered by the existing ESMF and/or RPF, the ESMF and/or RPF, as the case may be, shall be updated in a manner satisfactory to the Association not later than six (6) months after the Effective Date and prior to the commencement of any LIPW.

G. Agreed Annual Work Plans

1. Agreed Annual Work Plans

(a) The Recipient shall:

(i) through the PIU, prepare under terms of reference acceptable to the Association, and furnish to the Association, not later than November 30 of each year during the period of Project implementation, for the Association’s review and approval, an annual work plan of activities (including proposed and training and workshops) proposed for inclusion in the Project during the following calendar year, together with: (A) a budget and financing plan for such activities and a timetable for their implementation; and (B) all Safeguards Instruments for such activities required pursuant to Section 1.F of this Schedule; and

(ii) thereafter, carry out the Project with due diligence during such following calendar year in accordance with such annual work plan as shall have been approved by the Association (“Agreed Annual Work Plan”) and with any such required Safeguards Instrument.

(b) Only activities included in an Agreed Annual Work Plan shall be eligible for inclusion in the Project.
2. **Training and Workshops**

The Recipient shall ensure that in preparing any training or workshops proposed for inclusion in the Project under an Agreed Annual Work Plan it shall identify in the work plan: (a) the objective and content of the training or workshop envisaged; (b) the selection method of institutions or individuals conducting such training or workshop; (c) the expected duration and an estimate of the cost of said training or workshops; and (d) the personnel selected to attend the training or the workshop.

**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 the indicators acceptable to the Association set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) 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 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. 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 proper maintenance of the financial management system referred to in paragraph 1 of this Section II.B and the timely carrying out of the audits referred to in paragraph 3 of said Section, the Recipient shall: (a) not later than two (2) months after the Effective Date, complete configuration of existing accounting software to reflect the Project, (b) not later than three (3) months after the Effective Date, appoint one additional accountant specifically to support the Project, and (c) not later than four (4) months after the Effective Date, engage an external auditor; all under terms of reference and in accordance with the provisions of Section III of this Schedule.
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 III 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 and National Competitive Bidding.

2.  **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) National Competitive Bidding (subject to paragraph 3 of this Part B); (b) Shopping; (c) procurement under Framework Agreements in accordance with procedures which shall have been found acceptable to the Association prior to their use; (d) Direct Contracting; (e) Force Account; (f) Procurement from an agency of the United Nations which shall have been approved by the Association prior to the use of such method; (g) Well-established Private Sector Procurement Methods or Commercial Practices which shall have been found acceptable to the Association prior to their use; (h) Procurement under Public Private Partnership Arrangements in accordance with procedures which shall have been found acceptable to the Association prior to their use; and (i) Community Participation procedures which shall have been found acceptable to the Association prior to their use.

3.  **Special Provisions for National Competitive Bidding.** Neither the use of point systems during the bidding process nor the delay in the date of opening bids when
less than three bids are submitted, shall be applied under National Competitive Bidding.

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 table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used: (a) Quality-based Selection; (b) Least Cost Selection; (c) Selection based on Consultants’ Qualifications; (d) Single-source Selection of consulting firms; (e) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (f) 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 IV, 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:
<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, non-consulting services, consultants’ services, Training, and Operating Costs under Part A of the Project</td>
<td>10,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, Training, and Operating Costs under Part B of the Project (excluding Sub-Grants under subcomponent B(iii))</td>
<td>17,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Sub-Grants under subcomponent B(iii) of Part B of the Project</td>
<td>3,600,000</td>
<td>100% of amount disbursed</td>
</tr>
<tr>
<td>(4) Goods, works, non-consulting services, consultants’ services, Training, and Operating Costs under Part C of the Project</td>
<td>3,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>35,500,000</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 for payments made prior to the date of this Agreement.

2. No withdrawal shall be made under Category 3 (Sub-Grants) unless a list of the Beneficiaries, acceptable to the Association, has been provided to the Association, and the qualification of such Beneficiaries has been verified and found to comply with the criteria stipulated in the Project Implementation Manual, as confirmed by the Association.

3. The Closing Date is June 30, 2019.
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 May 15 and November 15, commencing May 15, 2021, to and including November 15, 2052</td>
<td>1.5625%</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.
## 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 May 15 and November 15, commencing May 15, 2021, to and including November 15, 2032</td>
<td>1.5625%</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. “Agreed Annual Work Plan” means the annual work plan of activities under the Project, prepared by the Recipient and approved by the Association in accordance with the provisions of Section I.G of Schedule 2 to this Agreement.

2. “Affected Persons” means persons who, on account of the execution of the Project or any Part thereof: (A) have experienced or would experience direct economic and social impacts caused by 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 persons must move to another location; or (B) have or would have their right, title, or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, or otherwise adversely affected temporarily or permanently.


4. “Beneficiary” means a recipient, as sub-grantee, of a Sub-Grant in accordance with criteria specified in the Project Implementation Manual.

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


7. “Delegated Contract Manager” means a manager engaged by the Recipient pursuant to in Section I.B.1 of Schedule 2 to this Agreement.

8. “Delegated Management Contract” means each contract between the Recipient and a Delegated Contract Manager, pursuant to Section I.B.1 of Schedule 2 to this Agreement, as such contract may be amended from time to time with written agreement of the Association, and such term includes all schedules to the Delegated Management Contract.

9. “Displaced Persons” means a 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.

10. "Dual Apprenticeship" means an approach that combines practical, on-the-job training with theoretical education through a vocational institution to ensure an optimal blend of theory and practice.

11. "Environmental and Social Management Framework" and "ESMF" each means the Recipient's document entitled "Plan Cadre de Gestion Environnementale et Sociale" (PCGES) dated September 2014 and disclosed on February 13, 2015, which details: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening, as such ESMF may be amended from time to time with the prior written consent of the Association.

12. "Environmental and Social Management Plan" and "ESMP" each means the Recipient's document prepared and disclosed in accordance with the ESMF, which details: (i) the measures to be taken during the implementation the Project to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (ii) the actions needed to implement these measures.

13. "Financial and Administrative Procedure Manual" means the manual, updated from the Original Project to be adopted by the Recipient and approved by the Association, to be applied by the Recipient in accordance with the provisions of Section 1.D of Schedule 2 to this Agreement, outlining administrative, financial management, and accounting arrangements, as the same may be amended from time to time with the prior approval of the Association, and such term includes any annexes to the Financial and Administrative Procedure Manual.


15. "Labor Intensive Public Works" and "LIPW" each means the public works program to be implemented under Part A of the Project.

16. "Ministry of State, Ministry of Employment, Social Affairs and Vocational Training" and "ME-MEAFP" each means the "Ministère d'Etat, Ministère de l'emploi, des affaires sociales et de la formation professionnelle", the Recipient's ministry responsible for employment, social affairs and vocational training, and any successor thereto.

17. "Operating Costs" means the reasonable cost of the following expenditures required for the Project: office supplies, vehicle, office equipment and office
operation and maintenance, communication and insurance costs, banking charges, rental expenses, utilities, transport, accommodation and per diem for Project supervision carried out by Project staff, and salaries of Project contractual staff (but excluding the salaries of officials of the Recipient’s civil service).

18. “Original Grant” means the grant provided to the Recipient to finance the activities under the Original Project as described in the Original Grant Agreement.

19. “Original Grant Agreement” means the agreement between the Association and the Recipient for the Original Project providing for the Original Grant for an amount of SDR 31,000,000, dated October 3, 2011, as amended to date.

20. “Original Project” means the Project described in the Original Grant Agreement.


22. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated February 13, 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.

23. “Project Implementing Unit” and “PIU” means the unit to be established in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.

24. “Project Steering Committee” means the steering committee (comité de pilotage) established for purposes of the Project in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

25. “Project Implementation Manual” means the manual updated from the Original Project to be adopted by the Recipient, outlining implementation, organizational and procurement arrangements, as shall have been agreed with the Association for purposes of Project implementation and shall be applied by the Recipient in accordance with the provisions of Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior approval of the Association, and such term includes any schedules or annexes to the Project Implementation Manual.

26. “Resettlement Action Plan” means the Recipient’s document prepared and disclosed in accordance with the RPF, which may be a resettlement action plan (RAP) or an abbreviated resettlement action plan (ARAP), and which, inter alia: (i) contains a census survey of Displaced Persons and valuation of assets, (ii) describes compensation and other resettlement assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance
redress, and arrangements for monitoring and evaluation, and (iii) contains a timetable and budget for the implementation of such measures.

27. "Resettlement Policy Framework" and "RPF" each means the Recipient's document entitled "Cadre de Politique de Reinstallation des Populations" (PCPRP) dated September 2014 and disclosed on February 13, 2015, containing guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons, as such RPF may be amended from time to time with the prior written consent of the Association.

28. "Safeguards Instrument" means any and all ESMF, RPF, ESMP and RAP.

29. "Service Provider" means each service provider engaged by the Recipient pursuant to Section I.B.2 of Schedule 2 to this Agreement.

30. "Service Provider Contract" means the contract concluded between the Recipient and a Service Provider pursuant to Section I.B.2 of Schedule 2 to this Agreement.

31. "Sub-Grant" means a grant to be made to a Beneficiary out of the proceeds of the Credit under Part B of the Project.

32. "Sub-Grant Agreement" means the agreement providing the Sub-Grant to be entered into between a Beneficiary and a Delegated Contract Manager or Service Provider, or as otherwise specified in the Project Implementation Manual.

33. "Sub-Project" means a specific set of activities to be carried out by a Beneficiary in accordance with the terms and conditions specified in the Project Implementation Manual and the Sub-Grant Agreement.

34. "Training" means the reasonable costs associated with training and workshop participation under the Project, consisting of travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course or workshop preparation and implementation.