Global Partnership on Output-based Aid
Grant Agreement

(Rural Electrification Hybrid System Project)

between

REPUBLIC OF MALI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as Administrator of the Global Partnership on Output-based Aid

Dated December 23, 2013
GLOBAL PARTNERSHIP ON OUTPUT-BASED AID
GRANT AGREEMENT

AGREEMENT dated December 23, 2013, entered into between:

REPUBLIC OF MALI ("Recipient"); and

INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Global Partnership on Output-based Aid ("GPOBA").

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall cause the Project to be carried out by the Rural Electrification and Household Energy Service Agency ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.
Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant from various sources in the following amounts, which in aggregate equal five million United States Dollars ($5,000,000) ("Grant"), to assist in financing the Project.

The total Grant amount will be financed as follows:

(a) the amount of four million six hundred and twenty thousand United States Dollars ($4,620,000) (Portion A of the Grant) by the Department for International Development (DFID) (TF015897); and

(b) the amount of three hundred and eighty thousand United States Dollars ($380,000) (Portion B of the Grant) by the Multi Donor Trust Fund (MDTF) (TF015961).

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

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

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) 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.

(b) Any Co-financing has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to implement the Project or to perform any of its obligations under the Agreement.
The World Bank has determined after the Project becomes effective, pursuant to the provisions of Section 5.01 of this Agreement (Effective Date), that prior to such date but after the signing of the Grant Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if the Grant had been effective on the date such event occurred.

Article V
Effectiveness; Termination

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

(a) The Subsidiary Agreement satisfactory to the World Bank has been executed on behalf of the Recipient and the Project Implementing Entity.

(b) The Recipient, through Project Implementing Entity, has adopted the Project Implementation Manual (the "PIM") in terms and conditions satisfactory to the World Bank.

(c) The Co-financing Agreements have been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

5.02. Except as the Recipient and the World Bank shall otherwise agree, the Effective Date of the Grant Agreement shall be the date upon which the World Bank dispatches to the Recipient notice that the requirement under Section 5.01 has been fulfilled. If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if the Grant Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this subparagraph until such events have ceased to exist.

5.03. The Grant Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.
Article VI
Recipient’s Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Minister of Economy and Finance.

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

Ministry of Economy and Finance
BP 234
Bamako
Republic of Mali

Facsimile: 223 20 22 19 14 / 223 20 23 16 54

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

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

Cable: INDEVAS  Telex: 248423 (MCI) or 64145 (MCI)  Facsimile: 1-202-477-6391

AGreed at Bamako, Mali, as of the day and year first above written.

REPUBLIC OF MALI

By

Authorized Representative
Name: Bouare Filé Cissoko
Title: Minister of Economy and Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the
Global Partnership on Output-based Aid

By

Authorized Representative
Name: Ousmane Diagana
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to expand access to modern energy services in rural areas of the Recipient and to increase renewable energy generation in target areas.

The Project consists of the following part:

Part 1. Mini-grid Extension and Densification

1.1. Output-based Subsidies for Off-Grid Access

Provision of output based subsidies to selected operators for providing access to electricity to low income households in rural areas through off-grid solutions aimed at financing the cost of rural connections, including rural mini-grids and Solar Home Systems (SHSs), and internal wiring.

1.2. Independent Verification

Provision of consultants' services for carrying out independent verifications of the output based subsidies provided for under Part 1 of the Project.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

Project Implementing Entity

1. The Recipient shall vest responsibility for implementation of the Project in the Rural Electrification and Household Energy Service Agency (AMADER) as Project Implementing Entity and shall ensure the Project to be headed by AMADER Director General.

2. The Project Implementing Entity shall be responsible for Project coordination, implementation, and monitoring and evaluation, as well as administrative, financial management, procurement, and disbursements under the Project, including ensuring compliance with safeguards measures and procedures, and carrying out the regular progress reports under the Project.

B. Subsidiary Agreement

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

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

C. Project Implementation Manual

The Recipient shall cause the Project Implementation Entity to carry out the Project in accordance with the Project Implementation Manual.

D. Sub-Grants Agreements

1. To facilitate the carrying out of Part 1.1 of the Project, the Recipient shall, through the Project Implementing Entity, enter into an implementation agreement with each participating private operator ("Participating Operator")
(“Sub-Grant Agreements”), under terms and conditions acceptable to the World Bank and set forth in the PIM, providing for the subsidies payments to be made under the minimum following conditions:

(i) 80% of subsidy amount payable after the receipt by the World Bank of an output verification report, satisfactory to the World Bank, indicating: (A) new mini-grid metered connection and internal wiring, including 3 CFLs per household; and (B) new SHS and internal wiring, including 3 CFLs per household;

(ii) 20% of subsidy amount payable after the receipt by the World Bank of an output verification report, satisfactory to the World Bank, indicating: (A) working connection after three months and payment of the bills by at least 80% of beneficiaries; and (B) operating and maintenance service for SHSs after three months and payment of the fee for service by at least 80% of beneficiaries.

E. Independent Verification Agent

The Recipient shall appoint, in accordance with the provisions of Section III of Schedule 2 hereof, and thereafter maintain at all times during the implementation of the Project, independent verification agents to audit and verify eligible outputs submitted by each Participating Operator under the Project as a basis for disbursement requests, in accordance with the provisions of the PIM.

F. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the „Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 („Anti-Corruption Guidelines”).

G. Safeguards

1. The Recipient shall cause the Project Implementing Entity to ensure that the Project is carried out in accordance with the provisions of the Environmental and Social Management Framework (ESMF). Where the ESMF requires that an Environmental and Social Management Plan (ESMP) be prepared for an activity under the Project, the Project Implementing Entity shall, in accordance with the ESMF, prepare such a plan, in form and substance satisfactory to the Association, and disclose it, before the implementation of such activity.

2. The Recipient shall cause the Project Implementing Entity to ensure that the Project is carried out in accordance with the provisions of the Resettlement Policy Framework (RPF). Where the RPF requires that a Resettlement Action Plan (RAP) should be prepared for an activity under the Project, the Project
Implementing Entity shall, in accordance with the terms of the RPF, prepare such RAP in form and substance satisfactory to the Association, disclose it, and execute it before the implementation of such activity.

3. The Recipient shall ensure that Chance Find Procedures are followed in cases where physical cultural resources are found during the course of Project implementation. The Recipient shall further ensure that Chance Find Procedure clause are included in civil works contracts and that such clauses are enforced during the course of Project implementation.

4. In case of any conflict between the terms of the Safeguard Documents referred to in sub-paragraph (1) of this paragraph and those of this Agreement, the terms of this Agreement shall prevail.

H. Annual Work Plan

1. The Recipient shall carry out the implementation of the Project on the basis of annual work programs which shall have been prepared by October 31 of each year and approved by January 15 of each year, in terms and conditions satisfactory to the Association, and which shall include: (a) an assessment of the feasibility and priority of the activities envisaged, based on Project performance indicators; and (b) such other administrative, financial and organizational arrangements as shall be required for the implementation of the envisaged activities.

2. The Recipient shall: (a) review and furnish to the Association for its approval, not later than December 15 in each Fiscal Year during the implementation of the Project, the proposed annual work plan (including activities for the following Fiscal Year and related budget); (b) afford the Association a reasonable opportunity to exchange views with the Recipient on said proposed plan; and (c) thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such annual work plan as shall have been approved by the Association (“Annual Work Plan”).

3. The Recipient shall not make or allow to be made any change to the Annual Work Plan without prior approval in writing by the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

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

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

B. Financial Management; Financial Reports; Audits

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

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

3. The Recipient shall cause the Project Implementing Entity to submit Annual Financial Statements satisfactory to the Association and in accordance with the provisions of PIM. The Annual Financial Statements shall contain, inter alia: (i) a statement of sources and uses of funds which includes all cash receipts, cash payments and cash balances; (ii) a statement of commitments; (iii) accounting policies adopted and explanatory notes; and (iv) a management assertion that Project funds have been expended for the intended purposes.

4. 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: (i) furnished to the Association not later than six (6) months after the end of such period; and (ii) audited annually by an external auditor selected based on qualifications satisfactory to the Association.

Section III. Procurement

A. General

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

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

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and 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 method, 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) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank.

3. Additional Provisions for NCB. The Additional Provisions for National Competitive Bidding are as follows:

a) Even though the Public Procurement Code does not apply to small contracts, the procedures will require that for such contracts, a competitive method be used;

b) In addition to the advertisement through a General Procurement Notice in the United Nations Development Business (UNDB) on-line and on the
Bank’s external website, bids would be advertised in national widely
 circulated newspapers;

c) All eligible firms, including foreign bidders, shall be allowed to
 participate in NCB procedures;

d) No domestic preference would be granted to domestic bidders or bidders
 from the West African Economic and Monetary Union (WAEMU)
countries and for domestically manufactured goods;

e) Bidders would be given at least four weeks to submit bids from the date
 of availability of the bidding documents;

f) The evaluation and award process of alternative bids would be revised to
 be concordant with the Bank’s Procurement Guidelines;

g) Procurement entities would use appropriate standard bidding documents
 acceptable to the Association;

h) Each bidding document and contract financed out of IDA financing
 would include provisions on matters pertaining to fraud and corruption as
defined in paragraph 1.16(a) of Procurement guidelines;

i) In accordance with paragraph 1.16(a) of procurement guidelines, each
 bidding document and contract financed out of the proceeds of the
 Financing Agreement would provide that:

(a) Bidders, suppliers, contractors and subcontractors would permit
 the Association, at its request, to inspect their accounts and
 records relating to the bid submission and contract performance,
 and to have such accounts and records audited by auditors
 appointed by the Association, and

(b) Any deliberate and material violation by the bidder, supplier,
 contractor or sub-contractor of such a provision may be
 described as obstructive practice, as defined in paragraph
 1.16(a)(v) of the Procurement Guidelines; and

j) The Association may recognize, at the request of the borrower, any
 exclusion from participation as a result of debarment under the national
 system, provided that the debarment is for offenses involving fraud,
 corruption or similar misconduct, and further provided that the
 Association confirms that the particular debarment procedure afforded
 due process and that the debarment decision is final.
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 method, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (a) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank.

D. Review by the World Bank of Procurement Decisions

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

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of Portion A of the Grant Allocated (expressed in USD)</th>
<th>Amount of Portion B of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods and consultants' services under the Project</td>
<td>200,000</td>
<td>100,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Output-based Subsidies for Participating Operators under Part 1.1 of the Project</td>
<td>4,420,000</td>
<td>280,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>4,620,000</td>
<td>380,000</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. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2018.

Section V. **Other Undertakings**

The Recipient shall ensure that:

(i) not later than four (4) months after the Effective Date, the Project Implementing Entity has appointed an external financial auditor for the Project under terms of reference, and with qualifications and experience satisfactory to the Association;

(ii) not later than three (3) months after the Effective Date, the Project Implementing Entity has purchased and installed a new accounting software factoring in its ability to generate financial statements; and

(iii) not later than two (2) months after the Effective Date, the Project Implementing Entity has appointed a procurement specialist for the Project, under terms of reference, and with qualifications and experience satisfactory to the Association.
APPENDIX

Section I. Definitions


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

3. “Chance Find Procedures” means the procedures to be followed in cases where Physical Cultural Resources are found during the course of Project implementation the Project which require that the Project Implementing Entity take the appropriate safeguarding measures, including temporary suspension of activity in the site and reporting to the public entity in charge of cultural property.

4. “Co-financier” means the Association or SREP (all and each of them herein defined) and “Co-financiers” means, collectively, the Association and SREP.

5. “Co-financing” means, for purposes of paragraph 11 of the Appendix to the General Conditions, an amount of 16,300,000 SDR, to be provided by the Association and an amount of 14,900,000 USD to be provided by SREP to assist in financing the Project.

6. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.


8. “Environment and Social Management Framework” or “ESMF” means the Recipient’s document prepared under HEURA Project, as revised and disclosed for the purposes of this Project in country on October 17, 2013, setting out mitigation, enhancement, monitoring, and institutional measures identified by the Recipient to eliminate any adverse environmental and social impacts of Project activities, offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules to said Framework.
9. “Environmental and Social Management Plan” or “ESMP” means the plan prepared and adopted by the Project Implementing Entity as provided for in the ESMF describing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and social impacts under the Project, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the Association.

10. “Fiscal Year” or “FY” means the twelve (12) month period, commencing on January 1st and ending on December 31st.


12. “HEURA” or “HEURA Project” means the Household Energy and Universal Access Project financed under the Development Credit Agreement between the Recipient and the Association, dated January 7, 2004, as amended to the date of this Agreement (Credit No. 3828 MLI) and under the Financing Agreement for an Additional Financing for Household Energy and Universal Access Project between the Recipient and the Association, dated October 3, 2008 (Credit No. 4503-ML).

13. “Independent Verification Agent” means the agent referred to in Section I.D.2 of Schedule 2 to this Agreement.


15. “Legislation on Rural Electrification” means the Recipient’s relevant legislation regulating the organization of the energy sector, including: (i) the rules and procedures for the selection and authorization of the private rural operators; and (ii) the procedures regarding the financing for investments set forth in financing agreements concluded between AMADER and the private rural operators (“conventions de financement”).

16. “MEW” means the Recipient’s Ministry of Energy and Water, or any successor(s) thereto.

17. “Operating Costs” means incremental expenses incurred by the Project Implementing Entity, based on the Annual Work Plans as approved by the Association, on account of the Project implementation, including in-country travel, office materials and supplies (stationary and other consumables, but not the purchase of equipment), office rentals and maintenance, utilities (including electricity and water), communication costs (including telephone and internet charges), equipment rental, operation maintenance and repair, and transport cost
of the staff related to Project supervision activities in the field (including per
diem).

18. “Output-based Subsidies” means the subsidies to be paid to a Participating
Operator in accordance with the provisions set-forth in Section I.D of Schedule 2
to this Agreement.

19. “Participating Operator” means each private rural distributor company selected
by the AMADER to perform the activities under Part 1.1 of the Project.

20. “Physical Cultural Resources” means movable or immovable objects, sites,
structures, groups of structures, and natural features and landscapes that have
archaeological, paleontological, historical, architectural, religious, aesthetic, or
other cultural significance.

21. “Project Implementation Manual” or “PIM” means the manual to be adopted
by AMADER in accordance with the provisions of Article 5.01(b) to this
Agreement, setting out implementation, organizational, monitoring and
evaluation, environmental and social monitoring and mitigation, and procurement
arrangements and procedures, financial management arrangements and
procedures for purposes of implementation of the Project, as the same may be
amended from time to time with the prior written concurrence of the Association,
and such term includes any schedules to said Manual.

and Non-consulting Services under IBRD Loans and IDA Credits and Grants by
World Bank Borrowers” dated January 2011.

23. “Procurement Plan” means the Recipient’s procurement plan for the Project,
dated October 25, 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 Implementing Entity” or “AMADER” means the Recipient’s Rural
Electrification and Household Energy Service Agency (Agence Malienne pour le

25. “Project Implementing Entity’s Legislation” means Recipient’s Decree No. 03-
006/P-RM of May 21, 2003 and Decree No.03- 226/P-RM of May 30, 2003.

26. “Resettlement Action Plan” or “RAP” means the plan approved by the
Association for the Project, prepared by the Project Implementing Entity on the
basis of the RPF, as said document may be amended or supplemented from time
to time with the prior written agreement of the Association and subject to the initial consultation and disclosure requirements carried out on the RAP.

27. "Resettlement Policy Framework" or "RPF" means the Recipient's document prepared under HEURA Project, as revised for the purposes of this Project and disclosed in country on October 17, 2013, setting out arrangements for the resettlement and compensation of persons affected by potential changes in land use associated with activities to be implemented under the Project, as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules to said Framework.

28. "Sub-Grant Agreement" means the agreement to be entered into between the Project Implementing Entity and each Participating Operator (herein defined) or any other authorized operator participating in the Project and "Sub-Grant Agreements" means, collectively, all such Sub-Grant Agreements.

29. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.

30. "UNWomen program" means the "Energy for the reduction of gender inequality in Mali" program being conducted in partnership with AMADER and other non-governmental organizations.