Financing Agreement

(Disaster Risk Management and Urban Development Project)

between

REPUBLIC OF NIGER

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 16, 2013
CREDIT NUMBER 5340-NE

FINANCING AGREEMENT

AGREEMENT dated December 16, 2013, entered into between the REPUBLIC OF NIGER (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

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

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixty five million one hundred thousand Special Drawing Rights (SDR 65,100,000) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”) except Part 1.2(a)(ii) and Part 1.3(e).

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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).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 April 1 and October 1 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 the Euro.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project 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 Additional Conditions of Effectiveness consist of the following:

(a) The Recipient has established the Project Steering Committee in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

(b) The Recipient has established the PCU and recruited to the PCU, a Project coordinator, a financial management specialist, an accountant, a procurement specialist, an environmental specialist and a monitoring and evaluations specialist, in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement and established the four PIUs in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement.

(c) The Recipient has adopted the Project Implementation Manual in accordance with Section I.C of Schedule 2 to this Agreement.

(d) The Least Developed Country Fund Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals thereunder (other than the effectiveness of this Agreement) have been fulfilled.

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

4.03. 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 (20) years after the date of this Agreement.
ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is the Recipient’s minister responsible for planning.

5.02. The Recipient’s Address is:

Ministère du Plan, de l’Aménagement du Territoire et du Développement Communautaire
B.P. 862
Niamey
Republic of Niger

Telephone:
+227 20 73 69 87 (General Secretariat)
+227 20 72 36 17 (Cabinet Minister)

5.03. 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
AGREED at Niamey, Republic of Niger, as of the day, month and year first above written.

REPUBLIC OF NIGER

By

Authorized Representative

Name: H.E. Amadou Boubacar Cisse
Title: Minister of State, Minister of Planning, Territorial Improvement and Community Development

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Ousmane Diagana
Title: Country Director for Niger
SCHEDULE 1

Project Description

The objective of the Project is to improve the Recipient’s resilience to natural hazards through: (i) selected disaster risk management interventions in targeted project sites; and (ii) strengthening of the Recipient’s capacity to respond promptly and effectively to an eligible crisis or emergency.

The Project consists of the following parts:

Part 1: Flood Risk Management Investments

1.1 Drainage, irrigation and socio-economic priority infrastructure, including:

(a) Construction and/or rehabilitation of drainage canals and collectors and development of waste management systems; (b) rehabilitation of drinking water supplies and social infrastructures; and (c) rehabilitation of irrigated perimeters.

1.2 Flood protection infrastructure, including: (a) improvement of river bank protection through (i) mechanical and (ii) biological processes; (b) stabilization of sandy intermittent streams (“koris”); and (c) rehabilitation and upgrading of dikes.

1.3 Rehabilitation of watersheds, including: (a) development of sustainable land and water management practices; (b) rehabilitation and development of pond control structures; (c) sand dune fixation; (d) reshaping or re-profiling of drainage canals; and (e) land restoration measures.

Part 2: Capacity Building for Urban Development and Disaster Risk Management

2.1 Support to elected officials, municipal services and civil society, including: (a) strengthening of local government’s fiduciary and technical capacity, collaboration frameworks (inter-government management), information management systems and capacity; and (b) development of regional and municipal development, sanitation and land use master plans.

2.2 Development of national capacities with a crosscutting approach focusing on institutional collaboration and integration of Project activities into the Recipient’s relevant institutions through, inter alia: (a) the development of a national sanitation policy on storm water, wastewater, basic sanitation, and solid waste; (b) capacity strengthening for planning in urban and rural areas; and (c) provision of equipment and training to monitor river water levels and flows and maintain irrigated perimeters.
2.3 Strengthen disaster risk management capacities at the national and local levels, through, *inter alia*, risk evaluation, risk reduction, emergency preparedness and response, through activities such as the development of risk atlas (hazard exposure, vulnerability and loss probability information), development of real-time multi-hazard information systems for proper monitoring of risk and available resources, provision of equipment and training for emergency response, preparation of standard operating procedures for early warning and response, preparation of guidelines for safe construction practices, and mainstreaming of disaster risk reduction and climate adaptation into the development process.

*Part 3: Project Management*

Project coordination, management and monitoring, preparation of financial audits and periodic evaluations, and provision of goods, Training, Operating Costs and consultants’ services required therefor.

*Part 4: Capacity to Respond Promptly and Efficiently to an Eligible Crisis or Emergency*

Providing immediate response to an Eligible Crisis or Emergency, as needed, including mitigation, recovery and reconstruction.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. National Steering Committee

   (a) The Recipient shall establish and maintain, at all times during the implementation of the Project, a Project steering committee with a mandate, composition and resources satisfactory to the Association ("National Steering Committee").

   (b) Without limitation upon the provisions of paragraph (a) of Section I.A.1 of this Schedule 2, the National Steering Committee shall be chaired by a representative of the Recipient's minister responsible for planning and shall be comprised of, inter alia, a representative of the Recipient's prime minister's office and ministries responsible for finance, agriculture, urban development, environment, water resources and interior; official representatives of the Target Regions; and a representative of the Niger Municipality Association.

   (c) The National Steering Committee shall meet at least twice annually and shall be responsible for Project oversight, including inter alia: (i) reviewing the proposed Annual Work Plans and Budgets for the Project; (ii) providing overall Project oversight and guidance, and (iii) identifying necessary Project adjustments based on monitoring and evaluation reports.

2. Project Coordination Unit

   (a) The Recipient shall establish and maintain at all times until the completion of the Project, a Project coordination unit within Recipient's ministry responsible for planning with terms of reference and resources satisfactory to the Association ("PCU").

   (b) Without limitation upon the provisions of Paragraph (a) of Section I.A.2 of this Schedule 2, the PCU shall at all times: (i) be comprised of qualified and experienced personnel in adequate numbers, and to this end, inter alia, recruit a Project coordinator, a financial management specialist, a principal accountant, a procurement specialist, an environmental specialist and a monitoring and evaluations specialist in accordance with Section III of this Schedule 2, all with qualifications and terms of reference acceptable to the Association; (ii) be responsible for
the day-to-day Project coordination, including: (A) preparing proposed overall Annual Work Plan and Budget for the Project, updating the Procurement Plan and consolidating the Project reports for the National Steering Committee; (B) carrying out all Project procurement activities including developing and maintaining a comprehensive procurement filing system for the Project; and (C) coordination of monitoring and evaluation activities for the Project.

3. Regional Project Implementation Units

(a) Notwithstanding the provisions of Section I.A.2 to this Schedule 2, the Recipient shall establish and maintain at all times during the implementation of the Project, a regional Project implementation unit in each of the four target regions of the Project with a mandate, composition and resources satisfactory to the Association ("PIU").

(b) Without limitation upon the provisions of paragraph (a) of Section I.A.3 of this Schedule 2, each PIU shall at all times be comprised of qualified and experienced personnel in adequate numbers and to this end, (i) shall be led by an official representative of the applicable Target Region and (ii) shall be comprised of, inter alia, relevant technical specialists and regional representatives of the Recipient’s ministry responsible for urban development, water resources, agriculture, and environment, including, that the Recipient shall, no later that four (4) months after effectiveness, recruit a procurement officer and accountant to each PIU in accordance with Section III of this Schedule 2, with qualifications and terms of reference acceptable to the Association.

(c) Each PIU shall be responsible for the day to day implementation and management of the Project in the applicable Target Region.

4. Central and local governments

The Recipient’s relevant ministries, regional departments of said ministries and municipalities of the Target Regions shall provide support to the PCU and each PIU, as applicable, through, inter alia, the identification of activities, preparation of designs, plans and estimates for Project activities, monitoring and evaluation of the activities, as the case may be, each in its respective area of competence.

B. Anti-Corruption

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

1. The Recipient shall prepare, under terms of reference acceptable to the Association, and furnish to the Association for approval a proposed implementation manual for the Project, setting forth, *inter alia*, the detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) disbursement and financial management; (iii) procurement; (iv) environmental and social safeguards management; and (v) monitoring, evaluation, reporting and communication.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on the proposed Project implementation manual, and shall thereafter adopt such manual as shall have been approved by the Association ("Project Implementation Manual").

3. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Implementation Manual, or any provision thereof.

4. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Annual Work Programs and Budgets

1. Not later than November 30 in each calendar year (or two month after the Effective Date for the first year of Project implementation), the Recipient shall prepare and furnish to the Association: (i) a draft annual work plan and budget for the Project (including Training and Operating Costs) for the subsequent calendar year of Project implementation, of such scope and detail as the Association shall have reasonably requested; as well as (ii) any Supplemental Social and Environmental Safeguard Instruments which are required for the implementation of the activities included in the draft annual work plan and budget.

2. The Recipient shall afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association ("Annual Work Plan and Budget"). Only those activities that are consistent with the Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.

3. For any training proposed to be included in an Annual Work Plan and Budget, the Recipient shall, *inter alia*, identify: (a) particulars of the training envisaged;
(b) the criteria for selection of the personnel to be trained, and such personnel if known; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association’s prior written approval.

E. Safeguards

1. The Recipient shall implement the Project in accordance with the relevant Safeguards Instruments, and shall, to that end:

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

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

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

   (b) if any activity under the Project would involve Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under a Supplemental Social and Environmental Safeguard Instrument prepared in accordance with the RPF including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall, for each Supplemental Social and Environmental Safeguard Instrument, regularly collect, compile and furnish to the Association reports in form and substance satisfactory to the Association, on the status of compliance with each Supplemental Social and Environmental Safeguard Instrument, as part of the Project Reports, giving details of:
(a) measures taken in furtherance of such Supplemental Social and Environmental Safeguard Instrument;

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

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

3. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

4. The Recipient shall ensure that:

(a) all terms of reference for any technical assistance and studies to be carried out under the Project are consistent with the Association’s environmental and social safeguard policies; and

(b) in any Project activity that may support the drafting of regulatory instruments for the purpose of regional and municipal development and land use planning, due attention will be given to said policies.

F. Immediate Response Mechanism

In order to ensure the proper implementation of Part 4 of the Project, the Recipient shall:

1. (a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for Part 4, including:

   (i) designation of, terms of reference for, and resources to be allocated to, the entity to be responsible for coordinating and implementing Part 4 of the Project (“Coordinating Authority”);

   (ii) specific activities which may be included in Part 4 of the Project, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion;

   (iii) financial management arrangements for Part 4 of the Project;

   (iv) procurement methods and procedures for Emergency Expenditures to be financed under Part 4 of the Project;
(v) documentation required for withdrawals of Emergency Expenditures;

(vi) environmental and social safeguard management frameworks, including any Environmental and Social Screening and Assessment Framework for Part 4 of the Project, consistent with the Association's policies on the matter; and

(vii) any other arrangements necessary to ensure proper coordination and implementation of Part 4 of the Project;

(b) afford the Association a reasonable opportunity to review said proposed operations manual;

(c) promptly adopt such operations manual for said Part 4 of the Project as shall have been approved by the Association ("IRM Operations Manual");

(d) ensure that Part of the Project is carried out in accordance with the IRM Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the IRM Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) refrain from amending, suspending, abrogating, repealing or waiving any provision of the IRM Operations Manual without prior approval by the Association.

2. The Recipient shall, throughout the implementation of Part 4 of the Project, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall undertake no activities under Part 4 of the Project (and no activities shall be included in said Part of the Project) unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in Part 4 of the Project in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the IRM Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. 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 (1) calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 4.08 of the General Conditions. The Completion Report shall be furnished to the Association not later than three (3) months after the Closing Date.

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 (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

4. In order to ensure the timely carrying out of the audits referred to in Section II. B.2, the Recipient shall, no later than three (3) months after the Effective Date, recruit an internal auditor in accordance with the provisions of Section III of this Schedule 2.

5. In order to ensure the timely carrying out of the audits referred to in Section II. B.3, the Recipient shall recruit, no later than four (4) months after the Effective Date, an external auditor in accordance with the provisions of Section III of this Schedule 2.

6. In furtherance of the provisions of this Section II.B of Schedule 2 to this Agreement, no later than two (2) months after the Effective Date, the Recipient shall establish, within the PCU, a computerized financial and accounting system...
satisfactory to the Association, and successfully train relevant staff in the use thereof.

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:
### Procurement Method

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Limited International Bidding</td>
</tr>
<tr>
<td>(b)</td>
<td>National Competitive Bidding, subject to the additional procedures set forth in paragraph 3 below</td>
</tr>
<tr>
<td>(c)</td>
<td>Direct Contracting</td>
</tr>
<tr>
<td>(d)</td>
<td>Shopping</td>
</tr>
<tr>
<td>(e)</td>
<td>Community Participation in Procurement procedures which have been found acceptable to the Association and are outlined in the Project Implementation Manual</td>
</tr>
</tbody>
</table>

3. **Requirements for National Competitive Bidding.** The procedures to be followed for National Competitive Bidding shall be those set forth in the Recipient’s Procurement Code of December 29, 2011, as revised from time to time in a manner deemed acceptable to the Association, subject, however, to the modifications described in the following paragraphs required for compliance with the Procurement Guidelines:

   (a) eligible bidders, including foreign bidders, shall not be precluded from participating;

   (b) standard bidding documents acceptable to the Association shall be used for any procurement process under NCB;

   (c) invitation to bids shall be advertised in a national newspaper of wide circulation;

   (d) bidders shall be given at least thirty (30) days from the date of the invitation to bid or the date of availability of bidding documents, whichever is later, to prepare and submit bids;

   (e) no domestic or regional preference shall be given for domestic or regional bidders or for domestically or regionally manufactured goods or for bidders forming a joint venture with a national firm or for bidders proposing national sub-contractors or for bidders carrying out economic activities in the territory of the Recipient;

   (f) qualification criteria shall only concern a bidder’s overall capability and financial capacity to perform the contract, taking into account objective and measurable factors. All qualification criteria shall be clearly specified in the bidding documents;
a contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no “blanket” limitation to the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents;

information on all contract awards shall be published in at least a national newspaper of wide circulation;

each bidding document and contract financed from the proceeds of the Financing shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of the Procurement Guidelines. The Association may sanction a firm or individual, at any time, in accordance with prevailing Association sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded an Association-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or service provider of an otherwise eligible firm being awarded an Association-financed contract;

in accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed from the proceeds of the Financing shall provide that: (i) the bidders, suppliers, and contractors and their subcontractors, agents, personnel, consultants, service providers or suppliers, shall permit the Association, at its request, to inspect their accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Association; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines; and

fees charged for bidding documents shall be reasonable and reflect only the cost of printing and delivery to the prospective bidders.

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:

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Selection under a Fixed Budget</td>
</tr>
<tr>
<td>(b) Least Cost Selection</td>
</tr>
<tr>
<td>(c) Selection based on Consultants’ Qualifications</td>
</tr>
<tr>
<td>(d) Single Source Selection</td>
</tr>
<tr>
<td>(e) Selection of Individual Consultants</td>
</tr>
</tbody>
</table>

D. **Procurement of Emergency Expenditures under Part 4 of the Project**

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for Part 4 of the Project shall be procured in accordance with the procurement methods and procedures set forth in the IRM Operations Manual.

E. **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 Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
### Table

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant 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 for Parts 1, 2 and 3 of the Project</td>
<td>64,050,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Emergency Expenditures under Part 4 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance</td>
<td>1,050,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>65,100,000</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:

   (a) for payments made prior to the date of this Agreement; or

   (b) under Category (2), unless and until the Association is satisfied and so indicates by written notification to the Recipient, that all of the following conditions have been met with respect to activities under Part 4 of the Project:

      (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities under Part 4 of the Project in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

      (ii) the Recipient has prepared and disclosed all Safeguards Instruments required for said activities, and the Recipient has
implemented any actions which are required to be taken under said safeguard Instruments, all in accordance with the provisions of Section I.F.3(b) of this Schedule 2;

(iii) the Recipient’s Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.F.2 of this Schedule 2 to this Agreement, for the purposes of said activities; and

(iv) the Recipient has adopted an IRM Operations Manual in form, substance and manner acceptable to the Association and the provisions of the IRM Operations Manual remain - or have been updated in accordance with the provisions of Section I.F.1(c) of this Schedule 2 so as to be - appropriate for the inclusion and implementation of said activities under the Part 4 of the Project.

2. The Closing Date is June 30, 2020.
### 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 April 1 and October 1:</td>
<td></td>
</tr>
<tr>
<td>commencing April 1, 2024, to and including October 1, 2033</td>
<td>1%</td>
</tr>
<tr>
<td>commencing April 1, 2034, to and including October 1, 2053</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

Definitions

1. “Affected Person” means a person who as a result of: (i) the involuntary taking of land under the Project is affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood; and “Affected Person” means any of the Affected Persons.

2. “Annual Work Plan and Budget” means the annual work plan and budget as prepared by the Recipient for and approved by the Association in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.


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


6. “Coordinating Authority” means the entity or entities designated by the Recipient in the IRM Operations Manual and approved by the Association pursuant to Section I.F.1 of Schedule 2 to this Agreement, to be responsible for coordinating Part 4 of the Project.

7. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

8. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the IRM Operations Manual in accordance with the provisions of Section I.F.1(a)(ii) of Schedule 2 to this Agreement and required for the activities included in Part 4 of the Project.

9. “Environmental and Social Management Framework” and “ESMF” mean the framework disclosed in the Recipient’s territory on October 14, 2013, and at the Association’s Infoshop on October 15, 2013, in form and substance satisfactory to the Association, outlining environmental and social implementation procedures, mitigation measures and monitoring procedures for the Project, as
said framework may be amended from time to time with the Association's prior written approval.

10. "Environmental and Social Management Plan" and "ESMP" mean a plan, approved by the Association for the Project, to be prepared by the Recipient, if required by the ESMF, proposing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and resettlement impacts, 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.

11. "Environmental and Social Screening and Assessment Framework" means the environmental and social screening and assessment framework included in the IRM Operations Manual, if any.


13. "IRM Operations Manual" means the operations manual referred to in Section I.F.1 of this Agreement, to be adopted by the Recipient for Part 4 of the Project in accordance with the provisions of said Section.

14. "LDCF Grant" means the six million six hundred and forty-nine thousand three hundred and fifteen Dollars ($6,649,315) grant to be provided by LDCF to the Recipient in accordance with Least Developed Country Fund Grant Agreement.

15. "Least Developed Country Fund" or "LCDF" means the trust fund established in 2001 under the United Nations Framework Convention on Climate Change (UNFCCC) at its seventh session in Marrakesh to address the needs of least developed countries whose economic and geophysical characteristics make them particularly vulnerable to the impact of global warming and climate change.

16. "Least Developed Country Fund Grant Agreement" means the grant agreement to be entered between the Recipient and the International Development Association acting as an administrator of the Least Developed Country Fund for the financing of a part of the Project, as the same may be amended from time to time, and such terms includes all schedules to the Least Developed Country Fund Grant Agreement.

17. "National Steering Committee" means the steering committee of the Project to be established and maintained by the Recipient in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.

19. "Operating Costs" means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications' expenses, but excluding the salaries of officials and public servants of the Recipient's civil service.

20. "PCU" means the coordination unit to be established and maintained within the Recipient's ministry responsible for planning in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.

21. "Pest Management Plan" or "PMP" means a plan of the Recipient disclosed in the Recipient's territory on October 14, 2013, and at the Association's Infoshop on October 15, 2013, in form and substance satisfactory to the Association, to minimize and manage the environmental and health risks associated with pesticide use and promote and support safe, effective and environmental sound pest management, as the same may be amended from time to time with the agreement of the Association.

22. "PIU" means a regional implementation unit of the Project to be established and maintained by the Recipient in the Target Regions in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement.

23. "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 and the Recipient on July 23, 2013.


26. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 8, 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.
27. "Project Implementation Manual" means the implementation manual to be established and maintained by the Recipient in accordance with the provisions of Section I.C of Schedule 2 to this Agreement, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; and (e) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project, as the same may be amended from time to time with the prior written consent of the World Bank.

28. "Resettlement Action Plan" and "RAP" mean a plan prepared by the Recipient and approved by the Association for the Project, to outline the mitigation measures for addressing any resettlement risks associated with the Project, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to the initial consultation and disclosure requirements carried out on the RAP.

29. "Resettlement Policy Framework" and "RPF" mean the document disclosed for the purposes of the Project, in the Recipient's territory on October 14, 2013, and at the Association's Infoshop on October 15, 2013, outlining the policies and procedures to be implemented in the event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the Association, and such term includes any schedules to such document.

30. "Safeguards Instruments" means the ESMF, the RPF, the PMP and any Supplemental Social and Environmental Safeguard Instruments.

31. "Supplemental Social and Environmental Safeguard Instruments" mean any ESMP, RAP or other supplemental social and environmental safeguard instruments as required under the terms of any of the ESMF, RPF or Environmental and Social Screening and Assessment Framework referred to under Section F.1(a)(vi) of Schedule 2 to this Agreement.

32. "Target Regions" means the following regions in the Recipient’s territory: Niamey, Tillabéri, Dosso and Diffa.

33. "Training" means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: 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 training preparation and implementation.