Global Environment Facility
Amended and Restated
Grant Agreement
(Integrated Disaster and Land Management Project)
between

REPUBLIC OF TOGO
and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

Dated 9 October 2013
GLOBAL ENVIRONMENT FACILITY
AMENDED AND RESTATED
GRANT AGREEMENT

AGREEMENT dated October 9, 2013, entered into between:

REPUBLIC OF TOGO (“Recipient”);

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010 (“Standard Conditions”), 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 Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project through the Technical Secretariat in accordance with the provisions of Article II of the Standard Conditions.

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 in an amount equal to five million four hundred and fifty-three thousand seven hundred and four United States Dollars ($5,453,704) ("Grant" or "Financing") to assist in financing the Project.

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 GEF trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. 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 fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds. Accordingly, in the event that any donor cancels or fails to pay any contributions under the trust fund to the World Bank for any reason, or that as a result of currency exchange variations the amount of funds available in the trust fund is insufficient for the purposes of the Grant, the Recipient shall bear the risk of such funding shortfall and the World Bank shall not have any liability whatsoever to the Recipient or to any third parties in respect of any expenditures or liabilities incurred by the Recipient or any third parties in connection with this Agreement which exceed the amount of funds made available to the World Bank by the donors for the purposes of the Grant.

Article IV
Additional Remedies

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

(a) The NPDRR’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the NPDRR or Technical Secretariat to perform any of its obligations under this Agreement.

(b) The World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this 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 this Agreement had been effective on the date such event occurred.
Article V

Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

(b) Each Co-financing Agreement has been executed and delivered and all conditions precedent to the effectiveness of each such Co-financing Agreement or to the right of the Recipient to make withdrawals under each such Co-financing Agreement (other than the effectiveness of this Agreement) have been fulfilled.

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

(d) The Recipient has: (i) appointed the following staff to the Technical Secretariat: a Project coordinator, assistant Project coordinator, a procurement officer, a financial management specialist, a disaster risk management specialist, a sustainable land management specialist, a safeguards specialist, a monitoring and evaluation specialist, a secretary and a driver; and (ii) recruited a financial management and procurement consultant, all in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement.

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

5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a) of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing on behalf of the Recipient that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement ("Effective Date"). 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 this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event has ceased to exist.

5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 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 its minister responsible for finance.

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

Ministère de l’Économie et des Finances
Immeuble CASEF
B.P. 387
Lomé, Togo

Facsimile:
(228) 22109095

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

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Washington, D.C., USA, as of the day and year first above written.

REPUBLIC OF TOGO

By

Authorized Representative

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

By

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to strengthen the institutional capacity of targeted institutions to manage the risk of flooding and land degradation in targeted rural and urban areas.

The Project consists of the following parts:

Part A: Institutional Strengthening and Public Awareness Activities

Implementation of a program of activities to strengthen the institutional capacity of select public and non-governmental disaster risk reduction and sustainable land management entities in the Target Area, consisting of, inter alia:

1. Provision of emergency communication and water pumping equipment and the related skills training to the Recipient’s National Civil Defense Department.

2. Provision of operations related equipment and training to the Technical Secretariat.

3. Rehabilitation and equipping of a National Fire Brigade base in a location within the Target Area.

4. Provision of training and equipment to select national, regional and local institutions involved in managing and promoting sustainable land management.

5. Design and implementation of awareness campaigns on the risks, prevention methods and readiness and response plans to flooding and land degradation and the promotion of sustainable land management techniques and benefits.

Part B. Climate-Change Adaptation and Sustainable Land Management Community-Based Activities

Implementation of a program of community-based interventions in the management of disaster risk and land degradation, consisting of, inter alia:

1. Design and piloting of community-based interventions aimed at improving select canals, rivers and reservoirs in the watershed and flood prone locations within the Target Area.
2. Design and implementation of community-based interventions aimed at improving sustainable land management in select sites within the Target Area.

3. Preparation (for possible implementation outside the Project) of sustainable participatory management plans and financing plans for select protected areas and forests within the Target Area.

4. Design of small income generation activities for select communities within the Target Area.

Part C. Development of Early Warning, Environmental Monitoring and Knowledge Systems

Implementation of a program of activities to develop early warning systems, environmental monitoring systems and disaster risk and land sustainability knowledge systems, consisting of, *inter alia*:

1. Development of a nation-wide early warning system through the enhancement of collaboration and communication among the National Meteorological Department, the National Hydrology Department, the Ministry of Water and Sanitation and the Togolese Red Cross and the provision of related equipment and training to said entities.

2. Development of a climate and monitoring system to provide information on, *inter alia*, vegetation cover, land use, carbon sequestration estimates, geospatial data, and bush fires.

3. Carrying out of: (a) a partial update of the national cartography, (b) an update of the hydrology and settlement study for a select location within the Target area, and (c) a risk assessment to identify appropriate disaster risk mitigation investments and risk transfer mechanisms in select locations within the Target Area.


Part D. Project Management

Project coordination, management and monitoring, preparation of financial audits and periodic evaluations.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Project 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 ("Project Steering Committee").

(b) Without limitation upon the provisions of paragraph (a) of Section I.A.1 of this Schedule 2, the Project Steering Committee shall be comprised of, inter alia, representatives of the Recipient’s ministries at the time responsible for environment, agriculture and water.

(c) The Project Steering Committee shall meet at least once every semester and shall be responsible for Project oversight, including inter alia: (i) reviewing the proposed Annual Work Plans and Budgets for the Project, reviewing the draft annual implementation and audit reports, as well as the Procurement Plan prepared by the Technical Secretariat; (ii) overseeing overall implementation and performance of the Project and providing policy guidance; and (iii) identifying necessary Project adjustments based on monitoring and evaluation results.

2. Technical Secretariat

(a) The Recipient shall maintain throughout Project implementation, the Technical Secretariat in form and substance and with functions and resources satisfactory to the Association.

(b) Without limitation upon the provisions of Paragraph (a) of Section I.A.2 of this Schedule 2, the Technical Secretariat shall at all times be comprised of qualified and experienced personnel in adequate numbers, and to this end, the Recipient shall: (i) appoint, inter alia: a Project coordinator, assistant Project coordinator, a procurement officer, a financial management specialist, a disaster risk management specialist, a sustainable land management specialist, a safeguards specialist, a monitoring and evaluation specialist, a secretary and a driver; and (ii) recruit in accordance with the provisions of Section III.C of this Schedule 2, a financial management and procurement consultant (for Parts A, C, and D of the Project) to serve for a period of no less than 18 months from the Effective Date; all with
qualifications, experience and terms of reference acceptable to the World Bank.

(c) The Technical Secretariat shall be responsible for the day-to-day Project coordination and implementation, including: (i) preparing proposed annual work plans of activities for inclusion in the Project, and updating the procurement plan and related budgets and consolidating Project Reports for the Project Steering Committee’s review; (ii) carrying out (or causing to be carried out) Project financial management and Project procurement activities; and (iii) monitoring and evaluating the Project.

3. Service Agreement

(a) To facilitate the carrying out of Part B of the Project, the Recipient (through the Technical Secretariat) shall enter into service agreements with service providers (“Service Providers”), selected on the basis of terms of reference, qualifications and experience satisfactory to the World Bank and in accordance with the provisions of Section III.C of this Schedule, under terms and conditions approved by the World Bank (“Service Agreements”).

(b) In the Service Agreements, in addition to those enumerated in the World Bank’s standard consultant contracts, the Recipient shall obtain rights adequate to protect the interests of the Recipient and the World Bank, including the right to require the Service Provider to:

(i) carry out its activities under the Part B of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient, the Project Implementation Manual, and the Safeguard Instruments;

(ii) maintain policies and procedures, adequate to enable the Service Providers to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the activities carried out under Part B of the Project and the achievement of its objectives;

(iii) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the activities carried out under Part B of the Project; and (B) at the World Bank’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the World Bank.
Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and furnish promptly to the Recipient and the World Bank the financial statements as so audited;

(iv) enable the Recipient and the World Bank to inspect the activities carried out under Part B of the Project, their operation and any relevant records and documents; and prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing; and

(v) refund any or all part of the amount of the Financing then withdrawn, upon the Recipient's determination that such Service Provider has failed to perform any of the Service Provider's obligations under the Service Agreement.

(c) The Recipient shall exercise its rights and carry out its obligations under the Service Agreements in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Financing. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any of the Service Agreements or any provisions therein.

B. 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”).

C. Safeguards

1. The Recipient shall implement the Project in accordance with the relevant Safeguards Instruments, and 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 World Bank 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 compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument; and

(c) 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 the RAP, 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 World Bank reports in form and substance satisfactory to the World Bank 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 terms of this Agreement shall prevail.

D. Project Implementation Manual

1. The Recipient shall prepare, under terms of reference acceptable to the World Bank, and furnish to the World Bank 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 World Bank 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 World Bank ("Project Implementation Manual").

3. The Recipient shall carry out the Project in accordance with the Project Implementation Manual, and except as the World Bank 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.

E. Annual Work Plans and Budgets

1. Not later than November 30 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Recipient shall prepare and furnish to the World Bank: (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 World Bank 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 World Bank 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 World Bank (“Annual Work Plan and Budget”). Only those activities that are included in an 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 World Bank’s prior written approval.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall 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 calendar semester, and shall be furnished to the World Bank not later than one 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 four months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall 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 ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than 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 have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard 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 World Bank not later than six months after the end of such period.

4. The Recipient shall appoint, no later than four (4) months after the Effective Date, an external auditor in accordance with the provisions of Section III.C of this Schedule 2 to this Agreement.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works 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:

(a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”) in the case of goods, works, and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and
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, Works and Non-consulting Services

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

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; (d) Direct Contracting and (e) Community Participation in Procurement.

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 assignments which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Selection based on Consultants’ Qualifications; (c) Single-source Selection of consulting firms; and (d) Selection of Individual Consultants.

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 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, works, non-consulting services, consultants’ services, and Training under Part A of the Project</td>
<td>291,262</td>
<td>9.3%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, Operating Costs under Part B of the Project</td>
<td>3,222,334</td>
<td>48.7%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants’ services, Training Part C, excluding Part C.3(a) and Part C.3 (b) of the Project</td>
<td>1,529,126</td>
<td>29.7%</td>
</tr>
<tr>
<td>(4) Goods, consultants’ services, Training and Operating Costs under Part D of the Project</td>
<td>252,136</td>
<td>23.2%</td>
</tr>
<tr>
<td>(5) Unallocated</td>
<td>158,846</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>5,453,704</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 February 18, 2016.
APPENDIX

Definitions

1. "Affected Persons" means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and "Affected Person" means any of the Affected Persons.

2. "Annual Work Plan and Budget" means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.E 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.

5. "Co-financier" means any or more of the following: the World Bank acting as an administrator of the Global Facility for Disaster Reduction and Recovery, the World Bank acting as an administrator of Least Developed Country Fund, and World Bank acting as an administrator of TerrAfrica Leveraging Fund, referred to in paragraph 10 of the Appendix to the General Conditions.

6. "Co-financing" means an amount of approximately US$7,290,000, comprising of US$4,290,000 from Grant Account TF 011010 and US$3,000,000 from Grant Account TF013715, in the case of the Global Facility for Disaster Reduction and Recovery grant; an amount of approximately US$3,703,703 in the case of the Least Developed Country Fund grant; and an amount of US$500,000 in the case of the TerrAfrica Leveraging Fund grant, to be provided by the Co-financiers to assist in financing of the Project.

7. "Co-financing Agreement" means any or more of the following: Global Facility for Disaster Reduction and Recovery Grant Agreement (as defined herein), Least Developed Country Fund Grant Agreement (as defined herein), and TerrAfrica Grant Agreement (as defined herein), entered into or to be entered into, as the case may be, between the Recipient and the Co-financiers providing for the Co-financing.

9. "Environmental and Social Management Framework" or "ESMF" means the framework disclosed in Togo on May 9, 2011 and at the World Bank's Infoshop on June 28, 2011, in form and substance satisfactory to the Association, setting out modalities to be followed in assessing the potential adverse environmental and social impact associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.

10. "Environmental and Social Management Plan" or "ESMP" means a plan, approved by the World Bank for the Project, to be prepared by the Recipient, if as 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 World Bank.

11. "GEF" or "Global Environmental Facility" means the trust fund established in 1991 by a resolution of the World Bank executive directors as a program to assist in the protection of the global environment and to promote environmentally sound and sustainable economic development.

12. "Global Facility for Disaster Reduction and Recovery" means the trust fund established in 2006 by various donors to help developing countries reduce their vulnerability to natural hazards and adapt to climate change by mainstreaming disaster risk reduction and climate change adaptation in country development strategies.

13. "Global Facility for Disaster Reduction and Recovery Grant Agreement" means the grant agreement to be entered between the Recipient and the World Bank acting as an administrator of the Global Facility for Disaster Reduction and Recovery for the financing of a percentage of the Project through the Grant Accounts referred to in the said agreement, as the same may be amended from time to time, and such terms includes all schedules to the Global Facility for Disaster Reduction and Recovery Grant Agreement.

14. "Least Developed Country Fund" 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.

15. "Least Developed Country Fund Grant Agreement" means the grant agreement to be entered between the Recipient and the World Bank acting as an administrator of the Least Developed Country Fund for the financing of a percentage 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.


18. “National Civil Defense Department” means the Recipient’s National Civil Defense Department established and operating pursuant to the Presidential Decree No 84-131 of June 29th, 1984, as said decree may be amended from time to time.

19. “National Fire Brigade” means the Recipient’s National Fire Brigade established and operating pursuant to the Presidential Decree No 84-131 of June 29th, 1984, as said decree may be amended from time to time.

20. “National Hydrology Department” means the Recipient’s National Hydrology Department established and operating pursuant to the Presidential Decree No 2008-090/PR of July 28th, 2008, as said decree may be amended from time to time.

21. “National Meteorological Department” means the Recipient’s National Meteorological Department established and operating pursuant to the Presidential Decree No 2005-099/PR of October 28th, 2005, as said decree may be amended from time to time.

22. “National Platform for Disaster Risk Reduction” or “NPDRR” means the National Platform for Disaster Risk Reduction within the MEFR, established and operating pursuant to the NPDRR’s Legislation, as said text may be amended from time to time.


24. “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.


27. "Procurement Plan" means the Recipient's procurement plan for the Project, dated, November 10, 2011 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.

28. "Project Implementation Manual" means the manual referred to in Section I.D.2 of Schedule 2 to this Agreement as the same may be revised from time to time with the prior written consent of the Association.

29. "Project Steering Committee" means the committee referred to in Section I.A.1 of Schedule 2 of this Agreement.

30. "Resettlement Action Plan" or "RAP" means the plans approved by the World Bank for the Project, prepared by the Recipient on the basis of the RPF (as hereinafter defined) 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.

31. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework of the Recipient disclosed in Togo on May 9, 2011 and at the World Bank's Infoshop on June 28, 2011, 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.

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

33. "Service Agreement" means the service agreement to be executed between the Technical Secretariat and a Service Provider in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement.

34. "Service Provider" means the service provider referenced under Section I.A.3 of Schedule 2 to this Agreement.

35. "Supplemental Social and Environmental Safeguard Instruments" means any ESMP, RAP or other supplemental social and environmental safeguard instruments as required under the terms of any of the ESMF or RPF.
36. "Target Area" means Baguida, le Canton de Djakpa, Atakpamé, la Ville de Tchamba, Nawaré, Naki, Vogan, Doufelgou and Bombouka; the following watershed areas: Oti (Savanna), Zio, Haho (Plateau – Maritime) and Mono (Central – Plateau); the following protected areas: Togodo (Plateau – Maritime), Abdoulaye (Central), Galangashie (Savanna), Sadi and Amou Mono (Plateau); and other locations, satisfactory to the Association, within the Recipient’s territory as may be determined from time to time during the Project implementation.

37. “Technical Secretariat” means the Recipient’s Technical Secretariat of the National Platform for Disaster Risk Reduction within the MEFR, established and operating pursuant to the NPDRR’s Legislation, as said text may be amended from time to time, and referred to in Section I.A.2 of Schedule 2 to this Agreement.

38. “TerrAfrica Grant Agreement” means the grant agreement to be entered between the Recipient and the World Bank acting as an administrator of the TerrAfrica Leveraging Fund for the financing of Parts C.3 (a) and (b) of the Project, as the same may be amended from time to time, and such terms includes all schedules to the TerrAfrica Grant Agreement.


40. “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.