Financing Agreement

(Additional Financing for West Africa Agricultural Productivity Program (WAAPP) – Guinea Project under the First Phase of the WAAPP)

between

REPUBLIC OF GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated March 13, 2017
FINANCING AGREEMENT

AGREEMENT dated 13 March, 2017, entered into between REPUBLIC OF GUINEA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the Original Project (as defined below in the Preamble and in the Appendix to this Agreement).

WHEREAS (A) the Association, by extending financial assistance in 2007 to the Republic of Mali, the Republic of Ghana and the Republic of Senegal and in 2010 to Burkina Faso, the Republic of Côte d'Ivoire and the Federal Republic of Nigeria, provided support to precedent activities under the first phase of the West Africa Agricultural Productivity Program ("Program") which aims at: (i) implementing the Agricultural Policy ("ECOWAP", as further defined in the Appendix to this Agreement) of the Economic Community of West African States ("ECOWAS"); and (ii) contributing to the sustained agricultural productivity increase in the ECOWAS region's top priority commodity subsectors;

(B) under a Japan Policy and Human Resources Development Fund Technical Assistance Program Trust Fund grant agreement dated November 23, 2011 between the Recipient and the Association and the International Bank for Reconstruction and Development ("Bank"), acting as administrators of funds provided by Japan under the Policy and Human Resources Development Fund Technical Assistance Program Trust Fund ("Japan PHRD Fund") ("Japan PHRD Grant Agreement" as further defined in the Appendix to this Agreement), the Association and the Bank agreed to extend to the Recipient a grant out of the Japan PHRD Fund ("Japan PHRD Trust Fund Grant") in an amount equal to nine million Dollars ($9,000,000) to assist the Recipient in financing the Guinea Project under the first phase of the Program ("Original Project") on the terms and conditions set forth in the Japan PHRD Grant Agreement;

(C) the Recipient has requested the Association to provide additional financial assistance in support of the Original Project;

(D) by a financing agreement to be entered into between the Republic of Benin ("Benin") and the Association ("Benin Financing Agreement"), the Association will extend to Benin an additional credit in an amount equivalent to eighteen million three hundred thousand Euro (€ 18,300,000) to assist Benin in financing part of the cost of activities related to the Original Project on the terms and conditions set forth in the Benin Financing Agreement;

(E) by a financing agreement to be entered into between the Republic of Togo ("Togo") and the Association ("Togo Financing Agreement"), the Association will extend to Togo an additional credit in an amount equivalent to nine million two hundred thousand
Euro (€ 9,200,000) to assist Togo in financing part of the cost of activities related to the Original Project on the terms and conditions set forth in the Togo Financing Agreement;

(F) by a financing agreement to be entered into between the Republic of Niger ("Niger") and the Association ("Niger Financing Agreement"), the Association will extend to Niger an additional credit in an amount equivalent to thirteen million seven hundred thousand Euro (€ 13,700,000) to assist Niger in financing part of the cost of activities related to the Original Project on the terms and conditions set forth in the Niger Financing Agreement;

(G) Parts 1.2, 1.5, 3.1 (a) and 4(i) of the Project will be carried out by Le Conseil Ouest et Centre Africain pour la Recherche et le Développement Agricoles ("CORAF" or "Project Implementing Entity") with the Recipient's assistance and, as part of such assistance, the Recipient will make a portion of the proceeds of the credit provided for in Article II of this Agreement available to CORAF as set forth in this Agreement;

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to extend the credit provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Association and CORAF ("Project Agreement");

NOW THEREFORE 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 Preamble 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 sixteen million eight hundred thousand Special Drawing Rights (SDR 16,800,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are March 15 and September 15 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 Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (i) carry out Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project through MA; and (ii) pursuant to the Subsidiary Grant Agreement, cause Parts 1.2, 1.5, 3.1(a) and 4(i) of the Project to be carried out by CORAF, all in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely, that CORAF’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of CORAF to perform any of its obligations under the Project Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Subsidiary Grant Agreement has been executed on behalf of the Recipient and CORAF.

5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Grant Agreement has been duly authorized by the Recipient and CORAF and is legally binding upon the Recipient and CORAF in accordance with its terms.

5.03. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.

5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for
payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is the Recipient’s minister in charge of economy and finance.

6.02. The Recipient’s Address is:

Ministere de l’Economie et des Finances
BP 2766
Conakry
Republic of Guinea

Telephone:
+224621065937

6.03. The Association’s Address is:

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

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

REPUBLIC OF GUINEA

By

Authorized Representative

Name: Malado Kaba
Title: Minister of Economy and Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Rachidi B. Radji
Title: Country Manager
SCHEDULE 1

Project Description

The objective of the Project is to generate and accelerate adoption of improved technologies in the Participating Countries’ top agricultural commodity priority areas that are aligned with the sub-region’s top agricultural commodity priorities as outlined in the ECOWAP.

The Project constitutes part of the first phase of the Program, and consists of the following parts:

Part 1: Enabling Conditions for Sub-Regional Cooperation in Generation, Dissemination and Adoption of Agricultural Technologies

Carrying out a program to strengthen the mechanisms and procedures for generation, dissemination and adoption of improved agricultural technologies and tools by the Recipient so as to allow the Recipient and the ECOWAS member countries to benefit from the said technologies within the framework of a sub-regional technical and scientific cooperation, encompassing the provision of goods, consultants’ services, training, and the financing of operational costs required for:

1. the development of a sustainable financing mechanism for the existing Competitive Agricultural Research Grant (CARG) systems and an appropriate institutional arrangement for the generation, dissemination and adoption of improved and resilient agricultural technologies, through: (i) the development of suitable legislation harmonized with legislation of the other Participating Countries; (ii) the preparation of similarly harmonized manuals of procedures for such financing mechanism’s effective, transparent, and participatory management; and (iii) the setting up of suitable monitoring and evaluation systems adequate to supervise and, thereby, ensure the profitable performance of the financing mechanism and its accompanying institutional arrangements;

2. the strengthening of CORAF’s knowledge management, information and communication systems through: (i) the establishment of an efficient communication and information network system linking the Participating Countries; (ii) the upgrading of skills in information and communications technology and knowledge management, the consolidation of information available in various other data bases both at the national and sub-regional levels, and the provision to end-users of easy access to appropriate responses in real time; and (iii) the development of a data base on agricultural research skills;

3. the scaling up of the dissemination of sub-regional regulations on genetic materials, fertilizers and agrochemicals through: (i) the large scale dissemination of these regulations; (ii) the evaluation of existing policies, rules and procedures
on the exchange of technologies; and (iii) the delivery of workshops and seminars designed to ensure the participation of producers and agro-industrials in the implementation of regulations;

4. the establishment and/or strengthening of the national regulatory bodies for seeds and pesticides to ensure the effective release of genetic materials, pesticides and fertilizers and the management of intellectual property rights (IPR), through: (i) the revision, as necessary, of the Recipient’s procedures thereon in order to align them with sub-regional directives; (ii) the implementation of these procedures for the release, dissemination and adoption of new technologies, including the preparation and carrying out of a dissemination action plan; (iii) the documentation and the recording of the characteristics of technologies and the constitution of catalogues for proven and released technologies; (iv) the promotion of these technologies through various media; (v) the strengthening of the harmonization of procedures and analysis of IPR issues; and (vi) the promotion and the facilitation of access by non-Participating Countries to improved technologies developed in the Participating Countries; and

5. the update by CORAF of the strategy to mainstream climate change considerations in research and development programs carried out by the Participating Countries, including: (i) the organization of training programs for researchers on climate change; (ii) the adoption of a screening tool for the CARG schemes to ensure research proposals take into account climate change issues; (iii) the assessment of the vulnerability of priority commodities to climate change; (iv) the promotion of relevant technologies to mitigate climate change impact; and (v) the development of strategies to mainstream gender considerations, nutrition and food safety as well as job creation for youth in research and development programs using similar tools to those for mainstreaming climate change.

Part 2: Strengthening of the Research System

Strengthening of the operational capacities of the national agricultural research and advisory systems in one national priority area of each Participating Country which is aligned to regional priorities, specifically through the strengthening of the Institut de Recherche Agronomique de Guinée (IRAG) to carry out research on the value chains of rice, building on backstopping from CGIAR centers and existing NCOs in the sub-region and the carrying out of a program encompassing the provision of works, goods, consultants’ services, training (including academic training), and the financing of operational costs and Small Grants required for:

1. the development and implementation of IRAG’s core research and development dissemination programs, including: (i) the implementation, through the provision of Small Grants, of research activities to assess available technologies from within or outside the Recipient’s territory; (ii) the elaboration and implementation of dissemination and communication plans on readily available technologies; and
(iii) the development of programs on adaptation and generation of new technologies and adequate responses to other constraints along the value chain;

2. the enhancement of the capacity building of research scientists and the facilitation of national, sub-regional and international partnerships for rice, including the carrying out of research exchange programs, the provision of training to young researchers, and the implementation of the annual capacity building plans;

3. the construction and rehabilitation of IRAG’s selected core facilities to carry out research activities and the provision of equipment required for the purpose; and

4. the carrying out of value chain analysis for priority commodities, impact studies, benchmarking, and monitoring and impact analysis for commissioned or strategic research thereon.

Part 3: Funding of Demand-Driven Technology Generation and Adoption

Carrying out of a program aimed to accelerate the adoption of readily available technologies and the generation and dissemination of adapted technologies in top national and regional priority commodities in Participating Countries and at the sub-regional level, through the funding of CORAF’s scheme and the piloting of a national CARG scheme in the Recipient’s territory, encompassing the provision of works, goods, consultants’ services, training, study tours, workshops and the financing of operational costs and Grants for:

1. Competitive Agricultural Research Schemes for Technology Generation and Dissemination
   (a) Regional Window: expansion of CORAF’s CARG scheme through the financing of Grants to carry out research projects that benefit the entire ECOWAS region.
   (b) National Window: expansion of FPRSG’s CARG scheme to finance Grants to complement ongoing and future research and development activities for priority commodities within the Recipient’s territory.

2. Accelerated Adoption of Released Technologies

Scaling up of the adoption of released technologies in order to bridge the yield gap between producers and research and reinforcement of the dissemination of technologies generated under the Project, through: (i) the scaling up of the import of technologies generated outside the Recipient’s territory by participating more actively in the regional technology market and the carrying out of stakeholder workshops for the preparation of national dissemination action plans for released technologies; (ii) the promotion of released technologies through technology fairs and by using various media to improve knowledge and scale up application of the
technologies; (iii) the introduction of information technology in the technology transfer system; (iv) the provision of training on released technologies for extension service providers (including national extension services, non-governmental organizations, input providers, farmer organizations and other stakeholders) through the use of participatory strategies and mechanisms; and (v) the delivery of field demonstrations of released technologies.

3. **Facilitating Access to Improved Genetic Material**

Expansion of the availability to, and access of, producers to improved genetic materials of seeds, planting materials, fingerlings, other breed stock and the like, entailing: (i) the development and improvement of the Recipient's gene banks with a view to manage biodiversity and climate change through better conservation of its genetic assets; (ii) the upgrading of the capacity of selected public research stations to produce, procure and store breeder seeds and to produce foundation seeds through investments in irrigation facilities, lab and storage equipment; (iii) the scaling up of the production of certified seeds by small and medium enterprises and farmers organizations; (iv) the strengthening of the production and quality capacity of seed companies and seed producers; (v) the development of a network to link seed producers to variety development programs so as to facilitate producers' access to improved varieties and the provision of mini-kits of improved seeds to producers to quick-start dissemination; (vi) the promotion of the information and technology communications necessary to develop the network of seed producers and end seed users, including the provision of up-to-date information on improved varieties potentially beneficial to small farmers; and (vii) the strengthening of the capacity for seed quality assurance of the Direction Nationale de l'Agriculture.

**Part 4: Project Coordination, Management, Monitoring and Evaluation**

Establishment of an effective coordination, management, monitoring and evaluation system for the Project at both: (i) the regional; and (ii) the national levels, thereby ensuring the implementation at each level of suitable financial management and procurement systems by CORAF and the PCU, timely reporting on Project's activities including an independent supervision mission and reporting by civil society, accurate monitoring and evaluation of regional and national agricultural productivity, and carrying out of a communication strategy, all through the provision of vehicles and goods, consultants' services, training, and the financing of operational costs.
SCHEDULE 2

Project Execution

Section I. Institutional Arrangements

A. Ministry of Agriculture

1. The Recipient, through its MA, shall assure overall coordination of the Project is carried out by the Secretariat General.

2. Steering Committee

The Recipient, through the MA, shall maintain throughout Project implementation the Steering Committee established under the Original Project under terms of reference satisfactory to the Association vested with responsibility for providing policy guidance and for overseeing Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project. The Steering Committee shall be chaired by the Recipient’s Minister of Agriculture (or his/her designee) and its composition shall include representatives from the government, stakeholders, farmers and the private sector. The Steering Committee shall meet at least twice each Fiscal Year to undertake, inter alia, the review and approval of the draft Annual Work Program and Budget (“AWP&B”) and the approval of the annual report to be prepared by the Project Coordinator not later than October 31 each year to follow-up on, and assess the progress in, the carrying out of the precedent AWP&B.

3. Secretariat General

The Recipient, through the MA, shall maintain throughout Project implementation the Secretariat General, to which the Project Coordinator shall be attached, under terms of reference and staffed in number and with qualifications satisfactory to the Association, thereby ensuring that the Secretariat General (acting as the National Coordination Unit), oversees and takes all measures necessary for the suitable and timely implementation of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project pursuant to the provisions of this Agreement, including without limitation: (i) in general, the coordination and management of the Financing and the carrying out of the procurement, monitoring, evaluation and reporting functions; and (ii) in particular, the assessment of impacts and systematic analysis of lessons learnt and the monitoring of the overall progress in implementing agricultural research activities undertaken within the CARG. The Recipient, through the Minister of Agriculture, shall maintain a Project Coordinator to oversee daily implementation of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and to manage the NCU, which shall comprise any additional staff that may be necessary, particularly in the accounting and procurement areas, for the successful implementation of the Project. For such purposes, the Recipient shall, not later than three (3) months after the
Effective Date, recruit and/or maintain a Project Coordinator, an external auditor for the Project, a monitoring and evaluation specialist; a monitoring and evaluation assistant, two (2) communications specialists, an administrative and financial management specialist, two (2) accountants, a technology marketing and private sector specialist, an environment and social safeguards specialist, a procurement analyst, and a procurement assistant, all on the basis of terms of reference and with qualifications and experience satisfactory to the Association. The Recipient shall entrust the fiduciary aspects of the Project to the NCU, which shall be strengthened to this effect with the maintenance of a procurement assistant.

B. Implementation Modalities

1. Parts 1.3 and 1.4 of the Project: Establishment of Regional Regulations on Genetic Materials and Agrochemicals and Strengthening of the Direction de l’Agriculture and the Service National de Protection des Végétaux et des Denrées Stockées

For the purposes of carrying out Parts 1.3 and 1.4 of the Project, the Secretariat General shall maintain with each concerned Directorate of the MA, the results-based memorandum of understanding concluded under the Original Project under terms and conditions satisfactory to the Association: (i) entrusting responsibility for implementation of such Parts of the Project to the relevant Directorate; and (ii) setting forth the implementation details and the Directorate’s undertaking to assure the efficient carrying out of such Parts of the Project.

2. Part 2 of the Project: Strengthening of the Research System

For the purposes of carrying out Part 2 of the Project, the Secretariat General shall maintain the implementation agreement with IRAG concluded under the Original Project whereby the Secretariat General shall: (i) entrust to the IRAG its implementation responsibilities thereunder; and (ii) ensure Part 2 is carried out by the IRAG as planned in the AWP&B and in accordance with the provisions of the Project Implementation Manual.

3. Small Grants under Part 2.1 of the Project and Grants under Part 3.1(b) of the Project

(a) Small Grants under Part 2.1 of the Project shall be managed and monitored by IRAG pursuant to the provisions of the Project Implementation Manual and within the framework of the AWP&B, and shall be made available to Beneficiaries through IRAG on the basis of the specific Research Proposals previously validated by the Secretariat General and included and approved in the AWP&B to finance an amount not exceeding the total estimated cost of the activities it will finance.

(b) The national CARG scheme under Part 3.1(b) of the Project shall be managed and monitored by the FPRSG pursuant to the procedures of, and under the terms and conditions set forth in, the FPRSG Manual of
Procedures. The FPRSG shall: (i) evaluate the Grant applications; (ii) decide on which Grants shall receive financing under the Financing; (iii) approve the Grant for disbursement, ensuring it will not exceed the total estimated cost of the activities it will finance and, thereafter, conclude the Grant Agreement with each Beneficiary; and (iv) not assign, amend, abrogate or waive the FPRSG Manual of Procedures or any of its provisions without the Association's prior agreement.

(c) Without any limitation upon the provisions of the preceding paragraphs (a) and (b), the Recipient shall take all action necessary to ensure that, in making Small Grants and Grants available, as the case may be, IRAG or the FPRSG, as the case may be, shall obtain rights adequate to protect the interests of the Recipient and those of the Association, including the right:

(i) to suspend or terminate the right of the Beneficiary to use the proceeds of the Small Grant or Grant, as the case may be, or obtain a refund of all or any part of the amount of the Small Grant or Grant then withdrawn, as the case may be, upon the Beneficiary's failure to perform any of its obligations, respectively, under the Research Proposal or Grant Agreement; and

(ii) to require each Beneficiary: (A) to carry out the activities for which the Small Grant or Grant, as the case may be, was given with due diligence and efficiency and in accordance with sound agricultural, technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of credit proceeds other than the Recipient, and under the terms and conditions stipulated in the Project Implementation Manual or the FPRSG Manual of Procedures, as the case may be; (B) to provide, promptly as needed, the resources required for the purpose of the Small Grant or Grant, as the case may be; (C) to procure the goods, works and services to be financed out of the proceeds of the Small Grant or Grant, as the case may be, in accordance with the provisions of this Agreement; (D) (1) to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Small Grant or Grant, as the case may be; and (2) at the Association's or the Recipient's request, to have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements.
as so audited to the Recipient and the Association; (E) upon reasonable request, to enable the Recipient and the Association to inspect the activities, its operation and any relevant records and documents; and (F) to prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

(d) The Recipient shall take all measures necessary to ensure that IRAG or the FPRSG, when and as appropriate, shall exercise its rights under each Research Proposal or Grant Agreement, as the case may be, in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.

4. Parts 3.2 and 3.3 of the Project: Support to Accelerated Adoption of Released Technologies and Facilitating Access to Improved Genetic Material

The Recipient, through the Secretariat General, shall carry out Parts 3.2 and 3.3 of the Project through contractual arrangements to be concluded with suitable advisory service providers in accordance with the provisions of the Project Implementation Manual.

5. Selection of Facilities and Stations under Parts 2.3 and 3.3(ii) of the Project

In order to maximize the benefits to be derived from the Project, the Recipient, through the Secretariat General, shall:

(a) select: (i) IRAG’s core facilities proposed to be constructed and rehabilitated under Part 2.3 of the Project; and (ii) the public research stations proposed to be upgraded under Part 3.3(ii) of the Project, applying the following criterion: the facility or the station has been identified by IRAG’s management on the basis of consultations carried out with its researchers during the preparation of the priority list of works and during the validation of the design of the works; and

(b) thereafter, furnish to the Association for approval for financing out of the proceeds of the Financing the facilities and stations as so selected.

6. Project Implementation Manual

The Recipient, through the Secretariat General, shall: (i) take all action required to carry out Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual; (ii) submit recommendations to the Association for its consideration for changes and updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objective of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project; and (iii) not assign, amend, abrogate or waive
the Project Implementation Manual or any of its provisions without the Association’s prior agreement. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

7. **Training under Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project**

For the purposes of the training (including academic training) to be financed under Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and to be delivered through study tours, workshops, seminars, conferences, and on the job training, the Recipient shall:

(a) furnish to the Association for its approval, not later than January 31 of each year, a training program including an explanation of how such training is consistent and conducive to the objectives of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;

(b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and

(c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each training and the benefits to be derived therefrom.

8. **Annual Work Program and Budget (AWP&B)**

The Recipient, through the Secretariat General, shall:

(a) prepare a draft AWP&B for each Fiscal Year, setting forth, *inter alia*: (i) a detailed description of planned activities for Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) the responsibility for execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;

(b) not later than November 30 of each Fiscal Year and after considering the comments provided by the Steering Committee, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B taking into account the Association’s views and recommendations thereon; and

(c) adopt and sign the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year.
9. CORAF Arrangements: Subsidiary Grant Agreement

(a) For the purposes of carrying out Parts 1.2, 1.5, 3.1(a) and 4(i) of the Project, the Recipient shall make the proceeds of the Financing allocated from time to time to Categories (2)(a) and (4) available to CORAF on a grant basis under a subsidiary grant agreement to be entered into between the Recipient and CORAF, under terms and conditions approved by the Association ("Subsidiary Grant Agreement").

(b) The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Grant Agreement or any of its provisions.

C. Anti-Corruption

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

D. Safeguards Covenants

1. Works under Parts 2.3 and 3.3(ii) of the Project

Prior to the award of each contract for works under Parts 2.3 or 3.3(ii) of the Project, the Recipient, through the Secretariat General, shall: (i) furnish to the Association a written attestation for the specific site where the works will be undertaken that the works shall not cause or result in Resettlement or submit to the Association for its review and approval the related site-specific Resettlement Action Plan (RAP) in accordance with the provisions of the Resettlement Policy Framework (RPF) and in form and substance satisfactory to the Association; (ii) submit to the Association for its review and approval the related site-specific Environmental and Social Impact Assessment (ESIA) or Environment and Social Management Plan (ESMP), as the case may be, in accordance with the provisions of the Environment and Social Management Framework (ESMF) and in form and substance satisfactory to the Association; (iii) consult upon and disclose the site-specific ESIA or ESMP and RAP, if there is one, as approved by the Association; and (iv) thereafter, ensure that the relevant mitigation and monitoring provisions of the ESIA or ESMP, as the case may be, and RAP, if applicable, are appropriately included in the works contract concluded for the site and that they are implemented in the carrying out of Parts 2.3 and 3.3(ii) of the Project.
2. **Pest Management Plan**

The Recipient, through the Secretariat General, shall follow and apply at all times in the implementation of Parts 2 and 3 of the Project the provisions of the Pest Management Plan ("PMP") in a timely manner, ensuring that: (i) mitigation and monitoring measures acceptable to the Association are designed and implemented with due diligence and employing appropriate environmental expertise; and (ii) adequate information on the implementation of the measures contained in the PMP is appropriately included in the Progress Reports referred to below in Section II.A.1.

3. **Environmental and Social Screening Arrangements**

The Recipient shall take all measures required on its behalf so that the IRAG or the FPRSG, as the case may be: (i) screen, under Parts 2.1 and 3.1(b) of the Project, the activities under the Research Proposals and Grants proposals submitted for financing out of the proceeds of the Financing; (ii) ensure that each Beneficiary: (A) carry out an appropriate site-specific Environmental and Social Impact Assessment (ESIA) or Environment and Social Management Plan (ESMP), as the case may be, and a Resettlement Action Plan, if there is Resettlement, for each such activities in accordance with the provisions of the ESMF and RPF, as the case may be, and in form and substance satisfactory to the Association; and (B) consult upon and disclose the site-specific ESIA or ESMP, as the case may be, and the RAP, if there is one, as approved by the Association; (iii) verify (through its own staff, outside experts, or existing environmental/social institutions) before approving the Research Proposal or Grant proposal that the activities meet the environmental and social requirements of appropriate national and local authorities and that they are consistent with the Association’s applicable environmental and social assessment and safeguard policies and comply with the environmental and social review procedures set forth in the Project Implementation Manual or the FPRSG Manual of Procedures, as the case may be; and (iv) thereafter, ensure that the relevant mitigation and monitoring provisions of the ESIA or ESMP, as the case may be, and RAP, if there is one, are appropriately implemented.

4. **Biosafety Requirements**

The Recipient shall carry out Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project pursuant to its obligations under, and in accordance with environmental safeguards and international good practice and standards consistent with those of, the Cartagena Protocol on Biosafety.

**Section II. Project Monitoring, Reporting and Evaluation**

A. **Project and Completion Reports**

1. The Recipient, through the Secretariat General, shall monitor and evaluate the progress of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and prepare
Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the National Monitoring and Evaluation Indicators. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association and CORAF not later than forty-five (45) days after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and related plan required pursuant to that Section shall be furnished to the Association and CORAF not later than four (4) months before the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient, through the PCU, 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 upon the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of the Project Report not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project covering the semester, in form and substance satisfactory to the Association.

3. The Recipient, through the PCU, shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

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 the Procurement Guidelines, or 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 table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<table>
<thead>
<tr>
<th>Procurement Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) National Competitive Bidding</td>
</tr>
<tr>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) Direct Contracting</td>
</tr>
</tbody>
</table>

**C. Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.
D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

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

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Procurement Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality-Based Selection</td>
</tr>
<tr>
<td>(b) Selection under a Fixed-Budget</td>
</tr>
<tr>
<td>(c) Least-Cost Selection</td>
</tr>
<tr>
<td>(d) Selection Based on Consultants’ Qualifications</td>
</tr>
<tr>
<td>(e) Single Source Selection</td>
</tr>
<tr>
<td>(f) Individual Consultants</td>
</tr>
<tr>
<td>(g) Sole-source basis for individual consultants</td>
</tr>
<tr>
<td>Category</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>(1) Works under Parts 2.3 and 3.3(ii) of the Project</td>
</tr>
<tr>
<td>(2) Goods, consultants’ services, training, study tours, workshops and Operational Costs:</td>
</tr>
<tr>
<td>(a) under Parts 1.2, 1.5 and 4 (i) of the Project</td>
</tr>
<tr>
<td>(b) under Parts 1.1, 1.3, 1.4, 2, 3.2, 3.3 and 4 (ii) of the Project</td>
</tr>
<tr>
<td>(3) Small Grants under Part 2.1 of the Project and Grants under Part 3.1(b) of the Project</td>
</tr>
<tr>
<td>(4) Grants under Part 3.1(a) of the Project</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
</tr>
</tbody>
</table>

3. For the purposes of this Section, the term “Operational Costs” means expenditures incurred by CORAF and the PCU to finance the cost under the Project of: (i) salaries of the staff of CORAF and the PCU (excluding civil servants) and state contributions thereon; (ii) per diem and travel expenses of the staff to perform their responsibilities under the Project; (iii) fuel and vehicle maintenance and insurance; (iv) communication technology (including, without limitation, internet and telephone); (v) building security and maintenance; (vi) translation services, photocopies and publications; (vii) bank commissions; and (viii) utilities and office supplies.

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, except that withdrawals up to an aggregate amount not to exceed SDR 3,000,000 may be made
for payments made prior to this date but on or after July 1, 2016, for Eligible Expenditures.

2. The Closing Date is December 31, 2019.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15, commencing March 15, 2023 to and including September 15, 2054</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
9. "CORAF" means the West and Central Africa Council for Agricultural Research and Development, an organization aimed to improve the efficiency and effectiveness of small-scale producers and to promote the agribusiness sector.

10. "CORAF's Legislation" means collectively the Registration Act (enregistrement) of the Republic of Senegal MAE No. 0892 MAESE dated December 20, 1989, CORAF's Statutes dated June 2008, and CORAF's Governance Manual dated June 20, 2008, pursuant to which CORAF has been established and is functioning.

11. "CORAF's Manual of Procedures for Management of Competitive Funds" means the Manual of Procedures for Management of Competitive Funds adopted by CORAF in March 2004, as the same may be amended from time to time in a manner satisfactory to the Association.

12. "Direction Nationale de l'Agriculture" means a division of the MA (as hereinafter defined).


14. "Environmental and Social Impact Assessment" and "ESIA" mean a site-specific report, to be prepared in accordance with the parameters laid down in the ESMF (as hereinafter defined) and acceptable to the Association, identifying and assessing the potential environmental and social impacts of the activities to be undertaken for the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures.

15. "Environmental and Social Management Framework" and "ESMF" mean the Recipient's framework dated November 30, 2010, which: (i) sets forth standards, methods and procedures specifying how technological research activities under the Project whose location, number and scale are presently unknown shall systematically address environmental and social issues in the screening and categorization, siting, design, implementation and monitoring phases during Project implementation; (ii) systematizes the environmental and social impact assessment required for such activities before Project execution; and (iii) stipulates the procedures for conducting site-specific environmental impact assessments, be they limited environmental impact assessments or full environmental impact assessment.

16. "Environmental and Social Management Plan" and "ESMP" mean a site-specific environmental and social management plan to be prepared in accordance with the parameters laid down in the ESMF and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the Project activities to eliminate adverse
environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.

17. "Fiscal Year" means the twelve (12) month period corresponding to any of the Recipient's or CORAF's fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.

18. "Fondation pour le Progrès de la Recherche Scientifique en Guinée" and "FPRSG" means the Recipient's entity responsible for hosting competitive research grants in the Recipient's territory, as such entity has been established and is operating pursuant to the provisions of the Recipient's Decision (arrêté) 348/M/DBL/CAB/SACCO/2009 dated January 3, 2010.

19. "FPRSG Manual of Procedures" means the manual adopted in January 2013 by the FPRSG setting forth the procedures for and the terms and conditions for the national scheme of competitive grants under Part 3.1 of the Project, as the same may be amended from time to time in a manner satisfactory to the Association.


21. "Grant" means a grant made or proposed to be made by CORAF or the FPRSG, as the case may be, to a Beneficiary under, respectively, Parts 3.1(a) or 3.1(b) of the Project.

22. "Grant Agreement" means the agreement between CORAF or the FPRSG, as the case may be, and a Beneficiary for the purposes of providing a Grant under, respectively, Parts 3.1(a) or 3.1(b) of the Project.

23. "IRAG" means the Institut de Recherche Agronomique de Guinée, the Recipient's center responsible for agronomique research in the Recipient's territory, established and operating pursuant to the Recipient's Order (Ordonnance) No. 030/021/PRG/SGG/89 dated April 13, 1989, and the Decree (Décret) No. 99/002/PRG/SGG.


25. "national agricultural research and advisory systems" mean the Recipient's system encompassing: (i) national agricultural research; (ii) national extension agencies or departments involved in training and dissemination activities; (iii) producer organizations; and (iv) regulatory agencies and providers of seed and breed services.

26. "National Coordination Unit" and "NCU" mean the Secretariat General (as hereinafter defined).
27. “National Monitoring and Evaluation Indicators” mean the agreed monitoring and evaluation indicators set forth in the Project Implementation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the implementation of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(i) of the Project and the degree to which the objective thereof is being achieved.

28. “NCO” means a national center of specialization, an entity responsible for conducting research on a specific commodity, the results of which can be adapted by another ECOWAS’ member.

29. “Japan PHRD Grant Agreement” means the Japan Policy and Human Resources Development Fund Technical Assistance Program Trust Fund grant agreement for the West Africa Agricultural Productivity Program (WAAPP) – Guinea Project under the First Phase of the WAAPP, between the Recipient and the Association and the Bank, acting as administrators of funds provided by Japan under the Policy and Human Resources Development Fund Technical Assistance Program Trust Fund, dated November 23, 2011 (Japan PHRD TF Grant No. TF099674-GN).

30. “Original Project” means the Project described in Schedule 1 to the Japan PHRD Grant Agreement.

31. “Participating Countries” mean collectively the Participating Countries, being the Recipient, Benin, Togo and Niger, and “Participating Country” means individually each and any of the Participating Countries.

32. “Pest Management Plan” and “PMP” mean the Recipient’s plan dated November 30, 2011, and updated on November 11, 2016 which: (i) addresses the concerns relating to the Project risks associated with potential increases in the use of pesticides for agricultural production, intensification and diversification and controlling disease vector populations arising from irrigation schemes; (ii) sets forth mitigation and monitoring measures to be taken during Project implementation and operation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels; (iii) recommends institutional measures to strengthen national capacities to implement the mitigation and monitoring measures; and (iv) as part of the implementation arrangements, identifies national agencies and other partners that could play a vital role in the success of the Project.


34. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated November 7, 2016, and referred to in paragraph 1.16 of the Procurement
Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

35. “Project Coordinating Unit” and “PCU” means the unit (Cellule Nationale de Coordination) established by the Recipient within the MA pursuant to the provisions of the Financing Agreement between the Recipient and the Association (Village Communities Support Program (Phase II) dated September 20, 2007, for Grant No. H 329-GUI.

36. “Project Coordinator” means the person appointed by the Recipient as the Coordinator of the NCU.

37. “Project Implementation Manual” means the manual adopted by the Recipient through the PCU on November 30, 2011, and updated on November 11, 2016, for the purposes of defining the detailed implementation arrangements for the Project, and setting forth, inter alia: (i) the detailed Project staffing plan for each stakeholder; (ii) the Project monitoring and evaluation modalities, and (iii) the terms, procedures and conditions for the initial management and operation of the national CGAR scheme, as the same may be amended from time to time with the agreement of the Association.

38. “Research Proposal” means the signed research agreement between IRAG and a Beneficiary for the purposes of providing a Small Grant under Part 2.1 of the Project.

39. “Resettlement” means: (i) the involuntary (i.e., an action that may be taken without a person’s informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (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 persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.

40. “Resettlement Action Plan” and “RAP” mean a site-specific resettlement action plan to be prepared in accordance with the parameters laid down in the RPF (as hereinafter defined), acceptable to the Association, to be developed for each Project site which involves Resettlement, and covering the following: (i) a baseline census and socioeconomic survey information; specific compensation rates and standards; policy entitlements related to any additional impacts identified through the census or survey; description of Resettlement sites and programs for improvement or restoration of livelihoods and standards of living; an
implementation schedule for Resettlement activities; and detailed cost estimate; (ii) measures designed to ensure that the displaced persons: (A) are informed about their options and rights pertaining to Resettlement, consulted on, offered choices among, and provided with technically and economically feasible Resettlement alternatives; and (B) provided prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project; (iii) if the impacts include physical relocation, that the displaced persons are: (A) provided assistance (such as moving allowances) during relocation; (B) provided with residential housing, or housing sites, or, as required, agricultural sites for which a combination of productive potential, locational advantages, and other factors is at least equivalent to the advantages of the old site; and (C) offered support after displacement, for a transition period, based on a reasonable estimate of the time likely to be needed to restore their livelihood and standards of living; (iv) affordable and accessible grievance procedures, taking into account the availability of judicial recourse and community and traditional dispute settlement mechanisms; and (v) provided with development assistance in addition to compensation measures, such as land preparation, credit facilities, training, or job opportunities.

41. “Resettlement Policy Framework” and “RPF” mean the resettlement policy framework adopted by the Recipient on January 20, 2011, and updated on November 11, 2016, setting forth, inter alia, a brief description of the Project and components for which land acquisition and Resettlement are required, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving site-specific Resettlement Action Plans.

42. “Secretariat General” means the Secretariat General of the MA.

43. “Service National de Protection des Végétaux et des Denrées Stockées” means a unit of the MA.

44. “Small Grant” means a grant made or proposed to be made by the PCU to a Beneficiary under Part 2.1 of the Project.

45. “Subsidiary Grant Agreement” means the agreement pursuant to which the Recipient shall make a portion of the proceeds of the Financing available to CORAF.