



GRANT NUMBER D1120

Financing Agreement

(Regional Program to Harmonize and Modernize Living Conditions Surveys
Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WEST AFRICAN ECONOMIC AND MONETARY UNION

Dated April 17, 2016

GRANT NUMBER D1120

FINANCING AGREEMENT

AGREEMENT dated April 17, 2016, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and WEST AFRICAN ECONOMIC AND MONETARY UNION (“WAEMU”) (“Recipient”), acting through the WAEMU Commission. The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — GRANT

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to twenty nine million four hundred thousand Special Drawing Rights (SDR 29,400,000) (“Grant”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Grant 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 Grant Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are June 1 and December 1 in each year.
- 2.05. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts 1(a), 1(c) and 2 of the Project through the WAEMU Commission and cause Part 1(b) of the Project to be carried out by the Project Implementing Entities (“PIEs”), in accordance with the provisions of Article IV of the General Conditions.

- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Association and the Recipient 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 Events of Suspension consist of the following:
- (a) The WAEMU Treaty has been amended, suspended, abrogated, repealed or waived so as to materially and adversely affect the ability of the Recipient to perform any of its obligations under this Agreement.
 - (b) A PIE has failed to perform any of its obligations under this Agreement.
- 4.02. The Additional Events of Acceleration consist of the following:
- (a) The event specified in sub-paragraph (a) of Section 4.01 of this Agreement occurs.
 - (b) The event specified in sub-paragraph (b) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Recipient has designated a Project coordinator with qualifications, experience and terms of reference acceptable to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.03. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is fifteen (15) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the president of the WAEMU Commission.
- 6.02. The Association's Address is:

International Development Association

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

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

6.03. The Recipient's Address is:

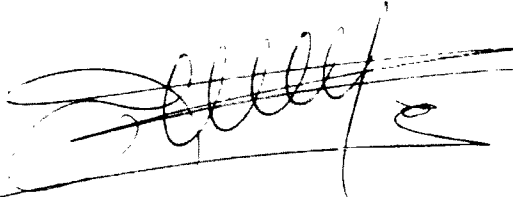
Commission de l'UEMOA
Avenue du Professeur Joseph Ki-Zerbo,
01 BP 543 Ouagadougou 01
Burkina Faso

Tel:	Facsimile:
226 - 25 31 88 73/76	226 - 25 31 88 72

AGREED at *District of Columbia, United States of America*, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

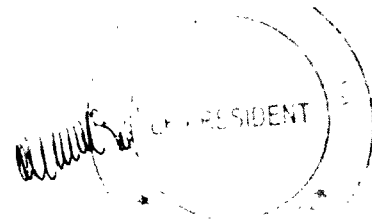


Rachid Benmessaoud

*Coordinating Director,
West Africa Regional Integration Program*

WEST AFRICAN ECONOMIC AND MONETARY UNION

By



Cheikh Hadjibou Soumare

President, WAEMU Commission

SCHEDULE 1

Project Description

The objective of the Project is to support the WAEMU Commission at strengthening the capacity of its member countries to conduct living conditions surveys that meet harmonized, regional standards and to make the collected micro-data publicly accessible.

The Project consists of the following parts:

Part 1: Capacity Building and Survey Harmonization and Modernization through Data Collection and Dissemination

- (a) Implementing a program of national and regional training events in WAEMU Member Countries with a view to: (i) designing, testing and adopting a set of modernized and harmonized living conditions survey tools, including, *inter alia*, appropriate questionnaires, manuals and protocols (for sampling, data collection, consistency checks, cleaning, compilation of consumption and income aggregates, setting of poverty lines, and calculation of core living standard statistics); (ii) testing and adopting computer assisted personal interviews for data collection; (iii) reviewing sampling methods; and (iv) strengthening PIEs' capacities for data analysis, archiving and dissemination of micro-data.
- (b) Implementing: (i) phase 1 of the harmonized living conditions survey in each WAEMU Member Country; and (ii) phase 2 of the harmonized living conditions survey in each WAEMU Member Country, all with a view to compiling a regional database with comparable national data sets.
- (c) Strengthening PIEs' capacities for preparation and implementation of phases 1 and 2 of the harmonized living conditions surveys and for processing and analysis of collected national data sets, all through the provision of technical advisory services.

Part 2: Quality Control and Coordination

- (a) Supporting the: (i) preparation of a draft regulation for the harmonization of living conditions surveys in WAEMU Member Countries; and (ii) establishment and operationalization of a WAEMU joint donor coordination mechanism for implementation of harmonized living conditions surveys, all through the provision of technical advisory services and training.
- (b) Strengthening: (i) partnerships between data producers and data users in WAEMU Member Countries with a view to promoting analysis and utility of, *inter alia*, said micro-data; and (ii) statistical training curricula in regional institutions, all through

the provision of training to statistics students and staff from regional and international statistics institutions and research centers.

- (c) Supporting independent and peer quality reviews of said national data sets.
- (d) Strengthening the capacity of the WAEMU Commission for implementation, coordination and management of Project activities and results, all through the provision of technical advisory services, non-consulting services, operating costs, training and acquisition of goods for the purpose.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. WAEMU Commission

- (a) At all times during the implementation of the Project, the Recipient shall, through the WAEMU Commission, be responsible for prompt and efficient oversight and coordination of implementation of activities under the Project, and shall take all actions, including the provision of funding, personnel and other resources necessary to enable the WAEMU Commission to perform said functions.
- (b) To this end, the Recipient, through the WAEMU Commission, shall establish and thereafter maintain at all times during the implementation of the Project, a Project Implementation Unit (“PIU”) with a composition, mandate, staffing and other resources satisfactory to the Association. The PIU shall be responsible for day to day management and coordination of the implementation of activities under the Project.

2. Project Advisory Committee (“PAC”)

Without limitation upon the provisions of paragraph 1 above, the Recipient shall establish and thereafter maintain, at all times during the implementation of the Project, a PAC to be responsible for, *inter alia*: (a) reviewing and endorsing the Project’s proposed annual work plan and budget for approval by the WAEMU Commission; (b) reviewing progress made towards achieving the Project’s objective; (c) facilitating coordination of Project activities and removal of any obstacles to the implementation of the Project; (d) monitoring and evaluating impacts of Project activities; and (e) provision of overall oversight and strategic and policy guidance on matters relating to the Project. To this end, the Recipient shall take all actions, including the provision of funding, personnel and other resources necessary to enable the PAC to perform said functions.

B. Subsidiary Agreements; Part 1(b) of the Project

1. To facilitate the implementation of activities under Part 1(b) of the Project, the Recipient shall make part of the proceeds of the Financing allocated to Category (2) of the table set forth in Section IV.A.2 of this Schedule available to each PIE under a subsidiary agreement between the Recipient and the PIE, under terms and conditions approved by the Association, which shall include:

- (a) the principal amount of the Financing made available under the Subsidiary Agreement (“Subsidiary Financing”) shall be denominated in CFA francs;
 - (b) the Subsidiary Financing shall be made available on a non-refundable grant basis; and
 - (c) the Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to: (i) suspend or terminate the right of the PIE, to use the proceeds of the Subsidiary Financing, or obtain a refund of all or any part of the amount of the Subsidiary Financing then withdrawn, upon the PIE’s failure to perform any of its obligations under the Subsidiary Agreement; and (ii) require the PIE to: (A) carry out its activity under 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 Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, non-consulting services and consultants services to be financed out of the Subsidiary Financing in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of its Project activity and the achievement of its objectives; (E) 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 its Project activity; (F) enable the Recipient and the Association to inspect its Project activity, its operation and any relevant records and documents; and (G) 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 (“Subsidiary Agreement”).
2. The Recipient shall exercise its rights under the Subsidiary 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 Agreement or any of its provisions.

C. Implementation Arrangements

1. Project Operations Manual

- (a) The Recipient shall prepare, in accordance with terms of reference acceptable to the Association and furnish to the Association for review, a Project operations manual, which shall include provisions on the following matters: (i) capacity building activities for sustained achievement of the Project's objectives; (ii) arrangements on financial management, setting forth the detailed policies and procedures for financial management under the Project (including, *inter alia*, WAEMU Internal Control Systems); (iii) procurement management procedures; (iv) institutional administration, coordination and day to day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, education and communication of Project activities; (viii) an annex on the detailed design of Part 1(b) of the Project (including, a Subsidiary Agreement template); and (ix) such other technical and organizational arrangements and procedures as shall be required for the Project.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said Project operations manual, and thereafter, shall adopt such Project operations manual, as shall have been approved by the Association ("Project Operations Manual").
- (c) The Recipient shall ensure that the Project is carried out in accordance with the Project Operations Manual; provided, however, that in case of any conflict between the provisions of the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Operations Manual.

2. Annual Work Plan and Budget

- (a) The Recipient shall prepare and furnish to the Association not later than August 31 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (b) Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget, and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
- (d) The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

D. Anti-Corruption

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

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

- 1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than one month after the end of the period covered by such report.
- 2. The Recipient shall, not later than two (2) months prior to the mid-term review referred to in paragraph 3 of this Section II.A, furnish to the Association for comments, a report, in such detail as the Association shall reasonably request, on

the progress of the Project, and giving details of the various matters to be discussed at such review.

3. The Recipient shall, not later than thirty (30) months after the Effective Date, undertake, in conjunction with all agencies involved in the Project, a comprehensive mid-term review of the Project during which it shall exchange views with the Association and PIEs generally on all matters relating to the progress of the Project, the performance by the Recipient of its obligations under this Agreement and the performance by said PIEs, having regard to the performance indicators referred to in paragraph 1 of this Section II.A.
4. Following the mid-term review, the Recipient shall act promptly and diligently in order to take any corrective action deemed necessary to remedy any shortcoming noted in the implementation of the Project, or to implement such other measures as may be required in furtherance of the objectives of the Project.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. The Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for the Project covering the calendar semester, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than twelve (12) months after the end of such period.
4. To facilitate the proper maintenance of its financial management system referred to in Part B.1 of this Section II, the Recipient shall, not later than three months after the Effective Date, recruit an accountant in accordance with the provisions of Section III of this Schedule 2.
5. **Internal Audits.** Without limitation upon the provisions of paragraph 3 of this Section II.B, the Recipient shall carry out semi-annual internal audits under terms of reference satisfactory to the Association, and furnish the related risk-based internal audit reports to the Association not later than forty-five (45) days after the end of each audited period.

Section III. Procurement

A. General

1. **Goods and Non-consulting Services.** All goods and non-consulting 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 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 Grant shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; (e) Direct Contracting; and (f) Force Account.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of

consultants under Indefinite Delivery Contract or Price Agreement; (g) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (h) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

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

E. Additional Covenant

The Recipient shall, not later than three months after the Effective Date, designate a procurement specialist with qualifications, experience and terms of reference acceptable to the Association.

Section IV. Withdrawal of the Proceeds of the Grant

A. General

1. The Recipient may withdraw the proceeds of the Grant 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 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:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consultants' services, Training and Operating Costs for Parts	4,700,000	100%

1(a), 1(c), 2(a), 2(b) and 2(c) of the Project		
(2) Goods, non-consulting services, consultants' services, Training and Operating Costs for: (a) Part 1(b)(i) of the Project (b) Part 1(b)(ii) of the Project	11,650,000 11,650,000	100%
(3) Goods, non-consulting services, consultants' services, Training and Operating Costs for Part 2(d) of the Project	1,400,000	100%
TOTAL AMOUNT	29,400,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement; or
 - (b) under Category (1), unless and until the Recipient has adopted a Project Operations Manual in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement; or
 - (c) under Category (2)(a), unless and until the Recipient has executed a Subsidiary Agreement with each PIE, in accordance with the provisions of Section I.B of Schedule 2 to this Agreement; or
 - (d) under Category (2)(b), unless and until the Recipient has published data from phase 1 of the harmonized living conditions survey under Part 1(b)(i) of the Project in a timely fashion and in a manner acceptable to the Association.
2. The Closing Date is December 31, 2021.

APPENDIX

Section I. Definitions

1. "Annual Work Plan and Budget" means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.C.2 of Schedule 2 to this Agreement.
2. "Anti-Corruption Guidelines" means 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.
3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
5. "Fiscal Year" means the Recipient's twelve month period starting January 1 and ending December 31 of the calendar year.
6. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
7. "Operating Costs" means the incremental expenses incurred on account of Project implementation based on the Annual Work Plan and Budget, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and *per diem*, and salaries of Project staff, but excluding the salaries of the Recipient's staff, meeting allowances, other sitting allowances, salary top ups and all honoraria.
8. "Procurement Guidelines" means 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 (revised July 2014).
9. "Procurement Plan" means the Recipient's procurement plan for the Project, dated February 23, 2016, 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.
10. "Project Advisory Committee" or "PAC" means the Recipient's committee referred to in Section I.A.2 of Schedule 2 to this Agreement.

11. “Project Implementing Entity” or “PIE” means one of the following entities, the:
- (a) Benin’s *Institut National de la Statistique et de l’Analyse Economique* established and operating pursuant to *Crée par l’ordonnance n°73-72 du 16 octobre 1973, puis modifié par le décret n°97-168 du 07 avril 1997*, or any successor thereto;
 - (b) Burkina Faso’s *Institut National de la Statistique et de la Demographie* established and operating pursuant to *Arrêté N° 2003-MEDEV/SG/DG-INSD* in Burkina Faso, or any successor thereto;
 - (c) Cote D’Ivoire’s *Institut National de la Statistique* established and operating pursuant to *Décret n° 96.975 du 18 décembre 1996*, or any successor thereto;
 - (d) Guinea-Bissau’s *Instituto Nacional de Estantistica* established and operating pursuant to *Decree N° 2/91 of 25 March, Article 7*, or any successor thereto;
 - (e) Mali’s *Institut National de la Statistique* established and operating pursuant to *L’Ordonnance N°09-016/P-RM du 20 mars 2009, portant création de l’Institut National de la Statistique ; Le Décret N°09-126/P-RM du 20 mars 2009, fixant l’organisation et les modalités de fonctionnement de l’Institut National de la Statistique ; L’Arrêté N°09-363/MEF du 08 décembre 2009, Portant Nomination des Membres du Conseil d’Administration de l’Institut National de la Statistique*;
 - (f) Niger’s *Institut National de la Statistique* established and operating pursuant to *Décret n° 2004-265/PRN/ME/F du 14 septembre 2004 Portant attributions, composition et fonctionnement du Conseil National de la Statistique (CNS); Décret n° 2004-264/PRN/ME/F du 14 septembre 2004 Portant statut, attributions et fonctionnement de l’Institut National de la Statistique (INS); Loi n° 2014-66 du 05 novembre 2014 Portant modification de la loi N°2004-11 du mars 2014 sur l’organisation de l’activité statistique et créant l’Institut National de la Statistique; Loi n° 2004-011 du 30 mars 2004 portant sur l’organisation de l’activité statistique et créant l’Institut National de la Statistique; and DECRET N° 2009-143/PRN/ME/F du 23 avril 2009 portant nomination du Vice-Président du Conseil National de la Statistique (CNS)* or any successor thereto;
 - (g) Senegal’s *Agence Nationale de la Statistique et de la Demographie* established and operating pursuant to *Décret n° 2011-1059 du 29 juillet 2011 portant création et fixant les modalités d’organisation et de fonctionnement de l’Ecole nationale de la Statistique et de l’Analyse*

économique; Loi n°2012-03 du 03 janvier 2012 modifiant et complétant la Loi n° 2004-21 du 21 juillet 2004 portant organisation des activités statistiques, or any successor thereto; and

- (h) Togo's *Institut National de la Statistique, des Etudes Economiques et Demographie* established and operating pursuant to *La Loi N°2011-014*, and any successor thereto,

and "Project Implementing Entities" or "PIEs" means, collectively, two or more such entities.

12. "Project Implementation Unit" or "PIU" means the Recipient's unit referred to in Section I.A.1(b) of Schedule 2 to this Agreement.
13. "Project Operations Manual" means the Recipient's manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
14. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to a PIE.
15. "Subsidiary Financing" means the principal amount of the Grant made available to a PIE under the Subsidiary Agreement.
16. "Training" means the costs associated with training, conferences, workshops and study tours provided under the Project, based on the Annual Work Plan and Budget, consisting of reasonable expenditures (other than expenditures for consultants' services) for: (a) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; (d) stipends; and (e) training material preparation, acquisition, reproduction and distribution expenses.
17. "WAEMU Commission" means the Recipient's commission established and operating pursuant to Article 26 of the Modified WAEMU Treaty.
18. "WAEMU Member Country" means each of the following states: Benin; Burkina Faso; Cote D'Ivoire; Guinea-Bissau; Mali; Niger; Senegal and Togo, and "WAEMU Member Countries" means, collectively, two or more such states.
19. "Modified WAEMU Treaty" means the treaty establishing the WAEMU.
20. "West African Economic and Monetary Union" or "WAEMU" means *l'Union Economique et Monétaire Ouest Africaine (UEMOA)*.

21. “WAEMU Internal Control Systems” means the Recipient’s administrative, institutional, organizational and regulatory measures for financial management, including : (a) *Règlement No.01/2008/CM/UEMOA Portant Règlement financier des Organes de l’Union Economique et Monétaire Ouest Africaine*, and (b) *Manuel de Procédures Intégrées des Organes de l’UEMOA du 1er janvier 2011*.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:

“Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Financing Agreement, is subject to the Association’s policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant specified in the Financing Agreement, as required to ensure consistency with such policy of the Association.”

2. Sections 3.03, 3.04 and 3.08 are deleted in their entirety, and Sections 3.05, 3.06, 3.07, 3.09 and 3.10 are re-numbered, respectively, as Sections 3.03, 3.04, 3.05, 3.06 and 3.07.

3. Paragraphs (b) and (c) of the newly re-numbered Section 3.07 are modified to read as follows:

“(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Member Country, or in connection with their execution, delivery or registration.”

4. In Section 4.11, paragraph (a) is modified to reads as follows:

“Section 4.11. *Visits*

- “(a) The Recipient shall take all action necessary or useful to ensure that the Member Country affords all reasonable opportunity for representatives of the Association to visit any part of their territories for purposes related to the Grant or the Project.”
5. Section 5.01 is deleted in its entirety.
6. Section 6.02 is modified as follows:
- (a) Paragraph (j) on *Membership* is modified to read as follows:
- (j) *Membership.* The Member Country or any member of the Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund.”
- (b) Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:
- “(m) *Interference.* The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Financing Agreement; or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to Grant or the Project.”
7. Paragraph (a) of Section 8.01 is modified to read as follows:
- “(a) The execution and delivery of each Legal Agreement on behalf of the Recipient which is a party to such Legal Agreement have been duly authorized by all necessary corporate action.”
8. The Appendix (**Definitions**) is modified as follows:
- (a) Paragraph 29 is modified to read as follows:
- “29. “Foreign Expenditure” means an expenditure in the Currency of any country other than the Member Country for goods, works or services supplied from the territory of any country other than the Member Country.”
- (b) Paragraph 33 is modified to read as follows:
- “33. “Local Expenditure” means an expenditure: (a) in the Currency of the Member Country; or (b) for goods, works or services supplied

from the territory of the Member Country; provided, however, that if the Currency of the Member Country is also that of another country from the territory of which goods, works or services are supplied, an expenditure in such Currency for such goods, works or services shall be deemed to be a Foreign Expenditure.”

- (c) A new paragraph 34 with the definition of Member Country is added to read as follows, and the subsequent paragraphs are renumbered accordingly;

“34. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

- (d) Renumbered paragraph 46 is modified to read as follows:

“46. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”