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CREDIT NUMBER 7636-BF

# **Financing Agreement**

**(Human Capital Protection Project)**

**between**

**BURKINA FASO**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between BURKINA FASO (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of ninety-two million seven hundred thousand Euros (EUR 92,700,000), as such amount may be converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to: (a) assist in financing the project described in Schedule 1 to this Agreement (“Project”); and (b) provide the Rapid Response Option (“RRO”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are February 15 and August 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Euro.

**ARTICLE III — PROJECT; CONTINGENT EMERGENCY RESPONSE  
PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project and the Contingent Emergency Response Project (“CERP”). To this end, the Recipient shall: (a) carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement; and (b) shall carry out, or cause to be carried out, the CERP in accordance with Article V of the General Conditions.

#### **ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has established the Project Coordination Unit, and has appointed or recruited its key staff, including: a Project coordinator, a financial management specialist, a procurement specialist, a monitoring and evaluation specialist, an environmental specialist, a social development specialist, a gender-based violence specialist, and a security specialist, all with qualifications, experience, and terms of reference, acceptable to the Association.
  - (b) The Recipient has prepared and adopted the Project Implementation Manual, in accordance with Section I.B of Schedule 2 to this Agreement.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (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 Signature Date.

#### **ARTICLE V — REPRESENTATIVE; ADDRESSES**

- 5.01. The Recipient’s Representative is its minister in charge of finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient’s address is:  
  
Ministry of the Economy and Finance  
*395, Avenue du 11 décembre*  
01 BP 7008  
Ouagadougou 01,  
Burkina Faso; and
  - (b) the Recipient’s Electronic Address is:

Telex:	Facsimile:	E-mail:
5555	(+226) 25-31-27-15	dgcoop@finances.gov.bf

5.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	cdesousa@worldbank.org

AGREED as of the Signature Date.

**BURKINA FASO**

By



\_\_\_\_\_  
**Authorized Representative**

Aboubakar NACANABO

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ Minister of Economy, Finance and forecasting

**Date:** \_\_\_\_\_ 26-Sep-2024

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By



\_\_\_\_\_  
**Authorized Representative**

Clara de Sousa

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ CD

**Date:** \_\_\_\_\_ 26-Sep-2024

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to support the Recipient's efforts to ensure the provision of essential social services.

The Project consists of the following parts:

#### **Part 1: Ensure the provision of essential health and education services**

1.1. Ensuring the provision of essential health services including through the implementation of the Recipient's Free Healthcare Program, the provision of hospital and health centers services, and the provision of routine vaccines.

1.2. Ensuring the provision of essential education services including through the organization of exams and competitions, including baccalaureate, training and supervision of teachers, and equipment of teachers with materials, including pedagogical kits.

#### **Part 2: Project Management**

Support the Recipient's day-to-day implementation of activities including management and coordination costs, audits, and preparation and implementation of environmental and social instruments required for the Project.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

###### 1. *Ministry of Economy and Finance*

The Recipient's ministry responsible for economy and finance ("MEF") shall have the overall responsibility of Project implementation. MEF shall coordinate with other ministries and relevant entities, as needed for the implementation of the Project activities.

###### 2. *Steering Committee*

The Recipient shall maintain, throughout the implementation of the Project, the Steering Committee, chaired by the program budget manager in MEF, with a composition, mandate, terms of reference and resources acceptable to the Association, to be responsible for: (a) providing strategic and addressing policy-related issues; (b) approving the Annual Work Plans and Budgets; and (c) reviewing and approving the publication of annual progress reports and audited financial statements of the Project ("Steering Committee"). The Steering Committee shall meet every semester.

###### 3. *Project Coordination Unit*

(a) The Recipient shall maintain, throughout the implementation of the Project, a unit within MEF, with a composition, mandate, terms of reference, and resources acceptable to the Association, to be responsible for, *inter alia*: overall Project coordination and implementation, including the preparation of Annual Work Plans and Budgets, procurement, financial management, monitoring and evaluation, and environmental and social management of the Project ("Project Coordination Unit" or "PCU").

(b) The Recipient shall ensure that the PCU: (i) appoints IGF to conduct ex-ante audit of Project expenditures; (ii) contracts an independent external auditor to conduct ex-post audit of Project expenditures; and (iii) updates its computerized accounting system, no later than one (1) month after the Effective Date, or any later date agreed by the Association.

##### B. **Project Implementation Manual**

1. The Recipient shall prepare and adopt a Project Implementation Manual containing detailed arrangements and procedures for: (a) institutional coordination

and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement, including the list of pre-approved operating costs; (d) monitoring, evaluation, reporting and communication; and (e) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall afford the Association a reasonable opportunity to review such manual, and shall thereafter adopt such manual as shall have been approved by the Association (“Project Implementation Manual” or “PIM”).
3. The Recipient shall carry out the Project in accordance with the PIM and shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, without the prior written agreement of the Association.
4. In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

**C. Annual Work Plans and Budgets**

1. The Recipient shall: (a) for the first year of Project implementation, no later than one (1) month after the Effective Date, prepare and furnish to the Association, an annual work plan and budget (“Annual Work Plan and Budget”) containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing; and (b) for subsequent years of Project implementation, not later than November 30 of each year of Project implementation, prepare and furnish to the Association, Annual Work Plan and Budget, containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed Annual Work Plan and Budget and thereafter ensure that the Project is implemented in accordance with such Annual Work Plan and Budget as shall have been approved by the Association.

**D. Environmental and Social Standards**

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social



Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and

appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

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

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

**Section III. Withdrawal of the Proceeds of the Financing**

**A. General**

Without limitation upon the provisions of Article II of the General Conditions, the Recipient may withdraw the proceeds of the Financing: (a) to finance Eligible Expenditures for the Project or the CERP in accordance with the respective Disbursement and Financial Information Letter; and (b) allocated from time to time to Category (4) in accordance with the provisions of Section II.A of the relevant Schedule on “Program Actions, Availability of Financing Proceeds” (or such equivalent heading) to the Cat DDO Legal Agreement (including the relevant provisions of any other document that is referred to or forms part of the Cat DDO Legal Agreement), which are hereby incorporated by reference in this Agreement, and which shall apply, *mutatis mutandis*, to the amount of the Credit allocated to the aforementioned Category; all in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consulting services, Training and Operating Costs under Part 1 of the Project	92,330,000	100%
(2) Goods, non-consulting services, consulting services,		

Training and Operating Costs under Part 2 of the Project	370,000	100%
(3) Eligible Expenditures for the CERP	0	100%
(4) Complementary Financing for the Cat DDO	0	(Not applicable)
<b>TOTAL AMOUNT</b>	92,700,000	

For purposes of this table:

1. "Operating Costs" means the reasonable and incremental expenses incurred by the PCU, the Recipient's ministries in charge of education and health, and decentralized public health and education entities on account of Project implementation, based on periodic budgets acceptable to the Association, utilities including water and electricity, insurance, telecommunication including internet and phone communication, communication, office rent, fuel, transport and mission-related expenses, vehicles, including cars, motorcycles and ambulances, small office equipment (tables, chairs, shelves, office closets computers, photocopiers, printers etc.), office supplies and consumables (paper, pads, writing material, etc.), pedagogical kits, medical supplies including gloves, cotton, oxygen bottles, bands, essential drugs, vaccines and vaccine campaigns, nutrition products, reproduction and copying, transportation of exam-related material and personnel, correction of exams related expenses, consulting services of examiners, correctors and related expenses including transport, accommodation and restauration, support for information systems, translation costs, bank charges, and travel, transportation, *per diem* and accommodation costs (other than for training), and other reasonable expenditures directly associated with implementation of Project activities and as set forth in a list pre-approved by the Association.
2. "Training" means Project related study tours, training courses, seminars, workshops and other training activities including inspectors' visits, not included under goods or service providers' contracts, including costs of training materials,

space and equipment rental, local travel, *per diem* costs of trainees and trainers' fees, and interpretation and translation services.

**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 Signature Date, except that withdrawals up to an aggregate amount not to exceed EUR46,350,000 may be made for payments made prior to this date but on or after January 1, 2024, for Eligible Expenditures under Categories (1) and (2);
  - (b) for Eligible Expenditures under Category (3), until and unless the Association has notified the Recipient that the conditions set forth in Section 5.15 (a) of the General Conditions have been fulfilled; or
  - (c) for Complementary Financing for the Cat DDO under Category (4), until and unless:
    - (i) the Recipient has furnished to the Association a request to reallocate and thereafter withdraw all or part of the Unwithdrawn Credit Balance for the Complementary Financing for the Cat DDO, and such notice specifies the Cat DDO Legal Agreement; and
    - (ii) the Association has accepted said request and notified the Recipient thereof, and is satisfied, based on evidence satisfactory to it, that the conditions precedent to withdrawal of the financing provided under the Cat DDO Legal Agreement have been fulfilled.
2. In the event of withdrawal of the Complementary Financing for the Cat DDO, the Recipient shall comply with any provisions on "Deposits of Financing Proceeds/Amounts" and "Audits" (or such equivalent heading) set forth in Section II of the relevant Schedule on "Program Actions, Availability of Financing Proceeds" (or such equivalent heading) to the Cat DDO Legal Agreement (including the relevant provisions of any other document that is referred to or forms part of the Cat DDO Legal Agreement) to the same extent as if such provisions have been set out in full in this Agreement, except that: (a) the terms "Credit", "Grant" or "Financing" (or such equivalent terms) shall be deemed to refer to the amount of the Complementary Financing for the Cat DDO; and (b) the terms "Credit Account", "Grant Account" or "Financing Account" (or

such equivalent terms) shall be deemed to refer to the Credit Account for this Credit.

3. The Closing Date is December 31, 2025.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each February 15 and August 15: commencing February 15, 2035 to and including August 15, 2074	<b>1.25%</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

## APPENDIX

### Section I. Definitions

1. “Annual Work Plan and Budget” and “AWPB” each means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.C.1 of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016.
3. “Cat DDO Legal Agreement” means the agreement entered or to be entered between the Recipient and the Association or the Bank, as the case may be, for the Cat DDO, whose closing date is after the date when the Recipient requests the withdrawal of the Complementary Financing for the Cat DDO, as further specified by the Recipient in such request for withdrawal.
4. “Cat DDO” means the financing provided under the Cat DDO Legal Agreement with a deferred drawdown option for catastrophe risks.
5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. “Complementary Financing for the Cat DDO” means the amount of the Credit allocated to the Category entitled “Complementary Financing for the Cat DDO” in the table set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 7, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
8. “Environmental and Social Standards” or “ESSs” means, collectively:  
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”;

(v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

9. “Free Healthcare Program” means the Recipient’s program created through Decree No. 2016 311\_PRES/PM/MS/MADSI/MINEFID dated June 2, 2016 on free health care for women and children under five, aimed at paying providers for the cost of free goods and services (medical procedures, medicines, consultations, complementary examinations, hospital stays, medical evacuations and transport for primary EMS interventions) according to the basket of eligible health and nutrition care and services for beneficiaries.
10. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
11. “IGF” means *Inspection Générale des Finances*, the Recipient’s inspectorate general of finance responsible for the audit and control of all structures of the Recipient and its branches, and all structures that receive, hold or manage public funds, established through Decree No. 2023-0198/PRES-TRANS/PM/MEFP dated March 13, 2023, on the organization of the Ministry of Economy, Finance and Prospective.
12. “MEF” means *Ministère de l’Economie et des Finances*, the Recipient’s ministry in charge of economy and finance, or any successor acceptable to the Association.
13. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
14. “Project Coordination Unit” or “PCU” means the Project coordination unit created by the Recipient under the Burkina Faso Emergency Local Development and Resilience Project (Grant No. D7610-BF and Credit No. 6819-BF), in accordance with Section I.A.3 of Schedule 2 to this Agreement.
15. “Project Implementation Manual” or “PIM” means the Recipient’s manual for the Project referred to in Section I.B of Schedule 2 to this Agreement.



16. “Rapid Response Option” or “RRO” means the use of all or any portion of the Credit that has been requested by the Recipient and accepted by the Association in accordance with the terms of this Agreement to: (i) assist in financing the CERP; and (ii) provide complementary financing in support of the program defined in the Cat DDO Legal Agreement.
17. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
18. “Steering Committee” means the committee established by the Recipient under the Burkina Faso Emergency Local Development and Resilience Project (Grant No. D7610-BF and Credit No. 6819-BF), in accordance with Section I.A.2 of Schedule 2 to this Agreement.

## **Section II. Modifications to the General Conditions**

The General Conditions are hereby modified as follows:

1. Section 1.01 (*Application of General Conditions*) is amended by adding a new paragraph as follows:

“If the Financing Agreement provides for the use of the Financing to assist in financing the CERP, references in these General Conditions to the Project and the Respective Parts of the Project (other than those in sub-Sections 5.08(b)(i) and 5.08.(c)(i), and the definitions of terms “Anti-Corruption Guidelines”, “Procurement Regulations”, “Project”, and “Respective Part of the Project”) shall be deemed to also refer to the CERP and the Respective Parts of the CERP, respectively. Conversely, if the Financing Agreement does not provide for the use of the Financing to assist in financing the CERP, references to the CERP and the Respective Parts of the CERP in these General Conditions, and all clauses applicable exclusively to them, shall be disregarded.”
2. Paragraphs (b) and (c) of Section 5.08 (*Project Monitoring and Evaluation*) are amended to read as follows:

“(b) The Recipient shall:

  - (i) in respect to the Project, prepare or cause to be prepared periodic reports (“Project Report”), in form and substance satisfactory to the Association, integrating the results of such Project monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project, and to achieve its objectives;

- (ii) in respect to the CERP, prepare or cause to be prepared periodic reports (“CERP Report”) and in form and substance satisfactory to the Association, integrating the results of the monitoring and evaluation activities of the CERP and setting out measures recommended to ensure the continued efficient and effective execution of the CERP, and to achieve its objectives; and such CERP Reports shall be prepared: (A) on an annual basis in the absence of an Eligible Crisis and Emergency; and (B) at least semi-annually, as further determined in the CERP Manual, throughout the implementation period of a Crisis Response Plan during an Eligible Crisis and Emergency; and
    - (iii) the Recipient shall furnish or cause to be furnished each Project Report or CERP Report to the Association promptly upon its preparation, afford the Association a reasonable opportunity to exchange views with the Recipient and the Project Implementing Entity on any such report, and thereafter implement such recommended measures, taking into account the Association’s views on the matter.
  - (c) Except as the Association may reasonably determine otherwise, the Recipient shall prepare, or cause to be prepared, and furnish to the Association:
    - (i) in respect to the Project, not later than six (6) months after the Closing Date: (i) a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Project, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing; and (ii) a plan designed to ensure the sustainability of the Project’s achievements; and
    - (ii) in respect to the CERP, not later than six (6) months after the end of the implementation period of the CERP: (i) a report of such scope and in such detail as the Association shall reasonably request, on the execution of the CERP, the performance by the Recipient and the Association of their respective obligations, and the accomplishment of the purposes of the Financing; and (ii) a plan designed to ensure the sustainability of the CERP’s achievements.”
3. A new Section 5.15 (*Contingent Emergency Response Project*) is added to read as follows:

“Section 5.15. *Contingent Emergency Response Project*

- (a) If the Financing Agreement provides for the use of the Financing to assist in financing the CERP, the Association may reallocate all or part of the Unwithdrawn Financing Balance for the financing of a specific Crisis Response

Plan if the Association has notified the Recipient that the following conditions have been fulfilled:

- (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to reallocate and thereafter withdraw all or part of the Unwithdrawn Financing Balance for the financing of a specific Crisis Response Plan under the CERP under implementation at the time of the request; and (B) the Association has agreed with such determination and accepted said request; and
- (ii) the Recipient has adopted the CERP Manual (with the CERP ESCP attached as an annex) and the Crisis Response Plan, both in form and substance acceptable to the Association.

(b) The Recipient shall carry out, or cause to be carried out, the CERP pursuant to the Crisis Response Plan(s), the CERP Manual, the Environmental and Social Standards, the CERP ESCP, and the environmental and social instruments prepared thereunder, all in a manner acceptable to the Association. To this end, the Recipient shall ensure that:

- (i) the structures and arrangements referred to in the CERP Manual are maintained throughout the implementation of the CERP and each of the Crisis Response Plans, in a manner and substance acceptable to Association;
- (ii) the environmental and social instruments required for the CERP and the respective Crisis Response Plan are prepared, disclosed and adopted in accordance with the CERP Manual and the CERP ESCP, and in form and substance acceptable to the Association;
- (iii) the measures and actions specified in the CERP ESCP are implemented with due diligence and efficiency, as provided in the CERP ESCP;
- (iv) sufficient funds are made available to cover the costs of implementing the CERP ESCP;
- (v) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the CERP ESCP, as provided in the said CERP ESCP;
- (vi) subject to the prior written agreement of the Association, any revised CERP ESCP or environmental and social documents prepared thereunder is disclosed promptly after their approval;
- (vii) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in

the CERP ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the CERP ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the CERP ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the CERP ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

(viii) the Association is promptly notified of any incident or accident related to or having an impact on the CERP which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the CERP ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

(d) The Recipient shall ensure that neither the Crisis Response Plan(s) nor the CERP Manual nor the CERP ESCP is amended, suspended, abrogated, repealed or waived without the prior written agreement by the Association. Nevertheless, in the event of any inconsistency between the provisions of the CERP Manual, the Crisis Response Plan(s), or the CERP ESCP, on the one side, and any provision of these General Conditions or the Legal Agreements, on the other, the provisions of the Legal Agreements and these General Conditions shall prevail.

(e) The Recipient shall, or shall cause to, establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of people affected by the CERP, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

(f) The Recipient shall ensure that that all bidding documents and contracts for civil works under the CERP include the obligation of contractors, subcontractors and supervising entities to: (i) comply with the relevant aspects of the applicable CERP ESCP and the environmental and social instruments referred to therein; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.”

4. The following definitions are inserted in the Appendix in alphabetical order as follows:

“[#]. “Contingent Emergency Response Project” and the term “CERP” mean the contingent emergency response project prepared from time to time by the Recipient and agreed with the Association aimed at responding promptly and effectively to an Eligible

Crisis or Emergency, as further elaborated in the Crisis Response Plan(s), as amended from time to time by agreement between the Recipient and the Association.”

“[#]. “CERP ESCP” means the environmental and social commitment plan for the CERP to be prepared and adopted by the Recipient, as the same may be amended from time to time in accordance with the provisions thereof, setting forth the material measures and actions that the Recipient shall carry out to address the potential environmental and social risks and impacts of the activities detailed in the Crisis Response Plan, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.”

“[#]. “CERP Manual” means the implementation manual to be prepared and adopted by the Recipient setting forth the detailed implementation arrangements for the CERP, including: (a) any structures or institutional arrangements, allocation of responsibilities and decision making powers for coordinating and implementing the activities thereunder; (b) the specific activities to be implemented under the CERP in response to the declared/determined Eligible Crisis and Emergency pursuant to the Crisis Response Plan; (c) the template for the Crisis Response Plan; (d) the positive list of Eligible Expenditures for the CERP; (e) the financial management and withdrawal arrangements for the implementation of the CERP; (f) the procurement methods and procedures to be followed in the implementation of the CERP; (g) a description of the environmental and social assessment and management arrangements applicable to the CERP; and (h) template of the CERP Reports as well as the monitoring and evaluation arrangements for the activities thereunder.”

“[#]. “CERP Report” means each report on the CERP to be prepared and furnished to the Association pursuant to Section 5.08 (b)(ii) of these General Conditions.”

“[#]. “Crisis Response Plan” means the plan to be prepared and adopted by the Recipient in response to an Eligible Crisis or Emergency detailing, among others: (a) the activities to be implemented under the CERP in response to the Eligible Crisis or Emergency; (b) the estimated budget therefor and corresponding appropriations and/or financing sources; (c) the implementation timeline which, unless the Association otherwise agrees, shall not exceed twelve (12) months; (d) the foreseeable procurement and an abridged CERP Procurement Plan therefor; and (e) the envisioned results framework and indicators.”

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

“[#]. “Environmental and Social Standards” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention

and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.”