# **OFFICIAL DOCUMENTS**

**GRANT NUMBER D065-TD** 

# **Financing Agreement**

(Regional Sahel Pastoralism Support Project)

between

REPUBLIC OF CHAD

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 2nd, 2015

#### **GRANT NUMBER D065-TD**

#### FINANCING AGREEMENT

AGREEMENT dated , 2015, entered into between REPUBLIC OF CHAD ("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) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

#### ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to thirty-two million seven hundred thousand Special Drawing Rights (SDR 32,700,000) ("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 Payment Dates are March 15 and September 15 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 the Project in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

#### ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that the CILSS Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the CILSS to perform any of its obligations under the CILSS Financing Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs.

# ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the CILSS.
  - (b) The Recipient has adopted the PIM in form and substance acceptable to the Association.
  - (c) The Recipient has appointed a national coordinator for the Project, with the terms of reference and qualifications acceptable to the Association.
- 5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the CILSS and is legally binding upon the Recipient and the CILSS in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date one hundred and 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 years after the date of this Agreement.

# ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister at the time responsible for Planning.
- 6.02. The Recipient's Address is:

Ministry of Planning and International Cooperation B.P. 286 N'Djamena, Republic of Chad

6.03. The Association's Address is:
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) 1-202-477-6391

Washington, D.C.

AGREED at Manager, CHAD, as of the day and year first above written.

REPUBLIC OF CHAD

Ву

Authorized Representative

Name: Marian Mahama

Title: Minister of Danning and Internation

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Idama Coulibaly

Title: Country Manager

### **SCHEDULE 1**

#### **Project Description**

The objective of the Project is to improve access to essential productive assets, services and markets, for pastoralist and agro-pastoralists in selected trans-border areas and along transhumance axes across six Sahel Countries, and strengthen country capacities to respond promptly and effectively to pastoral crises or emergencies.

The Project consists of the following parts:

# Part A: Animal Health Improvement

# 1. Upgrading of Infrastructure and Strengthening of National Veterinary Services (NVS) Capacities

Strengthening the NVS and improving the local provision of animal health services in pastoral and agro-pastoral areas, through, *inter alia*: (a) the construction and upgrading of essential infrastructure and equipment for NVS to carry out their duties; (b) the establishment of animal health professionals in strategic areas for pastoralists; (c) capacity building through academic and continuing training programs; and (d) the provision of targeted technical assistance.

# 2. Support for the Surveillance and Control of Priority Animal Diseases and Veterinary Medicines

Supporting the implementation of: (a) vaccination campaigns; (b) disease surveillance programs for a wide range of diseases; (c) veterinary drugs quality surveillance program; (d) awareness campaigns and training for pastoralists/agro-pastoralists to increase their involvement in surveillance and animal diseases control; and (e) establishment of a consultation mechanism amongst the Participating Countries, including, *inter alia*: (i) provision of equipment and services for the coordination of national animal health activities; (ii) the provision of tailor-made technical assistance mainly on epidemiological surveillance, and (iii) the development and implementation of specific training programs.

### Part B: Natural Resource Management (NRM) Enhancement

# 1. Improved Access to Natural Resource and Sustainable Rangeland Management

Enhancing the sustainable management of rangeland, though, *inter alia*: (a) awareness raising communication on policies and legal frameworks that deal with cross-border transhumance, access/use rights over natural resources, and related management/organizations; (b) promotion of dispute resolution mechanisms through information and training, as well as cross-border consultation platforms involving local

communities or country level sector stakeholders/officials; (c) strengthening the Recipient's capacity to monitor selected pastoral related natural resources and disseminate information and decision support tools; and (d) the development, negotiation and implementation of concerted NRM plans, mostly at local levels and along transhumance corridors.

# 2. Sustainable Management of Infrastructure for Access to Water

Provision of technical assistance, equipment and logistical assistance for, *inter alia*: (a) designing, building and rehabilitating water facilities (wells, boreholes, water pans and small earth reservoirs); (b) setting-up and building capacities of water user associations and management committees at community level for the management and maintenance of water facilities; (c) training of maintenance staff and service suppliers; and (d) design of policies, strategies, best practices and priority directions.

#### **Part C: Market Access Facilitation**

#### 1. Support to Market Infrastructure and Information Systems

Financing of a series of investments aimed at developing market infrastructure and small-scale value-added processing facilities, including, *inter alia*: (a) construction or rehabilitation of livestock markets along selected trade corridors; (b) rehabilitation of targeted rural roads; (c) construction of livestock rest areas equipped with appropriate logistics and services (slaughter areas, paddock, water supply, veterinary services); (d) creation of small-scale value added processing units for livestock products; and (e) establishment or upgrading of second generation livestock market information systems using adapted information and communication technology.

# 2. Support to Producer and Inter-professional Organizations, and Trade Facilitation

Strengthening producers' organizations and inter-professional associations through, *inter alia*: (a) capacity building programs for organizations' management and governance; (b) provision of technical assistance and small office equipment to livestock interprofessions for effective governance and adequate value chains integration; (c) provision of services to improve technical capacity of pastoral producers in value-adding activities; (d) provision of services for business development and conduct; and (e) provision of services for trade facilitation and learning.

#### Part D: Pastoral Crisis Management

### 1. Pastoral Crisis Preparedness and Livelihood Diversification

(a) Carrying out, at national level, activities directly related to crisis preparedness, including: (i) infrastructure works; (ii) strengthening and

harmonization of pastoralism related Information Systems (IS) and Early Warning System (EWS); (iii) development of pastoral crisis response plans; and (iv) strengthening of the capacity of EWS activation, all through the financing of information technology and communication equipment, training and capacity building activities on pastoral crisis management guidelines, technical assistance.

(b) Promoting viable livelihoods and alternatives for pastoral households, including for peoples moving out of pastoralism, with particular emphasis on women and youth, through the financing of activities: (i) to enhance people employability notably by developing access to adapted vocational training opportunities; and (ii) to support selected diversification Sub-projects generating local value addition and employment opportunities, and provision of Sub-financing through a competitive process.

# 2. Contingency Emergency Response

Establishment and implementation of an emergency response and recovery program, including the preparation of an operational guidelines for its implementation.

# Part E: Project Management and Institutional Support

# 1. Project Coordination, Fiduciary Management, Monitoring and Evaluation, Data Generation and Knowledge Management

Provision of technical advisory services, logistical assistance and small construction and rehabilitation work, to facilitate national/regional Project coordination, including the provision of incremental staff salaries, operating costs and carrying out of key national/regional studies aiming at preparing or documenting the Project's intervention, support for inter-ministerial work and cooperation of regional institutions for Project implementation, and financing of data generation on pastoral activities.

# 2. Institutional Support, Capacity Building, Advocacy and Communication

Provision of technical and investment support and training, including, *inter alia*: (a) an internal capacity gap analysis; (b) production of consolidated training plans; (c) identification of potential synergies and possibilities for cross-fertilization among the various operations in Participating Countries; and (d) development and implementation of a communication strategy.

# 3. Implementation of Regional Activities in Participating Countries

Implementing targeted technical assistance, training and information and knowledge sharing at regional level under Parts A, B, C, D and E.1 and E.2 of the Project, on behalf

of the Participating Countries, including goods and small works, as relevant, and in accordance with the PIM.

#### **SCHEDULE 2**

### **Project Execution**

# Section I. <u>Implementation Arrangements</u>

# A. Institutional Arrangements

- 1. The Recipient shall vest its Ministry of Livestock and Hydraulics with the responsibility of implementing the overall Project, with the assistance of CILSS, OIE and CRSA, as relevant, and providing oversight on all national level activities. To that end, the Recipient shall cause the Ministry of Livestock and Hydraulics to maintain a National Project Coordination Unit, with the terms of reference and staffing satisfactory to the Association, to be specifically responsible for: (a) Project management, including monitoring and evaluation, financial management of funds and procurement; (b) preparing national Project progress reports; and (c) communication.
- 2. The Recipient shall cause the Ministry of Livestock and Hydraulics to maintain until the completion of the Project, a National Steering Committee under terms of reference satisfactory to the Association, and which shall: (a) be vested with responsibility for providing policy and strategic guidance related to national level activities under the Project; (b) be chaired by the Recipient's Executive of the Monitoring Mechanism for Rural Development Projects and Programs (secretary general of a ministry), or a designee, and shall comprise of representatives from the government, stakeholders, farmers and the private sector; and (c) meet at least once each Fiscal Year to undertake, *inter alia*, the review and approval of the draft AWP&B.
- 3. The Recipient: (a) shall ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail; and (b) except as the Association shall otherwise agree, shall not amend, abrogate or waive any provision of the PIM.

### 4. The Recipient shall:

(a) prepare a draft AWP&B for each Fiscal Year, setting forth, *inter alia*:
(i) a detailed description of planned activities for the Project for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) 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 National 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 the final version of the AWP&B in the form approved by the Association not later than January 31 of such Fiscal Year.
- 5. For the purpose of smooth implementation of the Project, the Recipient shall:
  (a) no later than one month after the Effective Date, appoint all key staff required for the Project, including a Financial Management Specialist and a Procurement Specialist; (b) no later than three months after the Effective Date, appoint an internal auditor for the Project; and (c) no later than five months after the Effective Date, appoint an external auditor for the Project; all with the terms of reference and qualifications satisfactory to the Association.
- 6. The Recipient shall, no later than two months after the Effective Date, make available to the Project, a computerized accounting system, with technical specifications satisfactory to the Association.
- 7. The Recipient shall: (a) open and maintain until the completion of the Project, an account (Project Account), on terms and conditions acceptable to the Association; (b) replenish said account with an amount up to 2,000,000,000 FCFA over the life of the Project; (c) annually, deposit into the Project Account, the amount representing the Recipient's contribution to the Project for the current Fiscal Year consistent with the AWP&B; and (d) ensure that the amounts deposited into the Project Account shall be used exclusively for the purposes of defraying the cost of expenditures incurred for the execution of the Project, and not otherwise financed out of the proceeds of the Financing.

### B. Subsidiary Agreement

- 1. To facilitate the implementation of the targeted technical assistance, training, and information and knowledge sharing at the regional level under Part E.3 of the Project, the Recipient shall make an amount representing 4% of the proceeds of the Financing allocated from time to time to Category (2) of the table set forth in Section IV.A.2 of this Schedule, on a grant basis, available to the CILSS under a subsidiary agreement between the Recipient and the CILSS, under terms and conditions approved by the Association ("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. Anti-Corruption

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

# D. Sub-projects

- 1. The Recipient shall make Sub-financings to Beneficiaries under Part D.1(b)(ii) in accordance with eligibility criteria and procedures acceptable to the Association included in the PIM.
- 2. The Recipient shall make each Sub-financing under a Sub-financing Agreement with the respective Beneficiary on terms and conditions approved by the Association, which shall include the following:
  - (a) The Sub-financing shall be denominated in FCFA.
  - (b) 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 Beneficiary to use the proceeds of the Sub-financing, or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-financing Agreement; and (ii) require each Beneficiary to: (A) carry out its Sub-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 loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Sub-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 the Sub-project and the achievement of its objectives; (E) (1) 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 Subproject; and (2) at the Association's or the Recipient's request, 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; (F) enable the Recipient and the Association to inspect the Sub-project, 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.

3. The Recipient shall exercise its rights under each Sub-financing 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 any Sub-financing Agreement or any of its provisions.

# E. Safeguards

- 1. The Recipient shall ensure that the Project is implemented in accordance with Safeguard Frameworks and the Safeguards Instruments. To that end, if any Project activities would, pursuant to the relevant Safeguard Framework, require the preparation of a Safeguards Instrument, the Recipient shall ensure that said activities shall not be implemented unless and until said Safeguards Instrument has been: (a) prepared, in accordance with the relevant Safeguard Framework and furnished to the Association for approval; (b) disclosed following approval of the Association; and (c) all measures required to be taken thereunder prior to the commencement of said activities, have been taken. Except as the Association shall otherwise agree in writing, and subject to compliance with the same consultation and information disclosure requirements as applied to the adoption of the aforesaid Safeguards Instruments in the first instance, the Recipient shall not amend or waive any provision of the Safeguards Instruments.
- 2. The Recipient shall, in its Project Reports, report on progress made on compliance with the Safeguards Instruments under the Project, giving details of measures taken in furtherance of the Safeguards Instruments and any conditions which interfere or threaten to interfere with the timely implementation of the Safeguards Instruments, and remedial measures taken or required to be taken to address such conditions.
- 3. The Recipient shall ensure that all advisory, analytical, planning, institutional capacity building, strategizing and such other services carried out under the Project shall be carried out according to terms of reference, satisfactory to the Association, requiring such services to deliver products which take into account, and are consistent with, the Association's social and environmental safeguard policies.

# 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 calendar semester, and shall be furnished to the Association not later than two months after the end of the period covered by such report.

# 2. The Recipient shall:

- (a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the indicators acceptable to the Association, the carrying out of the Project and the achievement of the objective thereof;
- (b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about October 31 of each year, a report integrating the results of the monitoring and evaluation activities and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and
- (c) review with the Association, on or about November 30 of each year, or such later date as the Association shall request, the report referred to in the preceding paragraph (b), and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

# B. Financial Management, Financial Reports and Audits

- 1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
- 2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association, as part of the Project Report, not later than one month after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
- B. Particular Methods of Procurement of Goods, Works and Non-consulting Services
- 1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
- 2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding, subject to the use of the World Bank Standard Bidding Documents; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; (e) Direct Contracting; (f) Force Account; (g) Procurement from an agency of the United Nations; (h) Well-established Private Sector

Procurement Methods or Commercial Practices which have been found acceptable to the Association; (i) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the Association; and (j) Community Participation procedures which have been found acceptable to the Association.

### 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) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association; (g) Selection of an agency of the United Nations; (h) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (i) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (j) 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.

### 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:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants' services and Incremental Operating Costs under Parts A, B, C, D (except Part D.2) and E of the Project (except Part E.3)	28,000,000	100%
(2) Goods, works, Incremental Operating Costs and consultants' services under Part E.3 of the Project	1,300,000	100%
(3) Sub-financing for Sub-projects under Part D.1 (b)(ii) of the Project	2,900,000	100%
(4) Goods, works, non-consulting services, consultants' services and Incremental Operating Costs for Contingency Emergency Response activities under Part D.2 of the Project	0	100%
(5) Refund of Preparation Advance	500,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	32,700,000	

# 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) for payments against activities under Part D.2 of the Project, under Category (4), unless the Recipient has adopted the IRM-OM, in form and substance acceptable to the Association.
- 2. The Closing Date is December 31, 2021.

#### **APPENDIX**

#### Section I. Definitions

- 1. "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.
- 2. "AWP&B" means the annual work program and budget prepared by the Recipient as referred to in Section I A.4 of Schedule 2 to this Agreement.
- 3. "Beneficiary" means a physical or legal person that meets the eligibility criteria described in the PIM (as hereinafter defined) and qualified to receive Subfinancing under Part D.1(b)(ii) of the Project.
- 4. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 5. "CRSA" means *Centre régional de santé animale*, a regional center established to facilitate and enhance collaboration and complementarity in the field of animal health in West Africa.
- 6. "CILSS" means the Comite Permanent Inter-Etats de lutte contre la sècheresse dans le Sahel, the Permanent Interstate Committee for Drought Control in the Sahel, established as an international organization pursuant to the Convention portant création du Comite Permanent Inter-Etats de lutte contre la sécheresse dans le Sahel, dated September 12, 1973, and revised on April 22, 1994.
- 7. "CILSS Legislation" means Convention portant création du Comite Permanent Inter-Etats de lutte contre la sécheresse dans le Sahel, dated September 12, 1973, and revised on April 22, 1994.
- 8. "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).
- 9. "Displaced Person" means a person who, on account of the execution of an activity under the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; "Displaced Persons" means all such persons.

- 10. "Environmental Management Plan" or "EMP" means an environmental management plan or plans to be prepared by the Recipient in accordance with the ESMF (as hereinafter defined), and to be duly disclosed in country and in the Association's Info-shop, that set out the environmental protection measures, including measures for the protection of physical cultural resources, in respect of the Project, as well as administrative and monitoring arrangements to ensure the implementation of said plan, as said plan may be revised from time to time with the prior written agreement of the Association, and such term includes all schedules and agreements supplemental thereto.
- 11. "Environmental and Social Management Framework" or "ESMF" means the ESMF prepared by the Recipient, satisfactory to the Association, disclosed in country and in the Association's Info-shop on March 30, 2015, providing details about the process for management of the environmental and social aspects of the activities to be carried out under the Project, as the same may be amended from time to time with the Association's prior written concurrence.
- 12. "FCFA" means Franc de la Communauté Financiere d'Afrique.
- 13. "FY" or "Fiscal Year" means the Recipient's Fiscal Year, starting January 1 and ending December 31.
- 14. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
- 15. "Incremental Operating Costs" means incremental expenditures incurred by the Recipient on account of Project implementation, management and monitoring, including: dissemination of Project related information, travel costs, lodging and per diem for field trips related to Project implementation; vehicle rent; supplies and utilities; salaries of contractual staff; mail, advertisement costs, translation costs, commercial bank charges, communication costs, office equipment and maintenance, hardware and software, as such costs shall be agreed with the Association on an annual basis, but excluding salaries of officials and/or employees of the Recipient's civil service.
- 16. "IRM-OM" means the Immediate Response Mechanism Operational Manual, to be prepared by the Recipient to guide the implementation of each of the activities under Part D.2 of the Project, and which provides details on financial management, procurement and disbursement arrangements, as well as coordinating mechanisms, and roles and responsibilities of relevant implementing agencies and oversight bodies.
- 17. "Ministry of Livestock and Hydraulics" means the Recipient's Ministry of Livestock and Hydraulics, or any of its successors.

- 18. "NPCU" means the National Project Coordination Unit referred to in Section I. A.1 of Schedule 2 to this Agreement.
- 19. "National Steering Committee" means the committee established by the Recipient and referred to in Section I A.2 of Schedule 2 to this Agreement.
- 20. "OIE" or 'Office International des Epizooties" means the World Organization for Animal Health, an intergovernmental organization established pursuant to an international agreement signed on January 25, 1924, and responsible for improving animal health worldwide.
- 21. "Participating Countries" means the Sahel Countries (as hereinafter defined) participating in the Project.
- 22. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on September 24, 2014, and on behalf of the Recipient on October 3, 2014.
- 23. "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).
- 24. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 10, 2015, 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.
- 25. "PIM" means the project implementation manual to be adopted by the Recipient pursuant to Section 5.01 (c) of this Agreement, which shall include provisions, inter alia, on: (i) institutional administration, coordination and day to day execution of Project activities; (ii) capacity building activities for sustained achievement of the Project's objective; (iii) methods and criteria for the selection of activities to be carried out under the Project; (iv) financial management and disbursement; (v) procurement; (vi) monitoring and evaluation, reporting, information, education and communication of Project activities; and (vii) such other technical and organizational arrangements and procedures as shall be required for the Project.
- 26. "Resettlement Policy Framework" or the acronym "RPF" means the Resettlement Policy Framework, acceptable to the Association, prepared and adopted by the Recipient, and disclosed in country and in the Association's Infoshop on March 30, 2015, said framework setting out the policies and procedures for the acquisition of land and other assets, compensation, resettlement and rehabilitation of Displaced Persons, and for the preparation of Resettlement

Action Plans as may be required for Project activities, as said framework may be revised from time to time with the prior written concurrence of the Association; and such term includes all schedules and agreements supplemental to said framework.

- 27. "Resettlement Action Plan" or "RAP" means the resettlement action plan to be prepared by the Recipient in form and substance acceptable to the Association and in accordance with the RPF, and to be duly disclosed in country and in the Association's Info-shop, setting forth the measures necessary to ensure that the Displaced Persons under the Project are: (i) informed about their options and rights pertaining to resettlement; (ii) consulted on, offered choices among; and provided with technically and economically feasible resettlement alternatives; (iii) provided: (A) prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project; (B) assistance (such as moving allowances) during relocation; and (C) 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; (iv) 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; and (v) provided with development assistance in addition to the aforementioned compensation measures, such as land preparation, credit facilities, training, or job opportunities.
- 28. "Safeguard Frameworks" means, collectively, the ESMF and the RPF; and "Safeguard Framework" means any one of the Safeguard Frameworks.
- 29. "Safeguards Instruments" means collectively the EMP, the ESMF, the RPF and the RAP.
- 30. "Sahel Countries" shall, for the purpose of this Project, be deemed to include, Burkina Faso, the Republic of Chad, the Republic of Mali, the Islamic Republic of Mauritania, the Republic of Niger, and the Republic of Senegal, participating in the Project.
- 31. "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 the CILSS.
- 32. "Sub-financing" means a financing made, or proposed to be made, by the Recipient to a Beneficiary to finance a Sub-project.
- 33. "Sub-financing Agreement" means the agreement to be entered into between the Recipient and a Beneficiary for the purposes of carrying out and financing a Subproject.

- 34. "Sub-project" means a specific activity under Part D.1(b)(ii) of the Project financed, or proposed to be financed, through a Sub-financing.
- 35. "Training" means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, *per diem* allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.