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CREDIT NUMBER 5735-TG

**Financing Agreement**

(Mining Governance and Development Project)

between

REPUBLIC OF TOGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated January 29, 2016

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**CREDIT NUMBER 5735-TG**

**FINANCING AGREEMENT**

AGREEMENT dated January 29, 2016, entered into between REPUBLIC OF TOGO ("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 credit in an amount equivalent to 13,400,000 Euros (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment; and (b) three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 15 and August 15 in each year.

- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Euro.
- 2.08. The Recipient shall, for the purposes of making available its counterpart contribution to the financing of the Project:
- (a) Maintain in CFA Franc a Project Account in a commercial bank in terms and conditions satisfactory to the Association;
  - (b) Following an initial deposit of an amount equivalent to CFA Francs 20,000,000 by July 31, 2016, thereafter replenish the Project Account by depositing additional amounts equivalent to: CFA Francs 20,000,000 by July 31 commencing 2017. The total amount of counterpart contribution will be CFA Francs 100,000,000.
  - (c) Ensure that amounts deposited into the Project Account shall be used exclusively to make payments to meet expenditures in respect of the reasonable cost of salary to government officials related to the Project.

### **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 through the MME 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 at any time before the Disbursement Deadline Date, the Recipient has failed, in the opinion of the Association, to apply standards or implement measures consistent with international good practice to ensure the environmentally and socially sustainable management of all mining operations in its jurisdiction that have commenced or are materially revised subsequent to the date of this Agreement.

**ARTICLE V —TERMINATION**

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.02. 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 of Economy, Finance and Development Planning.

- 6.02. The Recipient's address is:

Ministère de l'Economie, des Finances et de la Planification du Développement  
Immeuble CASEF  
B.P. 387  
Lomé - Togo

Facsimile:

(228) 22 21 09 05

- 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 Washington, D.C.	248423 (MCI)	1-202-477-6391

AGREED at *Lomé, Togo*, as of the day and year first above written.

REPUBLIC OF

By



Authorized Representative

Name: **Adji Otèth AYASSOR**

Title: **LE MINISTRE D' ETAT**

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: *Joelle Businger*

Title: *Country Manager for Togo*

## SCHEDULE 1

### Project Description

The objective of the Project is to streamline the institutional arrangements of key organizations in the extractive industries to strengthen their efficiency and accountability for effective management of the sector.

The Project consists of the following parts:

#### **Part A: Mining Governance, Transparency, Oversight and Efficiency**

Enhancement of the Recipient's management and monitoring of its mineral development activities, including:

1. Reinforcement of data management services, consisting of: (a) a modern computer-based cadastral system with supporting administrative structure within MME for the efficient and transparent management of mineral exploration and mining rights; and (b) a national digital geo-data storage, management and assessment system for public dissemination of such data.
2. (a) Provision of technical, legal economic and financial advice to the Recipient's representatives, including review of feasibility studies, production plans, for mining and associated infrastructure development plans, drafting of mining and ancillary infrastructure development agreements; and (b) strengthening the capacity of relevant government representatives on mining business skills.
3. Strengthening the OTR and mining inspection and control agencies within the MME to improve mechanisms for monitoring of mineral production data and inspection of related tax filings and enhance tax collection and other revenue generation processes.
4. Carrying out of a program of activities to support the modernization of the organizational structure of the MME through capacity building and technical assistance to departments within the MME.
5. Strengthening the corporate governance structures of state owned entities in the mining sector, including SNPT, through capacity building and technical assistance.
6. Carrying out of a detailed assessment of the Recipient's ASM sector, including the preparation of an action plan for: (a) regulatory initiatives to facilitate effective monitoring of ASM activities through formalization of ASM operations; (b) technical assistance in support of environmental management and health and safety in ASM areas; (c) enhanced value creation from fair trade and processing; and (d) assessment of conditions for women engaged in ASM activities.

**Part B: Mining Related Environmental, Social and Economic Development**

1. Carrying out a program of activities to support higher education and public access to information on mineral development, including the improvement of applicable course curricula at the University of Lomé.
2. Carrying out of a strategic environmental and social assessment and development of a comprehensive environmental and social management framework for the Recipient's mining sector, including *inter alia*, (a) implementation of priority recommendations identified by the SESA; (b) initiation of updates to relevant sector regulations; (c) strengthen the capacity within MME and other ministries and relevant institutions of the Recipient as determined by the SESA for environmental and social management of mining activities; and (d) carrying out of activities to support local platforms for community development and accountability.
3. Support towards economic diversification and job creation derived from mining activities, including, *inter alia*, (a) carrying out of studies to improve local procurement by the mining industry and outline related infrastructure needs and related costs; and (b) provision of technical assistance to nationals in the establishment of small and medium sized enterprises and public-private partnerships aimed at increasing value creation from mineral exploitation.

**Part C: Project Coordination and Management**

Project coordination, management, and monitoring, and carrying out of financial audits and periodic evaluations, and financing of Operating Costs.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

##### 1. Ministry of Mines and Energy

MME shall be responsible for overall Project implementation and management.

##### 2. Inter-Ministerial Strategic Coordination Committee

(a) The Recipient shall maintain, at all times during the implementation of the Project, the Inter-ministerial Strategic Coordination Committee with a mandate, composition and resources satisfactory to the Association.

(b) Without limitation upon the provisions of paragraph (a) of Section I.A.2 of this Schedule 2, the Inter-ministerial Strategic Coordination Committee shall be chaired by the Minister of the MME or his or her representative, with the Minister of the MEFDP or his or her representative as vice-chair, and shall be comprised of, *inter alia*, the ministers or senior representatives of the Recipient's ministries at the time responsible for planning and development, environment, social affairs and infrastructure.

(c) The Inter-ministerial Strategic Coordination Committee shall be responsible for Project oversight, including *inter alia*: providing overall Project guidance, facilitating coordination of Project activities and assuring coordination with other related government and donor-funded activities within the extractives industry.

##### 3. Project Implementation Unit

No later than three (3) months after the Effective Date, the Recipient shall establish and maintain within the MME, at all times during Project implementation, a permanent Project Implementation Unit with composition, terms of reference and resources satisfactory to the Association and which shall be: (a) comprised of qualified and experienced personnel in adequate numbers, and to this end, *inter alia*, recruit: a project coordinator, a procurement specialist, a financial management specialist, a team member responsible for environmental and social safeguards and a monitoring and evaluations specialist; all with qualifications and terms of reference acceptable to the Association; and (b) be responsible for overall day-to-day Project coordination and implementation, including, *inter alia*, (i) consolidating and preparing proposed annual work plans of activities for



inclusion in the Project, and updating the procurement plan and related budgets and consolidating Project Reports for review by the Inter-ministerial Strategic Coordination Committee; (ii) carrying out Project financial management and procurement activities; and (iii) monitoring and evaluating the Project.

4. Interim Project Implementation Unit

- (a) The Recipient shall, maintain the Interim Project Implementation Unit, with composition, terms of reference and resources satisfactory to the Association, until such time as the PIU shall be established and operational in accordance with the provisions of Section I.A.3 of this Schedule 2, whereupon the PIU shall take over from the Interim PIU all of the responsibilities performed by the latter with respect to the implementation of the Project.
- (b) Without limitation upon the provisions of Paragraph (a) of Section I.A.4 of this Schedule 2, the Interim PIU shall: (i) be comprised of qualified and experienced personnel in adequate number with terms of reference acceptable to the Association; and (ii) be responsible for day-to-day Project coordination and implementation, including, *inter alia*, (A) consolidating and preparing proposed annual work plans of activities for inclusion in the Project, and updating the procurement plan and related budgets and consolidating Project Reports for the Inter-ministerial Strategic Coordination Committee's review; (B) carrying out Project financial management and procurement activities; and (C) monitoring and evaluating the Project.

**B. Anti-Corruption**

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

**C. Project Implementation Manual**

- 1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual and shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, without the prior written consent of the Association.
- 2. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

**D. Annual Work Plans and Budgets**

1. Not later than November 15 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Recipient shall prepare or cause to be prepared for the purpose of forwarding to the Association: a draft annual work plan and budget for the Project (including Training and Operating Costs) for the subsequent calendar year of Project implementation, of such scope and detail as the Association shall have reasonably requested.
2. The Recipient shall afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out (or cause to be carried out) such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association. Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.
3. Any Training proposed to be included in an Annual Work Plan and Budget, shall include, *inter alia*: (a) particulars of the Training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel if known; (c) the selection method of the institution or individuals conducting such Training; (d) the institution conducting such Training if identified; (e) the purpose and justification for such Training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such Training.
4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association's prior written approval.

**E. Environmental and Social Safeguards**

1. (a) For purposes of Part B.2 of the Project, the Recipient shall: (i) not later than twenty-four (24) months after the Effective Date: (A) carry out a strategic environmental and social assessment of the Recipient's mining sector under terms of reference satisfactory to the Association in order to identify and assess environmental and social issues associated with its mining sector (including the adequacy of the Recipient's environmental and resettlement policies) and recommend measures based on said assessment to address such issues; (B) prepare and furnish to the Association a detailed time-bound action plan to implement such recommendations, including *inter alia*, the regulatory instruments required therefore; and (C) afford the Association a reasonable opportunity to review the SESA and said action plan; (ii) thereafter, but not later than six (6) months after the completion of the SESA, disclose in an accessible public manner and adopt such action plan as shall have been agreed with the Association; and (iii) timely implement such actions outlined in the said action plan as agreed with the Association.

- (b) The Recipient shall ensure that the Project Reports referred to in Part A of Section II of this Schedule 2 include adequate information on the status of preparation and implementation of the regulatory instruments referred to in paragraph 1(a) above.
- 2. The Recipient shall ensure that:
  - (a) all terms of reference for any technical assistance and studies to be carried out under the Project are consistent with the Association's environmental and social safeguard policies; and
  - (b) in drafting any regulatory instruments under the Project, due attention will be given to said policies.

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

**A. Project Reports**

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 forty-five (45) days after the end of the period covered by such report.

**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, not later than forty-five days 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.

4. No later than four (4) months after the Effective Date, the Recipient shall establish and maintain at all times during Project implementation, and successfully train relevant staff in the use thereof, a computerized accounting system within the Interim PIU or the Project Implementation Unit as the case may be, in form and substance acceptable to the Association.
5. In order to ensure the timely carrying out of the audits referred to in Section II. B.3 of this Schedule, the Recipient shall engage auditors for the purpose not later four (4) months after the Effective Date, in accordance with the provisions of Section III of this Schedule.

**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 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 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:

<b>Procurement Method</b>
(a) Limited International Bidding
(b) National Competitive Bidding, subject to the additional procedures set forth in paragraph 3 below
(c) Shopping
(d) Direct Contracting

3. **Requirements for the National Competitive Bidding.** The procedures to be followed for National Competitive Bidding shall be those set forth in the Recipient's Procurement Code No. 2009-277/PR dated November 11, 2009, as revised from time to time in a manner deemed acceptable to the Association, subject, however, to the modifications described in the following paragraphs required for compliance with the Procurement Guidelines:
- (a) Standard bidding documents acceptable to the Association shall be used for any procurement process under National Competitive Bidding.
  - (b) No domestic preference shall be given for domestic bidders and/or for domestically manufactured goods.
  - (c) Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only such criteria so specified shall be used to determine whether a bidder is qualified: (i) a contract shall be awarded to the qualified bidder offering the lowest-evaluated and substantially responsive bid; and (ii) bidders shall not be eliminated on the basis of minor, non-substantial deviations.
  - (d) In accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed from the proceeds of the Financing shall provide that: (i) the bidders, suppliers, and contractors and their subcontractors, agents, personnel, consultants, service providers or suppliers, shall permit the Association, at its request, to inspect their accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Association; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.
  - (e) Each bidding document and contract financed from the proceeds of the Financing shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of the Procurement Guidelines.

The Association may sanction a firm or individual, at any time, in accordance with prevailing Association sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded an Association-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or service provider of an otherwise eligible firm being awarded an Association-financed contract.

**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:

<b>Procurement Method</b>
(a) Selection under a Fixed Budget
(b) Least Cost Selection
(c) Selection Based on the Consultants' Qualifications
(d) Single-Source Selection
(e) 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. Other Procurement Covenants**

The Recipient shall, no later than six (6) months after the Effective Date, train the procurement staff of the Project Implementation Unit in the use of the Association's procurement procedures in a manner satisfactory to 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:

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in Euro)</b>	<b>Percentage of Expenditures to be Financed with Taxes</b>
(1) Goods, non-consulting services, consultants’ services, Operating Costs and Training for the Project	12,800,000	100%
(2) Refund of Preparation Advance	600,000	Amount payable pursuant to Section 2.07 of the General Conditions
<b>TOTAL AMOUNT</b>	13,400,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is December 31, 2020.

**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, 2022 to and including August 15, 2053	<b>1.5625%</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 Section 3.03(b) of the General Conditions.



## APPENDIX

1. “Annual Work Plan and Budget” means the annual work plan and budget as prepared by the Recipient for and approved by the Association in accordance with the provisions of Section I.D 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. “ASM” means artisanal and small scale mining.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “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).
6. “Disbursement Deadline Date” refers to the Closing Date or such later date established by the Association for receipt of applications for withdrawal (and supporting documentation) pursuant to Section 3.7 of the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association.
7. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
8. “Interim Project Implementation Unit” and “Interim PIU” mean the unit referred to in Section I.A.4 of Schedule 2 to this Agreement and established pursuant to the Recipient’s Letter *No.082/MME/CAB/DGMG/2015 portant Désignation officielle des membres intérimaires de l’équipe de coordination du Projet PDGM Togo*, dated February 25, 2015.
9. “Inter-ministerial Strategic Coordination Committee” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement and established pursuant to the Recipient’s Order *No. 022/MEF/MME/2015 portant création, attributions, composition et fonctionnement du Comité interministériel de coordination stratégique (CCS) du Projet de Développement et Gouvernance Minière (PDGM) au Togo*.
10. “Ministry of Economy, Finance and Development Planning” or “MEFDP” mean the Recipient’s ministry responsible for finance and any successor thereto.

11. “Ministry of Mines and Energy” or “MME” mean the Recipient’s ministry responsible for mines and energy and any successor thereto.
12. “Operating Costs” means incremental recurrent expenditures incurred on account of Project implementation, including: minor rehabilitations of existing buildings used for Project purposes; local contractual support staff salaries; travel expenditures and other travel-related allowances for the purposes of the Project; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications’ expenses, but excluding the salaries of officials and public servants of the Recipient’s civil service.
13. “OTR” means *Office Togolais des Recettes*, the Recipient’s national revenue authority established pursuant to the Recipient’s Law No. 2012-016 portant création de l’*Office Togolais des Recettes*.
14. “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 March 3, 2015, and on behalf of the Recipient on March 5, 2015.
15. “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).
16. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated August 21, 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.
17. “Project Account” means the Recipient’s bank account to receive counterpart financing under paragraph 2.08 of this Agreement.
18. “Project Implementation Manual” means the Recipient’s manual, in form and substance satisfactory to the Association, adopted by the Recipient for the purposes of the Project, referred to in Section I.C.1 of Schedule 2 to this Agreement, and containing or referring to detailed arrangements and procedures for the implementation of the Project, including: (i) capacity building activities for sustained achievement of the Project’s objective; (ii) disbursement and financial management; (iii) institutional administration, coordination and day-to-day execution of activities of the Project; (iv) monitoring, evaluation, reporting, information, education and communication; (v) procurement; and (vi) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project, as such manual may be amended

and supplemented from time to time, with the prior written approval of the Association, and such terms includes all schedules and annexes to said manual.

19. "Project Implementation Unit" means the unit to be established within the MME as described in Section I.A.3 of Schedule 2 to this Agreement.
20. "SNPT" means the Recipient's state-owned phosphate company known as "*Société Nouvelle des Phosphates du Togo*", established and operating under the laws of the Recipient.
21. "Strategic Environmental and Social Assessment" or "SESA" mean the assessment to be carried out by the Recipient under Part B.2 of the Project in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
22. "Training" means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.