Global Environment Facility
and
Least Developed Countries Fund

Grant Agreement
(Senegal River Basin Multipurpose Water Resources Development Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as Administrator of the LEAST DEVELOPED COUNTRIES FUND

and

ORGANISATION POUR LA MISE EN VALEUR DU FLEUVE SENEGAL

Dated March 28, 2014
GLOBAL ENVIRONMENT FACILITY and 
LEAST DEVELOPED COUNTRIES FUND 
GRANT AGREEMENT

AGREEMENT dated March 28, 2014, entered into between 
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT, acting as 
an implementing agency of the Global Environment Facility (“GEF”), INTERNATIONAL 
DEVELOPMENT ASSOCIATION, acting as an administrator of the Least Developed 
Countries Fund (“LDCF”) (collectively, “World Bank”) and ORGANISATION POUR LA 
MISE EN VALEUR DU FLEUVE SENEGAL (“Recipient”).

WHEREAS (A) four of the Recipient’s member states (Republic of Guinea, Republic 
of Mali, Islamic Republic of Mauritania and the Republic of Senegal (“Participating 
Countries”), have agreed to participate in a program for the development of the Senegal 
River Basin (“Senegal River Basin Multi-Purpose Water Resources Development Program ” 
or “Program”);

(B) The Participating Countries have each separately requested the International 
Development Association (the Association) to assist in financing part of the Program 
described in Schedule I to this Agreement (the “Project”), and the Association intends to 
enter into a Financing Agreement with each Participating Country, and the Participating 
Countries intend to make available the proceeds of the respective financing to the Recipient 
for the purpose of implementing the Project.

(C) the Recipient has requested, and the World Bank intends to enter into an 
agreement (this Agreement) for: (i) a grant out of the GEF Trust Fund to assist in financing 
Parts A.1(c), A.4(ii), C.2(a), (b) and (c) of the Project; and (ii) a grant out of the LDCF to 
assist in financing Parts A.3, A.4(ii), B.4 and C.2(d) of the Project, all on the terms and 
conditions set forth in this Agreement; and

NOW THEREFORE, the Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, 
dated February 15, 2012 (“Standard Conditions”), with the modifications set forth in 
Section II of 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 Standard Conditions or in this Agreement.

**Article II**
**The Project**

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III**
**The Grant**

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement: (a) a grant in an amount equal to four million United States Dollars ($4,000,000) ("GEF Grant") to assist in financing the Parts A.1(c), A.4(ii), C.2(a), (b) and (c) of the Project; and (b) a grant in an amount equal to twelve million United States Dollars ($12,000,000) ("LDCF Grant") to assist in financing the Parts A.3, A.4(ii), B.4 and C.2(d) of the Project.

3.02. The Recipient may withdraw the proceeds of the GEF Grant and the LDCF Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The GEF Grant and LDCF Grant, respectively, are funded out of the abovementioned GEF Trust Fund and LDCF Trust Fund, for which the World Bank receives periodic contributions from the donors to the respective trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the respective donors under any of the abovementioned trust funds, and the Recipient's right to withdraw the GEF Grant or the LDCF Grant proceeds is subject to the availability of such funds.
Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consists of the following:

(a) The Convention establishing the Recipient as a regional organization (the OMVS Convention) has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.

(b) Either the Mali Financing Agreement, or the Mauritania Financing Agreement, or the Guinea Financing Agreement, or the Senegal Financing Agreement (collectively, “Financing Agreements) fails to become effective by June 30, 2014, or such later date as the World Bank shall establish by notice to the respective Participating Countries.

(c) The right to withdraw the proceeds of any financing under either the Mali Financing Agreement, or the Mauritania Financing Agreement, or the Guinea Financing Agreement, or the Senegal Financing Agreement is suspended, canceled or terminated, in whole or in part, pursuant to the terms of such agreement.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following condition has been satisfied, namely that, the Financing Agreements, have been executed and delivered and all conditions precedent to the effectiveness of said Financing Agreements or to the right of each Participating Country to make withdrawals under any such Financing Agreement (other than the effectiveness of this Agreement) have been fulfilled.

5.02. As part of the evidence to be furnished pursuant to Section 4.01(a) immediately above, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing the following matter, namely, that on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the
Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the GEF Grant Account or the LDCF Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. **Termination for Failure to Become Effective.** This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement (the "Effectiveness Deadline"), unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**

**Recipient's Representative; Addresses**

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the High Commissioner of *Organisation pour la Mise en Valeur du Fleuve Sénégal*.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

*Organisation pour la Mise en Valeur du Fleuve Sénégal*

*Haut Commissariat*

BP 3152

Dakar

Senegal

Facsimile:

+221-33-864-01-63

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development

1818 H Street, N.W.

Washington, D.C.20433

United States of America

Cable: INTBAFRAD

Telex: 248423 (MCI) or 64145 (MCI)

Facsimile: 1-202-477-6391
AGREED at Dakar, Senegal, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

INTERNATIONAL DEVELOPMENT ASSOCIATION, acting administrator of the Least Developed Country Fund

By

[Signature]
Authorized Representative

Name: Vera Songwe
Title: Country Director

ORGANISATION POUR LA MISE EN VALEUR DU FLORAL SÉNÉGALAIS

By

[Signature]
Authorized Representative

Name: Kabine Konara
Title: Haut commissaire ORVS
SCHEDULE 1

Project Description

The objective of the Project is to improve coordinated management of water resources for socially, environmentally and economically sustainable development in the Senegal River Basin.

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

Part A: Institutional Development

1. Updating and implementing the Inclusive Framework, including: (a) updating the partition of costs and benefits; (b) improving data management; and (c) implementing the Water Charter and building the capacity of the Republic of Guinea to strengthen its role in the OMVS.

2. Modernizing and reinforcing the institutional capacities of the OMVS, including carrying out targeted and practical actions on the basis of existing studies to improve the future operations of the OMVS, and improving OMVS’ communication and information sharing at the Senegal River Basin level and with other stakeholders.

3. Strengthening the capacity of the OMVS and the Participating Countries’ respective governmental bodies to develop the technical capacity to lead climate adaptation efforts in the Senegal River Basin region, including provision of training on climate change adaptation measures.

4. (i) Strengthening the capacity for Project management and implementation, including fiduciary (financial and procurement) management, technical coordination of Project activities, monitoring and evaluation, monitoring and supervision of social and environmental safeguards aspects of the Project, and provision of training to staff of the Project Coordination Unit; and (ii) provision of training to local communities to carry out periodic household surveys.

Part B: Multi-Purpose Water Resources Development

1. Carrying out of hydro-agricultural development and water resources protection activities, based on Participating Countries national level priorities and assessed needs, including:

   (a) extension of agriculture development or intensification through: (i) recalibration, reshaping and compacting principal canals and intakes supplying irrigated areas; (ii) development or rehabilitation of irrigation schemes; (iii) development of low lands and flood plain agriculture; (iv) development or rehabilitation of small irrigated fields; and (v) work to install or improve main pumping stations;
(b) water resources protection through: (i) slope stabilization works and reforestation of river banks; and (ii) agroforestry on slopes adjacent to lowland agricultural areas; and
(c) supporting the improvement of water resources management and operation and maintenance of installed systems.

2. Developing inland fisheries and aquaculture in selected areas of the Senegal River Basin, including: (a) institutional support to create and strengthen local organizations to guide implementation of the Project; (b) developing sustainable fisheries management, including information, education and communication planning; (c) provision of training and equipment to enhance the value of fish catches; and (d) developing aquaculture, fish farming and related activities.

3. Reducing malaria and incidence of water-borne and other targeted neglected tropical diseases, including: (a) maintaining and expanding coverage of long lasting insecticide-treated bed nets and distribution of medication for targeted deceases; (b) completing geographical mapping of neglected tropical diseases and mass preventive chemotherapy of the targeted neglected tropical diseases; (c) promoting community health through information, education and communication; and (d) building the capacity, coordination and trans-border collaboration of the relevant national agencies of the Participating Countries to improve disease surveillance, monitoring and evaluation.

4. Carrying out pilot activities to improve climate resilience, including: (a) demonstration of small-scale agronomic water-saving measures; (b) provision of training for water user associations and farmer’s professional cooperatives; (c) installation of water measuring facilities and equipment; and (d) preparation and implementation of community watershed management plans.

Part C: Infrastructure Management and Planning

1. Facilitating development of new water infrastructure and management of existing infrastructure, including:

   (a) advancing the development of high priority dams by: (i) completing complementary studies for access roads and transmission lines for Koukoutamba dam; (ii) preparing the feasibility studies for Balassa dam; and (iii) carrying out a scoping study for micro-hydro development in the Republic of Guinea and feasibility studies for identified priority sites; and

   (b) completing priority maintenance at Diama dam based on existing technical studies.

2. Developing knowledge base to identify climate change impacts and support future water resource planning to increase climate resilience, including:
(a) review and update of water resources management models and use of modeled scenarios to assess the impacts of flood and droughts on the ecology in the Senegal River Basin;

(b) mapping of the Senegal River Basin, including: (i) overall mapping of the Senegal River Basin through the acquisition of detailed satellite imagery; and (ii) detailed mapping of critical areas and building the capacity for use of the modeling tools;

(c) updating the Senegal River Basin’s Transboundary Diagnostic Analyses (TDA) to include climate change aspects and the Strategic Action Programme (SAP) and supporting participation in the International Water Learning Exchange and Resource Network (IW-Learn) activities; and

(d) provision of equipment to improve the hydro-meteorological network and carrying out climate risk and vulnerability assessments and knowledge generation, dissemination and data management on climate variability and change.

3. Carrying out of the upstream studies to assess the feasibility and advance the design for navigation of the Senegal River, including: (a) studies on the renovation of the lock in Diama dam; (b) design and environmental impact assessment for ports, jetties and channel dredging; and (c) installation of a monitoring system.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. Regional Steering Committee

   (a) The Recipient shall ensure that the Regional Steering Committee is maintained at all times during the implementation of the Project, with a composition, mandate, and in form and substance satisfactory to the World Bank.

   (b) Without limitation to sub-paragraph (a) immediately above, the Regional Steering Committee will be responsible for providing policy guidance, coordination and oversight to ensure prompt and efficient implementation of the Project, including, inter alia: (i) reviewing progress made towards achieving the Project's objective; (ii) facilitating the coordination of Project activities, and making recommendations for removal of any obstacles to the implementation of the Project; (iii) providing comments on reports and reviews under the Project; and (iv) providing a forum for the respective Participating Countries to exchange views on the Project.

2. Project Coordination Unit

   (a) The Recipient shall maintain, at all times during the implementation of the Project, the PCU with functions, staffing and resources satisfactory to the World Bank.

   (b) Without limitation to the provisions of Section I.A.1 of this Schedule, the PCU shall be responsible for the day-to-day administration of the overall planning, coordination, the technical, fiduciary (i.e., procurement and financial management), environmental and social safeguards compliance, coordination, monitoring, evaluation, reporting and communication of the activities under the Project, all in accordance with the provisions of this Agreement and the Project Implementation Manual.

3. Institutional Coordination for Part B.1 of the Project

   To facilitate implementation of pertinent sector activities under Parts B.1 of the Project, the Recipient shall ensure adequate coordination at the national and regional level for activities under Part B.1 of the Project, and coordinate with ADRS, DNGR,
SAED, and SONADER, respectively, under respective performance-based agreements, in form and substance satisfactory to the World Bank.

Implementation Arrangements

B. Project Implementation Manual

1. The Recipient shall carry out the Project in accordance with the provisions of the 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; (d) environmental and social safeguard guidelines; (e) monitoring, evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual without the prior written agreement of the World Bank; provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Anti-Corruption

The Recipient shall carry out the Project in accordance with the provisions of 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 (“Anti-Corruption Guidelines”).

D. Environmental and Social Safeguards

1. The Recipient shall ensure that the Project (and particularly that any works for construction or rehabilitation under Part B.1 of the Project, and development of navigation and micro-hydro sites on the Senegal River Basin under Part C.3 of the Project) is carried out by the Project Implementing Entity in accordance with the ESIA, PPMP, RPF and any process framework or resettlement action plan (Safeguard Instruments).

2. The Recipients shall: (a) not amend, suspend, abrogate, repeal or waive any Safeguard Instrument without prior approval in writing by the World Bank; and (b) ensure that adequate information on the implementation of respective Safeguard Instruments (including information on how potential negative impact has been minimized), is suitably included in the Project Reports referred to in Section II.A.1 of this Schedule 2.
3. The Recipient shall ensure that if a process framework or a resettlement action plan would be required on the basis of the RPF: (a) said process framework or resettlement action plan shall be prepared by the Project Implementing Entity in consultation with the Recipient, in accordance with the requirements of the RPF, disclosed locally and furnished to the World Bank for approval; and (b) no works for construction or rehabilitation shall commence until: (i) all measures required to be taken under said process framework or resettlement action plan have been taken in accordance with the terms of said process framework or resettlement action plan and in a manner acceptable to the World Bank; and (ii) the Recipient, through the Project Implementing Entity has furnished to the World Bank a report in form and substance satisfactory to the World Bank, on the status of compliance with the requirements of said process framework or resettlement action plan.

4. The Recipient shall establish, no later than six (6) months after the Effective Date, and thereafter maintain, an independent dam safety panel comprised of experts having qualifications and experience acceptable to the World Bank, to advise on associated dam safety risks.

E. Annual Work Program

1. The Project Implementing Entity shall prepare and furnish to the World Bank for its approval, not later than November 1 of each year during the implementation of the Project, a proposed annual work program and budget containing all activities proposed to be carried out under the Project in the following Fiscal Year.

2. The Project Implementing Entity shall afford the World Bank a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget, and thereafter to implement the Project or cause it to be implemented with due diligence in accordance with such annual work program and budget as shall have been approved by the World Bank (“Annual Work Program”).

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank. Each Project Report shall cover the period of six calendar months, and shall be furnished to the World Bank not later than forty five (45) days after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.
B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

4. Specific Financial Management Covenant

The Recipient shall not later than four (4) months after the Effective Date:

(a) recruit the independent external auditor referred to in Section 2.07(b) of the Standard Conditions, in accordance with Section III.C of the Schedule 2 to this Agreement; and

(b) upgrade the accounting software at the National Cellule of each Participating Country, in form and substance satisfactory to the World Bank.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works non-consulting-services and consultants’ services required for the Project and to be financed out of the proceeds of the GEF Grant and the LDCF Grant shall be procured in accordance with the requirements set forth or referred to in:

(a) Section I of 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 (“Procurement Guidelines”) in the case of goods, works and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient
for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank 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) competitive bidding procedures used by Recipient at the regional level for public procurement consistent with the relevant Participating Member’s National Competitive Bidding and acceptable to the World Bank; (c) Shopping; (d) Direct Contracting; (e) Procurement from UN Agencies; and (f) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank.

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 assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.
D. Review by the World Bank of Procurement Decisions

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

Section IV. Withdrawal of GEF Grant and LDCF Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the GEF Grant and the LDCF Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank 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 GEF Grant and LDCF Grant (“Category”), the allocations of the amounts of the GEF Grant and LDCF Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the GEF Grant Allocated (expressed in USD)</th>
<th>Amount of the LDCF Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services, Training and Operating Costs for Part A.1(c) of the Project</td>
<td>840,000</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants' services, Training and Operating Costs for Parts A.3 and B.4 of the Project</td>
<td>0</td>
<td>8,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods, non-consulting services, consultants' services, Training and Operating Costs for Part A.4(ii) of the Project</td>
<td>210,000</td>
<td>530,000</td>
<td>28% GEF Grant, 72% LDCF Grant</td>
</tr>
<tr>
<td>(4) Goods, non-consulting services, consultants' services, Training and Operating Costs for Part C.2(b) of the Project</td>
<td>1,000,000</td>
<td>0</td>
<td>20%</td>
</tr>
<tr>
<td>(5) Goods, non-consulting services, consultants' services, Training and Operating Costs for Part C.2(a) and C.2(c) of the Project</td>
<td>1,950,000</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(6) Goods, non-consulting services, consultants' services, Training and Operating Costs for Part C.2(d) of the Project</td>
<td>0</td>
<td>3,070,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>4,000,000</strong></td>
<td><strong>12,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
For the purpose of this Section IV.A.2:

(a) the term “Training” means the cost associated with the training and workshop, approved by the World Bank, for reasonable expenditures (other than expenditures for consultants’ services), including: (i) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training and by training facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses; and

(b) the term “Operating Costs” means the incremental expenses, approved by the World Bank, on account of Project implementation, including office equipment and supplies, rental of office space, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel and per diem, excluding the salaries of the Recipient’s employees.

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 referred to in Section 3.06(c) of the Standard Conditions is June 30, 2021.
APPENDIX

I. Definitions


2. “Annual Work Programs” means the work plan and budget prepared annually by Project Implementing Entity, in accordance with Section I.E.1 of Schedule 2 to this Agreement.

3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

4. "DNGR" means Direction Nationale du Genie Rural established and operating pursuant to the decree No.277/69/PRG, dated June 14, 1996, of the lawsoftheRepublicofGuinea.

5. “Environmental and Social Impact Assessment” or “ESIA” means the environmental and social impact assessment, an assessment for environmental and social impacts plan acceptable to the World Bank, dated February 2013, and disclosed in-country and in the InfoShop on March 25, 2013, describing the set of avoidance, mitigation, enhancement, monitoring, and institutional measures to be taken in connection with any works for construction or rehabilitation under Part B.1 of the Project, and development of navigation and micro-hydro sites on the Senegal River Basin under Part C.3 of the Project in order to avoid, mitigate, offset, or reduce adverse environmental and social impacts to acceptable levels, or to enhance positive impacts, and such term includes all schedules and annexes to the ESIA, as the same may be amended from time to time with the agreement of the World Bank.

6. “Fiscal Year” means the fiscal year of the Recipient commencing on January 1 of each year and ending on December 31 of the following year.

7. “Financing Agreements” means the agreement between the Republic of Mali and the International Development Association (the “Association”), the agreement between Islamic Republic of Mauritania and the Association, the agreement between the Republic of Senegal and the Association, and the agreement between the Republic of Guinea and the Association, respectively, of even date herewith and refers to in Clause (B) of the Preamble to this Agreement, as any such agreement may be amended from time to time.

8. “Inclusive Framework” means consultation program between the OMVS and the Republic of Guinea to facilitate such country’s integration in OMVS.
9. "National Cellule" means the *Cellule Nationale* of each Participating Country, established and operating pursuant to laws of the respective Participating Country.

10. "OMVS Conventions" mean the Convention relative au *Statut du Fleuve Sénégal* of March 11, 1972, the *Convention portant Création de l'Organisation pour la Mise en Valeur du Fleuve Sénégal* of March 11, 1972, the *Convention relative au Statut Juridique des Ouvrages Communs* of December 21, 1978, the *Convention relative aux Modalités de Financement des Ouvrages Communs* of May 12, 1982, all among Mali, Mauritania and Senegal, and the *Traité d'Adhésion de la Guinée* of March 17, 2006 among Mali, Mauritania, Senegal and Guinea and includes the Water Charter.

11. "Participating Country" means either the Republic of Guinea, or Republic of Mali, or Islamic Republic of Mauritania, or Republic of Senegal, and the term "Participating Countries" means collectively all such countries.

12. "Pest and Pesticide Management Plan" or "PPMP" means the pests and pesticide plan for the Project, acceptable to the World Bank, dated February 2013, and disclosed in-country and in the InfoShop on March 25, 2013, setting forth various means to assess pest management, support integrated pest management and the safe use of agricultural pesticides, and such term includes all schedules and annexes to the PPMP, as the same may be amended from time to time with the agreement of the World Bank.

13. "Procurement Plan" means the Recipient's procurement plan for the Project, dated October 31, 2013 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.


15. "Project Coordination Unit or "PCU" mean the coordination unit of the Project Implementing Entity referred to in Section A.2 of Schedule 2 to this Agreement.

16. "Project Implementation Manual" means the manual, in form and substance satisfactory to the World Bank, referred to in Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the agreement of the World Bank.

17. "Regional Steering Committee" means the OMVS Steering Committee to be established by OMVS and referred to in Section I.A.1 of the Schedule 2 to this Agreement.

18. "Resettlement Policy Framework" or "RPF" means the framework for the Project dated May 2013, and disclosed in-country and in the InfoShop on June 17, 2013,
acceptable to the World Bank, setting forth the modalities for resettlement and compensation of any persons who may be affected or displaced under the Project as determined by the World Bank, and the guidelines for the preparation and implementation of the respective resettlement action plans, as the same may be amended from time to time with the agreement of the World Bank.


20. “Safeguard Instrument” means the ESIA, the PPMP, the RPF, any process framework or any resettlement action plan that may be prepared pursuant to the RPF.


24. “Water Charter” means the OMVS charter dated May 28, 2002, an enabling instrument of the OMVS member countries for cooperation on equitable development, indivisible ownership and use of infrastructure and other common resources of the Senegal River Basin.

II. Modifications to the Standard Conditions

The Standard Conditions are modified as follows:

The reference to “Member Country” in the Standard Conditions means the Recipient’s member countries. If the Project is carried out in the territory of more than one member of the World Bank, “Member Country” refers separately to each such member.