Financing Agreement

(Additional Financing For the Stormwater Management and Climate Change Adaptation Project and Amendment to the Original Financing Agreement)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 29, 2015
FINANCING AGREEMENT

AGREEMENT dated June 29, 2015, entered into between REPUBLIC OF SENEGAL ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). 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 twenty-five million four hundred thousand Special Drawing Rights (SDR 25,400,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are January 15 and July 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.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project
Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.

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 Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.


4.03. The Additional Events of Acceleration consist of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

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 Project Implementing Entity;

(b) The Project Implementation Manual has been adopted in accordance with Section I.C of the Schedule to the Project Agreement; and

(c) The ONAS Agreement has been executed on behalf of ONAS and the Project Implementing Entity in accordance with the provisions of Section I.A.3 of the Schedule to the Project Agreement.

5.02. The Additional Legal Matter consist of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister in charge of finance.

Ministry of Economy, Finance and Planning
Rue René N’diaye
B.P. 4017
Dakar
Republic of Senegal

Cable: MINIFINANCES
Telex: 3203 G
Facsimile: 221-33-821-1630

6.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

**REPUBLIC OF SENEGAL**

By

**Amadou BA**

Authorized Representative

Name: Amadou Ba

Title: Minister of Economy, Finance and Planning

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By

**V. SONGIE**

Authorized Representative

Name: Véra Songie

Title: Country Director
SCHEDULE 1

Project Description

The objectives of the Project are to reduce flood risks in peri-urban areas of Dakar and improve capacity to plan and implement sustainable city management practices, including climate resilience in selected urban areas.

The Project consists of the following parts:

PART A: Integration of Climate Risks in Urban Planning and Management

1. Integrating climate risks in urban planning and management at national and local urban planning, through the: (a) dissemination of the Drainage Master Plan for peri-urban areas of Dakar; (b) development and installation of a geographic information system for flood risk mapping and adaptation to climate change; (c) development of detailed urban plans for the Targeted Municipalities; (d) development of national strategy for integrated urban management and planning strategy, addressing, inter alia, flood prevention and climate change impact; (e) preparation and dissemination of appropriate housing development construction standards and regulations at national and local levels, designed to address the risks of flooding; and (f) provision of goods required for the purpose.

2. Strengthening the capacity of the Recipient's national and municipal staff to manage urban stormwater, by: (a) developing and implementing a module based training program in the area of urban stormwater management and adaptation to climate change; (b) developing and disseminating a toolbox kit to strengthen land use management and the capacity to coordinate stormwater management investments by key stakeholders; (c) carrying out of an exchange visit program with other countries' urban management officials; and (d) provision of goods required for the purpose.

3. Improving capacity to plan and implement sustainable city management practices, including climate resilience, in selected urban areas, including, through: (a) carrying out of diagnostic studies in urban catchment and climate prone assets “sustainable cities”; (b) preparing a catchment study and related drainage master plans; (c) enhancing intercommunity exchange; (d) developing and implementing pilot micro-projects; (e) developing and implementing a hydrodynamic model and coastal environmental monitoring system; (f) establishing a client-server and multi-user Geographic Information System (GIS) oriented towards the impact simulation of events, vulnerability analysis, and production of risk maps.

4. Preparing and disseminating the outcomes and lessons learned, though, inter alia, the development of related websites, preparation of academia curricula, organization of study tours and workshops on knowledge management, sustainable and resilience urban areas, and coastal erosion prevention.
PART B: Drainage Investment and Management

1. Design and construction of a primary drainage system in peri-urban areas of Dakar, including: (a) undertaking of technical, environmental and social feasibility studies for a primary drainage network in the Targeted Municipalities; (b) assessment of ways to avoid involuntary resettlement, and where this is not feasible, identification of such potential resettlement; (c) construction and implementation of priority drainage infrastructure works; (d) undertaking an impact evaluation study; and (e) carrying out of emergency drainage works.

2. Development and establishment of an institutional and financial mechanism for the proper operation and maintenance of the stormwater drainage systems and operation and maintenance of the drainage system constructed under Part B.1 of the Project.

PART C: Community Engagement in Urban Flood Risk Reduction and Adaptation to Climate Change

1. Strengthening the capacity, knowledge and involvement of Targeted Municipalities in reducing flood risks and adapting to climate change through: (a) design of a communication, education and information strategy; (b) implementation of a local engagement strategy; and (c) preparation of annual independent evaluations of the results of implementing such strategy.

2. Carrying out of a program to reduce the vulnerability of local communities to flood related risks and improve overall urban service delivery, said program to consist of: (a) measures to strengthen community organization capacity in the event of floods, (b) pilot flood risk oriented small scale investments in selected communities; and (c) provision of goods required for the purpose.

PART D: Project Coordination, Management, Monitoring and Evaluation

Project coordination, supervision, financial management, communication and outreach, including: (1) supervision of implementation of the Safeguard Documents; (2) monitoring and evaluation of the Project; (3) employment of a monitoring and evaluation specialist; and (4) provision of Training, Operating Costs, goods, and services required for the purpose.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. In order to ensure the proper oversight of the Project and coordination among the Recipient's ministries and agencies involved in the Project, the Recipient shall maintain throughout the period of Project implementation, with membership, terms of reference and resources satisfactory to the Association, a steering committee chaired by a representative of the Prime Minister, and comprised of minister's representatives of all key ministries and prefects, the mayors of the Targeted Municipalities, ("Steering Committee"), to be responsible for providing overall guidance on and oversight of the Project including, *inter alia*, endorsing the proposed Annual Work Plans for the Project.

2. The Recipient shall maintain, throughout the implementation of the Project, the ONAS with functions, staffing and resources satisfactory to the Association, as further described in the Project Implementation Manual, to be responsible for procurement and technical supervision and management of the activities under Part B.2 of the Project.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity, on a grant basis, under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association ("Subsidiary Agreement").

2. The Recipient shall carry out its obligations and 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. Annual Work Plan

1. The Recipient shall: (a) review and furnish to the Association for its approval, not later than December 15 in each Fiscal Year during the implementation of the Project, the proposed annual work plan (including activities for the following Fiscal Year and related budget and any required Safeguard Documents including a financing plan for any resettlement compensation required for said activities) prepared by the Project Implementing Entity and furnished to it pursuant to Section I.D of the Schedule to the Project Agreement for the following Fiscal Year; (b) afford the Association a reasonable opportunity to exchange views with the Recipient and the Project Implementing Entity on said proposed plan; and (c) thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such annual work plan as shall have been approved by the Association ("Annual Work Plan").

2. The Recipient shall not make or allow to be made any change to the Annual Work Plan without prior approval in writing by the Association.

E. Safeguards.

1. The Recipient shall ensure that the Project is carried out in accordance with the relevant Safeguard Documents, and to that end, if any activity included in an Annual Work Plan would, pursuant to the Safeguard Documents require the adoption of any Supplemental Social and Environmental Safeguard Document:

   (a) prepare: (i) such Supplemental Social and Environmental Safeguard Document; (ii) furnish such Supplemental Social and Environmental Safeguard Document to the Association for review and approval; and (iii) thereafter adopt such Supplemental Social and Environmental Safeguard Document, prior to implementation of the activity; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Supplemental Social and Environmental Safeguard Document, including without limitation to the above, providing funds as and when required for resettlement compensation when and if required under a RAP.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall ensure that the Project Implementing Entity shall regularly collect, compile and submit to the Association each semester, reports, in form and substance satisfactory to the Association, on the status of compliance with the Safeguard Documents, giving details of:

   (a) measures taken in furtherance of such Safeguard Documents;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Documents; and
(c) remedial measures taken or required to be taken to address such conditions.

3. The Recipient shall afford the Association a reasonable opportunity to review the reports prepared under paragraph 2 of this Part E, and thereafter shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the Association so as to ensure the proper implementation of the Project in accordance with the Safeguard Documents.

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 one month 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. The Recipient shall prepare and furnish to the Association not later than forty-five (45) 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. 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 the Procurement Guidelines, or 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.

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) Shopping; (b) Direct Contracting; and (c) National Competitive Bidding.

3. The following additional provisions shall apply to National Competitive Bidding: (a) bids shall be advertised in national newspapers with wide circulation; (b) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents; (c) bidders shall be given an adequate response time (minimum four weeks following the date of the invitation to bid or the date of availability of the bidding documents, whichever is later) to prepare and submit bids; (d) bids shall be awarded to the lowest evaluated bidder; (e) eligible bidders, including foreign bidders, shall not be precluded from participating; and (f) no preference margin shall be granted to domestic contractors.

**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) Least Cost Selection; (b) Selection based on Consultants’ Qualifications; (c) Single-source Selection of consulting firms; (d) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (e) Single-source procedures for the Selection of Individual Consultants.
D. **Review by the Association of Procurement Decisions**

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

E. **Transitional Provisions in respect of Procurement**

1. Notwithstanding the terms and conditions of the Original Financing Agreement and to the extent that the procurement of any goods, works or consultants’ services to be financed, at least in part, out of the proceeds of the Original Financing was or will be initiated on or after June 30, 2015, the Recipient acknowledges and agrees that the provisions of this Agreement set forth or referred to in: (a) Section I.C (Anti-Corruption) of this Schedule 2 (including the related provisions under the General Conditions) shall apply to the proceeds of the Original Financing utilized to finance such goods or consultants’ services; and (b) Section III (Procurement) of this Schedule 2 (including the related provisions under the General Conditions) shall apply to the procurement of such goods or consultants’ services.

2. Notwithstanding the provisions of Section I.C (Anti-Corruption) and Section III (Procurement) of this Schedule 2: (a) to the extent that the procurement of any goods, works, or consultants’ services to be financed out of the proceeds of the Original Financing was initiated prior to June 30, 2015; and (b) there are no proceeds remaining under the Original Financing to finance such goods or consultants’ service; then, on an exceptional basis only and subject to the Association’s prior no-objection, Section I.C of this Schedule 2 shall not apply to the proceeds of the Financing utilized to finance such goods, works, or consultants’ services, and Section III of this Schedule 2 shall not apply to the procurement of such goods, works, or consultants’ services; provided, however, that the provisions of Section I.C (Anti-Corruption) and Section III (Procurement) of Schedule 2 to the Original Financing Agreement shall apply, respectively to the proceeds of the Financing utilized to finance such goods, works, or consultants’ services and to the procurement of such goods, works, and consultants’ services.

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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services and consultants’ services for Parts A.3, A.4, and B.1, of the Project</td>
<td>22,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services and consultants’ services for Parts B.2, C, and D of the Project</td>
<td>2,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>25,400,000</td>
<td></td>
</tr>
</tbody>
</table>

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; and

(b) under Category (2) until all the Original Project financing for Parts B.2, C.2, and D has been fully disbursed.

2. The Closing Date is December 31, 2019.

Section V. Other Undertakings

A. For purposes of Section 4.03 of the General Conditions, the Recipient shall ensure that, for its Fiscal Years 2016 through 2019, funds are allocated to cover the operation and maintenance costs of the stormwater drainage systems of the Targeted Municipalities carried out under the project, in amounts to be determined in consultation with the Association.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each January 15 and July 15, commencing July 15, 2021 to and including January 15, 2053.</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* 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

Section I. Definitions

1. "Annual Work Plan" means each annual work plan, together with the related budget and any required Safeguard Documents, for the Project approved by the Association pursuant to the provisions of Section I.D 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.


5. "Co-financing" means, for purposes of paragraph 11 of the Appendix to the General Conditions, an amount of five million US ($5,000,000), to be provided by the Co-financier to assist in financing the Project.

6. "Co-financing Agreement" means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.


9. "Drainage Master Plans" means the Recipient’s drainage master plans for the peri-urban targeted areas as the same may be updated from time to time.

10. "Environmental and Social Impact Assessment" or “ESIA” means: (a) the Recipient’s ESIA for the catchment areas of Dalifort and Downstream Thiourour and in the Mbeubeuss area, including the ESMP for said areas, dated January 2015, disclosed in country on January 28, 2015 and at the Association’s Infoshop on January 29, 2015; or (b) for a given activity included in the Project, the environmental and social impact assessment of said activity to be carried out in accordance with the ESMF and pursuant to provisions of Section I.E.1 of Schedule 2 to this Agreement; and “ESIAs” means more than one such ESIA.

12. "Environmental and Social Management Plan" or "ESMP" means: (a) the ESMP dated December 15, 2011 for the catchment areas of Dalifort and Downstream Thiourour included in the ESIA; and (b) or for an activity included in the Project for which an environmental and social management plan is required in accordance with the ESMF, such environmental and social management plan to be prepared and implemented in accordance with the ESMF and pursuant to provisions of Section I.E.1 of Schedule 2 to this Agreement; and "ESMPs" means more than one such ESMP.

13. "Fiscal Year" means the twelve month period, commencing on January 1st and ending on December 31.


15. "Implementation Support Consultant" means the implementation support consultant employed in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement, to be responsible for assisting the Project Implementing Entity in the day-to-day implementation of Part B of the Project and referred to in Section I.A.4(a) of the Schedule to the Project Agreement.

16. "MDA" means Municipal Development Agency, a not-for-profit private association, known as "Agence de Développement Municipal", created by the Minutes of the Constitutive General Assembly adopting its the articles of incorporation ("statuts") dated July 8, 1997, and established in accordance with the Recipient’s laws, by the Official Declaration no. 14406/MINT/DAGAT/DEL/AS dated April 22, 2010 and operating pursuant to the laws of the Recipient, as the same may be amended from time to time.

17. "Municipality Agreement" means, for each Targeted Municipality, the agreement to be entered into between the Project Implementing Entity and said Targeted Municipality, in accordance with the provisions of Section I.A.4(b) of the Schedule to the Project Agreement.

18. "Office National de l'Assainissement du Senegal" and "ONAS" each mean a public entity of an industrial and commercial nature, established by the Recipient’s law no. 96-02 of February 22 1996 and operating pursuant to the laws of the Recipient, as the same may be amended from time to time.

19. "ONAS Agreement" means the agreement between the Recipient and ONAS referred to in Section I.A.3 of the Schedule of the Project Agreement.

20. "Operating Costs" means the incremental operating expenses, included in the Annual Work Plans, incurred on account of the Project implementation, management and monitoring, consisting of the cost of operation and maintenance of offices, vehicles and office equipment, water and electricity utilities charges, telephone charges, bank charges, travel and per diem, and salaries of contractual staff, but excluding the salaries of officials and public servants of the Recipient’s civil service.
21. “Original Financing: means the financing in the amount of SDR 35,900,000 provided to the Recipient under the Original Financing Agreement to assist in the financing of the Original Project.

22. “Original Financing Agreement” means the financing agreement for the Stormwater Management and Climate Change Adaptation Project between the Recipient and the Association, dated August 24, 2012, as amended to the date of this Agreement (Credit No. 5096-SN).

23. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.


25. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 2, 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.

26. “Project Implementing Entity” means the MDA.


29. “Resettlement Action Plan” or “RAP” means, for a given activity included in the Project for which a resettlement action plan is required under the RPF, such resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to provisions of Section I.E.1 of Schedule 2 to this Agreement; and “RAPs” means more than one such RAP.


31. “Safeguard Document” means, the ESIA, the ESMF, the RPF and any Supplemental Social and Environmental Safeguard Documents.

32. “Steering Committee” means the steering committee to be established under the Project in accordance with Section I.A.1 of Schedule 2 to this Agreement
33. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.

34. "Supplemental Social and Environmental Safeguard Documents" means any ESMP, RAP, or other supplemental social and environmental safeguard documents as required under the terms of any of the ESMF or RPF.

35. "Targeted Municipalities" means the Recipient's municipalities of Pikine and Guediawaye; and "Targeted Municipality" means one of the Targeted Municipalities.

36. "Training" means the reasonable costs, included in the Annual Work Plans, of provision of training to persons under the Project, including seminars, workshops, knowledge sharing activities and study tours, consisting of the following: 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.

Section III. Amendment to Original Financing Agreement

1. The Closing Date referred to Section IV.B.2 of Schedule 2 to the Original Financing Agreement is hereby extended to December 31, 2019.

2. Schedule 1 to the Original Financing Agreement is hereby deleted in its entirety and replaced with Schedule 1 to this Agreement.