Financing Agreement

(Integrated Community Development Project "TURIKUMWE")

between

REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF BURUNDI ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of assisting in financing the project described in Schedule I to this Agreement ("Project"). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to forty-three million and four hundred thousand Special Drawing Rights (SDR 43,400,000) ("Financing" or "Grant"), to assist in financing the project described in Schedule I to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

2.04. The Payment Dates are April 15 and October 15 in each year.

2.05. The Payment Currency is Dollar.

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 National Office of Protection of Refugees and Stateless Persons (ONPRA) in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.
ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Conditions of Effectiveness consist of the following:

(a) the Association is satisfied that the Recipient has an adequate refugee protection framework; and

(b) the Recipient has prepared and adopted a Project Implementation Manual, with terms and conditions satisfactory to the Association.

4.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.

4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REMEDIES OF THE ASSOCIATION

5.01. The Additional Event of Suspension consists of the following, namely that the Recipient no longer has an adequate refugee protection framework.

5.02. The Additional Events of Acceleration consist of the following:

(a) The event specified in Section 5.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Association to the Recipient.

(b) The event specified in paragraph (a) above and Section 5.01 of this Agreement occurs.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its minister in charge of finance, budget and cooperation for economic development.

6.02 For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

Ministry of Finance, Budget and Cooperation for Economic Development
Bujumbura, Republic of Burundi

and

(b) the Recipient’s Electronic Address is:

Telex:
MINIFINBDI
6.03. For purposes of Section 11.01 of the General Conditions: (a) The Association’s address is:

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

(b) the Association’s Electronic Address is:

Telex: Facsimile:  
248423 (MCI)  1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF BURUNDI

By

Authorized Representative

Name: Dr. ANDRE HABUKABU
Title: MINISTER OF FINANCE, BUDGET AND COOPERATION FOR ECONOMIC DEVELOPMENT
Date: 5th March 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: VERONIQUE MASONDO
Title: COUNTRY MANAGER
Date: 5th March 2020
SCHEDULE I

Project Description

The objectives of the Project are to improve nutrition, access to basic services and economic opportunities in Targeted Areas.

The Project consists of the following parts:

Part 1. Commune Socio-Economic Development Grants

(a) Establishing local facilitation teams aimed at: (i) supporting Selected Communes to develop and update their Community Development Plans (CDPs) and Annual Investment Plans (AIPs); (ii) supporting Selected Communes to carry out participatory needs assessments, including for marginalized groups or refugees, to inform the CDPs; (iii) supporting the establishment of community management committees in each Selected Commune; and (iv) supporting Selected Communes in the technical implementation of the CDP Subprojects (including in support for CDP Subprojects engineering, design, procurement and environmental and social aspects).

(b) Carrying out of climate-resilient, socio-economic infrastructures subprojects identified in the CDPs (CDP Subprojects) in areas including, inter alia, construction, rehabilitation, upgrading and/or expansion of education and health facilities; water supply and sanitation systems; off-grid electrification; storage facilities; construction or upgrading of market facilities; and activities to address the environmental impact of refugee camps.

Part 2. Livelihood, Food Security and Nutrition

(a) Supporting income earning opportunities, through the provision of Matching Grants to carry out Subprojects through: (i) eligible camp-based refugees and adjacent community members aiming to enhance microenterprise development; and (ii) eligible associations and cooperatives in host communities aiming to enhance the availability of resilient and high-nutritious food, including inter alia, community gardens, fish ponds, hatcheries and nurseries; collectively referred to (Matching Grant Beneficiaries)

(b) Supporting Matching Grant Beneficiaries through the provision of technical assistance and Training to identify priority investments; prepare business plans and Subprojects’ general implementation and supervision support.
(c) Supporting the improvement of nutrition; through (i) the provision of technical assistance and Training in the refugee camps and host communities in Selected Communes, aimed at promoting improved diets and nutrition behaviors through nutrition, hygiene, and food safety knowledge, cooking and preservation demonstrations; (ii) technical assistance to set up kitchen gardens of high-nutritious food products; and (iii) provision of micronutrient powder and folic acid for pregnant women and/or children under the age of 2 years.

Part 3. Project Management, Monitoring and Evaluation, and Capacity Building

Supporting the Recipient in the areas of Project coordination, supervision, financial management, procurement, communication and outreach, supervision of implementation of the Social and Environmental Standards, technical assistance related to the social and economic inclusion of refugees, monitoring and evaluation, capacity building activities for Project implementing entities, including through the provision of technical assistance, Training, Operating Costs, goods and services for the required purpose.

Part 4. Contingent Emergency Response

Providing immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. ONPRA

1. The Recipient shall carry out the Project through the National Office of Protection of Refugees and Stateless Persons ("ONPRA") and shall take all actions including the provision of funding, personnel and other resources necessary to enable the ONPRA to perform its functions.

2. To facilitate the day-to-day implementation of Project activities, the Recipient through ONPRA shall maintain at all times during the implementation of the Project within ONPRA, the Project Implementation Unit ("PIU") with composition, mandate, staffing and other resources satisfactory to the Association, all in accordance with the provisions of the Project Implementation Manual. To this end, the Recipient, through the ONPRA shall no later than three (3) months after the Effective Date, recruit and maintain throughout project implementation, key staff; which shall include: a Project Coordinator, a Procurement Specialist, a Financial Management Specialist, at least two accountants, Social and Environmental Specialists, an Engineer/Infrastructure Specialist; and an internal auditor; all under terms of reference and with experience acceptable to the Association.

3. The Recipient, through ONPRA, shall ensure that the PIU establishes an antenna office in charge of coordinating between national and regional level implementation.

4. The Recipient, through ONPRA shall coordinate activities under the Project with the Commune Councils and Colline Councils, as further specified in the Project Implementation Manual.

B. Steering Committee

1. In order to ensure proper oversight of the Project and coordination among the Recipient's ministries and agencies involved in the Project, the Recipient shall, no later than four (4) months after the Effective Date, and thereafter maintain throughout the period of Project implementation, with terms of reference, mandate, composition and resources satisfactory to the Association, a steering committee chaired by a high level official of the Ministry of Interior, Local Development and Patriotic Formation and comprised of high-level representatives from the ministry in charge of finance, the governors of the four Project provinces in Targeted Areas, all key ministries and agencies involved in the Project, as well as observer
member(s) from the United Nations, as further detailed in the Project Implementation Manual (Steering Committee). To this end, the Steering Committee shall meet at least biannually, approve Annual Plans and Budgets, oversee Project Implementation, and provide overall guidance.

C. Inter-agency Technical Committee

1. The Recipient shall no later than four (4) months after the Effective Date, establish, hold the first meeting, and thereafter maintain, throughout the implementation of the Project, an inter-agency technical committee (Technical Committee) with functions, composition and resources satisfactory to the Association.

D. Facilitating Partner(s)

1. The Recipient, through ONPRA, shall no later than six (6) months after the Effective Date, recruit and thereafter maintain, a Facilitating Partner or more (FPs), as the need may be, in form and substance acceptable to the Association, for the implementation of certain activities to be carried out under the Project, in accordance with the Project Implementation Manual.

E. Project Implementation Manual

1. The Recipient, through ONPRA, shall, maintain, in accordance with terms of reference acceptable to the Association, and furnish to the Association, a Project implementation manual containing detailed: (a) technical, administrative, procurement, accounting, financial management matters, environmental and social standards, and monitoring and evaluation arrangements (b) sample formats for annual reports; and (c) mechanisms for the monitoring and evaluating of the work performed by FPs, SelectedCommunes, Commune Councils and Matching Grant Beneficiaries. Said manual to further include, inter alia, an elaboration of the eligibility criteria and terms and conditions of CDP Subprojects, Matching Grants and Subprojects, and procedures for preparation, approval and monitoring and evaluation, of CDP Subprojects, Matching Grants and Subprojects.

2. The Recipient, through ONPRA, shall: (a) furnish such manual to the Association for review and approval; (b) afford the Association a reasonable opportunity to exchange views with the Recipient on said manual; and (c) thereafter adopt said manual as shall have been approved by the Association ("Project Implementation Manual" and "PIM").

3. The Recipient, through ONPRA, shall carry out the Project in accordance with the Project Implementation Manual, and shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned manual, or any provision thereof, without the prior written agreement of the Association.
4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Implementation Manual and those of the Financing Agreement, the provisions of the Financing Agreement shall prevail.

F. Annual Work Plan

1. The Recipient, through ONPRA, shall prepare, in accordance with terms of reference acceptable to the Association, and furnish to the Association no later than June 15 of each calendar year throughout the implementation of the Project, a work plan of activities proposed for inclusion in the Project for the next calendar year, including: (a) a detailed timetable for the sequencing and implementation of these activities; (b) the types of expenditures required for such activities and a proposed financing plan (including counterpart funds to be provided by the Recipient) for such expenditures; and (c) each Safeguard Document required for such activities pursuant to Section I.E of this Schedule and the measures proposed to be carried out under such Safeguard Document.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and, thereafter, carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the Association ("Annual Work Plan").

3. Only such activities as shall have been included in the Annual Work Plan shall be eligible for inclusion in the Project and for financing out of the proceeds of the Financing.

G. CDP Subprojects

1. The Recipient, through ONPRA, shall, prior to implementation of CDP Subprojects under Part I(b), enter into an agreement with each Selected Commune ("Implementation Agreement"), under terms and conditions which shall have been approved by the Association and shall include, inter alia:

(a) the Selected Commune’s obligation to select CDP Subprojects in accordance with the eligibility criteria acceptable to the Association and set forth in the Project Implementation Manual, which shall not include:

(i) any sub-projects involving non-eligible expenditures (as such term is defined in the Project Implementation Manual);

(ii) any sub-projects affecting international waterways, natural habitats or disputed areas;

(iii) any sub-projects involving the conversion or degradation of forest areas;
(iv) any sub-projects involving the construction or rehabilitation of dams;

(v) any sub-projects that would be classified as 'High' in accordance with the Association's environmental and social policies and procedures; and

(vi) any sub-projects that finance Excluded Expenditures, as set forth in this Agreement.

(b) the Selected Commune’s obligation to: (i) procure the goods, works and services in accordance with the provisions of this Agreement; (ii) carry out its obligations under the Implementation Agreement with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social aspects and practices satisfactory to the Association, including in accordance with the provisions of the Procurement Regulations, Environmental and Social Standards and the Anti-Corruption Guidelines; (iii) provide, promptly as needed, the resources required for the purpose; (iv) maintain procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the CDP Subproject and the achievement of its objectives; and (v) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

2. The Recipient, through ONPRA, shall exercise its rights and carry out its obligations under each Implementation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Implementation Agreement or any of its provisions.

H. Matching Grants

1. The Recipient, through ONPRA, shall make Matching Grants to Matching Grant Beneficiaries to carry out Subprojects under Part 2(a) of the Project in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the Project Implementation Manual, which shall not include:

(a) any sub-projects involving non-eligible expenditures (as such term is defined in the Project Implementation Manual);

(b) any sub-projects affecting international waterways, natural habitats or disputed areas;
2. The Recipient shall, through ONPRA, ensure that the proposed Matching Grant Beneficiary: (a) is a natural person or a legal entity established and operating under the laws of the Recipient with the organization, management, technical capacity and financial resources necessary to carry out the proposed Subproject; (b) has prepared a satisfactory business plan, including financing plan and budget, and a satisfactory implementation plan for the proposed Subproject; and (c) has demonstrated the capacity, and has committed to finance at least 15% of the total estimated cost of the Subproject out of its own resources, in accordance with the financing ratios specified in the PIM.

3. The Recipient shall, through ONPRA, ensure that Matching Grants to eligible camp-based refugees and adjacent community members shall be made in BIF in an amount up to the equivalent of USD 2,500, or a different ceiling as agreed in writing between the Recipient and the Association.

4. The Recipient shall, through ONPRA, ensure that Matching Grants to eligible associations and cooperatives shall be made in BIF in an amount up to the equivalent of USD 25,000, or a different ceiling as agreed in writing between the Recipient and the Association.

5. The Recipient, through ONPRA, shall make each Matching Grant under a Matching Grant Agreement with the respective Matching Grant Beneficiary on terms and conditions approved by the Association, which shall include the following:

(a) The Matching Grant shall be made on a non-reimbursable grant basis.

(b) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:

(i) suspend or terminate the right of the Matching Grant Beneficiary to use the proceeds of the Matching Grant, or obtain a refund of all or any part of the amount of the Matching Grant then withdrawn, upon the Matching Grant Beneficiary’s failure to
perform any of its obligations under the Matching Grant Agreement; and

(ii) require each Matching Grant Beneficiary to:

(A) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social aspects and practices satisfactory to the Association, including the provisions of the, Procurement Regulations, Anti-corruption Guidelines and Environmental and Social Standards;

(B) provide, promptly as needed, the resources required for the purpose;

(C) procure the goods and services to be financed out of the Matching Grant in accordance with the provisions of this Agreement;

(D) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations, including the operations, resources and expenditures related to the Subproject; and (2) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association, and permit the Association to make such statements as so audited available to the public, along with the Matching Grant Agreement; and

(E) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

6. The Recipient, through ONPRA, shall exercise its rights and carry out its obligations under each Matching Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient
shall not assign, amend, abrogate or waive any Matching Grant Agreement or any of its provisions.

I. Contingent Emergency Response Mechanism

1. In order to ensure the proper implementation of Part 4 of the Project ("CERC Part"), the Recipient shall take the following measures:

(a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social standard management frameworks for the CERC Part, consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

(b) afford the Association a reasonable opportunity to review said proposed operations manual;

(c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association ("CERC Operations Manual") no later than six (6) months after the Effective Date;

(d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.

2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:

   (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

   (b) the Recipient has prepared and disclosed all Environmental and Social Standards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

I. Environmental and Social Standards

1. The Recipient, through ONPRA, shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.

2. Without limitation upon paragraph 1 above, the Recipient, through ONPRA, shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient, through ONPRA, shall ensure that:

   (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;

   (b) sufficient funds are available to cover the costs of implementing the ESCP;

   (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and

   (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Association shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

   In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient, through ONPRA, shall:

   (a) take all measures necessary on its part to collect, compile, and furnish to the Association through regular reports, with the frequency specified in
the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP [and the management tools and instruments referred to therein], all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

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

4. The Recipient, through ONPRA, shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

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

The Recipient, through ONPRA, shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

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

A. **General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant 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,</td>
<td>38,500,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
consulting services, Training, and Operating Costs for the Project.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) Matching Grants under Part 2(a) of the Project</td>
<td>4,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part 4 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>600,000</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>43,400,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

B. **Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date or:

   (a) under Category (3), unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:

      (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

      (ii) the Recipient has prepared and disclosed all Environmental and Social Standards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section 1.1 of Schedule 2 to this Agreement;
(iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section 1.1 of Schedule 2 to this Agreement, for the purposes of said activities; and

(iv) the Recipient has adopted an CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain or have been updated in accordance with the provisions of Section 1.1 of Schedule 2 to this Agreement so as to be appropriate for the inclusion and implementation of said activities under the CERC Part.

2. The Closing Date is March 1, 2026.
APPENDIX

Section I. Definitions

1. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

2. "BIF" means the Burundian national currency.

3. "ALPs" mean a list of annual investments for each Commune prepared in a participatory manner, taking into account the priorities of the beneficiaries expressed in the CDP and the available budget.

4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. "CDP Subproject" means the Subprojects selected in accordance with the CDPs under Part 1(b) of the Project, and with criteria and conditions further defined in the PIM.

6. "CERC Part of the Project" and "CERC Part" each means Part 4 of the Project.

7. "Community Development Plans" or "CDP" mean a document produced in each Selected Commune as required by law that summarizes the results of participatory community analyses of local needs and lists priority subprojects to meet those needs. The CDP must be approved in a community-wide meeting and endorsed by the Commune Council.

8. "Contingent Emergency Response Operations Manual" and "CERC Operations Manual" each means the operations manual referred to in Section I.1 of this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section.

9. "Coordinating Authority" the entity or entities designated by the Recipient in the CERC Operations Manual and approved by the Association pursuant to Section I.1 of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project.

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

11. "Emergency Expenditures" means the eligible expenditures required to finance the cost of the approved list of goods, works, and services necessary to support

12. "Emergency Response Operations Manual" means the operations manual to be adopted by the Recipient for Part 4 of the Project in accordance with the provisions of Section I.I of Schedule 2 to this Agreement.

13. "Environmental and Social Commitment Plan" or the acronym "ESCP" means the Recipient's environmental and social commitment plan, acceptable to the Association, dated January 23, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Association, and such term includes any annexes or schedules to such plan.


15. "Excluded Expenditures" means alcoholic beverages, tobacco, un-manufactured, tobacco refuse, tobacco, manufactured (whether or not containing tobacco substitutes), radioactive and associated materials, pearls, precious and semiprecious stones, unworked or worked, nuclear reactors, and parts thereof; fuel elements (cartridges), nonirradiated, for nuclear reactors, tobacco processing machinery, jewelry of gold, silver or platinum group metals (except watches and watchcases) and goldsmiths' or silversmiths' wares (including set gems), gold, non-monetary (excluding gold ores and concentrates).

17. "Implementation Agreement" means the agreement(s) to be entered into between each Selected Commune and the Recipient to select CDP Subprojects and carry out procurement and supervision of said subprojects, as further detailed in the PIM.

18. "Matching Grant Agreement" means the agreement(s) to be entered into between the Recipient and each Matching Grant Beneficiary to carry out Subprojects under Part 2(a) of the Project.

19. "Matching Grant Beneficiary" means eligible camp-based refugees and adjacent community members and/ or eligible associations and cooperatives in host communities, as described under Part 2(a)(i) and (ii) of the Project and as further defined in the PIM.

20. "Operating Costs" means the reasonable cost of the following expenditures required for the Project: office supplies, vehicle, office equipment and office operation and maintenance, communication and insurance costs, banking charges, rental expenses, utilities, transport, accommodation and per diem for Project supervision carried out by Project staff, and salaries of Project contractual staff (but excluding the salaries of officials of the Recipient's civil service).

21. "ONPRA" means the National Office of Protection of Refugees and Stateless Persons, a technical branch under the Recipient’s ministry of interior.

22. "Sub-project" means the Subprojects financed through Matching Grants under Part 2(a) of the Project, and with criteria and conditions further defined in the PIM.

23. "Selected Commune" means the communes selected in the Targeted Areas in accordance with the eligibility criteria set forth in the PIM.

24. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on September 19, 2019 and on behalf of the Recipient on September 19, 2019.

25. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.

26. "Project Implementation Unit" or “PIU” means the unit established under the ONPRA and referred to in Section I.A.2 of Schedule 2 to this Agreement.
27. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

28. "Targeted Areas" mean Burundi's four provinces of Cankuzo, Muyinga, Ngozi, Ruyigi or any additional area agreed upon between the Association and the Recipient.

29. "Training" means the reasonable costs of training under the Project approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.