H.E. Adji Oteth Ayassor  
Ministry of Economy and Finance  
Immeuble CASEF  
B.P. 387  
Lomé, Togo

Re: Togo: TerrAfrica Grant No.TF098701 - Amended and Restated  
Integrated Disaster and Land Management Project

Excellency:

In response to the request for financial assistance made on behalf of Republic of Togo (“Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (collectively, the “World Bank”), acting as administrator of grant funds provided by various donors (“Donors”) under the TerrAfrica Leveraging Fund (“TerrAfrica”), proposes to extend to the Recipient a grant in an amount not to exceed five hundred thousand United States Dollars (U.S.$500,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned TerrAfrica trust fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds. Accordingly, in the event that any Donor cancels or fails to pay any contributions under the trust fund to the World Bank for any reason, or that as a result of currency exchange variations the amount of funds available in the trust fund is insufficient for the purposes of the Grant, the Recipient shall bear the risk of such funding shortfall and the World Bank shall not have any liability whatsoever to the Recipient or to any third parties in respect of any expenditures or liabilities incurred by the Recipient or any third parties in connection with this Agreement which exceed the amount of funds made available to the World Bank by the Donors for the purposes of the Grant.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.
Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date specified by the World Bank in accordance with Article V of the Annex to this Agreement.

Very truly yours,
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of grant funds provided by various donors under the TerrAfrica Leveraging Fund

By
Madani M. Tall
Country Director for Togo

AGREED:
REPUBLIC OF TOGO

By
Authorized Representative
Name: H. E. Adji Otèth Ayassor
Title: Minister of Economy and Finance
Date: October 9, 2013

Enclosures:

(1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010
(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006
Article I
Standard Conditions; Definitions


1.02. Definitions. 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
Project Execution

2.01. Project Objectives and Description. The objective of the Project is to strengthen the institutional capacity of targeted institutions to manage the risk of flooding and land degradation in targeted rural and urban areas.

The Project consists of the following parts:

Part A: Institutional Strengthening and Public Awareness Activities

Implementation of a program of activities to strengthen the institutional capacity of select public and non-governmental disaster risk reduction and sustainable land management entities in the Target Area, consisting of, inter alia:

1. Provision of emergency communication and water pumping equipment and the related skills training to the Recipient's National Civil Defense Department.

2. Provision of operations related equipment and training to the Technical Secretariat.

3. Rehabilitation and equipping of a National Fire Brigade base in a location within the Target Area.

4. Provision of training and equipment to select national, regional and local institutions involved in managing and promoting sustainable land management.

5. Design and implementation of awareness campaigns on the risks, prevention methods and readiness and response plans to flooding and land degradation and the promotion of sustainable land management techniques and benefits.
Part B. Climate-Change Adaptation and Sustainable Land Management Community-Based Activities

Implementation of a program of community-based interventions in the management of disaster risk and land degradation, consisting of, *inter alia*:

1. Design and piloting of community-based interventions aimed at improving select canals, rivers and reservoirs in the watershed and flood prone locations within the Target Area.

2. Design and implementation of community-based interventions aimed at improving sustainable land management in select sites within the Target Area.

3. Preparation (for possible implementation outside the Project) of sustainable participatory management plans and financing plans for select protected areas and forests within the Target Area.

4. Design of small income generation activities for select communities within the Target Area.

Part C. Development of Early Warning, Environmental Monitoring and Knowledge Systems

Implementation of a program of activities to develop early warning systems, environmental monitoring systems and disaster risk and land sustainability knowledge systems, consisting of, *inter alia*:

1. Development of a nation-wide early warning system through the enhancement of collaboration and communication among the National Meteorological Department, the National Hydrology Department, the Ministry of Water and Sanitation and the Togolese Red Cross and the provision of related equipment and training to said entities.

2. Development of a climate and monitoring system to provide information on, *inter alia*, vegetation cover, land use, carbon sequestration estimates, geo-spatial data, and bush fires.

3. Carrying out of (a) a partial update of the national cartography, (b) an update of the hydrology and settlement study for a select location within the Target area, and (c) a risk assessment to identify appropriate disaster risk mitigation investments and risk transfer mechanisms in select locations within the Target Area.


Part D. Project Management

Project coordination, management and monitoring, preparation of financial audits and periodic evaluations.
2.02. **Project Execution Generally.** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through the Technical Secretariat in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) 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”); (c) this Article II.

2.03. **Institutional and Other Arrangements.** The provisions of Sections I.A, I.C, I.D and I.E of Schedule 2 to the GEF Grant Agreement (including defined terms therein, unless otherwise defined herein) shall apply to this Agreement, *mutatis mutandis.*

2.04. **Project Monitoring, Reporting and Evaluation.**

(a) 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 indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

(b) 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 four months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

2.05 **Financial Management.**

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

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than one month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements 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.

(d) The Recipient shall appoint, no later than four (4) months after the Effective Date, an external auditor in accordance with the provisions of Section 2.06(d) of this Agreement.
2.06. **Procurement**

(a) **General.** All goods, works, non-consulting services, and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) 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;

(ii) 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

(iii) the provisions of this Section, 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”).

(b) **Definitions.** The capitalized terms used in the following paragraphs of 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.

(c) **Particular Methods of Procurement of Goods, Works and Non-consulting Services**

(i) Except as otherwise provided in sub-paragraph (ii) below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

(ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (A) Limited International Bidding, (B) National Competitive Bidding, (C) Shopping, and (D) Direct Contracting.

(d) **Particular Methods of Procurement of Consultants’ Services**

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality– and Cost-based Selection.
The following methods may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Least Cost Selection; (B) Selection based on Consultants' Qualifications; (C) Single-source Selection of consulting firms; and (D) Selection of Individual Consultants.

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.

Article III
Withdrawal of Grant Proceeds

3.01. Eligible Expenditures. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) 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 following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the 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 Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3) Goods, Consultants' services, and Training under Parts C.3(a) and C.3(b) of the Project</td>
<td>500,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>500,000</td>
<td></td>
</tr>
</tbody>
</table>

3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2014.
Article IV
Additional Remedies

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

(a) The NPDRR’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the NPDRR or Technical Secretariat to perform any of its obligations under this Agreement.

(b) The World Bank has determined after the Effective Date referred to in Section 5.03 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient’s right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

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 conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.

(b) Each Co-financing Agreement has been executed and delivered and all conditions precedent to the effectiveness of each such Co-financing Agreement or to the right of the Recipient to make withdrawals under each such Co-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 5.01 (a) of this Agreement, 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 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 5.01 of this Agreement (“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 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 has 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 90 days after the date of this Agreement, 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. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.

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

Ministère de l'Economie et des Finances  
Immeuble CASEF  
B.P. 387  
Lomé, Togo

Facsimile:  
(228) 22109095

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

International Bank for Reconstruction and Development and the International Development Association  
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
APPENDIX

Definitions

1. "Affected Persons" means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and "Affected Person" means any of the Affected Persons.

2. "Annual Work Plan and Budget" means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.E of Schedule 2 to the GEF Grant Agreement.


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

5. "Co-financier" means any or more of the following: the World Bank acting as an administrator of the Global Facility for Disaster Reduction and Recovery, the World Bank acting as an administrator of Least Developed Country Fund, and World Bank acting as an administrator of Global Environmental Facility, referred to in paragraph 10 of the Appendix to the General Conditions.

6. "Co-financing" means an amount of approximately US$7,290,000, comprising of US$4,290,000 from Grant Account TF 011010 and US$3,000,000 from Grant Account TF013715, in the case of the Global Facility for Disaster Reduction and Recovery grant; an amount of approximately US$3,703,703 in the case of the Least Developed Country Fund grant; and an amount of US$5,453,704 in the case of the GEF grant, to be provided by the Co-financiers to assist in financing of the Project.

7. "Co-financing Agreement" means any or more of the following: Global Facility for Disaster Reduction and Recovery Grant Agreement (as defined herein), Least Developed Country Fund Grant Agreement (as defined herein), and GEF Grant Agreement (as defined herein), entered into or to be entered into, as the case may be, between the Recipient and the Co-financiers providing for the Co-financing.

9. "Environmental and Social Management Framework" or "ESMF" means the framework disclosed in Togo on May 9, 2011 and at the World Bank's *Infoshop* on June 28, 2011, in form and substance satisfactory to the Association, setting out modalities to be followed in assessing the potential adverse environmental and social impact associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.

10. "Environmental and Social Management Plan" or "ESMP" means a plan, approved by the World Bank for the Project, to be prepared by the Recipient, if as required by the ESMF, proposing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and resettlement impacts, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the World Bank.

11. "GEF Grant Agreement" means the grant agreement to be entered between the Recipient and the World Bank acting as an administrator of the Global Environmental Facility for the financing of a percentage of Parts A, B, C.3(c) and D of the Project, as the same may be amended from time to time, and such terms includes all schedules to the GEF Grant Agreement.

12. "GEF" or "Global Environmental Facility" means the trust fund established in 1991 by a resolution of the World Bank executive directors as a program to assist in the protection of the global environment and to promote environmentally sound and sustainable economic development.

13. "Global Facility for Disaster Reduction and Recovery" means the trust fund established in 2006 by various donors to help developing countries reduce their vulnerability to natural hazards and adapt to climate change by mainstreaming disaster risk reduction and climate change adaptation in country development strategies.

14. "Global Facility for Disaster Reduction and Recovery Grant Agreement" means the grant agreement to be entered between the Recipient and the World Bank acting as an administrator of the Global Facility for Disaster Reduction and Recovery for the financing of a percentage of Parts A, B, C.3(c) and D the Project through the Grant Accounts referred to in the said agreement, as the same may be amended from time to time, and such terms includes all schedules to the Global Facility for Disaster Reduction and Recovery Grant Agreement.

15. "Least Developed Country Fund" means the trust fund established in 2001 under the United Nations Framework Convention on Climate Change (UNFCCC) at its seventh session in Marrakesh to address the needs of least developed countries whose economic and geophysical characteristics make them particularly vulnerable to the impact of global warming and climate change.

16. "Least Developed Country Fund Grant Agreement" means the grant agreement to be entered between the Recipient and the World Bank acting as an administrator of the Least Developed Country Fund for the financing of a percentage of Parts A, B, C.3(c) and D of the Project, as the same may be amended from time to time, and such terms includes all schedules to the Least Developed Country Fund Grant Agreement.
17. “MEFR” means the Recipient’s Ministry of Environment and Forest Resources, and any successor thereto.


19. “National Hydrology Department” means the Recipient’s National Hydrology Department established and operating pursuant to the Presidential Decree No 2008-090/PR of July 28th, 2008, as said decree may be amended from time to time.

20. “National Meteorological Department” means the Recipient’s National Meteorological Department established and operating pursuant to the Presidential Decree No 2005-099/PR of October 28th, 2005, as said decree may be amended from time to time.

21. “National Platform for Disaster Risk Reduction” or “NPDRR” means the National Platform for Disaster Risk Reduction within the MEFR, established and operating pursuant to the NPDRR’s Legislation, as said text may be amended from time to time.


23. “Operating Costs” means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications’ expenses, but excluding the salaries of officials and public servants of the Recipient’s civil service.


26. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated, November 10, 2011 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.

27. “Project Implementation Manual” means the manual referred to in Section I.D.2 of Schedule 2 to GEF Grant Agreement as the same may be revised from time to time with the prior written consent of the Association.

28. “Project Steering Committee” means the committee referred to in Section I.A.1 of Schedule 2 to the GEF Grant Agreement.
29. "Resettlement Action Plan" or "RAP" means the plans approved by the World Bank for the Project, prepared by the Recipient on the basis of the RPF (as hereinafter defined) as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to the initial consultation and disclosure requirements carried out on the RAP.

30. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework of the Recipient disclosed in Togo on May 9, 2011 and at the World Bank’s Infoshop on June 28, 2011, outlining the policies and procedures to be implemented in the event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the Association, and such term includes any schedules to such document.

31. "Safeguards Instruments" means the ESMF, the RPF, PMP and any Supplemental Social and Environmental Safeguard Instruments.

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

33. "Target Area" means Baguida, le Canton de Djakpa, Atakpamé, la Ville de Tchamba, Nawaré, Naki, Vogan, Doufelgou and Bombouka; the following watershed areas: Oti (Savanna), Zio, Haho (Plateau – Maritime) and Mono (Central – Plateau); the following protected areas: Togodo (Plateau – Maritime), Abdoulaye (Central), Galangashie (Savanna), Sadi and Amou Mono (Plateau); and other locations, satisfactory to the Association, within the Recipient’s territory as may be determined from time to time during the Project implementation.

34. "Technical Secretariat" means the Recipient’s Technical Secretariat of the National Platform for Disaster Risk Reduction within the MEFR, established and operating pursuant to the NPDRR’s Legislation, as said text may be amended from time to time, and referred to in Section I.A.2 of Schedule 2 to the GEF Grant Agreement.

35. "TerrAfrica Leveraging Fund" means the multi-donor trust fund established in 2005 for the financing of activities undertaken as part of the TerrAfrica initiative for sustainable land management in sub-Saharan Africa.

36. "Training" means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.