ASP GRANT NUMBER TF0B6352 Amendment to ASP Grant Agreement Number TF0B5311

# Adaptive Social Protection Multi-Donor Trust Fund Grant Agreement

(Third Additional Financing for the Social Safety Net Project and Amendment to ASP Grant Agreement Number TF0B5311)

Between

**BURKINA FASO** 

and

# INTERNATIONAL DEVELOPMENT ASSOCIATION/ INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Acting as Administrator of the Sahel Adaptive Social Protection Program Multi-Donor Trust Fund

# ASP GRANT NUMBER TF0B6352 Amendment to ASP Grant Number TF0B5311

#### Sahel Adaptive Social Protection Program GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between BURKINA FASO ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION/ INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"), acting as Administrator of the Adaptive Social Protection Multi-Donor Trust Fund. The Recipient and the Bank hereby agree as follows:

## Article I Standard Conditions; Definitions

- 1.01. The Standard 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 Standard Conditions or in the Appendix this Agreement.

# Article II The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions and Schedule 2 to this Agreement.

## Article III The Grant

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed thirty million United States Dollars (\$30,000,000) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the 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.

## Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the 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.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01(a), there shall be furnished to the Bank a legal opinion satisfactory to the Bank, showing the following matters:
  - (a) 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.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. *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 120 days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

# Article V Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions:
  - (a) the Recipient's address is:

Ministry of Finance, Economy, and Development 395 Avenue du 11 décembre 03 BP 7008 Ouagadougou 01 Burkina Faso

- 5.03. For purposes of Section 7.01 of the Standard Conditions:
  - (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:

Facsimile:

248423 (MCI) or (+1) 202-477-6391 64145 (MCI) AGREED as of the Signature Date.

**BURKINA FASO** 

By

| Markin                                                                     |
|----------------------------------------------------------------------------|
| Authorized Representative                                                  |
| Name: Lasseme KABORE                                                       |
| Title: Ministre de l'Economie, des Finantes                                |
| Title: <u>Ministre de l'Economie</u> , des Finantes<br>et du seveloppement |

# INTERNATIONAL DEVELOPMENT ASSOCIATION/ INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT Acting as Administrator of Sahel Adaptive Social Protection

Program Multi-Donor Trust Fund

By

Authorized Representative Name: <u>Maimouna</u> <u>Mbow</u> Fam Title: <u>Country Manager</u> Date: <u>December</u> 2, 2021

# SCHEDULE 1 Project Description

The objective of the Project is to increase access of poor and vulnerable households to safety nets and to lay the foundations for an adaptive safety net system in Burkiná Faso.

The Project consists of the following parts under the Original Project modified as **highlighted** below:

# Part 1: Cash Transfers and Awareness Program for Poor and Vulnerable Households

Carrying out activities to support structurally poor households in Targeted Regions, through:

#### Part 1: Shock-responsive Cash Transfer:

- Provision, under the Cash Transfer Program, of Cash Transfers and Shock-Responsive Cash Transfers to Eligible Beneficiaries aimed at:
   (i) promoting welfare of poor and vulnerable households identified under the Beneficiaries' Registry; and (ii) ensuring appropriate response to vulnerability due to covariate shocks including, *inter alia*, food insecurity caused by harvest season results.
- (b) Payment of transfer fees.
- (c) Delivery of accompanying measures aimed at: (i) assisting households with Eligible Beneficiaries under the Cash Transfer Program to improve household parenting and livelihood practice (including gender-based violence ("GBV" prevention); (ii) increasing resilience in the event of emergency, all through the provision of technical assistance, Training; and (iii) supporting the economic inclusion of selected Economic Inclusion Beneficiary Households, including inter alia: coaching, training, mentoring, technical assistance to establish Village Savings and Loans Associations, community awareness campaign on aspirations and social norms, and technical assistance to increase access to inputs market.
- (d) Goods required for the purpose.

#### Part 2: Laying the Foundations for an Adaptive National Safety Net System

<u>*Purt 2.1:*</u> Carrying out activities to establish the foundations for a basic adaptive social safety net system through:

- (a) the establishment and/or expansion of the following systems for the provision of Cash Transfers, including:
  - (i) the targeting system for identifying Eligible Beneficiaries;
  - (ii) the design and the prerequisites of the social registry;
  - (iii) a management information system;
  - (iv) a secure and efficient payment system;
  - (v) a monitoring and evaluation system;
  - (vi) design of accompanying measures;
  - (vii) a grievance redress mechanism for addressing complaints; and
  - (viii) a linkage mechanism between the Recipient's early warning system and the Cash Transfer Program aimed at improving effective response to recurrent shocks.
- (b) the enhancement of the Beneficiaries' Registry in order to make them available to other programs in the country and serve as foundations for a national safety net system; and
- (c) the strengthening of the capacity of the Recipient's institutions involved in coordinating, implementing, and monitoring government safety net programs at the local, regional and central levels.

#### Part 2.2: Deployment of the Social Registry

<u>Carrying out activities to support the operationalization and partial deployment of the</u> <u>Social Registry through:</u>

- (a) supporting the community process to identify the poorest households;
- (b) <u>collecting socioeconomic data from households;</u>
- (c) <u>establishing and operationalizing of a toll-free number to collect</u> <u>information and complaint management; and</u>
- (d) <u>carrying out monitoring and evaluation activities on the deployment of</u> <u>the Social Registry.</u>

#### Part 3: Project Management

- (a) Supporting the Recipient in the areas of Project coordination, supervision, financial management, procurement, supervision and implementation of the Cash Transfers and accompanying measures, including through the provision of technical assistance, Training, and goods required for the purpose.
- (b) Strengthening the capacity of the Project Implementing Unit ("PIU") to respond to specific challenges linked to Project implementation in fragile context, such as the Sahel region.

#### Part 4: Productive Labor-Intensive Public Works Program

Carrying out a labor-intensive public works program ("LIPW") in selected areas targeting refugees and host communities in the Sahel region and under which beneficiaries receive income-generating employment opportunities through investments in establishing, rehabilitating and maintaining infrastructure in both rural and urban settings ("LIPW Subprojects"), including cleaning and maintenance of streets, and of drainage and sanitation networks, rehabilitation or maintenance of public gardens and green spaces or local markets, improvement of livestock pastures/range, establishment of water points, bottom-land development, and improved soil and water management.

## Part 5: Contingent emergency response

Providing immediate response to an Eligible Emergency, as needed.

#### **SCHEDULE 2**

#### **Project Execution**

## Section I. Institutional and Other Arrangements

#### A. Institutional Arrangements

- 1. The Recipient shall:
  - (a) maintain, at all times during the implementation of the Project, a Project steering committee, chaired by the Secretary General of the MFSNFAH, and comprising of representatives from the ministry in charge of finance, MFSNFAH, ministry in charge of health, ministry in charge of agriculture, ministry in charge of education, CNPS and the Eligible Beneficiaries. To this end, the Steering Committee shall be responsible for, *inter alia*:
    (i) overseeing the implementation of the Project; (ii) facilitating the prompt and efficient coordination of Project activities at the central, regional and local levels; and (iii) providing strategic advice, reviewing progress made towards achieving the Project's objectives, and making recommendations for removal of any obstacles to the implementation of the Project ("Steering Committee");
  - (b) ensure that the MFSNFAH, has at all times during the implementation of the Project staffing and resources satisfactory to the Bank, for the purpose of ensuring prompt and efficient day-to-day implementation, coordination, and management of the Project, including procurement, financial management, monitoring and evaluation, in collaboration with key agencies; and
  - (c) maintain within the MFSNFAH, throughout the period of Project implementation, a project implementing unit, with terms of reference and resources acceptable to the Bank, supported by qualified and experienced staff in adequate numbers and in accordance with Section 4.01(b) of this Agreement, to be responsible for, *inter alia*: (i) day-to-day management and implementation of the Project; (ii) reports and assessments of Project activities; and (iii) coordinating Project activities at the central, regional and local levels, including the activities of Project staff at the local level and Payment Agencies ("PIU").

#### **B.** Implementation Arrangements

- 1. The Recipient shall:
  - no later than one (1) month after the Effective Date, update the Project (a) Implementation Manual and shall carry out the Project in accordance with the provisions of such manual containing detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement, including the role and mandate of the committee; (iv) monitoring, evaluation, reporting and tender communication; (v) Project impact evaluation and studies; (vi) eligibility criteria, detailed rules and procedures for identification, registration and selection of Eligible Beneficiaries and modalities for accounting, documentation and information management; (vii) criteria for selecting, and terms of reference of, payment agencies; (viii) roles and responsibilities of key agencies at the central, regional and local levels; (ix) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project: and (x) rules and procedure for processing and collection of Personal Data in accordance with national law and Personal Data Protection and good international practice;
  - (b) no later than two (2) months after the Effective Date, for the purposes of implementing Part 2.2 of the Project, prepare and adopt a Social Registry Operational Manual in form and substance acceptable to the Bank, including, inter alia, the description of the methodology, of the main steps to deploy the Social Registry including the processes to identify the poorest and to collect household socio-economic data, the related supervision mechanism and the description of the management information system and of the complaint mechanism; and
  - (c) not assign, amend, abrogate or waive the Project Implementation Manual and the <u>Social Registry Operational Manual</u> or any provisions thereof if, in the opinion of the Bank, such assignment, amendment, abrogation or waiver will materially and adversely affect the implementation of the Project. Any amendments to the said manuals shall be made with the prior written approval of the Bank. In case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 2. The Recipient shall:
  - (a) prepare and furnish to the Bank, not later than November 30 of each year during the implementation of the Project, an Annual Work Plan for the

following year including a detailed timetable for the sequencing and implementation of Project activities and the types of expenditures required for such activities and a proposed financing plan for such expenditures;

- (b) exchange views with the Bank on each such proposed Annual Work Plan, and thereafter carry out, such program of activities for such following year as shall have been agreed between the Recipient and the Bank; and
- (c) not amend or adopt the Annual Work Plan without the Bank's prior written approval.

## C. Cash Transfers

## 1.1: Cash Transfers:

The Recipient shall ensure that:

- (a) No Eligible Beneficiary shall be eligible to receive Cash Transfers unless the Recipient shall have determined, and the Payment Agency shall have verified, that said Beneficiary has met the following requirements, and such further requirements as elaborated in the Project Implementation Manual:
  - (i) the Eligible Beneficiary is present in a Targeted Region;
  - (ii) the Eligible Beneficiary has been duly registered under the appropriate registration process and is enrolled in the Beneficiaries' Registry; and
  - (iii) the Eligible Beneficiary has presented a valid identification card, including, *inter alia*, the beneficiary identification document issued by the Project Implementing Entity as further detailed in the PIM, which shall be verified by the Payment Agency; and
- (b) the selection, registration and identification of Eligible Beneficiaries are conducted in an open and transparent manner, all in accordance with the provisions of this Agreement and the Project Implementation Manual.

# 1.2: Shock-Responsive Cash Transfers:

The Recipient shall ensure that:

(a) No Eligible Beneficiary shall be eligible to receive <u>Shock-Responsive</u> Cash Transfers unless the Recipient shall have determined, and the Payment Agency shall have verified, that said Beneficiary has met the following requirements, and such further requirements as elaborated in the Project Implementation Manual:

- (i) the Eligible Beneficiary is present in a Targeted Region;
- (ii) the Eligible Beneficiary has been duly selected base on predefined vulnerability criteria, as further defined in the Project Implementation Manual, to cope with the cumulative impacts of shocks and enable consumption smoothing during the lean seasons;
- (iii) the Eligible Beneficiary has been duly registered under the appropriate registration process and is enrolled in the Beneficiaries' Registry; and
- (iv) the Eligible Beneficiary has presented a valid identification card, including, *inter alia*, the beneficiary identification document issued by the Project Implementing Entity as further detailed in the PIM, which shall be verified by the Payment Agency; and
- (b) the selection, registration and identification of Eligible Beneficiaries are conducted in an open and transparent manner, all in accordance with the provisions of this Agreement and the Project Implementation Manual.
- The Recipient shall conclude and thereafter implement, until it has expired in 2. accordance with its terms, a payment agreement, in form and substance satisfactory to the Bank and in accordance with criteria and procedures set forth in the Project Implementation Manual, with one or more Payment Agencies, selected on the basis of terms of reference, qualifications and experience satisfactory to the Bank and in accordance with the provisions of Section III of Schedule 2 of this Agreement, for the payment of Cash Transfers and Shock-Responsive Cash Transfers to Eligible Beneficiaries ("Payment Agreement"). The Recipient shall ensure that each Payment Agreement is: (a) submitted to the Bank for its review and approval prior to its signature between the Recipient and a Payment Agency; (b) signed and effective before any proceeds of the Cash Transfers Program amounts are transferred to the Agency; and (c) carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Cash Transfers proceeds other than the Recipient.
- 3. The Recipient shall oversee the Cash Transfers Program in all Targeted Regions as well as monitor and evaluate the activities of the Payment Agencies to ensure that payments are made in accordance with the terms, conditions and procedures

contained in the Project Implementation Manual and in a manner consistent with the Project's objective.

## D. Safeguards

- 1. The Recipient shall ensure that the Project is carried out with due regard to appropriate health, safety, social, environmental and GBV practices and standards, and in accordance with the Safeguards Instruments.
- 2. The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable Bank's Safeguards Policies and EHS Guidelines.
- 3. Without limitation to its other reporting obligations under this Agreement, the Recipient shall, throughout Project implementation, include in the Project Reports referred to in Section II of this Schedule adequate information on the implementation of the Safeguards Instruments, and shall:
  - (a) take all measures necessary on its part to collect, compile, and furnish to the Bank through Project Reports, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the Safeguards Instruments and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, among other things: (i) the status of implementation of the Safeguards Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguards Instruments; and
  - (b) address such conditions; and
  - (c) promptly notify the Bank of any incident or accident related to or having an impact on the Project, including but not limited any Project-related allegation of gender-based violence, alleged violation of Project-related labor and working conditions and any Project-related accidents and incidents (such as, Project-related fatalities), which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the Safeguards Instruments, and the instruments referenced therein.
- 4. The Recipient shall maintain, throughout Project implementation, and publicize the availability of a grievance and feedback mechanism, in form and substance

satisfactory to the Bank, 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 Bank.

- 5. Without limitation to the excluded expenditures provision set forth in the Safeguards Instruments, the following activities shall not be eligible to be included in or funded under the Project ("Negative List"):
  - (a) activities involving the use of pesticides;
  - (b) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;

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- (c) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
- (d) activities involving the financing the rehabilitation or construction of dams, and activities relying on the performance of an existing dam;
- (e) activities involving nuclear reactors and parts thereof and fuel elements (cartridges), non-irradiated, for nuclear reactors; and
- (f) goods intended for a military or paramilitary purpose.
- 6. The Recipient shall ensure that in case security personnel is deployed to protect Project workers and property, said personnel are: (a) duly screened to confirm that they have not engaged in past unlawful or abusive behavior, including but not limited gender-based violence or excessive use of force; and (b) adequately instructed and trained, namely on the use of force and appropriate behavior/conduct, all in a manner acceptable to the Bank.
- 7. The Recipient shall ensure that all allegations of unlawful or abusive acts of security personnel deployed to protect Project personnel and property are promptly reviewed and, take action (or urge appropriate parties to take action) to prevent recurrence and, where necessary, ensure that unlawful and abusive acts are reported to the relevant authorities.

## E. Counterpart Contribution

Without limitation to Section 5.03 of the General Conditions, the Recipient shall provide promptly as needed, the funds, facilities, services and other resources: (a) required for the Project; and (b) necessary or appropriate to enable the Project Implementing Entity to perform its obligations.

# Section II. <u>Project Monitoring, Reporting and Evaluation</u>

## 1. Project Reports

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

# Section III. Withdrawal of Grant Proceeds

#### A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance of Eligible Expenditures inclusive of Taxes.

| Category                                                                                                                                                                                                             | Amount of the<br>Grant Allocated<br>(expressed in USD) | Percentage of<br>Expenditures to be<br>Financed<br>(inclusive of Taxes) |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------|
| <ul> <li>(1) (a) "shock-responsive cash<br/>transfer under Part 1(a) of<br/>the Project</li> </ul>                                                                                                                   | 15,520,000                                             | 100%                                                                    |
| (b) Transfers fees under<br>Part 1(b) of the Project                                                                                                                                                                 | 480,000                                                |                                                                         |
| <ul> <li>(2) Goods, works, non-<br/>consulting services,</li> <li>Operating Costs, Training<br/>and consulting services<br/>and cash transfer fees<br/>under Parts Part 1(c)(iii)<br/>and Part 2.1(a)(ii)</li> </ul> | 5,000,000                                              | 100%                                                                    |
| <ul> <li>(3) Goods, works, non-<br/>consulting services,</li> <li>Operating Costs, Training<br/>and consulting services<br/>under Parts 2.2 of the<br/>Project</li> </ul>                                            | 9,000,000                                              | 100%                                                                    |
| TOTAL AMOUNT                                                                                                                                                                                                         | 30,000,000                                             |                                                                         |

# B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the Signature Date.
- 2. Under Category (1), until and unless the Bank has received evidence satisfactory that: (i) the Payment Agreement, with one or more Payment Agencies, has been signed in accordance with the provisions of Section I.C.2 of Schedule 2 to this Agreement and in form and substance satisfactory to the Bank; and (ii) the Recipient has updated the PIM in form and substance satisfactory to the Bank.
- 3. Under Category (3), until and unless the Bank has received evidence satisfactory that the Recipient has adopted the Social Registry Operational Manual in form and substance satisfactory to the Bank.
- 4. The Closing Date is March 31, 2024.

## APPENDIX

#### Section I. Definitions

- 1. "Annual Work Plan" means the work plan acceptable to the Bank referred to in Section I.B.2 of Schedule 2 to this Agreement, as said work plan may be modified from time to time with the written agreement of the Bank.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 2 of the Appendix to the Standard 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.
- 3. "Beneficiaries' Registry" means the registry established under the Original Financing Agreement to include and register all Eligible Beneficiaries under the Project.
- 4. "Cash Transfer Program" means the Recipient's existing program for assistance to the poorest and most vulnerable populations in the Recipient's territory through the provision of cash transfers and shock-responsive cash transfers, with the objectives to reduce poverty and to properly respond to recurrent shocks in the Recipient's territory.
- 5. "Cash Transfer" means the cash payment to be made to an Eligible Beneficiary under Part 1(a) of the Project, and "Cash Transfers" mean collectively, two or more of such cash payments.
- 6. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 7. "CNPS" means the Recipient's national protection bureau ("*le Conseil National pour la Protection Sociale*").
- 8. <u>"Economic Inclusion Beneficiary Households" means households selected in</u> accordance with the eligibility criteria and procedures set out in the Updated PIM, who will benefit from economic inclusion activities financed under Part 1(c)(iii) of the Project.
- "EHS Guidelines" means the World Bank Group Environmental, Health and Safety Guidelines published on <u>www.ifc.org/ehsguidelines</u>, as said guidelines are updated from time to time.
- 10. "Eligible Beneficiary" or "Eligible Beneficiaries" means a person or persons selected in accordance with the eligibility criteria and procedures set out in the Updated PIM and deemed eligible to receive a Cash Transfer or Shock-Responsive

Cash Transfers under the Cash Transfer Program pursuant to Section I.C.1 of Schedule 2 to this Agreement, and "Beneficiary" means any of the Beneficiaries.

- 11. "MFSNFAH" means *Ministère de la Femme, de la Solidarité nationale, de la Famille et de l'Action Humanitaire*, the Recipient's ministry in charge of women, national solidarity, family and humanitarian action, or any successor thereto.
- 12. "Operating Costs" means the incremental expenses incurred on account of Project implementation, consisting of reasonable expenditures for vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office maintenance, utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding salaries of officials of the Recipient's civil service).
- 13. "Original Financing Agreement" means the financing agreement for the Social Safety Net Project signed between the Recipient and the Association dated June 17, 2014, as amended to the date of this Agreement (Credit No. 5429-BF), including the amendments made through the ASP Grant Agreement.
- 14. "Payment Agency" means a competitively selected financial institution, including, *inter alia*, banks, post office, credit union, microfinance institutions and mobile phone companies, and duly established and operating under the Recipient's laws and regulations, for the purpose of making Cash Transfers to Eligible Beneficiaries and "Payment Agencies" means all such Payment Agencies.
- 15. "Payment Agreement" means the agreement signed between the Recipient and a Payment Agency and referred to in Section I.C of Schedule 2 to this Agreement.
- 16. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 17. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- "Project Implementing Unit" or "PIU" means the Project Implementing Unit ("Unité de Gestion") referred to in Section I.A.1(c) of Schedule 2 to this Agreement.

- 19. "Safeguard Instruments" means collectively, the ESMF, LIPW Subproject ESIA, LIPW Subproject ESMP, Resettlement Policy Framework, LIPW Subproject RAP, and "Safeguard Instrument" means any of such Safeguards Instruments.
- 20. <u>"Shock-Responsive Cash Transfer" means the cash payment to be made to</u> <u>support Eligible Beneficiary under Part 1(a) of the Project, and "Shock-Responsive Cash Transfers" means collectively, two or more such cash</u> <u>payments.</u>
- 21. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the Standard Conditions.
- 22. <u>"Social Registry Operational Manual" means the operational manual described</u> under Section I.B.1(b) of Schedule 2 to the Agreement, for the purpose of implementing Part 2.2 of the Project.
- 23. <u>"Social Registry" means information systems that support outreach, intake,</u> registration, and determination of potential household eligibility for one or more social programs and which include the socio-economic data of the households selected based on poverty and/or vulnerability criteria.
- 24. "Standard Conditions" means the "International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds", dated February 25, 2019.
- 25. "Steering Committee" means the steering committee referred to in Section I.A.1(a) of Schedule 2 to this Agreement.
- 26. "Targeted Regions" means are the regions including *inter alia* provinces of the Boucle de Mouhoun region, of north, east, center east and the Sahel region, and center west of the Recipient's territory and/or any other region or province selected during the Project implementation period in accordance with the Project Implementation Manual.
- 27. "Training" means training, workshops, conferences, study tours, fellowships and scholarships conducted in the territory of the Recipient and abroad, including the reasonable and necessary incremental expenditures incurred on account of organizing or attending learning and knowledge dissemination events, including, fees for educational institutions; fees and allowances for resource persons; travel, board and lodging for resource persons and trainees; logistics and materials associated with conferences, seminars, workshops, study tours, fellowships and scholarships; and other training costs directly associated with the Project but excluding: (a) those provided through consulting services; and (b) salaries

(including bonuses, fees and honoraria or equivalent payments) of officials of the Recipient's civil service.

- 28. "Updated PIM" means the Project Implementation Manual to be updated pursuant to Section I.B.1 of Schedule 2 to this Agreement and to be approved by the Recipient.
- 29. <u>"Village Savings and Loans Association" means unformal organizations of</u> people who pool their savings to build up credit to support the development of income activities within the Recipient's territory.

## Section II. Amendment to ASP Grant Agreement Number TF0B5311

- 1. Schedule 1 to the ASP Grant Agreement is amended as reflected in Schedule 1 to this Agreement.
- 2. The withdrawal table in Section III Paragraph A of Schedule 2 to the ASP Grant Agreement is amended as follows:

| Category                                                                                                             | Amount of the Grant<br>Allocated<br>(expressed in USD) | Percentage of Expenditures<br>to be Financed<br>(inclusive of Taxes) |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------|
| <ul> <li>(1) (a) "Shock-<br/>responsive<br/>cash transfer<br/>under Part</li> <li>1(a) of the<br/>Project</li> </ul> | 9,700,000                                              | 100%                                                                 |
| (b) Transfers<br>fees under<br>Part (b) of the<br>Project.                                                           | 300,000                                                |                                                                      |
| TOTAL AMOUNT                                                                                                         | 10,000,000                                             |                                                                      |

i.

3. The Appendix on Definitions in the ASP Grant Agreement is deleted in its entirety and replaced with the one reflected to this Agreement.