

OFFICIAL DOCUMENTS

CREDIT NUMBER 6434-BF
GRANT NUMBER D476-BF

Financing Agreement

Additional Financing for Social Safety Net Project
Scale-up and Responding to the Needs of Refugees and Host Communities

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6434-BF
GRANT NUMBER D476-BF

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between BURKINA FASO (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Association has decided to provide this additional 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 and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing the Project:
 - (a) an amount equivalent to sixty-seven million Special Drawing Rights (SDR 67,000,000) (“Grant”); and
 - (b) the amount of six million three hundred thousand Euros (EUR 6,300,000) (“Credit”).
- 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 payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.

- 2.05. The Payment Dates are May 1 and November 1 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and, Schedule 2 to this Agreement

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, the Recipient no longer has an adequate refugee protection framework.
- 4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Association is satisfied that the Recipient has an adequate refugee protection framework.
 - (b) The Recipient has adopted the Updated PIM, which shall have been revised in accordance with the Section I.B.1 of Schedule 2 to this Agreement and approved by the Association.
 - (c) The Recipient has hired and has in place technical staff, including, two accountants, one internal auditor, and one archivist, all under terms of reference satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. 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 VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister at the time responsible for finance.

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Minister of Economy, Finance and Development
Ministry of Economy, Finance and Development
03 BP 7050
Ouagadougou 03
Burkina Faso; and

(b) the Recipient's Electronic Address is:

Cable:	Telex:	Facsimile:
SEGEGOUV	5555	226-50-31-27-15

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

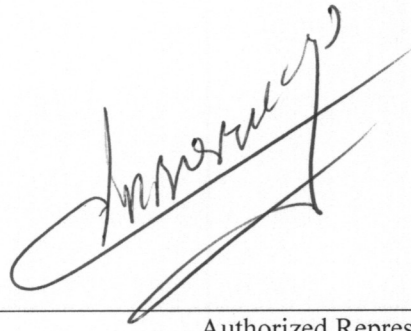
(b) the Association's Electronic Address is:

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

BURKINA FASO

By



Authorized Representative

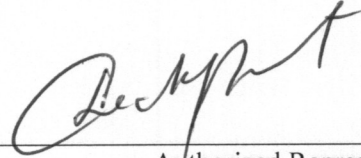
Name: Lassané Kaboré

Title: Minister of Economy, Finance and Development

Date: June 19, 2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Cheick F. Kanté

Title: Country Manager for Burkina Faso

Date: June 19, 2019

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 the Recipient's territory.

The Project consists of the following parts:

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

1. Carrying out activities to support structurally poor households in Targeted Regions, through:
 - (a) provision, under the Cash Transfer Program, of 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 recurrent shocks including, inter alia, food insecurity caused by harvest season results;
 - (b) payment of transfer fees; and
 - (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 child marriage prevention, gender-based violence (GBV) and forced labor prevention and radio-based age appropriate primary school program); and (ii) increasing resilience in the event of emergency, all through the provision of technical assistance, Training and goods required for the purpose.

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

1. 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) a national 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 3: Project Management

1. 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.
2. 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

1. 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

1. Providing immediate response to an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall:
 - (a) maintain, at all times during the implementation of the Project, a Project Steering Committee ("Steering Committee"), chaired by the Secretary General of the MFSNFAH or his/her delegate, 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, ministry in charge of youth, ministry in charge of foreign affairs, 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;
 - (b) ensure that the MFSNFAH, has at all times during the implementation of the Project staffing and resources satisfactory to the Association, 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 ("PIU"), with terms of reference and resources acceptable to Association, supported by qualified and experienced staff in adequate numbers, to be responsible for, *inter alia*: (i) day-to-day management and implementation of the Project; (ii) reports and assessments of Project activities; (iii) coordinating Project activities at the central, regional and local levels, including the activities of Project staff at the local level and Payment Agencies.

B. Implementation Arrangements

Project Implementation Manual ("PIM")

1. The Recipient shall:

- (a) update the PIM in accordance terms of reference acceptable to the Association, including revising provisions of said manual to provide detailed arrangements and procedures with respect to implementation of the activities under Part 4 of the Project, including criteria, procedures and policies for selection of beneficiaries and infrastructure investments to create income-generating employment opportunities ("LIPW Subprojects");
- (b) furnish the draft PIM updates to the Association for comments, revise the draft PIM updates taking into account the Association's comments thereon, and upon the Association's approval of the updated PIM ("Updated PIM"), adopt the Updated PIM and thereafter, implement the Project in accordance with the Updated PIM; and
- (c) not assign, amend, abrogate or waive the Updated PIM or any provisions thereof if, in the opinion of the Association, such assignment, amendment, abrogation or waiver will materially and adversely affect the implementation of the Project. Any amendments to the said manual shall be made with the prior written approval of the Association. In case of any conflict between the provisions of the Updated PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Annual Work Plan ("AWP")

2. The Recipient shall:

- (a) prepare and furnish to the Association, not later than November 30 of each year during the implementation of the Project, an AWP 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 Association on each such proposed AWP, and thereafter carry out, such program of activities in the AWP for such following year as shall have been agreed between the Recipient and the Association; and
- (c) not amend an AWP without the Association's prior written approval.

C. Cash Transfers Program

1. 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 Updated PIM:
 - (i) the Eligible Beneficiary is a resident 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 which shall be verified by the Payment Agency; and
 - (b) the selection, registration and identification of each Eligible Beneficiary are conducted in an open and transparent manner, all in accordance with the provisions of this Agreement and the Updated PIM.
2. The Recipient shall conclude and thereafter implement, until it has expired in accordance with its terms, a payment agreement, in form and substance satisfactory to the Association and in accordance with criteria and procedures set forth in the Updated PIM, with one or more Payment Agencies, selected on the basis of terms of reference, qualifications and experience satisfactory to the Association and in accordance with the provisions of Procurement Regulations, for the payment of Cash Transfers to Eligible Beneficiaries ("Payment Agreement"). The Recipient shall ensure that each Payment Agreement is:
 - (a) submitted to the Association 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 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 Association, including in accordance with the provisions of the Anti-Corruption Guidelines.
3. The Recipient shall oversee the Cash Transfers 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 Updated PIM and in a manner consistent with the Project's objective.

D. Contingent Emergency Response (CER)

1. In order to ensure the proper implementation of Part 5 of the Project ("CER Part"), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, an operations manual ("CER Manual") which shall set forth detailed implementation arrangements for the CER 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 CER Part ("Coordinating Authority");
 - (ii) specific activities which may be included in the CER Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion;
 - (iii) financial management arrangements for the CER Part;
 - (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CER Part;
 - (v) documentation required for withdrawals of Emergency Expenditures;
 - (vi) environmental and social safeguard management frameworks for the CER Part, consistent with the Association's policies on the matter; and
 - (vii) any other arrangements necessary to ensure proper coordination and implementation of the CER Part;
 - (b) afford the Association a reasonable opportunity to review said proposed CER Manual;
 - (c) promptly adopt the CER Manual for the CER Part as shall have been approved by the Association;
 - (d) ensure that the CER Part is carried out in accordance with the CER Manual and any relevant safeguards instruments; provided, however, that in the event of any inconsistency between the provisions of the CER Manual or any relevant safeguards instruments and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CER Manual or any relevant safeguards instrument without prior approval by the Association.
2. The Recipient shall, throughout the implementation of the CER Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the CER Part (and no activities shall be included in the CER Part) unless and until the following conditions ("CER Conditions") have been met in respect of said activities:

- (a) the Recipient has determined that an Eligible Emergency has occurred, has furnished to the Association a request to include said activities in the CER Part in order to respond to said Eligible Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
- (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CER Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments;
- (c) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.D.2 of this Schedule, for the purposes of said activities; and
- (d) the Recipient has adopted the CER Manual in form, substance and manner acceptable to the Association and the provisions of the CER Manual remain or have been updated in accordance with the provisions of Section I.D.1 of this Schedule so as to be appropriate for the inclusion and implementation of said activities under the CER Part.

E. LIPW Subprojects under Part 4 of the Project

- 1. The Recipient shall select beneficiaries and investments in infrastructure works to create income-generating employment opportunities ("LIPW Subprojects") in accordance with criteria, processes and policies set out in the Updated PIM and implement the LIPW Subprojects in accordance with this Agreement and the Updated PIM.

F. Safeguards

- 1. The Recipient shall ensure that:
 - (a) the Project is carried out with due regard to appropriate health, safety, social, and environmental practices and standards, and in accordance with the Safeguards Instruments;
 - (b) for each activity under the Project for which the ESMF, and the RPF provide for the preparation of a LIPW Subproject ESIA, and/or a LIPW Subproject ESMP, and a LIPW Subproject RAP:
 - (i) proceed to have such LIPW Subproject ESIA, and/or LIPW Subproject ESMP and LIPW Subproject RAP as appropriate:
 - (A) prepared and disclosed in accordance with the ESMF and the RPF, respectively; (B) consulted upon adequately with people

affected by the Project as per the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and

- (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such LIPW Subproject ESIA, and/or LIPW Subproject ESMP and LIPW Subproject RAP in a manner satisfactory to the Association;
- (c) all measures are taken to implement the LIPW Subproject RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
- (i) funds are made available to cover all the costs of implementing the RAPs;
 - (ii) prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the LIPW Subproject RAPs, as applicable; and
 - (iii) the implementation, monitoring and evaluation of such LIPW Subproject RAPs is completed and reported in a manner satisfactory to the Association.
2. Except as the Association shall otherwise agree in writing, the Recipient shall ensure that none of the provisions of the Safeguard Instruments be abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. 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 Association; 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 Association's Safeguards Policies and EHS Guidelines.
4. 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 Safeguard Instruments, and shall:

- (a) take all measures necessary on its part to collect, compile, and furnish to the Association through Project Reports, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the Safeguard Instruments and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, among other things: (i) the status of implementation of the Safeguard Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguard Instruments; 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, 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 Safeguard Instruments, and the instruments referenced therein.
- 5. The Recipient shall maintain, throughout Project implementation, and publicize the availability of a grievance and feedback 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.
- 6. Without limitation to the excluded expenditures provision set forth in the Safeguard 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;
 - (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.
7. 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 Association.
8. 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.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

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 finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in EUR)	Amount of the Grant (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Cash Transfers under Part 1(a) of the Project	0	33,860,000	100%
(2) Goods, works, non-consulting services, consultants' services, Training and Operating Costs under Parts 1(b), 2, 3, 4 of the Project	6,300,000	33,140,000	Such percentage of Eligible Expenditures as the Association may determine for each calendar year and notified to the Recipient, starting in calendar year 2019, covered by the respective AWP.
(3) Emergency Expenditures under Part 5 of the Project	0	0	
TOTAL AMOUNT	6,300,000	67,000,000	100%

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement; and
 - (b) under Category (3) for Emergency Expenditures under Part 5 of the Project unless and until the Association is satisfied that all conditions specified in paragraphs (a) through (c) of Section I.D.3 of this Schedule have been fulfilled to the satisfaction of the Association.
2. The Closing Date is March 31, 2024.

Section IV: Other Undertakings

1. The Recipient shall not later than thirty (30) days after the Effective Date carry out the following in accordance with terms of reference acceptable to the Association:
 - (a) customize the accounting software to record transactions and provide financial reporting under the Project to include the Financing to be provided under this Agreement; and
 - (b) revise the terms of reference of the external auditor to include: the audit of Financing to be provided under this Agreement; and expression of an opinion on Cash Transfers.

2. The Recipient shall not later than ninety (90) days after the Effective Date, recruit, in accordance with the provisions of the Procurement Regulations and have in place, an external auditor to carry out the audit of: (a) the financing provided pursuant to the Original Financing Agreement; (b) the grant provided pursuant to the ASP Grant Agreement; and (c) this Financing.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*¹
On each May 1 and November 1:	
Commencing November 1, 2025 to and including May 1, 2057	1.5625%

*The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.¹

APPENDIX

Section I. Definitions

1. "Affected Person" means a person or entity who, on account of the execution of the Project and/or LIPW Subprojects, has experienced or would experience direct economic and social impacts caused by: (i) the involuntary taking of land resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not such person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person; and, "Affected Persons", means more than one such Affected Person.
2. "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.
3. "Annual Work Plan" or "AWP" means an annual work plan to be prepared in accordance with Section I.B.2 of Schedule 2 to this Agreement, which plan lists Project activities to be carried out in the following year.
4. "ASP Grant Agreement" means the Grant Agreement dated January 27, 2017, signed between the Recipient and the Association, acting as administrator of the Adaptive Social Protection Multi-Donor Trust Fund (ASP Grant No. TF0A3975-BF), which provided the first additional financing for the Social Safety Net Project.
5. "Beneficiaries' Registry" means the registry established under the Original Financing Agreement to include and register all Eligible Beneficiaries under the Project.
6. "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, with the objectives to reduce poverty and to properly respond to recurrent shocks in the Recipient's territory.
7. "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.
8. "Category" means a category set forth in the table in Section III of Schedule 2 to this Agreement.

9. "CER Conditions" means the conditions described under Section I.D.3 of Schedule 2 to this Agreement.
10. "CER Manual" means the operations manual referred to in Section I.D.1(a) of Schedule 2 to this Agreement, to be adopted by the Recipient for the CER Part in accordance with the provisions of said Section.
11. "CER Part" means Part 5 of the Project, as described under Schedule 1 to this Agreement.
12. "Coordinating Authority" means entity responsible for coordinating and implementing the CER Part and referred to in Section I.D.1(a) of Schedule 2 to this Agreement.
13. "CNPS" means the Recipient's national protection bureau (*le Conseil National chargé de la Protection Sociale*)
14. "Coordinating Authority" means the entity or entities designated by the Recipient in the CER Manual and approved by the Association pursuant to Section I.D.1(a) of Schedule 2 to this Agreement, to be responsible for coordinating the CER Part.
15. "EHS Guidelines" means the World Bank Group Environmental, Health and Safety Guidelines published on www.ifc.org/ehsguidelines, as said guidelines are updated from time to time.
16. "Eligible Beneficiary" 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 under the Cash Transfer Program pursuant to Section I.C.1 of Schedule 2 to this Agreement, and "Beneficiary" means any of the Beneficiaries.
17. "Eligible Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact associated with natural or man-made crises or disasters
18. "Emergency Expenditures" means expenditures set out in the CER Manual to be financed under Part 5 of the Project, which may include works, goods, non-consulting services and consulting services, training, and operating costs.
19. "Environmental and Social Management Framework" or "ESMF" means the framework prepared and adopted by the Recipient, satisfactory to the Association, disclosed in-country on March 11 and 12, 2019, and the Association's website on March 14, 2019, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, including the risks of gender-based violence and sexual

exploitation and abuse, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects' risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time-to-time, with the prior written agreement of the Association.

20. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018.
21. "LIPW" means "LIPW" means labor intensive public works.
22. "LIPW Subproject" means labor intensive public works to be carried out by selected beneficiary in establishing, rehabilitating and maintaining infrastructure in both rural and urban settings under Part 4 of the Project and selected and appraised in accordance with the provisions of the Updated PIM.
23. "LIPW Subproject Environmental and Social Impact Assessment" or "LIPW Subproject ESIA" means (i) any environmental and social impact assessment to be prepared for civil works to be carried out under a Subproject; and (ii) any site-specific environmental and social impact assessment to be prepared pursuant to the ESMF for a LIPW Subproject. "LIPW Subproject ESIA" means, collectively, all such ESIA's.
24. "LIPW Subproject Environmental and Social Management Plan" or "LIPW Subproject ESMP" means the instrument to be prepared for a LIPW Subproject in accordance with the procedures and requirements under the ESMF, satisfactory to the Bank, which details (a) the measures to be taken during the implementation and operation of the Subproject to avoid, minimize, mitigate or offset adverse environmental and social impacts (including health and safety issues), or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as said instrument may be amended from time to time with the Bank's prior written agreement. "Subproject ESMPs" means, collectively, all such ESMPs.
25. "LIPW Subproject Resettlement Action Plan" or "LIPW Subproject RAP" means the instrument to be prepared for a LIPW Subproject in accordance with the procedures and requirements of the Resettlement Policy Framework, which includes the principles, procedures, organizational arrangements and budget to implement the resettlement related activities under the LIPW Subproject, as said resettlement action plan may be revised from time to time with the prior written

agreement of the Bank. "LIPW Subproject RAPs" means, collectively, all such RAPs.

26. "MFSNFAH" means the Recipient's ministry in charge of women, national solidarity, the family, and humanitarian action or any success thereto.
27. "Operating Costs" means reasonable cost of goods and non-consulting services required for the day-to-day implementation of the Project, incurred by the Recipient (which expenditures would not have been incurred absent the Project), including consumable materials and supplies, communications services (postage, telephone and internet), media and printing services, translation and interpretation services, office space rental and utilities, leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel costs, bank and insurance charges required for the Project, Payment Agency Fees, administrative support staff, and Project staff travel, lodging and per diems, but excluding salaries (including bonuses, fees and honoraria or equivalent payments) of officials of the Recipient's civil service.
28. "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.
29. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement.
30. "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.
31. "Payment Agency Fee" means the fee payable to the Payment Agencies in accordance with the Project Implementation Manual to provide Cash Transfers to Beneficiaries.
32. "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.
33. "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.

34. “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.
35. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework prepared and adopted by the Recipient, satisfactory to the Association, and disclosed in country on March 11 and 12, 2019 and disclosed on the Association’s website on March 14, 2019, which framework sets out the resettlement principles, guidelines, organizational arrangements (including consultation and budget), and design criteria for the preparation of RAPs under the Project and LIPW Subproject, as such framework may be amended from time to time with the prior written agreement of the Bank.
36. “Rural LIPW” means labor intensive public works as described in the PIM.
37. “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.
38. “Safeguard Policies” means, the Operational Policies (OPs) and Bank Procedures (BPs) of the Association, namely OP/BP 4.01 (Environmental Assessment), OP/BP 4.04 (Natural Habitats), OP/BP 4.09 (Pest Management), OP/BP 4.10 (Indigenous Peoples), OP/BP 4.11 (Physical Cultural Resources), OP/BP 4.12 (Involuntary Resettlement), OP/BP 4.36 (Forests), and OP/BP 4.37 (Safety of Dams); they can be found at <https://policies.worldbank.org>.
39. “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.
40. “Steering Committee” means the steering committee referred to in Section I.A.1(a) of Schedule 2 to this Agreement.
41. “Targeted Regions” means are the regions of north, east and center east, and center west of the Recipient’s territory (including Oudalan, Séno, Soum, and Yagha provinces of the Sahel region, the Nayala and Sourou provinces of the Boucle de Mouhoun region, the Bam province of Centre-Nord Region, the Sanguié province of the Centre-Ouest region and peri-urban areas of Ouagadougou) and/or any other region or province selected during the Project implementation period in accordance with the Project Implementation Manual.
42. “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.

43. "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.