
ASP GRANT NUMBER TFB5311

***Adaptive Social Protection Multi-Donor
Trust Fund***
Grant Agreement

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

between

BURKINA FASO

And

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

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Public Disclosure Authorized

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ASP GRANT NUMBER TFB5311

**Sahel Adaptive Social Protection Program
GRANT AGREEMENT**

AGREEMENT dated as of the Signature Date between BURKINA FASO (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“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.

**Article III
The Grant**

- 3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed ten million United States Dollars (\$10,000,000) (“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 donor 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 donor under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

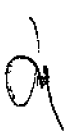
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Article IV
Effectiveness; Termination

- 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, 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 5.01 ("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 90 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.

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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 of Finance, Economy, and Development.

5.02. For purposes of Section 7.01 of the Standard Conditions:

(a) the Recipient's address is:

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

5.03. For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

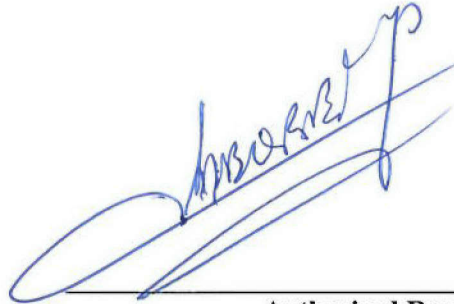
Telex:	Facsimile:
248423 (MCI) or 64145 (MCI)	1-202-477-6391

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AGREED as of the Signature Date.

BURKINA FASO

By



Authorized Representative

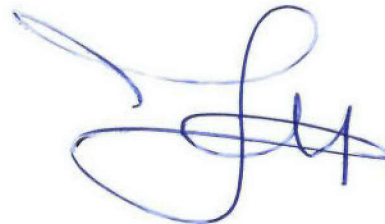
Name: Lassané Kabore

Title: Minister of Economy, Finance
and Development

Date: May 6, 2021

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of Sahel Adaptive Social Protection Program
Multi-Donor Trust Fund

By



Authorized Representative

Name: Haimeouana Mbow Farn

Title: Country Manager for Burkina Faso

Date: May 6, 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 the Recipient's territory.

The Project consists of the following part:

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

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 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 child marriage prevention, gender-based violence ("GBV") and forced labor prevention; and (ii) increasing resilience in the event of emergency, all through the provision of technical assistance, Training; and
- (d) goods required for the purpose.

Part 2: Project Management

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.

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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 ("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, ministry in charge of environment, 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 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 ("PIU"), with terms of reference and resources acceptable to the Bank, 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; 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.

B. Implementation Arrangements

Project Implementation Manual ("PIM")

1. The Recipient shall:

- (a) update the PIM in form and substance acceptable to the Bank including revising provisions of said manual to provide detailed arrangements and procedures with respect to implementation of the activities under Part I of the Project, including criteria, procedures and policies for selection of beneficiaries of cash transfers;
- (b) furnish the draft PIM updates to the Bank for comments, revise the draft PIM updates taking into account the Bank's comments thereon, and upon the Bank'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 Bank, 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 Bank. 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 Bank, 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 Bank 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 Bank; and
 - (c) not amend an AWP without the Bank'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 or internally displaced person (IPD) in a Targeted Region; and
 - (ii) the Eligible Beneficiary has been duly registered under the appropriate registration process and is enrolled in the Beneficiaries' Registry established in the Project's Targeted Region; 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 Bank 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 Bank 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 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 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.
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. 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 Safeguard 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 Safeguard 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 Safeguard Instruments; and (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguard Instruments;
 - (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 Safeguard 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 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.
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.

Section II. Project Monitoring, Reporting and Evaluation

A. 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.

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 Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Cash Transfers under Part 1(a) of the Project	9,500,000	Such percentage of Eligible Expenditures as the Bank may determine for each calendar year and notified to the Recipient, starting in calendar year 2021, covered by the respective AWP.
(2) Goods, works, non-consulting services, Operating Costs, Training and consulting services under Parts 1(b), 2 of the Project	500,000	Such percentage of Eligible Expenditures as the Bank may determine for each calendar year and notified to the Recipient, starting in calendar year 2021, covered by the respective AWP.
TOTAL AMOUNT	10,000,000	

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. The Closing Date is March 31, 2024.

APPENDIX

Section I. Definitions

1. "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.
2. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
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, 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. "CNPS" means the Recipient's national protection bureau (*le Conseil National pour la Protection Sociale*).
7. "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.
8. "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.
9. "MFSNFAH" means the Recipient's Ministry for Women, National Solidarity, the Family, and Humanitarian Action or its successor.
10. "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).

11. "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.
12. "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.
13. "Payment Agency Fee" means the fee payable to the Payment Agencies in accordance with the Project Implementation Manual to provide Cash Transfers to Beneficiaries.
14. "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.
15. "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.
16. "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.
17. "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.
18. "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.
19. "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.
20. "Steering Committee" means the steering committee referred to in Section I.A.1(a) of Schedule 2 to this Agreement.
21. "Targeted Regions" means are the regions including, *inter alia*, provinces of the Boucle de Mouhoun region, of north, east and center east, provinces of 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.

22. "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.
23. "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.

