
GRANT NUMBER D827-3W

Financing Agreement

(Regional Electricity Access and BEST Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ECONOMIC COMMUNITY OF WEST AFRICAN STATES

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GRANT NUMBER D827-3W

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and the ECONOMIC COMMUNITY OF WEST AFRICAN STATES ("Recipient" or "ECOWAS", as further defined in Section I of the Appendix hereto).

(A) the Recipient and the Participating Countries (as defined in Section I of the Appendix hereto) intend to carry out a program which supports a regional approach to expanding electricity distribution aligned with common quality standards that would allow the Participating Countries to achieve a concrete development outcome in achieving a unified regional electricity market ("Program");

(B) the Recipient, having satisfied itself as to the feasibility and priority of the project ("Project", as described in Schedule 1 to this Agreement) under the Program, has requested the Association to assist in the financing of Part 4.1 of the Project;

(C) by a financing agreement to be entered into between the Republic of Côte d'Ivoire and the Association ("Côte d'Ivoire Financing Agreement"), the Association will extend to Côte d'Ivoire a credit in the amount of fifty-nine million seven hundred thousand Euros (EUR 59,700,000) to assist Côte d'Ivoire in financing part of the cost of activities related to Parts 2.1, 3 and 4.2 of the Project on the terms and conditions set forth in the Côte d'Ivoire Financing Agreement;

(D) by a financing agreement to be entered into between the Republic of Mali ("Mali") and the Association ("Mali Financing Agreement"), the Association will extend to Mali a grant in an amount equivalent to nineteen million five hundred thousand Special Drawing Rights (SDR 19,500,000) and a credit in the amount of twenty-three million five hundred thousand Euros (EUR 23,500,000) to assist Mali in financing part of the cost of activities related to Parts 2.2, 3 and 4.2 of the Project on the terms and conditions set forth in the Mali Financing Agreement;

(E) by a financing agreement to be entered into between the Islamic Republic of Mauritania ("Mauritania") and the Association ("Mauritania Financing Agreement"), the Association will extend to Mauritania a grant in an amount equivalent to sixty-three million six hundred thousand Special Drawing Rights (SDR 63,600,000) to assist Mauritania in financing part of the cost of activities related to Parts 1.1, 3 and 4.2 of the Project on the terms and conditions set forth in the Mauritania Financing Agreement;

(F) by a financing agreement to be entered into between the Republic of Niger ("Niger") and the Association ("Niger Financing Agreement"), the Association will extend to Niger a grant in an amount equivalent to thirty-seven million one hundred thousand Special Drawing Rights (SDR 37,100,000) and a credit in the amount of forty-four million

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eight hundred thousand Euros (EUR 44,800,000) to assist Niger in financing part of the cost of activities related to Parts 1.2, 2.3, 3 and 4.2 of the Project on the terms and conditions set forth in the Niger Financing Agreement; and

(G) by a financing agreement to be entered into between the Republic of Senegal ("Senegal") and the Association ("Senegal Financing Agreement"), the Association will extend to Senegal a grant in an amount equivalent to forty-five million six hundred thousand Special Drawing Rights (SDR 45,600,000) and a credit in the amount of fifty-five million Euros (EUR 55,000,000) to assist Senegal in financing part of the cost of activities related to Parts 1.3, 3 and 4.2 of the Project on the terms and conditions set forth in the Senegal Financing Agreement;

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing, to extend the grant provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE 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 — GRANT

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to eleven million three hundred thousand Special Drawing Rights (SDR 11,300,000) ("Grant"), to assist in financing Part 4.1 of the Project.
- 2.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Grant Balance.
- 2.04. The Payment Dates are June 15 and December 15 in each year.
- 2.05. The Payment Currency is the Dollar.

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

(a) the Recipient's address is:

101 Yakubu Gowon Crescent
PMB: 401
Asokoro District
Abuja
Federal Republic of Nigeria

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Vijay Pillai

Title: Interim Director, Regional Integration

Date: July 19, 2021

ECONOMIC COMMUNITY OF WEST AFRICAN STATES

By



Authorized Representative

Name: Jean Claude Kassi BROU

Title: President, ECOWAS Commission

Date: September 28, 2021



SCHEDULE 1

Project Description

The objectives of the Project are to increase access to grid electricity, enhance power system stability, and increase renewable energy integration in the West African Power Pool.

The Project consists of the following parts:

Part 1: Design, Supply, and Installation of Electricity Distribution Infrastructure

Extension of distribution networks both in areas currently served and areas not served to connect new customers to increase the access rate, through the carrying out of detailed design, supply, and installation of distribution networks from the WAPP 225/33 kV substations including the provision of works, goods and services required for: (i) MV lines; (ii) MV/LV distribution substations; (iii) 400 V LV lines to expand grid coverage and maximize the number of new connections; and (iv) 235,000 last-mile connection equipment, including service drops, prepaid meters, and ready boards for LV customers, and encompassing:

1. Design, supply, and installation of electricity distribution infrastructure in Mauritania to connect about 68,000 new customers in peri-urban and rural areas, encompassing about 20,000 new customers in peri-urban areas and the electrification of new localities from the three OMVS substations located in Boghe, Kaedi, Selibabi, Rosso, Mabout and Nouakchott.
2. Design, supply, and installation of electricity distribution infrastructure in Niger to connect about 70,000 new customers in peri-urban and rural areas, encompassing about 30,000 new customers in peri-urban areas and the electrification of new localities from the WAPP substations located in Tillaberi, Dosso, Tahoua, Zinder and Maradi.
3. Design, supply, and installation of electricity distribution infrastructure in Senegal to connect about 97,000 new customers in peri-urban and rural areas, encompassing about 20,000 new customers in peri-urban areas and the electrification of new localities from the OMVG substations located in Kaolack, Kounghoul, Tambacounda, Tanaff and Kédougou and from the OMVS substations located in Dagana, Matam, Bakel and Sakal.

Part 2: Design, Supply, and Installation of BEST Equipment

Supply and installation of a 205 MWh Battery Energy Storage Technology to provide frequency control to the WAPP power system and to connect the system to the 225-kV busbar of the substations, encompassing the provision of works, goods, and services required for:

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1. Installation of 105 MWh equipment in Côte d'Ivoire in the three substations located in Korhogo, Boundiali and Odienne and construction of the required protective infrastructure, including floodwalls, levees, berms, barriers, and fire protection systems.
2. Installation of 80 MWh equipment in Mali in one substation located in Sirakoro, Bamako and construction of the required protective infrastructure, including floodwalls, levees, berms, barriers, and fire protection systems.
3. Installation of 20 MWh equipment in Niger in one substation located in Gourou Banda and construction of the required protective infrastructure, including floodwalls, levees, berms, barriers, and fire protection systems.

Part 3: Supervision of the Construction and Technical Advisory

Carrying out by the Participating Countries of supervision of the construction under Parts 1 and 2 of Project and delivery of technical advisory services to the Participating Countries, including the provision of consulting services of two owner's engineers, as required, inter alia, for the design, technical specifications, bidding documents, supervision of construction, contract management, and monitoring of compliance with environmental and social risk and impact management instruments and reporting thereon to the Participating Countries and the Recipient.

Part 4: Project Coordination and Technical Assistance

Part 4.1: Regional Implementation Support

Strengthening of ECOWAS' capabilities in successfully implementing the Project and preparing for future phases under the Program, through the provision of consulting and non-consulting services, goods, training and the financing of Operating Costs to assist ECOWAS in: (i) reinforcing its implementation team; (ii) carrying out of technical studies for Subprojects, including feasibility studies, gender baseline analysis studies, and environmental and social risk management instruments and assessments, and the preparation of bidding documents; (iii) preparing an assessment at the end of the Project implementation to identify and disseminate lessons relating to absorption capacity and joint procurement; and (iv) providing technical assistance to ERERA to improve its capacity to regulate the regional market, including the recruitment and training of a team of young professionals to strengthen the ERERA.

Part 4.2: National Implementation Support

Strengthening of the Participating Countries' capabilities in successfully implementing the Project through the provision of consulting services, goods, training and the financing of Operating Costs to assist the Participating Countries in reinforcing their national implementation teams and ensure close oversight throughout the Project,

including for fiduciary and social and environmental risk and impact management and supervision in accordance with the Environmental and Social Framework.

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SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Regional Coordination Unit

The Recipient shall take all action required on its behalf to maintain, throughout the period of Project implementation, the RCU, operating under terms of reference and with staff in adequate number and with qualifications and experience satisfactory to the Association so as to assure the timely and diligent carrying out of Part 4.1 of the Project, including its responsibilities for: (i) providing a convening platform for coordination among the Participating Countries and regional entities; (ii) leading the procurement process for contracts financed under Parts 1, 2 and 3 of the Project, including the preparation of all bidding documents, the evaluation of proposals, and the selection of proposals of contractors/consultants with the input of the project implementing units concerned, and carrying out the monitoring and reporting for each phase thereof; and (iii) delivering the relevant and required technical assistance to the Participating Countries' implementation team, including for environmental and social risk and impact management, fiduciary management responsibilities, knowledge management, and communication, as well as for all other cross-cutting activities leading to necessary regional alignment/harmonization. To that end, the RCU shall be headed by a Project coordinator and its composition shall include at all times a procurement specialist, an accountant, an environmental specialist, a social specialist and a power engineer, all of them with qualifications and experience and under terms of reference satisfactory by the Association, and a GBV consultant to be employed not later than three (3) months after the Effective Date with qualifications and experience and under terms of reference satisfactory by the Association.

2. Steering Committee

The Recipient shall, through the Director in charge of energy of the ECOWAS Commission, chair the Steering Committee to oversee the work of the RCU and the national project implementation units and lead the coordination with the Participating Countries.

3. Project Technical Committee

The Recipient shall, through the Project coordinator, chair the Project Technical Committee to oversee the carrying out of joint procurement.

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4. Joint Procurement

For the purposes of ensuring the application of the most appropriate procurement approach under the Project, the Recipient shall, with the participation of the Project Technical Committee, lead the bidding process to be carried out by the Participating Countries to ensure the rules determined by the Association for carrying out joint procurement of contracts under Parts 1, 2 and 3 of the Project are followed at all times, as determined by the Association.

B. Environmental and Social Standards

1. The Recipient, through the RCU, shall ensure that Part 4.1 of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that Part 4.1 of the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient, through the RCU, shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if



any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any incident or accident, within 24 hours of the occurrence in the case of severe incidents, including allegations of GBV/SEAH or accidents and within 48 hours of the occurrence in the case of serious accidents, related to or having an impact on Part 4.1 of the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including without limitation any fatal Project-related accidents, any dispute between security forces (assigned to protect the Project) and local communities, or allegations of gender-based violence and/or sexual exploitation, abuse and harassment related to Part 4.1 of the Project, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall establish, not later than one (1) month after the Effective Date, and thereafter maintain, operate, and publicize the availability of, throughout Project implementation, an accessible and functional grievance redress mechanism for Part 4.1 of the Project, with adequate staffing and processes, and in form and substance satisfactory to the Association, to receive, register, hear, facilitate and determine fairly, safely, ethically and in good faith and on a confidential basis, all complaints, concerns and grievances raised in relation to Part 4.1 of the Project, including those related to the environmental and social matters and a dedicated channel for the ethical handling of SEAH complaints, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
6. The Recipient shall ensure that all technical assistance under Part 4.1(ii) of the Project, the application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into consideration, and calls for application of the Environmental and Social Standards and the relevant Participating Countries' own laws relating to the environment and social aspects.
7. In leading the joint procurement process under Parts 1 and 2 of the Project, the Recipient shall ensure that all bidding documents and contracts for civil works under Parts 1 and 2 of the Project include the obligation of contractors, and subcontractors: (i) to comply with the relevant aspects of the environmental and social commitment plans of the Participating Countries and the environmental and social instruments referred to therein; and (ii) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation,



abuse and harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

C. Annual Work Plan and Budget (“AWP&B”)

The Recipient, through the RCU, shall:

- (a) prepare a draft AWP&B for each Fiscal Year, setting forth, *inter alia*: (i) a detailed description of planned activities under Part 4.1 of the Project for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;
- (b) on or about November 30 of each Fiscal Year, and after considering the comments provided by the Steering Committee, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B taking into account the Steering Committee’s and the Association’s views and recommendations thereon; and
- (c) adopt and sign the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year.

D. Training

For purposes of the training to be provided under Part 4.1 of the Project, the Recipient shall:

- (a) furnish to the Association for its approval, not later than November 30 of each year, a training program and the workshops including an explanation of how such training and workshops are consistent and conducive to the objective of Part 4.1 of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;
- (b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and
- (c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each training and the benefits to be derived therefrom.

E. Project Implementation Manual

The Recipient shall take all action required: (i) to carry out Part 4.1 of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual; (ii) to submit recommendations to the Association for its consideration for changes and updates of the Project Implementation Manual as may become necessary or advisable during Project implementation in order to achieve the objective of the Project; and (iii) to not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the Association's prior agreement. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

F. Accounting Systems and Auditing

The Recipient shall:

- (a) not later than three (3) months after the Effective Date, train the RCU accountant on the financial management and disbursement aspects of the Project; and
- (b) not later than six (6) months after the Effective Date, recruit an independent external auditor, with qualifications and experience satisfactory to the Association and under terms of reference approved by the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

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

B. Mid-Term Review

The Recipient shall:

- (a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Monitoring and Evaluation Indicators, the carrying out of Part 4.1 of the Project and the achievement of the objectives thereof;

- (b) prepare, under terms of reference satisfactory to the Association and on the basis of the Monitoring and Evaluation Indicators, and furnish to the Association, not later than June 30, 2024, a report integrating the results of the monitoring and evaluation activities and setting out the measures recommended to ensure the efficient carrying out of Part 4.1 of the Project and achievement of the objectives thereof during the period following such date; and
- (c) review with the Association, not later than September 30, 2024, or such later date as the Association shall request, the report referred to in the preceding paragraph (b) and, thereafter, take all measures required to ensure the efficient completion of Part 4.1 of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

Section III. Withdrawal of the Proceeds of the Grant

A. General

- 1. 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 Grant 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 Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, consulting and non-consulting services, training and Operating Costs under Parts 4.1(i), (iii) and (iv) of the Project	9,200,000	100%
(2) Subprojects under Part 4.1(ii) of the Project	2,100,000	100%
TOTAL AMOUNT	11,300,000	



For the purposes of the table set forth in paragraph 1 above, the term "training" means the expenditures incurred by the Recipient to finance the reasonable cost of training, workshops, conferences and study tours provided under Part 4.1 of the Project and conducted in the territory of the Federal Republic of Nigeria and abroad, including the reasonable and necessary incremental expenditures incurred on account of organizing or attending learning and knowledge dissemination events, including: (i) fees for educational institutions; (ii) fees and allowances for resource persons; (iii) travel, board and lodging for resource persons and trainees; (iv) logistics and materials associated with conferences, seminars, workshops and study tours; and (v) other training costs directly associated with Part 4.1 of 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; and which training is hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category (2), unless and until the Recipient has carried out to the satisfaction of the Association all applicable fiduciary, environmental and social risk and impact management, financial management and procurement assessments for the Subproject in respect of which the withdrawal is requested.
2. The Closing Date is December 31, 2026.

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APPENDIX

Section I. Definitions

1. “Annual Work Plan and Budget” or “AWP&B” means, each, the annual work plan and budget to be prepared on an annual basis by the RCU (as hereinafter defined) for Part 4.1 of the Project.
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. “Battery Energy Storage Technology” or “BEST” means, each, a technology developed for storing electric charge by using specially developed batteries.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “ECOWAS” means the Economic Community of West African States established and operating pursuant to the ECOWAS Revised Treaty (as hereinafter defined).
6. “ECOWAS Commission” means the commission referred to in Article 17 of the Supplementary Protocol A/SP/06/06 amending the ECOWAS Revised Treaty (as hereinafter defined).
7. “ECOWAS Revised Treaty” means the establishment treaty of ECOWAS, signed in Cotonou, Benin, on July 24, 1993.
8. “Directorate in charge of energy” means the Recipient’s administrative unit responsible for energy.
9. “Environmental and Social Commitment Plan” or “ESCP” means, each, the environmental and social commitment plan for the Project, dated April 13, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
10. “Environmental and Social Framework” means, collectively, the set of documents of the Association including: (i) “A Vision for Sustainable Development”, which sets out the Association’s aspirations regarding environmental and social sustainability; (ii) “The World Bank Environmental and Social Policy for



Investment Project Financing”, which sets out the mandatory requirements that apply to the Association; and (iii) “The Environmental and Social Standards” (as hereinafter defined), together with their Annexes, which set out the mandatory requirements that apply to the Recipient and projects.

11. “Environmental and Social Impact Assessment” or “ESIA” means, each, any of the instruments prepared and to be prepared under the Project in accordance with the procedures and requirements of the Project environmental and social management framework setting forth the details of potential environmental and social risks, including risks of gender-based violence and sexual exploitation and abuse, and adverse impacts associated with any Project activities, together with an environmental and social management plan defining measures to manage such risks and impacts, including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse, and including any schedules to such assessment; and “ESIAs” means, collectively, all such ESIAs.
12. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
13. “ERERA” means the ECOWAS Regional Electricity Regulatory Authority, the regional regulator for cross-border electricity interconnections in West Africa.
14. “Fiscal Year” means the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.
15. “GBV” means gender-based violence.
16. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).



17. "kV" means kilovolt, a unit of electromotive force equal to 1000 volts (as hereinafter defined).
18. "Monitoring and Evaluation Indicators" means the agreed monitoring and evaluation indicators set forth in the Project Implementation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the implementation of Part 4.1 of the Project and the degree to which the objectives thereof are being achieved.
19. "MWh" means megawatt-hour, a unit of measure of electric energy and the amount of electricity generated by a one megawatt (MW) electric generator operating or producing electricity for one hour.
20. "OMVG" means *the Organisation pour la mise en valeur du fleuve Gambie*, the Organization for the Development of the Gambia River, a subregional organization grouping the Republic of The Gambia, the Republic of Guinea, the Republic of Guinea Bissau and Senegal for the purpose of jointly managing the common hydroelectric resources of the Gambia River.
21. "OMVS" means *the Organisation pour la mise en valeur du fleuve Sénégal*, the Senegal River Basin Development Authority, a subregional organization grouping the Republic of Guinea, Mali, Mauritania and Senegal for the purpose of jointly managing the Senegal River and its drainage basin.
22. "Operating Costs" means the expenditures incurred by the RCU (as hereinafter defined) to finance: (i) the salaries of support staff of the RCU involved in the implementation of Part 4.1 of the Project (excluding civil servants) and state contributions thereon; (ii) *per diem* and travel expenses of the operational staff performing their responsibilities under Part 4.1 of the Project; (iii) fuel and vehicle maintenance and insurance; (iv) communication technology (including, without limitation, internet and telephone) and maintenance of equipment; (v) rental expenses and utilities; (vi) building security and maintenance; (vii) translation services, photocopies and publications; and (viii) utilities and office supplies, and which Operational Costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.
23. "Participating Countries" means, collectively and indistinctively, the Participating Countries, being the Côte d'Ivoire, Mali, Mauritania, Niger and Senegal, and "Participating Country" means, individually, each and any of the Participating Countries.
24. "Participating Country Financing Agreement" means a financing agreement between a Participating Country and the Association for activities related to the Project, as such agreement may be amended from time to time, and including all appendices, schedules and agreements supplemental thereto, and encompassing



the Côte d'Ivoire Financing Agreement, the Mali Financing Agreement, the Mauritania Financing Agreement, the Niger Financing Agreement, and the Senegal Financing Agreement; and "Participating Countries Financing Agreements" means collectively the Participating Countries Financing Agreements.

25. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
26. "Project Implementation Manual" or "PIM" means, each, the manual dated March 31, 2021, which defines the detailed implementation arrangements for Part 4.1 of the Project, in form and substance satisfactory to the Association, including: (i) the operational manual describing the Project activities and implementation arrangements; (ii) the procurement manual; (iii) the financial management manual; (iv) the monitoring and evaluation manual; and (v) the grievance handling mechanism manual, as the same may be amended from time to time with the prior written agreement of the Association.
27. "Regional Coordination Unit" and "RCU" means the unit established and operating within the Directorate in charge of energy pursuant to the provisions of the Financing Agreement between the Association and the Recipient dated February 25, 2019, for the ECOWAS Regional Electricity Access Project (Grant No. D407-3W) and to be responsible for day to day implementation of Part 4.1 of Project, and referred to in paragraph 1 of Section I.A of the Schedule 2 to this Agreement.
28. "Resettlement Action Plan" or "RAP" means, each, any of the resettlement and rehabilitation action plans developed and to be developed under the Project, satisfactory to the Association, pursuant to the resettlement policy framework of the Project and satisfactory to the Association, for the Project affected persons located permanently or temporarily in a Project area which involves resettlement; and "RAPs" means, collectively, all such RAPs.
29. "SEAH" means sexual exploitation, abuse and harassment.
30. "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.
31. "Steering Committee" or "SC" means, each, the Steering Committee to be established by the Recipient and the Participating Countries, and referred to in paragraph 2 of Section I.A of Schedule 2 to this Agreement.



32. "Subproject" means a development project in the energy sector to be prepared by the Recipient through the financing of goods and consulting services under Part 4.1(ii) of the Project with a view to be proposed for financing by the Association.
33. "volt" means the unit of electric potential or electromotive force, consisting of the difference in electric potential between two points of a conducting wire when an electric current of one ampere dissipates one watt of power between those points.
34. "WAPP" means the West African Power Pool, an international organization that associates all public and private power entities in the ECOWAS member states established by the Authority of Heads of State and Government of ECOWAS pursuant to the Decision A/Dec.5/12/99, dated December 10, 1999, relating to the "Establishment of the WAPP", and the Decision A/Dec.18/01/06, dated January 12, 2006, adopting the "Articles of Agreement Relating to the Establishment and Functioning of the WAPP".
35. "watt" means the unit of power defined as a derived unit of 1 joule per second, and used to quantify the rate of energy transfer.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:

"Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Legal Agreements, is subject to the Association's policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant."

2. Paragraphs (b) and (c) of Section 3.18 are modified to read as follows:

"(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Member Country.



(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Member Country, or in connection with their execution, delivery or registration.”

3. In Section 5.11, paragraph (a) is modified to read as follows:

“Section 5.11. *Visits*

“(a) The Recipient shall take all action necessary or useful to ensure that the Member Country affords all reasonable opportunity for representatives of the Association to visit any part of their territories for purposes related to the Grant or the Project.”

4. Section 6.01 is deleted in its entirety and the remaining section in Article VI is renumbered accordingly.

5. Section 8.02 is modified as follows:

(a) Paragraph (j) on *Membership* is modified to read as follows:

“(j) *Membership.* The Member Country or any member of the Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund.”

(b) Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:

“(m) *Interference.* The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Financing Agreement; or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to Grant or the Project.”

6. The Appendix (**Definitions**) is modified as follows:

(a) Paragraph 79 (Member Country) is modified to read as follows:

“79. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

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(b) Paragraph 94 (Recipient) is modified to read as follows:

“94. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”

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