

CONFORMED COPY

GEF GRANT NUMBER TF094263

Global Environment Facility Grant Agreement

(Sustainable Land Management Project)

between

REPUBLIC OF SENEGAL

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

(acting as an Implementing Agency of the Global Environment Facility)

Dated November 24, 2009

GEF GRANT NUMBER TF094263

GLOBAL ENVIRONMENT FACILITY

GRANT AGREEMENT

AGREEMENT dated November 24, 2009, entered into between:

REPUBLIC OF SENEGAL (“Recipient”); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 1, 2008 (“Standard Conditions”) constitute an integral 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 this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project, or cause the Project to be carried out, in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to four million eight hundred thousand United States Dollars (\$4,800,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

**Article IV
Additional Remedies**

- 4.01 The Additional Event of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following: a situation has arisen which shall make it improbable that the Program, or significant part thereof, will be carried out.

**Article V
Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:
 - (a) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action;
 - (b) the Recipient has revised the Financial and Accounting Procedures Manual and the Project Implementation Manual for the purposes of the Project, in a manner satisfactory to the World Bank;
 - (c) the Recipient has revised the PSAOP II *Arrêté* to expand the role of the TFCU and the Steering Committee for the purposes of the Project;

- (d) the TOMPRO software has been updated for the purposes of the Project;
 - (e) the Recipient shall have entered into the Subsidiary Agreement with ASPRODEB and into agreements, in form and substance acceptable to the World Bank, with ISRA, ANCAR, and INP for the implementation of the Project.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a) of this Agreement, there shall be furnished to the World Bank an opinion or opinions, satisfactory to the World Bank, of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing, on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the Minister at the time in charge of economy and finance.

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

Ministry of Economy and Finance
Rue René N'diaye
B.P. 4017
Dakar, Senegal

Cable:	Telex:	Facsimile:
MINIFINANCES	3203 G	221-33-821-1630

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

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

Cable:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	48423 (MCI) or 1-202-477-6391 64145 (MCI)	

AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

REPUBLIC OF SENEGAL

By:

**/s/ Abdoulaye Diop
Authorized Representative**

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
(acting as an Implementing Agency of the
Global Environment Facility)**

By:

**/s/ Habib M. Fetini
Authorized Representative**

SCHEDULE 1

Project Description

The objective of the Project is to contribute to the reduction of land degradation and the improvement of ecosystem functions and services in the Target Areas by adopting sustainable land management practices through the provision of support to the Recipient's research and agricultural and rural consultation system and to producer organizations.

The Project consists of the following parts:

PART 1. Supporting the Agricultural Research System

Strengthening the capacity of ISRA to generate and disseminate SLM-targeted research and knowledge through the:

- A. implementation by ISRA of research and development projects relating to land degradation and low soil productivity;
- B. collection of information on the bio-physical and socio-economic characteristics of the Target Areas and the preparation of baseline studies to be used for the SLM Knowledge Base and the monitoring and evaluation of the Project; and
- C. participation of ISRA scientific staff in regional and international networks and workshops relating to SLM-targeted research and knowledge;

all through the provision of technical assistance, Training, services, Operating Costs, and equipment and carrying out of studies.

PART 2. Strengthening the Agricultural and Rural Advisory Services

Strengthening of the agricultural advisory system of ANCAR and the consolidation of a pluralistic network of service providers through the : (i) carrying out of a Training program for selected staff of ANCAR, producers' intermediaries on SLM technologies and practices and their integration to existing farmer production systems; (ii) creation of a database on SLM technologies and practices; (iii) implementation of SLM awareness-raising campaigns among producers; (iv) dissemination of SLM technologies, sharing of lessons and best practices among producers, their organizations and local communities; and (v) provision of technical support to producers on SLM;

all through the provision of technical assistance, Training, services, Operating Costs and equipment and carrying out of studies.

PART 3. Supporting Producer Organizations

Strengthening the capacity of producer organizations to integrate SLM practices in the production system and participate in policy formulation through:

- A. Training and other capacity building activities for the benefit of, *inter alia*, selected staff of ASPRODEB on the provision of SLM support to producer organizations and the carrying out of advocacy and communication activities about SLM.
- B. Training for the benefit of representatives of producer organizations and local elected representatives on how to integrate SLM in the formulation of local development plans and sectoral policies.
- C. Carrying out of SLM Subprojects through: (i) the provision of Sub-grants to Producer Organizations; and (ii) the provision of technical assistance, and Operating Costs for the carrying out of monitoring and evaluation activities of the SLM Subprojects.

PART 4. Supporting Sectoral Coordination

- A. Overall inter-sectorial Project coordination by INP and preparation of a SLM Strategic Investment Framework; and
- B. Coordination, management and monitoring and evaluation by TFCU;

all through provision of technical advisory services, goods, Training, and Operating Costs.

SCHEDULE 2
Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient shall establish and maintain, throughout Project implementation, with composition and terms of reference acceptable to the World Bank:
 - (a) the Steering Committee, to be responsible for approving annual work programs and budgets and to assess Project performance; and
 - (b) the TFCU, within the ministry in charge of agriculture, with the responsibility to: (i) support implementation of Project activities; (ii) monitor the day-to-day implementation of the Project; (iii) facilitate exchange of information and cooperation among the implementing entities; (iv) prepare quarterly progress reports; (v) consolidate, supervise and monitor procurement plans for the Project; (vi) manage disbursements in collaboration with the ministry in charge of economy and finance; and (vii) act as liaison with the World Bank.
2. The ISRA will be responsible for the implementation of Part 1 of the Project; ANCAR will be responsible for the implementation of Part 2 of the Project; ASPRODEB will be responsible for the implementation of Part 3 of the Project; the INP will be responsible for the implementation of Part 4.A of the Project.
3. The Recipient shall implement or cause the Project to be implemented in accordance with the Implementation Agreements and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall not amend or waive any provision of such Implementation Agreements.

B. Subsidiary Agreement

1. To facilitate the carrying out of the ASPRODEB's part of the Project, the Recipient shall make part of the proceeds of the Financing available to the ASPRODEB under a subsidiary agreement between the Recipient and the ASPRODEB, under terms and conditions approved by the Association. ("Subsidiary Agreement").

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Environmental and Social safeguards

1. The Recipient shall ensure that the Project, and each SLM Subproject, is implemented in accordance with the provisions of the Environmental and Social Management Framework and the Resettlement Policy Framework, and shall not, except as the World Bank shall otherwise agree, amend or waive, or permit to be amended or waived, any provision of the aforementioned.
2. In cases of any SLM Subproject requiring the adoption of an EMP or RAP pursuant to the Environmental and Social Management Framework or the Resettlement Policy Framework, the Recipient shall: (i) proceed to have such EMP or RAP as the case may be developed, submitted to the World Bank for review and approval, and, thereafter, adopted, prior to the implementation of the SLM Subproject; and (ii) thereafter take such measures as necessary or appropriate to ensure full compliance with the requirements or such EMP or RAP, as the case may be; and
3. Without limitation upon its reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association on a quarterly basis reports on the status of compliance with the ESMF, RPF, ESIA, EMPs and RAPs, if any, and give details of: (a) measures taken in furtherance of such ESMF, RPF, ESIA, EMPs and RAPs, if any; (b) conditions, if any, which interfere or threaten to interfere with the implementation of such ESMF, RPF, ESIA, EMPs and RAPs, if any; and (c) remedial measures taken or required to be taken to address such conditions.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. Project Implementation Manual

1. Except as the World Bank shall otherwise agree, the Recipient shall: (i) carry out the Project in accordance with the Project Implementation Manual and the Financial and Accounting Procedures Manual, referred to in Section 5.01 (b) of

this Agreement; and (ii) except as the World Bank shall otherwise agree in writing, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof. To the extent that there is any contradiction between the terms of such manuals and this Agreement, the terms of this Agreement shall prevail.

2. For purposes of Part 3.C of the Project, the Recipient shall apply the proceeds of the Grant allocated to the provision of Sub-grants, in accordance with the guidelines, procedures and criteria, and terms and conditions, set forth in the Project Implementation Manual, and the additional terms and conditions set forth in Sub-Sections I.B, C and E of Schedule 2 to this Agreement.

F. Sub-grants for SLM Subprojects

1. Without limitation upon the criteria specified in the Project Implementation Manual, and except as the Association shall otherwise agree, no SLM Subproject shall be eligible to be financed by a Sub-grant unless the relevant Local Selection Committee shall have determined, on the basis of guidelines and criteria specified in the Project Implementation Manual that such SLM Subproject satisfies the eligibility criteria, which shall include, the following:
 - (i) the SLM Subproject shall be implemented by a Producer Organization;
 - (ii) the SLM Subproject does not fall within any of the negative list of ineligible activities set forth in the Project Implementation Manual, including without limitation activities that would adversely affect forest areas and/or natural habitats; and
 - (iii) the Sub-grants will support activities promoting SLM in the Target Areas;
2. To provide Sub-grants, the Recipient shall cause ASPRODEB to enter into a Sub-grant Agreement with the Sub-grant Beneficiary in form and substance satisfactory to the World Bank, which Agreement shall include the following:
 - (a) A description of the approved SLM Subproject/s, including its/their budget and performance indicators;
 - (b) A provision requiring the financing to be made on a grant basis;

- (c) The Sub-grant Beneficiary's obligation to: (i) carry out the SLM Subproject with due diligence and efficiency, and in accordance with sound administrative, technical and financial standards, the provisions of the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient, and the provisions of the PIM; (ii) maintain adequate records to reflect, in accordance with sound accounting practices defined in the PIM, the operations, resources and expenditures in respect of the SLM Subproject; (iii) maintain adequate reporting in accordance with the standards specified in the PIM; and (iv) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and at the World Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the World Bank;
- (d) The Sub-grant Beneficiary's obligation to: (i) carry out the SLM Subproject in accordance with the guidelines, procedures, timetables and other specifications set forth in the Safeguard Documents; and (ii) not amend or waive, except as the World Bank shall otherwise agree, any provision of the aforementioned if such amendment or waiver may, in the opinion of the World Bank, adversely and materially affect Project implementation;
- (e) The requirement that: (A) goods, works and consultants' services to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of Schedule 2 to this Agreement; and (B) in the case of a SLM Subproject, (i) such goods, works and consultants' services shall be used exclusively for implementing the activities described in such SLM Subproject proposal and achieving the objectives of such activities; and (ii) upon completion of the SLM Subproject, such SLM Subproject shall be operated and maintained in accordance with the operation and maintenance plan agreed upon with the Recipient.
- (f) The right of the Recipient and ASPRODEB to inspect, by itself, or jointly with the Sub-grant Beneficiary, the Recipient, and the World Bank, if the World Bank shall so request, the goods, sites and services financed by the Sub-grant, the operations thereof, and any relevant records and documents;
- (g) The right of the Recipient and ASPRODEB to obtain all information as the Recipient or the World Bank shall reasonably request regarding the

administration, operations and financial conditions of the SLM Subproject/s financed by the Sub-grant; and

- (h) The right of the Recipient and ASPRODEB to suspend or terminate the Sub-grant Beneficiary's right to use the proceeds of the Sub-grant upon failure by the Sub-grant Beneficiary to perform any of its obligations under the Sub-grant Agreement or obtain a refund of all or any part of the amount of the Sub-financing then withdrawn, upon the Sub-grant Beneficiary's failure to perform any of its obligations under the Sub-financing Agreement.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
 - (i) increased percentage of organic matter in the soil in the Target Areas; and
 - (ii) increased percentage of land with SLM practices in the Target Areas.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports (IFR) for the Project are prepared and furnished to the World Bank not later than 45 days after the end of each calendar quarter, covering the quarter in form and substance satisfactory to the World Bank. The first IFR shall be furnished to the World Bank not later than 30 days after the end of the first calendar quarter after the Effective Date, and shall cover the period from the incurrence of the first expenditure under the Project through the end of such first calendar quarter.
3. The Recipient shall have its Financial Statements for the Project, and those of the implementing agencies, audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods and works required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 (“Procurement Guidelines”) in the case of goods and works, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the World Bank in May 2004 and revised in October 2006 (“Consultant Guidelines”) in the case of consultants’ services; and
 - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines (“Procurement Plan”).

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan:

Procurement Method
<i>(a) National Competitive Bidding*</i>
<i>(b) Shopping</i>
<i>(c) Community participation in procurement</i>
<i>(d) Direct Contracting</i>

- (*) Subject to complementing the rules applicable to National Competitive Bidding to ensure that: (i) bids are advertised in national newspapers with wide circulation; (ii) bid evaluation, bidder qualification and award criteria are specified clearly in the bidding documents; (iii) bidders are given adequate response time (minimum four weeks) to prepare and submit bids; (iv) bids are awarded to the lowest evaluated bidder provided that this bidder is qualified; (v) eligible bidders, including foreign bidders, are not precluded from participating; and (vi) no preference margin is granted to domestic contractors.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan:

Procurement Method
<i>(a) Least Cost Selection (LCS)</i>
<i>(b) Selection Based on the Consultants' Qualifications</i>
<i>(c) Individual Consultants</i>
<i>(d) Single Source Selection</i>

D. Review by the World Bank of Procurement Decisions

1. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. 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; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, Training and services under Part 1 of the Project	600,000	100%
(2) Goods, Training, and services under Part 2 of the Project	700,000	100%

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(3) Goods, Training and services under Part 3 of the Project	700,000	100%
(4) SLM Sub-projects	2,100,000	100% of amounts disbursed
(5) Goods, Training, and consultants' services, and Operating Costs under Part 4 of the Project	700,000	100%
TOTAL AMOUNT	4,800,000	

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 (4) for a Sub-grant, unless a Sub-grant Agreement has been signed.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2012.

Section V. Other Undertakings

- A. The Recipient shall recruit, no later than six (6) months after the Effective Date, an external auditor pursuant to terms of reference, acceptable to the World Bank.
- B. The Recipient shall prepare and submit to the World Bank annual work plans, in form and substance satisfactory to the World Bank, no later than November 30 of each year.

APPENDIX

Definitions

1. “ANCAR” means *Agence Nationale de Conseil Agricole et Rural*, the Recipient’s agency responsible for agricultural and rural counsel, incorporated on March 17, 1997 (N.99.B.547).
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
3. “ASPRODEB” means the Senegalese Association for Grassroots-level Development (*Association Sénégalaise pour la Promotion du Développement à la Base*), established in 1995 under the *récépissé* N° 8331/MINT-DAGAT/DEL/AS and governed by Law n° 66-10 dated July 13, 1966, as modified by Law n° 68-08 of March 26, 1968, Decree n° 76040 of January 16, 1976 and Law n° 79-02 of January 4, 1979.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “CLCOP” means Producer Organizations Local Consultation Forum (*Cadre Local de Consultation des Organisations de Producteurs*) established in 2000, governed by the Law No. N° 66-70 du 13 juillet 1966 with the objective to support partnership between local actors and producer organizations.
6. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
7. “Displaced persons” means persons who, on account of the execution of a SLM Subproject under Part 3.C(i) of the Project had or would have their: (i) standard of living adversely affected; or (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected; and “Displaced Person” means any of the Displaced Persons.
8. “EMP” or “Environmental Management Plan” means an environmental management plan, acceptable to the World Bank, to be prepared by Sub-grant Beneficiaries in connection with SLM Sub-projects describing the potential

adverse environmental and social impacts of a SLM Sub-project during: (i) planning designing and construction; (ii) operation; and (iii) decommissioning, and outlines institutional arrangements for the implementation and monitoring of mitigation measures as well as cost estimates for these measures, sources of funding, adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, such environmental management plan.

9. “Environmental and Social Impact Assessment” or “ESIA” means a specific environmental and social impact assessment, acceptable to the World Bank, to be prepared by Sub-grant Beneficiaries in connection with SLM Subprojects, giving details of the status of the natural and social environment, and potential risks and adverse impacts thereto, which are specific to the SLM Sub-project, along with proposed mitigation measures.
10. “ESMF” or “Environmental and Social Management Framework” means the Recipient’s document dated November 26, 2005, and updated in May 2008, referred to in paragraph C of Section I of Schedule 2 to this Agreement, and giving details of a program of actions, measures and policies designed to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, along with the procedural and institutional measures needed to implement such actions, measures and policies.
11. “Financial and Accounting Procedures Manual” means the manual adopted by the Recipient for the purposes of implementation of the PSAOP II to be updated by the World Bank pursuant to Section 5.01(b) of this Agreement, outlining financial management, and accounting arrangements, as shall have been agreed with the World Bank for purposes of Project implementation and shall be applied by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior approval of the World Bank, and such term includes any schedules to the Financial and Accounting Procedures Manual.
12. “Implementation Agreements” means the agreements to be entered into by the Recipient pursuant to Section 5.01(e) of this Agreement.
13. “INP” means the Recipient’s National Institute of Pedology (*Institut National de Pédologie*) established pursuant to the Recipient’s *Décret* No. 2004-802 of June 28, 2004, which is responsible for the mandate to improve the productivity of land, in the framework of the government strategy to reduce rural poverty.

14. “ISRA” means the Recipient’s Agricultural Research Institute (*Institut Sénégalais de Recherches Agricoles*) established pursuant to the Recipient’s Law No. 74-53, dated April 11, 1974, as amended by Law No. 97-13, dated July 2, 1997, which is responsible for the mandate of agricultural research priorities.
15. “Local Selection Committee” is the Recipient’s entity at community level composed of delegates of the CLCOP, Rural Producer Cooperatives and members of the Rural Council.
16. “NARS” means the Recipient’s National Agricultural Research System, composed of the agricultural research services in the country with the objective of coordination, oversight and regulation and organizing the research system in line with the agricultural development objectives.
17. “Operating Costs” means the incremental expenses incurred on account of Project implementation and monitoring, including office supplies, vehicles operation and maintenance, communication costs, rental expenses, utilities expenses, consumables, transport, travel and accommodation, per diem, supervision costs and salaries of locally contracted staff, but excluding salaries of officials of the Recipient’s civil service.
18. “Pest Management Plan” means the pest management plan of the Recipient disclosed in the World Bank’s *Infoshop* on April 17, 2009 and each pest management plan to be prepared by Sub-grant Beneficiaries in connection with SLM Subprojects under conditions defined in the Environmental and Social Management Framework.
19. “Procurement Guidelines” means the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.
20. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated November 22, 2008 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
21. “Producer Organization” means a group of producer organizations of the Recipient with activities within the Target Area, which are established as legal entities pursuant to the following laws and decrees of the Recipient : (i) Law n° 83-07 of January 28, 1983 and decree n° 83-320 of March 25, 1983; and

(ii) Law n° 85-40 of July 29, 1985 modifying Law n° 84-07 of May 11, 1984 and Decree n° 93-153 of February 24, 1993.

22. “Program” means the Recipient’s program of actions, objectives and policies designed to strengthen the Recipient’s agricultural sector described in the letter from the Recipient to the World Bank, dated March 22, 1999.
23. “Project Implementation Manual” or “PIM” means the manual adopted by the Recipient for the implementation of PSAOP II, as revised by the Recipient pursuant to Section 5.01(b) of this Agreement, detailing: (i) implementation, organizational, monitoring and procurement rules and procedures for the purposes of Project implementation; (ii) a standard model form of Sub-grant Agreement acceptable to the Association; (iii) the eligibility criteria for SLM Subprojects, the provision of Sub-grants, as shall have been agreed with the World Bank for purposes of Project implementation and shall be applied by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior approval of the World Bank, and such term includes any schedules to the Project Implementation Manual.
24. “PSAOP II” means the second phase of the Agricultural Services and Producer Organizations’ project (“*Projet de Services Agricoles et Organisations des Producteurs*”) financed through the Financing Agreement between the Association and the Recipient dated July 26, 2006.
25. “PSAOP II *Arrêté*” means the *Arrêté* No. 005620 of August 22, 2006 adopted by the Recipient in the context of the PSAOP II.
26. “RAP” or “Resettlement Action Plan” means an resettlement action plan, acceptable to the World Bank, to be prepared by Sub-grant Beneficiaries in connection with SLM Subprojects defining a program of actions, measures and policies designed to facilitate the compensation and resettlement of Displaced Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the Resettlement Action Plan.
27. “RPF” or “Resettlement Policy Framework” means the Resettlement Policy Framework of the Recipient dated November 26, 2005, and updated in May 2008, outlining the policies and procedures to be implemented in the event that the implementation of SLM Subprojects requires land acquisition, thereby

having potentially negative impacts on the livelihoods, assets and land of the affected population.

28. “Rural Council” means the entity constituted by local elected representatives in charge of deliberating on matters linked to local administrative management, governed by Law n° 96-06 dated March 22, 1996.
29. “Rural Producer Cooperative” means an agricultural cooperative established by producers in the rural communities.
30. “Safeguard Documents” means collectively the ESMF, RPF, the EMPs, the Pest Management Plans and RPFs.
31. “SLM” means sustainable land management.
32. “SLM Knowledge Base” means the Recipient’s database referred to in Part 1.B. of the Project, with comprehensive information on SLM technologies and approaches and, in particular, SLM geo-referenced data and information, such as extension and severity of land degradation, soil fertility, vegetation cover, land use and land use change in the Recipient’s territory, including the data collected during the preparation of the SLM Strategic Investment Framework.
33. “SLM Strategic Investment Framework” means the Recipient’s software program referred to in Part 4.A. of the Project, which is created to assist the Recipient to:
(i) set SLM objectives, thematic and geographic priorities and investment needs;
(ii) prioritize the activities and cost them; and
(iii) identify and select the most appropriate mechanisms to achieve them.
34. “SLM Subproject” means a specific development subproject for SLM activities to be carried out by a Producer Organization as identified through a diagnostic review of the POs, financed, or proposed to be financed through a Sub-grant under Part 3.C.(i) of the Project.
35. “Standard Conditions” means the “Standard Conditions for Grants Made by the World Bank out of Various Funds”, dated July 1, 2008.
36. “Steering Committee” means the Project’s committee established and operating under the PSAOP II *Arrêté*, whose role has been expanded to cover the Project pursuant to Section 5.01(c) of this Agreement.

37. “Sub-grant” means a grant made, or to be made, to a Producer Organization out of the proceeds of the Grant to finance a SLM Subproject under Part 3.C. (i) of the Project.
38. “Sub-grant Agreement” means the agreement to be entered into between ASPRODEB and a Sub-grant Beneficiary for the purpose of extending a Sub-grant.
39. “Sub-grant Beneficiary” means a Producer Organization that benefits from Sub-grants awarded for SLM Subprojects.
40. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to ASPRODEB.
41. “Target Areas” means the Recipient’s regions/districts of Notto Djobass, Mewane, Dealy, Touba Mosque, Fimela, Niakhar, Nganda, and Latmingue in the Groundnut Basin, which benefit from the activities of the Project, or any other region of the Recipient agreed with the World Bank.
42. “TFCU” means the Project’s Technical and Fiduciary Coordination Unit established and operating under the PSAOP II *Arrêté*, whose role has been expanded to cover the Project pursuant to Section 5.01(c) of this Agreement.
43. “TOMPRO” means the financial management software used by TFCU.
44. “Training” means the training of persons involved in Project-supported activities, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.