**CREDIT NUMBER 6666-DJ** 

# **Financing Agreement**

(Additional Financing for Development Response to Displacement Impacts Project in the Horn of Africa)

between

REPUBLIC OF DJIBOUTI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

# **CREDIT NUMBER 6666-DJ**

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF DJIBOUTI ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

### ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

#### ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to Seven million four hundred thousand Special Drawing Rights (SDR 7,400,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are 1 March and 1 September in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is United States Dollar.

#### ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall: (a) cause Parts 1, 2, 3 and 4 of the Project to be carried out by the Project Implementing Entity; and (b) collaborate with IGAD in carrying out Part 5 of the Project; and shall carry out Part 6 of the Project, all in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

### ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

#### ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
- 5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date one hundred eighty (180) days after the Signature Date.
- 5.04. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is ten (10) years after the Signature Date.

#### ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its Minister of Economy and Finance in charge of Industry .

6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Ministry of Economy and Finance in charge of Industry BP 13

Djibouti City

Republic of Djibouti; and

(b) the Recipient's Electronic Address is:

Email:

cabinet@economie.gouv.dj

6.03. For purposes of Section 11.01 of the General Conditions: (a) The Association's address is:

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

(b) the Association's Electronic Address is:

Telex: Facsimile:

248423 (MCI) 1-202-477-6391

AGREED as of the Signature Date.

# REPUBLIC OF DJIBOUTI

Ву		
		Authorized Representative
	Name:	
	Title: _	Minister  08-Jun-2020
		08-Jun-2020
INTERNATI By	ONAL DEVELO	OPMENT ASSOCIATION
		Authorized Representative
		114 morizou representative
	Name:	Marina Wes
		Marina Wes

### **SCHEDULE 1**

#### **Project Description**

The objective of the Project is to improve access to basic social services, expand economic opportunities and enhance environmental management for communities hosting refugees in Targeted Areas of the Recipient's territory.

The Project consists of the Original Project and the following additional parts:

#### Part 1: Social and Economic Services and Infrastructure

- 1(a) Community Investment Fund: Scaling up Community Sub-Projects designed to help expand and improve service delivery and build infrastructure for local development in education, water supply, human health, rural roads, market structures, fire station construction and storage facilities.
- 1(b) Capacity Support for Local Planning and Decentralized Service Delivery Scaling up capacity support interventions in the areas of community driven planning process, management of local development, enhancement of service delivery capacities, mainstreaming of Project interventions with the Recipient's development planning and budgeting process, and coordination of potential development stakeholders at local level and community level.

#### Part 2: Sustainable Environmental Management

- **2(a) Integrated Natural Resources Management** Scaling up planting of multipurpose trees and carrying out of select studies so as to enhance the productivity of environmental and natural resources and prevent the degradation of fragile ecosystems, such as forest, mangrove swamp, range and agricultural lands.
- **2(b)** Access to Energy Scaling up access to alternative sources of energy through extension of the solar power plant in Ali Adde.

#### **Part 3: Livelihoods Program**

**3(a) Support to Traditional and Non-Traditional Livelihoods** Increase the production and productivity of agriculture (crops and livestock), pastoralism (livestock), agro-pastoralism (crop and livestock) and fisheries; and commercialize livelihood activities for improved incomes, employment, and self-reliance through scaling up improved production practices, access to technology and equipment, access to storage and processing infrastructure, access to finance, and access to input and output markets as well as enhanced skills for increased employability, enterprise development, promotion of other income generating activities such as technological, institutional and process innovations, programs for youth and women in technological innovations, information-technology-enabled services.

**3(b)** Capacity Support of Community-Based Organizations for Livelihoods Scaling up the capacity building activities for community-based organizations including farmer, pastoral, agro-pastoral/fisheries organizations, associations and cooperatives, savings and credit cooperatives, and common interest groups.

#### Part 4: Project Management, Monitoring and Evaluation

Scaling up support for Project management, coordination, implementation, communications, monitoring and evaluation, and environmental and social safeguards monitoring; studies as needed related to the Project.

#### Part 5: Regional Support for Coordination, Capacity and Knowledge

Support for the establishment of the Regional Secretariat within IGAD, through provision of goods, services, training and Operating Costs, to enable the regional Secretariat and IGAD to: (i) carry out policy engagement on development approach to displacement with academic and research institutions; (ii) generate evidence through research for innovative management of forced displacement and mixed migration; (iii) build capacities of Participating Countries and institutions to innovatively respond to displacement-migration nexus; (iv) undertake knowledge management and monitoring and evaluation; (v) forge partnerships between humanitarian and development actors; and (vi) consolidate the capacity of IGAD to respond to forced displacement and mixed migration regionally and internationally.

#### Part 6. Contingent Emergency Response

Providing immediate response to an Eligible Crisis or Emergency, as needed.

#### **SCHEDULE 2**

#### **Project Execution**

#### **Section I.** Implementation Arrangements

#### A. Institutional Arrangements

- 1. The Recipient shall maintain throughout the period of Project implementation:
  - (a) its representative in the Project Regional Steering Committee to provide overall guidance and oversight for the Project at the regional level; and
  - (b) the National Steering Committee to ensure performance and implementation support for the Project at the national level.

All with the composition, staffing, and mandate acceptable to the Association as further described in the Project Implementation Manual.

- 2. The Recipient shall cause the Project Implementing Entity to ensure the implementation and coordination of the Project and to undertake all necessary fiduciary support, including disbursement, financial management, procurement, environmental and social safeguards activities, as well as monitoring and evaluation, including through the maintenance of the Project Implementation Team.
- 3. The Recipient shall cause the Project Implementing Entity to closely coordinate Project implementation with the Regional Councils which shall be responsible for:
  (a) collecting information and proposals for Community Sub-Projects from the Target Communities and presenting them to the National Steering Committee;
  (b) participate in the approval of selected Community Sub-projects and other activities under the Project; and (c) serve as a liaison between the National Steering Committee and the communities hosting refugees.

#### **B.** Subsidiary Agreement

- 1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity on a grant basis under a subsidiary agreement between the Recipient and the Project Implementing Entity, 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 which shall include, *inter alia*:

- (i) the obligations and commitments of the Project Implementing Entity with respect to the carrying out of the Project;
- (ii) the terms and conditions under which the Recipient shall make the proceeds of the Credit available to the Project Implementing Entity; and
- (iii) the obligation for the Project Implementing Entity to ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

# C. Implementation Manual

- 1. The Recipient shall cause the Project Implementing Entity to carry out the Project in accordance with the Project Implementation Manual.
- 2. The Recipient shall not amend or cause the Project Implementing Entity to amend said Project Implementation Manual without the prior written approval of the Association.
- 3. In the event of any conflict between the provisions of said Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

## D. Annual Work Program

- 1. The Recipient shall, not later than November 30 in each calendar year during Project implementation (but not later than July 30 2020, for the first year of Project implementation), prepare and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget ("Annual Work Program").
- 2. The Recipient shall exchange views with and seek approval of the Association on each such proposed Annual Work Program and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.
- 3. Only those activities which are included in an Annual Work Program shall be implemented. The Annual Work Program shall not be waived, amended or otherwise modified to include new activities without the prior written approval of the Association.

## E. Community Sub-Projects under the Community Investment Fund

For the purposes of carrying out Part 1(a) of the Project, the Recipient shall cause the Project Implementing Entity to:

- 1. pre-select in collaboration with the Target Communities eligible Community Sub-Projects in favor of said Target Communities in accordance with the guidelines and procedures set forth in the Project Implementation Manual;
- 2. (a) ensure that each Community Sub-Project is carried out with due diligence and efficiency and in accordance with sound technical, economic, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines, the Project Implementation Manual and the Safeguard Documents; (b) provide, promptly as needed, the resources required for the carrying out of the Community Sub-Project; (c) procure the goods, works, non-consulting services and consultants' services to be financed for the Community Sub-Projects in accordance with the provisions of Section III of the Schedule to the Project Agreement; (d) maintain procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the pertinent Community Sub-Project and the achievement of its objectives; (e) maintain a simplified financial management system and records in accordance with consistently applied accounting standards acceptable to the Bank for community driven initiatives; (f) enable the Project Implementing Entity, the Recipient and the Association to inspect the pertinent Community Sub-Project, its operation and any relevant records and documents; and (g) prepare and furnish to the Project Implementing Entity, the Recipient and the Association all such information as the Recipient, the Project Implementing Entity or the Association shall reasonably request relating to the foregoing.

#### F. Environmental and Social Safeguards

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

- (B) consulted upon adequately with people affected by the Project as per the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
- (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Subproject ESIA, and/or Subproject ESMP and/or Subproject RAP in a manner satisfactory to the Association;
- (c) all measures are taken to implement the Subproject RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:

Funds are made available to cover all the costs of implementing the RAPs.

- (i) Prior to carrying out activities which involve displacement, Affected Persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the Subproject RAPs, as applicable; and
- (ii) the implementation, monitoring and evaluation of such Subproject RAPs is completed and reported in a manner satisfactory to the Association.

The Recipient shall ensure that the Subprojects do not include any activities or expenditures on the negative list set forth in the ESMF.

2. Except as the Association shall otherwise agree in writing, the Recipient shall ensure, that none of the provisions of the Safeguard Instruments be abrogated, amended, repealed, suspended or waived. In case of any inconsistencies between the provisions of any of the Safeguard Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

#### G. Grievance Redress Mechanism

The Recipient shall, throughout Project implementation, maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association

#### H. Contingent Emergency Response

In order to ensure the proper implementation of Part 6 of the Project ("Contingent Emergency Response") ("CERC Part"), the Recipient shall take the following measures,

### 1. The Recipient shall:

- (a) not later than six (6) months after the Effective Date, prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (ii) financial management arrangements for the CERC Part; (iii) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (iv) documentation required for withdrawals of Emergency Expenditures; (v) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association's policies on the matter; and (vi) any other arrangements necessary to ensure proper implementation of the CERC Part;
- (b) afford the Association a reasonable opportunity to review said proposed operations manual;
- (c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association ("CERC Operations Manual");
- (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
- (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.
- 2. The Recipient shall not undertake activities under the CERC Part unless and until the following conditions have been met in respect of said activities:
  - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
  - (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such instruments, and the

Recipient has implemented any actions which are required to be taken under said instruments.

#### 3. Procurement of Emergency Expenditures under the CERC Part

Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for the CERC Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERC Operations Manual.

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

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.

### Section III. Withdrawal of the Proceeds of the Financing

#### A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, Works, non-consulting services, consultant's services, Training and Operating Costs for Parts 1, 2, 3 and 4 of the Project	7,400,000	100%
(2) Emergency Expenditures under Part 6 of the Project (i.e., CERC Part)	0	100%
TOTAL AMOUNT	7,400,000	

#### 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), for Emergency Expenditures under the CERC Part, unless the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said expenditures:
    - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part and an action plan in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
    - (ii) the Recipient has ensured that all safeguard instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.E of Schedule 2 to this Agreement;
    - (iii) the entities in charge of coordinating and implementing the CERC Part have adequate staff and resources, in accordance with the provisions of Section I.G of this Schedule 2 to this Agreement, for the purposes of said activities; and
    - (iv) the Recipient has adopted the CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain, or have been updated in accordance with the provisions of Section I.G of this Schedule 2, so as to be appropriate for the inclusion and implementation of said activities under the CERC Part.
- 2. The Closing Date is December 31, 2023.

### **SCHEDULE 3**

# **Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 1 and September 1:	
commencing September 1, 2030 to and including March 1, 2040	1%
commencing September 1, 2040 to and including March 1, 2060	2%

<sup>\*</sup> The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

#### APPENDIX

#### **Section I.** Definitions

- 1. "Annual Work Program" means the annual work program described in Part D of Schedule 2 to this Agreement, said program to be prepared by the Project Implementing Entity and submitted to the Association not later than November 30 in each calendar year during Project implementation including a program of activities proposed for inclusion in the Project during the following calendar year.
- 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. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "Community Investment Fund" means earmarked proceeds of the Credit for the financing of the Community Sub-projects, as further detailed in the Project Implementation Manual.
- 5. "Community Sub-Project" means a sub-project selected under Part 1(a) of the Project and to be carried out by the Project Implementing Entity in accordance with the selection criteria and procedures set forth in the Project Implementation Manual.
- 6. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster, including a sanitary alert or an epidemiological emergency in the public health sector.
- 7. "Environmental and Social Management Framework" or "ESMF" means the document dated March 1, 2016 and updated and disclosed on April 1, 2020 and thereafter adopted by the Project Implementing Entity, which: (i) sets out the modalities to be followed by the Project in assessing the potential adverse environmental and social impacts of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, *inter alia*, of sections dealing with environmental and social screening processes for the Project as well as for the preparation of Environmental and Social Management Plans, as published and available to the public on the website <a href="www.adds.di">www.adds.di</a>, as the same may be amended from time to time with the Association prior written approval.
- 8. "Environmental and Social Management Plan" or "ESMP" means the document to be adopted by the Project Implementing Entity in accordance with the

Environmental and Social Management Framework, which describes specific measures to ensure environmentally and socially appropriate economic benefits under the Project and avoid, minimize, mitigate or compensate for any potential adverse effects associated with activities to be implemented under the Project, including the Community Sub-Projects; as the same may be amended from time to time with the Association prior written approval.

- 9. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018, with the modifications set forth in Section II of this Appendix.
- 10. "Horn of Africa" means a sub-region of Eastern Africa that includes eight countries, i.e. Republic of Djibouti, State of Eritrea, Federal Democratic Republic of Ethiopia, Republic of Kenya, Federal Republic of Somalia, Republic of South Sudan, Republic of Sudan, and Republic of Uganda.
- 11. "IGAD" means the Intergovernmental Authority on Development responsible for the implementation of Part 5 of the Project.
- 12. "Manual on Small Earth Dams" means the document dated March 12, 2016, updated and disclosed on April 1, 2020, and thereafter adopted by the Project Implementing Entity, which: (i) sets out the modalities to be followed by said Project Implementing Entity in assessing the potential adverse impacts related to small earth dams constructed or rehabilitated under the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, inter alia, of sections dealing with social screening processes for said small earth dams constructed or rehabilitated under the Project as well as for the preparation of necessary plans, as published and available to the public on the website <a href="https://www.adds.dj">www.adds.dj</a>, as the same may be amended from time to time with the Association prior written approval.
- 13. "National Steering Committee" means a committee established and operating under the Recipient's *Circulaire* No 591/MEFI dated August 31, 2015 in charge of overall supervision and oversight for Project activities at the national level, as further described in the Project Implementation Manual.
- 14. "Original Financing Agreement" means the financing agreement for the Original Project dated June 6, 2016, as amended to the date of this Agreement (Credit No. 5833-DJ).
- 15. "Original Project" means the Development Response to Displacement Impacts Project in the Horn of Africa between the Recipient and the Association, described in Schedule 1 to the Original Financing Agreement, as amended.

- 16. "Operating Costs" means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances; (vii) travel and per diem costs for technical staff carrying out supervisory and quality control activities; (viii) bank fees and miscellaneous; and (ix) salaries of support staff for the Project, but excluding salaries of the Recipient's civil servants.
- 17. "Participating Countries" means the following three countries: the Republic of Djibouti, the Federal Democratic Republic of Ethiopia, and the Republic of Uganda, which participate in the Development Response to Displacement Impacts Project in the Horn of Africa with the financing provided by the Association pursuant to the Financing Agreements with each respective Participating Country.; Participating Country means any one of the three Participating Countries.
- 18. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
- 19. "Project Implementing Entity" means *Agence Djiboutienne de Développement Social*, the Recipient's Social Development Agency, established pursuant to the Project Implementing Entity's Legislation, or any successor thereto.
- 20. "Project Implementing Entity's Legislation" means the Recipient's Law No. 211/AN/07/5ème L creating *Agence Djiboutienne de Développement Social* dated December 27, 2007, published in the Recipient's Official Gazette No. 24 dated December 31, 2007, and the Recipient's Decree No. 2008-0026/PR regarding the special status of *Agence Djiboutienne de Développement Social* dated January 20, 2008, published in the Recipient's Official Gazette No. 2 dated January 31, 2008.
- 21. "Project Implementation Manual" means the manual dated September 2017 adopted by the Project Implementing Entity, governingthe implementation of the Project at the national level, including, inter alia: (i) the terms of reference, functions and responsibilities for the members or the personnel of the Project Implementation Team; (ii) the rules and procedures for procurement of goods, works, non-consulting services, consultants' services, Operational Costs, and Training, as well as for financial management and audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project at the national level; (iv) the flow and disbursement arrangements of Project funds; (v) the criteria, detailed rules and procedures for the selection of the Community Sub-Projects; and (vi) the grievance mechanisms; as said manual may be amended from time to time with the Association's prior approval.

- 22. "Project Implementation Team" means a team within the administrative structure of the Project Implementing Entity, established to run the day-to-day management of the Project.
- 23. "Project Regional Steering Committee" means the regional steering committee for the Project, established and operating under the aegis of IGAD with representatives from all the Participating Countries, in charge of providing overall guidance and oversight for the Project at the regional level.
- 24. "Regional Councils" means the Regional Council of Obock and the Regional Council of Ali-Sabieh, local governing bodies designated to interface for community engagements.
- 25. "Resettlement Action Plan" or "RAP" means any document to be adopted by the Project Implementing Entity which outlines general implementation procedures, mitigation measures and monitoring procedures for social purposes under the Project, as said plan may be amended from time to time with the Association's prior written approval.
- 26. "Resettlement Policy Framework" or "RPF" means the document dated March 1, 2016 updated and disclosed April 1, 2020 and thereafter adopted by the Project Implementing Entity on, which: (i) sets out the modalities to be followed by the Project Implementing Entity in assessing the potential adverse social impacts related to involuntary resettlement of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, *inter alia*, of sections dealing with social screening processes for the Project as well as for the preparation of resettlement plans, as published and available to the public on the website <a href="www.adds.dj">www.adds.dj</a>, as the same may be amended from time to time with the Association prior written approval.
- 27. "Safeguard Documents" means collectively the Environmental and Social Management Framework, the Resettlement Policy Framework, and the Manual on Small Earth Dams as well as any subsequent plans or evaluations (such as Environmental and Social Management Plans and Resettlement Action Plans) that may be prepared in accordance with said Environmental Social Management Framework, Resettlement Policy Framework and Manual on Small Earth Dams during Project implementation.
- 28. "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.
- 29. "Solidarity Group" means a group of private entities, cooperatives, associations or individuals established in the Recipient's territory, which will benefit from a

- Livelihood Sub-Project to be implemented under Part 3(a) of the Project, as further detailed in the Project Implementation Manual.
- 30. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.
- 31. "Targeted Areas" means the following regions: (i) Ali Sabieh Region (Ali Adde and Holl Holl); and (ii) Obock Region (Obock Town and surrounding area).
- 32. "Target Community" means a community in the Recipient's rural or urban areas, which will benefit from a Sub-Project to be implemented by the Project Implementing Entity under Part 1(a) of the Project, as further detailed in the Project Implementation Manual.
- 33. "Training" means the training of persons involved in Project-supported activities, based on the Annual Work Program approved by the Association, including scholarships, seminars, workshops, and study tours, and costs associated with such activity including 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.