

**CONFORMED**

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**CREDIT NUMBER 4937-BJ**

# **Financing Agreement**

**(Emergency Urban Environment Project)**

**between**

**REPUBLIC OF BENIN**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated June 7, 2011**

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**FINANCING AGREEMENT**

AGREEMENT dated June 7, 2011, entered into between the REPUBLIC OF BENIN (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). 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) 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 General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit up to an amount equivalent to thirty one million six hundred thousand Special Drawing Rights (SDR 31,600,000) (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 IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are April 15 and October 15 in each year.

- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Euro.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the MoU in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) Each Delegated Contract Management Agreement has been executed and delivered by the parties thereto and all conditions precedent to its effectiveness (other than the effectiveness of this Agreement) have been fulfilled;
  - (b) the Recipient has adopted the Project Implementation Manual;
  - (c) the Recipient has created: (i) the Steering Committee; and (ii) the Project Management Unit; and
  - (d) each Memorandum of Understanding has been executed and delivered by the parties thereto and all conditions precedent to its effectiveness (other than the effectiveness of this Agreement) have been fulfilled.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of this Agreement.
- 4.03. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

5.01. The Recipient's Representative is its minister responsible for finance.

5.02. The Recipient's Address is:

*Ministère de l'Economie et des Finances*  
B.P. 302  
Cotonou  
Republic of Benin

Cable address:	Telex:	Facsimile:
MINFINANCES Cotonou	5009 MINFIN or 5289 CAA	+229-21-30-18-51 +229-21-31-53-56

5.03. The Association's Address is:

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

AGREED at Cotonou, Benin, as of the day and year first above written.

REPUBLIC OF BENIN

By //s// Idriss L. Daouda

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By//s// Olivier Fremont

Authorized Representative

## **SCHEDULE 1**

### **Project Description**

The objectives of the Project are to (i) improve infrastructure and mitigate the negative environmental impact of floods in the Cotonou Agglomeration, and (ii) increase the Recipient's level of preparedness for future flooding.

The Project consists of the following parts:

#### **Part A. Drainage improvement and rehabilitation.**

Carrying out a program of activities aimed at rehabilitating and improving selected drainage networks in targeted areas of the Cotonou Agglomeration; such program of rehabilitation and improvements include calibrating, grading and expanding drains and channels, and rehabilitating a bridge.

#### **Part B. Municipal solid waste management.**

Carrying out a program of activities in targeted areas in the Recipient's territory aimed at improving the collection, transport and disposal of municipal solid wastes; such program includes:

- (i) strengthening the institutional and regulatory framework for municipal solid waste management, including through capacity building of the MoE, and support and capacity building to selected municipalities and non-governmental organizations involved in pre-collection of municipal wastes in such municipalities;
- (ii) construction of municipal solid waste collection points and transfer stations in selected municipalities;
- (iii) construction of a controlled dumpsite at a selected site;
- (iv) construction of an additional cell at an existing and identified landfill site; and
- (v) rehabilitation of the access road leading to an existing and identified landfill site.

#### **Part C. Improved wastewater management and sanitation.**

Carrying out a program of activities aimed at developing an appropriate institutional and regulatory framework for the effective and sustainable management of municipal wastewater in the Recipient's territory; such program includes:

- (i) capacity building and provision of technical assistance for developing appropriate norms, standards, guidelines and regulations;
- (ii) provision of technical assistance for the preparation of urban wastewater master plans for the Cotonou Agglomeration and the Recipient's city of Porto-Novo; and
- (iii) support to pilot projects for the construction, rehabilitation and/or refurbishment of small-scale decentralized sanitary drainage and wastewater treatment systems in the Recipient's city of Cotonou.

**Part D. Flooding and disaster risk preparedness and management.**

Carrying out a program of activities aimed at increasing the level of preparedness in the Recipient's territory for addressing future flooding and to strengthen the capacity of selected institutions involved in flood and disaster risk management; such program includes:

- (i) supporting the establishment of a flood early warning system in targeted areas and strengthening the Recipient's coordination capacity at the national level;
- (ii) supporting information dissemination and awareness raising campaigns on floods;
- (iii) strengthening the institutional capacity of selected institutions and other selected principal actors on management of crisis and risks associated with flooding by integrating the prevention of flood risk in urban planning; and
- (iv) supporting the establishment of operational contingency plans in selected vulnerable communes in the Recipient's territory.

**Part E. Project management.**

Supporting the overall management of the Project, including the development and operationalization of a monitoring and evaluation system as well as supporting the Project's fiduciary capacity (environmental and social safeguards, procurement and financial management, technical and financial audits).

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

- (1) The MoU shall be responsible for the overall supervision of the Project.
- (2) Inter-ministerial Steering Committee.
  - (a) The Recipient shall establish and thereafter maintain an inter-ministerial steering committee (the “Steering Committee”) with functions and resources satisfactory to the Association.
  - (b) Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be responsible for, *inter alia*, overall guidance and review of Project implementation progress and will support the MoU in the coordination among other ministries, municipal authorities, and agencies involved with Project implementation.
  - (c) Without limitation to the provisions of paragraph (a) above, the Steering Committee shall be headed by the minister of the MoU and include representatives from the MoE, ministries in charge of water and energy; interior; development; finance; decentralization; and health, as well as representatives from the participating municipalities.
- (3) Project Management Unit.
  - (a) The Recipient shall establish and thereafter maintain a Project management unit (“Project Management Unit” or “PMU”), throughout the implementation of the Project, with staff, functions and resources satisfactory to the Association.
  - (b) Without limitation to the provisions of paragraph (a) above, the PMU shall be responsible for, *inter alia*, (i) acting as technical secretariat for the Steering Committee (e.g., analyze the Project activity reports and summarize recommendations coming from financing institutions) and (ii) overall Project implementation coordination by: (1) monitoring and evaluating the work



performed by the Delegated Contract Managers; (2) preparing consolidated technical and financial Project reports; and (3) ensuring that the lessons and skills derived from Project implementation are disseminated to the MoU and MoE.

- (c) Without limitation to the provisions of paragraph (a) above, the PMU shall be headed by a Project coordinator, who shall be assisted by a team comprised of, *inter alia*, (i) a civil works specialist; (ii) a monitoring and evaluation specialist; and (iii) a studies specialist; and the Recipient shall, no later than three (3) months after the Effective Date, recruit for the PMU (x) an environment and social safeguards specialist and (y) a flood and disaster risk management specialist, each in accordance with the provisions of Section III of this Schedule 2 to this Agreement.

(4) Municipalities and Relevant Ministries.

To ensure ownership among the Recipient's relevant municipalities and ministries and successful implementation of the Project, the Recipient shall:

- (A) ensure that a memorandum of understanding (*protocole d'accord*) is executed between each of (i) the MoU and the MoE; (ii) the MoU and the Recipient's Ministry of Energy and Water; (iii) the MoU and the Recipient's City of Cotonou; (iv) the MoU and the Recipient's Municipality of Abomey-Calavi; (v) the MoU and the Recipient's Municipality of Seme-Podji; (vi) the MoU and the Recipient's City of Porto-Novo; and (vii) the MoU and the Recipient's municipality of Ouidah (each a "Memorandum of Understanding", and together the "Memoranda of Understanding"), and
- (B) thereafter maintain these Memoranda of Understandings for the duration of the Project.

**B. Delegated Contract Management**

- 1. To facilitate the implementation of the Project, the Recipient shall enter into, and thereafter maintain throughout the implementation of the Project, the following agreements:
  - (a) the Recipient shall enter into a delegated contract management agreement (the "Service Operator Agreement") in form and substance satisfactory to the Association with a service operator (the "Service Operator") selected in accordance with Section III of Schedule 2 to this Agreement, pursuant to which the Service Operator shall be responsible for, *inter alia*, the implementation of Parts B(i), D and E of the Project, including the fiduciary

and technical management thereof (Project financial management, procurement); and

- (b) the Recipient shall enter into a delegated contract management agreement (the “Technical Operator Agreement”) in form and substance satisfactory to the Association with a technical operator (the “Technical Operator”) selected in accordance with Section III of Schedule 2 to this Agreement, pursuant to which the Technical Operator shall be responsible for, *inter alia*, the implementation of Parts A, B(ii), B(iii), B(iv), B(v) and C of the Project, including the fiduciary and technical management thereof (Project financial management, procurement).

2. The Technical Operator Agreement and the Service Operator Agreement (collectively referred to as the “Delegated Contract Management Agreements”) shall each include the following provisions:

- (a) the obligation of the Technical Operator and the Service Operator, respectively, to:
  - (i) carry out its activities under the Delegated Contract Management Agreement to which it is a party with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient and in accordance with the relevant provisions of the PIM;
  - (ii) maintain policies and procedures, which are adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the activities carried out under the Delegated Contract Management Agreement to which it is a party;
  - (iii) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to activities carried out under the Delegated Contract Management Agreement to which it is a party; and
  - (iv) to appoint, no later than four (4) months after the Effective Date, an external auditor in accordance with the provisions of Section III of this Schedule 2 to this Agreement.
- (b) the right of the Recipient and the Association to:

- (i) request an audit of the financial statements of the activities carried out under the relevant Delegated Contract Management Agreement by independent auditors acceptable to the Association in accordance with consistently applied auditing standards acceptable to the Association and the prompt transmission of the financial statements as so audited to the Recipient and the Association;
  - (ii) inspect the activities carried out under the relevant Delegated Contract Management Agreement, and any relevant records and documents; and
  - (iii) obtain all such information as the Recipient or the Association shall reasonably request relating to the foregoing to be prepared and furnished to the Recipient and the Association.
- 3. The Recipient shall exercise its rights under each Delegated Contract Management 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 any Delegated Contract Management Agreement or any of its provisions.

**C. Anti-Corruption**

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

**D. Project Implementation Manual**

- 1. The Recipient shall adopt and thereafter implement the Project in accordance with the Project Implementation Manual; provided, however, that, in the event of any conflict between the provisions of the PIM and those of this Agreement, this Agreement shall prevail.
- 2. Except as the Association shall otherwise agree, the Recipient shall not amend, waive or otherwise modify the PIM (or any provision thereof) if, in the opinion of the Association, such amendment, waiver or other modification may materially and adversely affect the implementation of the Project.

**E. Safeguards**

- 1. The Recipient shall:
  - (i) no later than six (6) months after the Effective Date, adopt and publicly disclose the ESMF and RPF; and

- (ii) prior to commencing any activities under Parts A, B(ii), B(iii), B(iv), B(v) and C(iii) of the Project (including commencing any procurement processes relating thereto) adopt and publicly disclose the relevant Safeguard Document and thereafter implement the Project in accordance with the guidelines, procedures, timetables and other specifications set forth therein.
- 2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association, in accordance with Section II of this Schedule 2 to this Agreement, reports on the status of compliance with the Safeguard Documents, giving details of:
  - (a) measures taken in furtherance of the Safeguard Documents;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and
  - (c) remedial measures taken or required to be taken to address such conditions.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

- 1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the PIM. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

**B. Financial Management, Financial Reports and Audits**

- 1. The Recipient shall maintain a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
- 2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of the Project Report, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
- 3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General 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 Association not later than six months after the end of such period.

4. The Recipient shall, and shall cause each of the Technical Operator and the Service Operator, to appoint, no later than four (4) months after the Effective Date, an external auditor in accordance with the provisions of Section III of this Schedule 2 to this Agreement.

### **Section III. Procurement**

#### **A. General**

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association 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, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

<b><u>Procurement Method</u></b>
(a) National Competitive Bidding;
(b) Limited International Bidding;
(c) Shopping;
(d) Direct Contracting; and
(e) Community Participation in Procurement

**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 table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<b><u>Procurement Method</u></b>
(a) Least Cost Selection;
(b) Selection based on Consultants' Qualifications;
(c) Selection of Individual Consultants; and
(d) Single-source Selection.

**D. Review by the Association of Procurement Decisions**

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

**Section IV. Withdrawal of the Proceeds of the Financing**

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional

instructions as the Association shall 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 Association 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 Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Works for the Project	19,700,000	100%
(2) Goods, non-consulting services, consultants’ services, Operating Costs and Training for the Project	11,900,000	100%
<b>TOTAL AMOUNT</b>	<b>31,600,000</b>	

**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; or
  - (b) under Category (1), until the Association has received evidence satisfactory to it that each of the ESMF and the RFP (and any other Safeguard Document that may be relevant at such time) has been adopted and publicly disclosed by the Recipient, all in form and substance acceptable to the Association.
2. The Closing Date is December 31, 2015.

### SCHEDULE 3

#### Repayment Schedule

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each April 15 and October 15:	
commencing October 15, 2021 to and including April 15, 2031	1%
commencing October 15, 2031 to and including April 15, 2051	2%

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



## APPENDIX

### Section I. Definitions

1. “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 and revised in January 2011.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.
4. “Cotonou Agglomeration” means the Recipient’s city of Cotonou as well as its neighboring municipalities of Abomey-Calavi and Seme-Podji (and such other area as the Association may agree from time to time.)
5. “Delegated Contract Management Agreement” has the meaning given to such term in Section I.B.2 of Schedule 2 to this Agreement.
6. “Displaced Persons” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in (i) relocation or loss of shelter, (ii) loss of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
7. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s environmental and social management framework document to be adopted and disclosed by the Recipient detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels, and (b) the actions needed to implement these measures, including monitoring and institution strengthening.
8. “Environmental and Social Management Plan” or “EMP” means the Recipient’s document prepared and disclosed in accordance with the Environmental and Social Management Framework with respect to the Project, that details: (i) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels, and (ii) the actions needed to implement these measures.

9. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
10. “Memorandum of Understanding” has the meaning given to such term in Section I.A(4) of Schedule 2 to this Agreement.
11. “Ministry of Environment and Nature Protection” or “MoE” means the Recipient’s ministry in charge of, among others, the environment.
12. “Ministry of Urbanism, Habitation, Land Reform and Coastal Erosion Protection” or “MoU” means the Recipient’s ministry in charge of, among others, urban development.
13. “Operating Costs” means the reasonable incremental operating expenses, based on annual budgets approved by the Association, incurred on account of operation and maintenance costs arising from or related to the implementation of the Project, including costs related to office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, *per diem*, but excluding the salaries and indemnities of officials and public servants of the Recipient’s civil service.
14. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.
15. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 5, 2011 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
16. “Project Implementation Manual” means a manual, in form and substance acceptable to the Association, to be adopted by the Recipient for the Project containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, and such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
17. “Project Management Unit” or “PMU” has the meaning given to such term in Section I.A(3)(a) of Schedule 2 to the Agreement.
18. “Resettlement Action Plan” or “RAP” means the Recipient’s document prepared and disclosed in accordance with the Resettlement Policy Framework with respect to the Project, which, *inter alia*, (i) contains a census survey of Displaced Persons and valuation of assets, (ii) describes compensation and other resettlement

assistance to be provided, consultation to be conducted with Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation, and (iii) contains a timetable and budget for the implementation of such measures.

19. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework document to be adopted and disclosed by the Recipient containing guidelines, procedures, timetables and other specifications for the provision of compensation, rehabilitation and resettlement assistance to Displaced Persons, as amended from time to time with the prior written consent of the Association.
20. “Safeguard Documents” means collectively or individually the Environmental and Social Management Framework, the Resettlement Policy Framework as well as the Environmental and Social Management Plans and the Resettlement Action Plans prepared in connection with the Project, if any.
21. “Service Operator” has the meaning given to such term in Section I.B.1(a) of Schedule 2 to this Agreement.
22. “Technical Operator Agreement” means the delegated contract management agreement (*Conventions de Maitrise d’ouvrage Délégués*) entered into between the Service Operator and the Recipient pursuant to Section I.B.1(a) of Schedule 2 to this Agreement.
23. “Steering Committee” has the meaning given to such term in Section I.A(2)(a) of Schedule 2 to the Agreement.
24. “Technical Operator” has the meaning given to such term in Section I.B.1(b) of Schedule 2 to this Agreement.
25. “Technical Operator Agreement” means the delegated contract management agreement (*Conventions de Maitrise d’ouvrage Délégués*) entered into between the Technical Operator and the Recipient pursuant to Section I.B.1(b) of Schedule 2 to this Agreement.
26. “Training” means the reasonable costs of training under the Project, based on the annual work plans and budgets approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.