

Public Disclosure Authorized

CONFORMED COPY

GRANT NUMBER H489-TG

Financing Agreement

(Emergency Infrastructure Rehabilitation and Energy Project)

between

REPUBLIC OF TOGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 29, 2009

GRANT NUMBER H489-TG

FINANCING AGREEMENT

AGREEMENT dated June 29, 2009, entered into between REPUBLIC OF TOGO (“Recipient”) and 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 grant in an amount equivalent to sixteen million eight hundred thousand Special Drawing Rights (SDR 16,800,000) (“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 Payment Dates are June 15 and December 15 in each year.
- 2.06. 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 MUDH 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 carry out the Project 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) The Recipient has engaged the services of the Delegated Contract Manager for the Project in accordance with the provisions of Section I. B of Schedule 2 to this Agreement.
 - (b) The GEF Grant Agreement has been executed and delivered on behalf of the Recipient, and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
 - (c) The Recipient has adopted the Project Implementation Manual in form and substance satisfactory to the Association.
- 4.02. The Additional Legal Matter consists of the following, namely that the Delegated Management Contract has been duly authorized or ratified by the Recipient and the Delegated Contract Manager and is legally binding upon the Recipient and the Delegated Contract Manager in accordance with their terms.
- 4.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.04. 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 the Recipient's Minister responsible for finance.

5.02. The Recipient's Address is:

Ministère de l'Economie et des Finances
Immeuble CASEF
B.P. 387
Lomé, Togo

Facsimile:

228-221-09-05

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 Lomé, Togo, as of the day and year first above written.

REPUBLIC OF TOGO

By /s/ Adji Otèth Ayassor

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Joseph Baah-Dwomoh

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to increase access to infrastructure and urban services in Lomé.

The Project consists of the following parts:

Part A: Infrastructure Rehabilitation

Carrying out of Annual Work Plans of works, and provision of goods required for the purpose of:

1. Drainage rehabilitation in selected poor neighborhoods of Lomé, through: (a) cleaning of approximately forty two kilometers (42 km) of existing canals throughout the city of Lomé; (b) rehabilitation and extension of approximately eight kilometers (8 km) of unsound drainage networks, resurfacing of drains and construction of new culverts along major roads, using mostly labor-intensive works methods; (c) rehabilitation of shoulders and side ditches of the secondary drainage network that drains into the lagoons of Lomé; and (d) construction of four (4) storm water retention ponds, including their fencing and the equipment of one of them with a pumping station.
2. Rehabilitation of approximately five kilometers (5 km) of primary and secondary roads in Lomé to increase access to isolated areas of the city, including Adakpame, Adidogome, Totsi, Adidoade, and Zorro Bar neighborhoods through: (a) reshaping and reinforcing of base structures, re-gravelling and paving of roads, and rehabilitating drainage and crossing structures along those roads; and (b) construction of a bridge to widen the existing road and ease traffic flow.
3. Increasing access to and improve the quality of water services for residents in poor peri-urban neighborhoods of Lomé, not serviced by TdE, through: (a) drilling and equipping fifteen (15) solar-powered production boreholes; (b) connecting selected neighborhoods of Lomé to boreholes distribution in the form of mini-water supply systems, and (c) installing sixty (60) water kiosks (“*kiosques à eau*”) and standpipes.

4. (a) Rehabilitation of the electric distribution network of Lomé through:
(a) rehabilitation of twenty (20) medium voltage (MV) or low voltage (LV) transformers, including the replacement of selected small transformers by higher capacity transformers;
(ii) rehabilitation of the network distribution, including the execution of new MV substations and the reconstruction of selected LV substations to support acceptable capacity levels; and (iii) installation of fault passage indicators on the electric distribution network.

(b) Improving the energy efficiency of the electric distribution system through:
(i) installation of at least 400,000 Compact Fluorescent Lamps (CFLs) replacing incandescent light bulbs in use; (ii) carrying out of public information and awareness campaigns to promote a culture of energy efficiency; and (iii) implementation of a normative framework and quality control system in the national market of CFL distribution.

Part B: Institutional Strengthening

1. Carrying out of the following capacity building and institutional strengthening programs, including the provision of goods required for the purpose:

(a) a program to build capacity in terms of equipment and logistics for the entities involved in the implementation of the Project;

(b) a program to strengthen the supervision, monitoring, evaluation and communication skills and functions of the Technical Secretariat with regard to the implementation of the Project; and

(c) a program to provide capacity building activities to the staff of the entities involved in the implementation of the Project in financial management, procurement, monitoring and evaluation, environmental and social safeguards.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. (a) The MUDH shall be responsible for: (i) coordinating and facilitating the day-to-day implementation of the Project; (ii) validating the Annual Work Plans of the Delegated Contract Manager; (iii) review of the progress reports prepared by the TS and the Delegated Contract Manager; (iv) furnishing to the Association Project implementation progress reports; and (v) following-up on the policy guidance and recommendations of the ISC.

(b) For the purposes of carrying out the tasks listed under paragraph (a) above, the Recipient shall maintain throughout the implementation of the Project, the TS within the MUDH, which shall operate in accordance with the terms of the TS *Arrêté* and with functions and resources satisfactory to the Association, including a project coordinator, an internal auditor, a monitoring and evaluation specialist, a communication specialist, a procurement specialist, all with qualifications, experience, and terms of reference satisfactory to the Association. The Recipient shall not amend, suspend or waive any provision of the TS *Arrêté* without the prior written approval of the Association.
2. The Recipient shall maintain, throughout the implementation of the Project, the ISC which shall be responsible for: (a) overall coordination and supervision of the Project at the national level, and (b) provision of recommendations and policy guidance with regard to the implementation of the Project. The ISC shall operate in accordance with the terms of the ISC *Arrêté* and with functions and resources satisfactory to the Association, and shall meet at least twice a year throughout the implementation of the Project. The Recipient shall not amend, suspend or waive any provision of the ISC *Arrêté* without the prior written approval of the Association.

B. Delegated Contract Manager

1. To facilitate the carrying out of the Project, the Recipient shall engage the services of a Delegated Contract Manager in accordance with the provisions of Section III of this Schedule under a delegated management contract pursuant to which the Recipient shall delegate to the Delegated Contract Manager certain Project implementation responsibilities including procurement on behalf of the Recipient of the goods, works and services required for the Project and financial management of the Project, in accordance with Sections I.C, I.D, I.E and I.F, Section II, Section III and Section IV of this Annex.
2. The Recipient shall exercise its rights under the Delegated Management Contract in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive the Delegated Management Contract or any of its provisions.

C. Annual Work Plans

1. The Recipient shall prepare, under terms of reference acceptable to the Association, and furnish to the Association not later than November 15 in each calendar year, a plan of activities proposed for inclusion in the Project during the following calendar year, together with a budget for such activities and a timetable for their implementation.
2. The Recipient shall exchange views with the Association on such proposed plan, and shall thereafter adopt, and carry out such plan for such following calendar year as shall have been approved by the Association.
3. Only each such annual work plan of activities as shall have been approved by the Association shall be eligible for inclusion in the Project and financing out of the proceeds of the Financing.

D. Anti-Corruption

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

E. Manual

1. Except as the Association shall otherwise agree, the Recipient shall: (a) carry out, the Project in accordance with the Project Implementation Manual; and (b) not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, without the prior written agreement of the Association.
2. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

F. Safeguards

1. The Recipient shall, prior to commencing any activities under Part A of the Project:
 - (a) prepare:
 - (i) an environmental and social management framework (ESMF) under terms of reference satisfactory to the Association, setting out the principles, policies and procedures for the assessment of the potential environmental and social risks and impacts of the Project in its area of influence, and measures to reduce, mitigate or offset adverse environmental impacts and enhance positive impacts of the Project, including public consultation with affected groups and institutional arrangements for the implementation, monitoring and supervision of said measures; and
 - (ii) a resettlement policy framework (RPF) under terms of reference satisfactory to the Association: (A) setting out the principles, policies and procedures for the preparation, should the avoidance of involuntary resettlement of persons under the Project be infeasible, of resettlement plans (1) conceived and executed as a sustainable development program, (2) providing mechanisms and sufficient resources to enable those displaced by the Project to share in the Project's benefits, to be meaningfully consulted, and given opportunities to participate in planning and implementing such program, and assistance in their efforts to improve their livelihoods and standards of living, or at least to restore them, in real terms, to pre-displacement levels or levels prevailing prior to the beginning of implementation of the Project (whichever is higher); and (B) describing the institutional arrangements for the implementation, monitoring and supervision of said measures; and

- (b) furnish to the Association the frameworks mentioned in paragraph (a) above, and afford it a reasonable opportunity to exchange views with the Recipient on such frameworks; and thereafter publicly disclose and adopt such frameworks as shall have been approved by the Association.
2. Following the approval by the Association of the ESMF and the RPF, the Recipient shall ensure that Part A of the Project is implemented in accordance with the provisions of the ESMF, and RPF, and, except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, any provision of the aforementioned. To this end, if any activity proposed to be included in an Annual Work Plan under the Project would, pursuant to the ESMF, require the adoption of an Environmental Management Plan (EMP) and/or, pursuant to the RPF, a Resettlement Plan (RP), the Recipient shall, prior to commencing any such activity: (i) prepare a proposed EMP and/or RP (as the case may be) for such activity in accordance with the ESMF and/or RPF (as the case may be) and furnish the same to the Association along with such proposed Annual Work Plan, for the Association's review and approval; and (ii) thereafter, implement such activities as shall have been approved by the Association under such Annual Work Plan, in accordance with such EMP or RP (as the case may be) as shall have been approved by the Association.
 3. If any activity proposed to be included in an Annual Work Plan under the Project would, pursuant to the ESMF, require the preparation and adoption of an Environmental Management Plan (EMP) and/or, pursuant to the RPF, a Resettlement Plan (RP), the Recipient shall, prior to commencing any such activity: (i) prepare a proposed ESIA, EMP and/or RP (as the case may be) for such activity in accordance with the ESMF and/or RPF (as the case may be) and furnish the same to the Association along with such proposed Annual Work Plan, for the Association's review and approval; and (ii) thereafter, implement such activities as shall have been approved by the Association under such Annual Work Plan, in accordance with such ESIA, EMP and/or RP (as the case may be) as shall have been approved by the Association.
 4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall prepare under terms of reference acceptable to the Association and furnish to the Association, quarterly reports on the status of compliance with the ESMF, RPF, ESIA, EMPs, and RPs, if any, and give details of: (a) measures taken in furtherance of such ESMF, RPF, ESIA, EMPs, and RPs, if any, (b) conditions, if any, which interfere or threaten to interfere with the implementation of such ESMF, RPF, ESIA, EMPs, and RPs, if any, and (c) remedial measures taken or required to be taken to address such conditions.

5. In the event of any conflict between the provisions of the ESMF, or the RPF, or ESIAAs, or EMPs or RPs, if any, and those of this Agreement, the provisions of this Agreement shall prevail.
6. The Recipient shall ensure that all legal and administrative urban planning and environmental permits and authorizations necessary to carry out Part A of the Project are secured in a timely manner and with due diligence in compliance with the laws of the Recipient.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall:
 - (a) 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 set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association 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) Additional population protected against periodic flooding.
 - (ii) Additional population with access to year-round passable roads.
 - (iii) Additional population with access to potable water.
 - (iv) Additional households and businesses with access to reliable electricity.

2. Without limitation on the provisions of paragraph 1 of this Section II.A, the Recipient shall:

(a) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about December 15, 2011, a consolidated mid-term report integrating the results of the monitoring and evaluation activities performed pursuant to said paragraph 1, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and

(b) review with the Association, by February 28, 2012 or such later date as the Association shall request, the report referred to in sub-paragraph (a) of this paragraph, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained 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, not later than forty five (45) days after the end of each calendar quarter, 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 and those of the Delegated Contract Manager 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 Y. 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, not later than three (3) months following the Effectiveness Deadline, employ independent auditors in accordance with the provisions of Section III of this Schedule under terms of reference and with qualifications and experience satisfactory to the Association for the purpose of carrying out the activities set forth under this Section.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works 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 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 and National Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International and National Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
<i>(a) National Competitive Bidding</i>
<i>(b) Shopping</i>

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.

Procurement Method
<i>(a) Single Source Selection</i>
<i>(b) Least Cost Selection</i>
<i>(c) Consultants’ Qualifications</i>
<i>(d) Individual Consultants</i>

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:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, consultants’ services, including, Training for Parts A.1, A.2 and A.3 of the Project	14,100,000	100%
(2) Goods, Consultants’ services, Training and Operating Costs for Part B of the Project	2,700,000	100%
TOTAL AMOUNT	16,800,000	

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, except that withdrawals up to an aggregate amount not to exceed \$1,000,000 equivalent may be made for payments made prior to this date but on or after October 1, 2008, for Eligible Expenditures; or
 - (b) under Category (1) unless the Recipient has provided evidence satisfactory to the Association that the ESMF and RPF have been disclosed and adopted pursuant to Section I. F of this Schedule, in form and substance satisfactory to the Association.
2. The Closing Date is December 31, 2013.

APPENDIX**Section I. Definitions**

1. “Annual Work Plan” means each annual work plan approved by the Association under Section I.C of Schedule 2 to this Agreement for inclusion in the Project.
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. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “*Compagnie Energie Electrique du Togo*” or “CEET” means the public utility established in accordance with the Recipient’s Decree No. 2006-013/PR dated February 22, 2006 and operating under the laws of the Recipient, and in charge of the distribution of electricity in the Recipient’s territory.
5. “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.
6. “Delegated Contract Manager” means the entity referred to in Section I.B of Schedule 2 to this Agreement.
7. “Delegated Management Contract” means the contract (“*Convention de Maîtrise d’Ouvrage*”) between the Recipient, represented by the MUDH, and the Delegated Contract Manager, referred to in Section 4.01(a) of the Agreement and Section I.B of Schedule 2 to this Agreement as such contract may be amended from time to time, and such term includes all schedules to the Delegated Management Contract. The Municipality of Lomé, CEET, DGEA and TdE will sign the annexes of the Delegated Management Contract related to technical assistance.
8. “DGEA” means the Recipient’s Department of Hydraulics and Sanitation.

9. “Displaced Person” means any 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.
10. “Environmental Management Plan” or “EMP” means an environmental management plan required pursuant to the ESMF for an activity proposed to be included in an Annual Work Plan under the Project, which is acceptable to the Association, giving details of measures appropriate or required to maximize the benefits of such activity, eliminate, offset or mitigate any adverse environmental impacts of such activity, or reduce such impacts to acceptable levels, together with budget and costs estimates, 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, and referred to in Section I.F of Schedule 2 to this Agreement and “EMPs” means all of them collectively.
11. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s framework to be developed, disclosed and adopted in accordance with the provisions of Section I.F.1(a)(i) of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written approval of the Association.
12. “Environmental and Social Impact Assessment” or “ESIA” means an environmental and social impact assessment of a particular activity proposed to be included in an Annual Work Plan under the Project, required pursuant to the ESMF, which is acceptable to the Association, giving details of the status of the natural and social environment, and potential risks and adverse impacts thereto, which are specific to the activity, along with proposed mitigation measures, and referred to in Section I.F of Schedule 2 to this Agreement and “ESIAs” means all of them collectively.
13. “Fiscal Year” means the period between January 1 and December 31.

14. “GEF Grant Agreement” means the grant agreement for the Project between the Recipient and the International Bank for Reconstruction and Development, acting as an Implementing Agency of the Global Environment Facility, dated the same date as this Agreement, as such grant agreement may be amended from time to time. “GEF Grant Agreement” includes all appendices, schedules and agreements supplemental to the GEF Grant Agreement.
15. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).
16. “Inter-ministerial Steering Committee” or “ISC” means the Recipient’s committee established pursuant to the ISC Decret referred to in paragraph 2 of Section I.A of Schedule 2 to this Agreement.
17. “ISC *Arrêté*” means the Recipient’s regulation No. 00196/MUH dated May 4, 2009 establishing the ISC.
18. “MUDH” means the Recipient’s Ministry of Urban Development and Housing, and any successor thereto.
19. “Municipality of Lomé” means *Municipalité de Lomé*, created on November 20, 1936 pursuant to the French Decree dated November 6, 1929 regarding the administrative territorial organization of the Recipient.
20. “Operating Costs” means the incremental expenses, included in the Annual Work Plans, and incurred by the Recipient on account of Project implementation, management, and monitoring, for office space rental, utilities, and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance, advertising expenses, travel and supervision (including supervision activities in connection with the Project), salaries and statutory contributions of contractual and temporary staff (including microfinance inspectors), but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.
21. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.

22. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 5, 2009 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.
23. “Project Implementation Manual” means the manual entitled *Manuel de Procédures techniques* and dated July 28, 2000, which outlines, *inter alia*, the operational, institutional, financial management, procurement, environmental and social safeguards, accounting and disbursement arrangements for the implementation of the Project referred to in Section I.E of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written approval of the Association, and such term includes any schedules to the manual.
24. “Resettlement Plan” or “RP” means the Resettlement plan for a particular activity proposed to be included in an Annual Work Plan under the Project, required pursuant to the Resettlement Policy Framework (as defined hereinafter), and which is satisfactory to the Association, describing the social impacts of such activity and providing measures for the compensation, resettlement and rehabilitation of Displaced Persons including institutional arrangements for implementation, supervision and monitoring of such measures, budget, environmental protection, participation and consultation of Displaced Persons and grievance processes available to them and referred to in Section I.F of Schedule 2 to this Agreement, as such plan may be amended from time to time with the prior written approval of the Association and “RPs” means all of them collectively.
25. “Resettlement Policy Framework” or “RPF” means the Recipient's policy framework to be prepared, disclosed and adopted pursuant to Section I.F.1(a)(ii) of Schedule 2 to this Agreement, as said Framework may be amended from time to time with the prior written approval of the Association.
26. “Technical Secretariat” or “TS” means the Recipient’s unit established within the MUDH, pursuant to the Recipient’s TS *Arrêté*, referred to in paragraph 1 (b) of Section I.A of Schedule 2 to this Agreement, and any successor thereto.
27. “TS *Arreté*” means the Recipient’s regulation No. 00198/MUH dated May 4, 2009 establishing the TS.
28. “*Togolaise des Eaux*” or “TdE” means the public utility established in accordance with the Recipient’s Decree No. 2003-207/PR dated May 26, 2003 and in charge of the distribution of water in the Recipient’s territory.

29. “Training” means the costs of providing training and training-related activities under the Project, including seminars, workshops and study tours, and consisting of travel and subsistence allowances for training participants, trainers’ fees, rental of training facilities, preparation and reproduction of training materials and other activities incidental to the preparation and implementation of training activities.