
GRANT NUMBER E2430-3W

Financing Agreement

(Sub-Saharan Africa Women's Empowerment and Demographic Dividend Plus
Project (SWEDD+))

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ECONOMIC COMMUNITY OF CENTRAL AFRICAN STATES

GRANT NUMBER E2430-3W

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and ECONOMIC COMMUNITY OF CENTRAL AFRICAN STATES (“Recipient”).

WHEREAS:

- A. the Participating Countries, Participating Countries, along with the regional organizations including, the Recipient and the Economic Community of West African States (ECOWAS), have all agreed to participate in the Sub-Saharan Africa Women’s Empowerment and Demographic Dividend Plus Project;
- B. the Recipient, having satisfied itself as to the feasibility and priority of the Project, has requested the Association to assist in the financing of the Project;
- C. by financing agreements to be entered into on or about the date hereof between the Republic of Burkina Faso, Republic of Chad, Republic of Congo, Republic of Togo, Republic of Senegal, The Gambia (together, “Participating Countries”) and the Association, the Association will extend to each Participating Country financing to assist such Participating Country in financing the cost of activities related to the Project, on the terms and conditions set forth in a financing agreement between each Participating Country and the Association; and
- D. by financing agreement to be entered into on or about the date hereof between ECOWAS and the Association (the “ECOWAS Financing Agreement”), the Association will extend to ECOWAS financing to assist ECOWAS in financing the cost of activities related to the Project, on the terms and conditions set forth in the ECOWAS Financing Agreement.

THEREFORE, the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to three million eight hundred thousand Special Drawing Rights (SDR 3,800,000) (“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 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 Payment Dates are May 15 and November 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The Member Countries have taken or permitted to be taken any action which would prevent or interfere with the performance by the Recipient of their obligations under this Agreement.
 - (b) The ECCAS Legal Framework has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to perform any of its obligations under this Agreement.

ARTICLE V - EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, that the Recipient has prepared and adopted a Project Operations Manual, in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

- 5.03. 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 twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the President of the ECCAS Commission.

- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

ECCAS Commission
Boulevard Triomphal
BP 2112
Libreville
Libreville Estuaire
Gabon; and

- (b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
(241)444732	commission@ceeac-eccas.org

- 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:	E-mail:
248423 (MCI)	1-202-477-6391	bguermazi@worldbank.org

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guermazi

Authorized Representative

Name: Boutheina Guermazi

Title: Director, Regional Integration

Date: 11-Dec-2023

ECONOMIC COMMUNITY OF CENTRAL AFRICAN STATES

By

Gilberto Da Piedade Verissimo

Authorized Representative

Name: Gilberto Da Piedade VERISSIMO

Title: ECCAS Commission President

Date: 18-Jan-2024

SCHEDULE 1

Project Description

The objective of the Project is to increase girl's and women's access to learning, economic opportunities, and utilization of health services, and to strengthen the region-wide institutional capacity for gender equality.

Part A. Design and Implement Gender Transformative Interventions that Promote Girls' and Women's Social and Economic Autonomy

Improving social and behavioral change through a combination of regional-wide campaign involving regional influencers, and community-based interventions, in particular:

1. Conducting social and behavior change communication campaigns at the community and societal levels to support an enabling environment for gender equality and to promote a commitment of women and girls, men and boys to shared responsibility, for protection of rights of adolescent girls, and young women, including: (a) community mobilization to influence behaviors and mindsets, address harmful social norms, attitudes, and practices; (b) regional multimedia campaign targeted at improving girls' schooling (distance education, girls' return to school), health (family planning, menstrual hygiene, access to water and sanitation), and prevention of gender-based violence (GBV) and harmful social practices such as child marriage, female genital mutilation/cutting (FGM/C), and domestic violence; (c) strengthening communication outreach to fully engage policy makers, religious and community leaders, media practitioners, as well as communities and other stakeholders; and (d) conducting outreach campaigns focusing on climate awareness to build population adaptative capacity.
 - 1.1 ECCAS, coordinating the regional level social and behavior change communication campaign, including: (i) developing a social and behavioral change strategy, and organizing a regional validation workshop; and (ii) organizing the launch of the regional Project ownership campaign.
2. Carrying out a program of activities to improve life skills and sexual and reproductive health of adolescents, drawing from a menu of selected regional activities, including: (a) safe spaces set up in schools or in the community for both girls and boys; (b) safe spaces for in school and out-of-school girls to build life skills; and (c) boys' and/or future husbands clubs to improve gender relations and build healthier gender dynamics.
 - 2.1 ECCAS, carrying out a regional level program consisting of the following selected activities, including: (i) developing a mapping for the adolescent population; (ii) understanding of the drivers of adolescent pregnancy; (iii) creating regional mHealth apps; and (iv) improving accessibility of contraceptives at the regional

level (*i.e.*, sharing data and harmonizing orders and group purchases, for better monitoring of reproductive health products).

3. Carrying out a program of activities to keeping girls in school through at least secondary to delay marriage and early childbearing, drawing from a menu of selected regional activities, including: (a) the provision of school vouchers, conditional cash transfers, payment of school fees, uniforms and supplies to reduce the economic cost of girls staying in school; and (b) ensuring safe transportation options for girls to/from school.
 - 3.1 ECCAS, carrying out a regional level program of the selected activities, including: (i) developing regional guidelines for the implementation and monitoring of member state policies on the reintegration of out-of-school girls; (ii) developing guidance notes on the monitoring of legal and institutional frameworks relating to the education of girls and women in the ECCAS region; (iii) promoting awareness of national and regional accountability mechanisms for girls' education; and (iv) facilitating review and repeal of restrictive laws and other legal instruments.
4. Carrying out a program economic and financial inclusion activities to increase agency and opportunities for in school and out-of-school adolescent girls and young women, drawing from a menu of selected regional activities, including: (a) vocational, entrepreneurial, business, and financial literacy training; (b) combining economic opportunities with life skills; (c) setting up community childcare centers; (d) income generating activities for out-of-school girls; and (e) facilitating access to finance through existing or new savings groups/associations and related initiatives.
 - 4.1 ECCAS, carrying out a regional program of selected activities, including organizing an annual forum on the financial and economic inclusion of women at the country and regional levels, *inter alia*: (i) mapping of legislative, legal, and political changes/frameworks related to the financial and economic inclusion of women and strengthening the capacity of the Participating Countries to enable promulgation of legislation targeting the protection of, or benefit of women, and girls; and (ii) the acquisition of state-of-the-art computer tools for running virtual microfinance courses at the regional level, creating awareness among women of a regional digital infrastructure for organizing virtual meetings, and training, and sharing data.
5. Strengthening GBV prevention and response actions, including: (a) improving care for GBV survivors; (b) supporting socio-economic reintegration of GBV survivors; (c) improving the GBV information management mechanism; (d) strengthening policy, legal and institutional frameworks related to GBV and harmful practices through sensitization campaigns for the adoption of policies and laws that enable gender equality.

- 5.1 ECCAS, carrying out of a regional program of selected activities to strengthen GBV prevention and response actions, including: (i) mapping of recent legislative changes related to GBV, across the Central African sub-region; (ii) developing a framework for the codification of laws, and monitoring country level implementation of said laws; (iii) building a regional database of laws relating to GBV and sexual violence in fragile and conflict situations; (iv) establishing a regional capacity building mechanism (*i.e.*, regional workshops) for lawyers, religious and traditional leaders; (v) developing and implementing cross-border regional strategies for combatting GBV and FGM; (vi) providing technical assistance to Participating Countries and other key regional stakeholders for protecting women and girls; (vii) conduction regional campaigns to end child marriage, including organizing a regional consultative meeting on ending child marriage, with Participating Countries; and (viii) producing a regional annual report on child marriage and GBV.

Part B. Improve the availability of Reproductive, Maternal, Newborn, Child and Adolescent Health and Nutrition (RMNCAHN) Services and Number of Qualified Health Workers at the Community Level

Building the capacity of midwives and other community health providers at the community levels to strengthen quality and delivery of RMNCAHN services to adolescents in target communities, in particular:

1. Enhancing uptake of contraceptives especially by adolescents at the community level, including improved coordination with existing suppliers and agencies working to scale up community-based distribution of contraceptive commodities, including: (a) mobile offers of sexual and reproductive health services; (b) provision of training and/or upskilling of community health workers to provide extended and improved integrated RMNCAHN services to adolescents; (c) providing health facilities and youth community centers with supplies of modern contraceptives to expand reach at the community level.
 - 1.1 ECCAS, carrying out a regional program of selected activities to enhance accessibility to contraceptives, including monitoring of reproductive health products at the regional level, *inter alia*, facilitating data sharing on use of contraceptives among Participating Countries, and coordinating acquisition of the contraceptives.
2. Enhancing performance of the pharmaceutical supply chain last-mile delivery and strengthening national health systems to ensure continuous supply of sexual and reproductive health (SRH) products in rural, isolated, and cross-border areas, including: (a) provision of training to health workers on the sound management of obsolete and unwanted pharmaceutical, and best practices for management of pharmaceutical supplies SRH products and contraceptives; (b) strengthening information systems for the management of pharmaceuticals and equipment of

health product stock facilities and health centers, inter alia, potential procurement of medical, laboratory or office equipment.

- 2.1 ECCAS, supporting Participating Countries efforts on last-mile supply of pharmaceutical chain, and cross-border movement, including: (i) convening regional level meetings among qualified medical personnel (pharmacists) and all involved in distribution at community; (ii) establishing a standardized monitoring and evaluation system; (iii) acquiring the software and piloting a regional level visibility analytics network for reproductive health products.
3. Improving availability and capacity of health workers providing RMNCAHN services in underserved rural/isolated areas and increasing collaboration and knowledge sharing between health workers across borders, including (a) enhancing recruitment, training, and deployment of health workers, particularly midwives to rural areas; (b) initiating a regional dialogue on the rural pipeline of health workers, including a situational analysis of the rural pipeline, and workshops; and (c) establishing three regional centers of excellence to train midwives.
- 3.1 ECCAS, Supporting Participating Countries to improve access to quality RMNCAHN services, including: (i) developing regional training guides for the training of Participating Countries trainers; (ii) developing a regional sexual reproductive health rights cooperation framework; and (iii) identifying centers of excellence in the sub-region for training of nurses and midwives, including developing a regional curriculum for such training.

Part C. Foster Regional and National Commitment and Capacity for Policy Making on Gender Equality, and Project Management

Strengthening capacity for advocacy and political commitment for policy making, and monitoring and evaluation related to the demographic dividend and gender issues, in particular:

1. Strengthen advocacy, legal frameworks, and political commitment on girls' and women's reproductive health rights at continental, regional and national levels, including: (a) improving existing laws; (b) building the capacity of key stakeholders in legal and judicial sector on rights of girls and women; and (c) fostering community-based dissemination of rights, and community dialogue to dispel myths of conflict between state law and religious or customary practice; (d) engaging the regional platform of lawyers to assess the Participating Countries legal environment for, inter alia, protection of girls' education, health, and prevention of GBV; (e) conducting workshops and training for imams, female and other religious leaders across West and Central Africa region; and (f) enhancing regional collaboration on laws to address cross-border FGM/C and child marriage.

- 1.1 ECCAS, strengthening legal frameworks and policy commitment on RMNCAHN, including: (i) establishing a capacity building mechanism (*i.e.*, regional workshops) for protection of women; (ii) carry out evidence-based dissemination and sensitization campaigns for national officials to enable development and implementation of RMNCAHN legislation targeted to protection of women and girls, and/or to revise or repeal laws and other restrictive legal instruments; and (iii) promoting awareness and strengthening regional accountability mechanisms for girls' education.
2. Strengthening the capacity of Demographic Dividend Observatories (DDOs) for research and influencing policy makers to incorporate gender and demographic dividend in national and regional development planning and budgeting and monitoring and evaluation related to demographic dividend and gender issues.
- 2.1 ECCAS, strengthening the regional level capacity and establishing a regional demographic dividend observatory (RDDO), connected to the national demographic dividend observatories of Participating Countries, national Institutes of statistics and demography, and national information centers on GBV, including: (i) developing regional guidelines for the implementation and monitoring of Participating Countries, and ECCAS member states policies on the reintegration of out-of-school girls; (ii) developing guidance notes on the monitoring of legal and institutional frameworks relating to the education of girls and women in the ECCAS region; and (iii) establishing a regional observatory on demographic dividend and developing a compendium on progress towards harnessing the benefits of a demographic dividend to improve gender equality and women's and girls' empowerment.
3. Strengthen the capacity of ECCAS for Project management, implementation and coordination at the regional level, including (i) conducting studies, building the monitoring and evaluation capacity fiduciary aspects (*i.e.*, procurement and financial management), environmental and social framework compliance), through the acquisition of goods, provision of technical advisory services, training, operating costs, and (ii) hiring of experts to support implementation of the regional program.

SCHEDULE 2

Project Execution

Section I Implementation Arrangements

A. Institutional Arrangements

Regional Program Steering Committee

1. The Recipient shall maintain throughout the period of Project implementation its representative in the Regional Steering Committee, and to participate in the semi-annual meetings, as detailed in the Project Operations Manual.
2. The Recipient shall throughout Project implementation, ensure, and shall cause the Project implementing Entity to ensure: (a) implementation, coordination, and oversight of Respective Parts of the Project; and (b) maintain functions, staffing and resources, satisfactory to the Association, for the proper implementation of the Respective Parts of the Project.
3. Without limitation upon the foregoing provisions, the Regional Steering Committee shall be responsible for, *inter alia*, providing strategic regional guidance and oversight of Project, and coordination of the regional program with relevant regional initiatives.

4. Project Coordination and Management Unit

- (a) The Recipient shall establish a PCMU, within the Department for the Promotion of Gender, Human and Social Development, and maintain it throughout the Project implementation, with terms of reference, financial resources, acceptable to the Association, and with staff, including a Project coordinator, a monitoring and evaluation specialist, a communication specialist, a public health specialist, a social specialist, a procurement specialist, an administrative and financial specialist, and an accountant, all with terms of reference, qualifications and experience, satisfactory to the Association.
- (b) The PCMU shall be responsible for regional and cross-border coordination of the Project among the Participating Countries, and Participating Countries. In particular, the PCMU shall be responsible for: (i) day-to-day Project implementation; (ii) procurement and financial management; (iii) technical and fiduciary reporting; (iv) monitoring and evaluation; (v) environmental and social safeguards compliance; and (vi) providing technical support to the Participating Countries both directly and through contracting the consulting services of United Nations specialized agencies

to provide capacity building assistance to the RMNACHN.

B. Project Operations Manual

1. The Recipient shall carry out the Respective Parts of the Project in accordance with the Project Operations Manual, satisfactory to the Association. Said Project Operations Manual, consisting of arrangements and procedures for the implementation of the Project, including: (a) capacity building activities for sustained achievement of the Project's objective; (b) procurement, financial management (including audit) and disbursement arrangements; (c) institutional administration, coordination and day-to-day execution of Project activities; (d) monitoring, evaluation, reporting, information, education and communication arrangements of Project activities; (e) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; and (f) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said Project implementation manual, and thereafter, shall adopt such Project operations manual, as shall have been approved by the Association ("Project Operations Manual").
3. The Recipient shall ensure that the Project is carried out in accordance with the Project Operations Manual; provided, however, that in case of any conflict between the provisions of the Project Operations Manual, on the one hand, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.
4. The Recipient shall not amend or waive any provisions of the Project Operations Manual without the prior written agreement of the Association.

D. Annual Work Plan and Budget

1. The Recipient shall prepare and furnish to the Association not later than December 15 of each calendar year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following calendar year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed sources of financing.
2. Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (a) the type of Training; (b) the purpose of the Training; (c) the personnel to be trained; (d) the institution or individual who will conduct the Training; (e) the location and duration of the Training; and (f) the cost of the Training.

3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
4. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without the prior approval of the Association.

E. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

5. The Recipient shall ensure that:
 - (i) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (ii) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
6. The Recipient shall establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

F. Specific Financial Covenants

1. Not later than six (6) months after the Effective Date, the Recipient shall recruit an external auditor in accordance with the Procurement Regulations, in a manner and with qualifications satisfactory to the Association.
2. Not later than three (3) months after the Effective Date, the Recipient shall:
 - (a) update its accounting and information system (i.e., configure the existing accounting software parameters), to take into account the specific requirements of the Project; and
 - (b) recruit or appoint an accountant in a manner and with qualifications satisfactory to the Association.
3. The Recipient shall maintain an internal auditor, with terms of reference, integrity, qualifications, and experience acceptable to the Association.

Section II. Project Monitoring, Reporting and Evaluation

1. 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. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

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 Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Operating Costs, and Training and Workshops for Parts A.1.1, A.2.1, A.3.1, A.4.1, A.5.1, B.1.1, B.2.1, B.3.1, C.1.1, C.2.1, and C.3 of the Project	3,800,000	100%
TOTAL AMOUNT	3,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the Signature Date.
2. The Closing Date is December 31, 2028.

APPENDIX

Section I. Definitions

1. “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.
2. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “Central Africa” means the region comprising the territories of Angola, the Republic of Burundi, the Republic of Cameroon, the Central African Republic, Chad, Congo, the Democratic Republic of Congo, the Gabonese Republic, the Republic of Equatorial Guinea, the Rwandese Republic, and the Democratic Republic of São Tomé and Príncipe, the member states of ECCAS (as hereinafter defined).
4. “Demographic Dividend Observatories” or “DDOs” means corporately, institutions/agencies/departments of respective Participating Countries and regional organizations responsible for monitoring ongoing research in gender and demographic dividend policy area, and for informing policy makers to achieve gender-sensitive policies and budgeting.
5. “ECCAS” means the Economic Community of Central African States (*Communauté Économique des États de l'Afrique Centrale*), the economic community of the African Union established by the ECCAS Legal Framework.
6. “ECCAS Legal Framework” means: (a) the Treaty Establishing the Economic Community of Central African States signed in Libreville, the Gabonese Republic, on October 18, 1983, by the Heads of State and Government of the States of Central Africa; and (b) the Revised Treaty dated December 18, 2019.
7. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 15, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

8. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
9. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (last revised on July 15), with the modifications set forth in Section II of this Appendix.
10. “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, including health insurances and health-related services; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; and (viii) salaries of support staff for the Project Implementation Unit, but excluding salaries of officials of the Recipient.
11. “Participating Countries” means Burkina Faso, Republic of Chad, Republic of Congo, Republic of Senegal, Republic of Togo, and The Gambia.
12. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.

13. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
14. “Project Management Unit” or “PMU” means the unit referred to in Section I.A.3 of Schedule 2 to this Agreement.
15. “Project Operations Manual” means the Recipient’s manual referred to in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
16. “Project Coordination and Management Unit” and “PCMU”, means, each, the Project implementation unit to be established by the Recipient and referred to under Section I.A.A.4 of Schedule 2 of this Agreement.
17. “Regional Steering Committee” means a steering committee established to provide overall regional strategic direction for the Project, as further described in the Project Operations Manual.
18. “RMNACHN” stands for Reproductive, Maternal, Neonatal, Adolescent and Child Health and Nutrition.
19. “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.
20. “Training and Workshops” means the reasonable cost of training and workshops, based on the Annual Work Plans approved by the Association, such term including seminars, conferences, and costs associated with such activity including travel and subsistence costs for training and workshops participants, trainees and trainers, costs associated with securing the services of trainers, rental of training facilities, preparation, acquisition, publication and reproduction of training materials, and other costs directly related to training preparation and implementation, course fees, and study tours.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:

“Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory

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

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

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

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

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

"Section 5.11. *Visits*

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

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

5. Section 8.02 is modified as follows:

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

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

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

"(m) *Interference*. The Member Country: (i) has taken or permitted to

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

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

(c) Paragraph 77 (Member Country) is modified to read as follows:

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

(d) Paragraph 92 (Recipient) is modified to read as follows:

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