CREDIT (A) NUMBER 7276-TG CREDIT (B) NUMBER 7275-TG

# **Financing Agreement**

Togo Urban Water Security Project

between

**REPUBLIC OF TOGO** 

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### CREDIT (A) NUMBER 7276-TG CREDIT (B) NUMBER 7275-TG

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date 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) 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 credits, which are deemed as Concessional Financing for purposes of the General Conditions, to assist in financing the project described in Schedule 1 to this Agreement ("Project"), as follows:
  - (a) a credit in the amount of fifty-one million four hundred thousand Euros (EUR 51,400,000) ("Credit (A)"); and
  - (b) a credit in the amount of forty million nine hundred thousand Euros (EUR 40,900,000 ("Credit (B)"); (Credit (A) and Credit (B), collectively "Financing").
- 2.02. The Recipient may withdraw the proceeds of Credit (A) and Credit (B) 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 of Credit (A) and Credit (B).
- 2.04. The Payment Dates are April 15 and October 15 in each year.
- 2.05. The principal amount of the credits shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 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 in accordance with the provisions of Article V of the General Conditions and, Schedule 2 to this Agreement.

#### ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Recipient has established and operationalized the Project Implementation Unit (PIU) in accordance with Section I.A.1.(b)(i) of Schedule 2 of this Agreement.
  - (b) The Recipient has recruited or appointed: (i) a project coordinator, (ii) a procurement specialist, (iii) a financial management specialist, (iv) a communications and citizen engagement specialist, (v) a monitoring and evaluation specialist, (vi) an environmental specialist, and (vii) a social development specialist, for the PIU, all with experience and under terms of reference satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. 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 V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for economy and finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Facsimile:E-mail:(228) 2221-0905secretariat.ministre@economie.gouv.tg

(a) The Association's address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

# **REPUBLIC OF TOGO**

By

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Authorized Representative	
Name: Sari Yaya	
Title: Minister of Economy and Finance	2
Date: April 13, 2023	

# INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative Name: Coralie Gevers Title: <u>Country Director for Togo</u> Date: <u>April 13, 2023</u>

#### SCHEDULE 1

#### **Project Description**

The objectives of the Project are (i) to increase access to and quality of water supply and sanitation services, and (ii) to improve the operational performance of the water supply services provider(s) and water resources management in Greater Lomé.

The Project consists of the following parts:

#### Part 1. Improving urban water supply services

Implementing the following activities to improve access to water supply services in the Greater Lomé:

- (a) construction and rehabilitation of water production and treatment systems;
- (b) construction and rehabilitation of water storage facilities;
- (c) rehabilitation, replacement and expansion of water supply transmission and distribution systems; and
- (d) supervision consultancies.

#### Part 2. Strengthening sector institutions and efficiency

Implementing the following activities to improve the operational efficiency and financial viability of TdE, and overall sector efficiency:

- 2.1 Improving TdE's operational performance through the reduction of non-revenue water and strengthening of customer relationships and financial management under a performance-based contract including;
  - (a) Rehabilitation and upgrade of TdE water supply distribution system including, *inter alia:* (i) installation of technical and commercial management tools such as geographic information system, and supervisory control and data acquisition system; and (ii) capacity building and training on non-revenue water, financial management and customer management; and
  - (b) Support, *inter alia:* (i) the setting up of contract performance indicators targets at various stages of contract implementation and verification of their achievement; and (ii) the provision of technical assistance to MEHV during the bid evaluation phase and implementation of the performance-based contract, including through the recruitment of contract management and construction supervision engineers.

2.2 Strengthening sector regulation and asset management including, *inter alia:* providing studies and technical assistance to strengthen water and sewerage sector regulatory capacity and to strengthen asset management capacity of SP-EAU.

# Part 3. Improving sanitation and hygiene

Implementing the following activities to promote adequate sanitation and hygiene practices in Greater Lomé:

- 3.1 Promoting WASH services in schools and health care centers including:
  - (a) Construction and/or rehabilitation of WASH facilities in schools and health care facilities of Lomé including, *inter alia:* water taps connected to TdE network, gender-disaggregated toilets with septic tanks, handwashing stations, and MHH facilities;
  - (b) Provide awareness and educational campaigns, including handwashing and MHH messaging, and support to the development of long-term management models and operation and maintenance plans to finance and maintain WASH services in schools and healthcare facilities; and
  - (c) Build capacity of the health practitioners and teachers, and the harmonization of the information system for WASH services across all key participating institutions.
- 3.2 Strengthening the fecal sludge management framework by, *inter alia:* supporting the formulation and implementation of a citywide inclusive sanitation strategy.
- 3.3 Developing fecal sludge treatment capacity through, *inter alia:* the design, construction, and operation of a fecal sludge treatment plant.

#### Part 4. Strengthening water resources management

Implementing the following activities to improve the understanding and management of water resources in Greater Lomé:

- (a) Implementation of hydrogeological studies to determine the impacts of groundwater abstraction, to inform the design of sustainable management plans and efficiently manage the impacts of climate change on water resources;
- (b) Develop surface water and groundwater resources data collection system, database and geographic information system;
- (c) Implementation and rehabilitation of hydrological and piezometric monitoring stations;

- (d) Training of MEHV and other relevant authorities to collect, analyze, publish and disclose water resources information; and
- (e) Rehabilitation and upgrade of boreholes and supporting the regulation of potentially polluting activities.

#### Part 5. Project Management and sector studies

Supporting Project coordination and studies preparations including, *inter alia:* strengthening the capacity of the Project Implementation Unit for implementation and management of the Project activities and results including preparation of Project progress reports, communication and citizen engagement strategy, a tariff adjustment plan and a Letter of Sector Policy, overall management of procurement and financial management including carrying out of audits, monitoring and evaluation of Project activities (including third party monitoring) and management of environmental and social aspects, all through the provision of consulting services (including the design of subprojects and related safeguard studies), non-consulting services, Training, Operating Costs and acquisition of goods for the purpose.

# Part 6. Contingent Emergency Response

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

## **SCHEDULE 2**

#### **Project Execution**

#### Section I. <u>Implementation Arrangements</u>

#### A. Institutional Arrangements

#### 1. Ministry of Water and Village Hydraulics

- (a) The Recipient shall designate, at all times during the implementation of the Project, the Ministry of Water and Village Hydraulics to be responsible for prompt and efficient oversight and coordination of the implementation of Project activities, and shall take all actions, including the provision of funding, personnel and other resources necessary to enable the Ministry of Water and Village Hydraulics to perform said functions.
- (b) To this end, the Recipient, through the Ministry of Water and Village Hydraulics, shall:
  - (i) maintain, at all times during the implementation of the Project, the Project Implementation Unit ("PIU"), with terms of reference, qualified staffing and resources satisfactory to the Association, to be responsible for overall coordination as well as day-to-day management, supervision and administration of the Project activities and results, fiduciary aspects (financial management and procurement), environmental and social standards aspects, reporting and communication of Project activities, and monitoring and evaluation of Project activities, all in accordance with the provisions of the PIM;
  - (ii) no later than three (3) months after the Effective Date, or any later date agreed by the Association, recruit or appoint an accountant for the PIU, with experience and under terms of reference satisfactory to the Association; and
  - (iii) cause, through protocols of project implementation with terms and conditions satisfactory to the Association, TdE, SP-EAU and the Specialized Directorates, to carry out on technical aspects their respective parts of the Project with due diligence and efficiency; in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices; and without limitation to such standards and practices, in accordance with the terms of this Financing Agreement, the Anti-Corruption Guidelines and the ESCP.

(c) Without limitation upon the provisions of paragraph (a) and (b) immediately above, the Recipient through the MEHV, shall establish and maintain at all times during the implementation of the Project a Project Steering Committee, which shall for the purposes of facilitating inter agency-coordination, all under terms of reference, composition, and powers acceptable to the Association and further described in the Implementation Manual.

# **B. Project Implementation Manual**

- 1. The Recipient shall prepare under terms of reference acceptable to the Association, and no later than three (3) months after the effective date, or any later agreed by the Association, furnish to the Association, an implementation manual for the Project containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; (e) safeguards monitoring and mitigation; (f) operational modules outlining implementation, organizational, administrative, monitoring, financial management, disbursement procurement; and (g) such other arrangements and procedures as shall be required for the Project ("Project Implementation Manual" or "PIM").
- 2. The Recipient shall carry out the Project in accordance with the Project Implementation Manual, and except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive the Project Implementation Manual, or any provision thereof.
- 3. 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.

# C. 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. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall ensure that:
  - (a) 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
  - (b) 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, including, but not limited to, cases of sexual abuse (SEA), sexual harassment (SH), and accidents resulting in death, serious or multiple injuries, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. 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.

# D. Contingent Emergency Response under Part 6 of the Project

1. In order to ensure the proper implementation of contingent emergency response activities under Part 6 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:

- (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan:
- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
- (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
- 3. The Recipient shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.

4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

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

The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

# Section III. <u>Withdrawal of the Proceeds of the Financing</u>

#### 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 Credit (A) and Credit (B) to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing Allocated (expressed in EUR) for Credit (A)	Amount of the Financing Allocated (expressed in EUR) for Credit (B)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non- consulting services, and consulting services, Training and Operating Costs for the Project	48,400,000	40,900,000	100%
(2) Emergency Expenditures under Part 6 of the Project	0	0	100%

(3) Refund of Preparation Advance	3,000,000	0	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	51,400,000	40,900,000	

#### 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 Signature Date;
  - (b) for Eligible Expenditures under Credit (B) until 100% of Credit (A) is withdrawn; or
  - (c) for Emergency Expenditures under Category (2), unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said expenditures:
    - the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include the proposed activities in the Emergency Response Part in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
    - (ii) the Recipient has ensured that all environmental and social instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.D of this Schedule;
    - (iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.D.2 of this Schedule, for the purposes of said activities; and

- (iv) the Recipient has adopted the CERC Manual, in form and substance acceptable to the Association, and the provisions of the CERC Manual remain in accordance with the provisions of Section I.D.1(a) of this Schedule so as to be appropriate for the inclusion and implementation of said activities under the Emergency Response Part.
- 2. The Closing Date for Credit (A) is March 30, 2029.
- 3. The Closing Date for Credit (B) is March 30, 2029.

#### **SCHEDULE 3**

# I. Repayment Schedule for Credit (A)

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15:	
commencing April 15, 2033, to and including October 15, 2072	1.25%

\* The percentages represent the percentage of the principal amount of Credit (A) to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

# **II.** Repayment Schedule for Credit (B)

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15:	
commencing April 15, 2029, to and including April 15, 2034	8.33334%
On October 15, 2034	8.33326%

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

# APPENDIX

#### Section I. <u>Definitions</u>

- 1. "ARSE" means *Autorité de Réglementation du Secteur de l'Electricité*, the public utility established in accordance with the Recipient's Decree No. 2000-090/PR dated November 8, 2000, and in charge of the regulation of the Recipient's electricity sector.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "CERC Manual" means the manual referred to in Section 1.D of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Implementation Manual.
- 5. "Credit (A)" means the credit in the amount referenced in Article 2.01(a) of this Agreement and the Credit for purposes of paragraph 25 of the General Conditions.
- 6. "Credit (B)" means the credit in the amount referenced in Article 2.01(b) of this Agreement and the Credit for purposes of paragraph 25 the General Conditions.
- 7. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 6 of the Project to respond to an Eligible Crisis or Emergency.
- 8. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 9. "Emergency Action Plan" means the plan referred to in Section I.D of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
- 10. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.D of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

- 11. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated February 16, 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: 12. (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 Cultural Heritage"; 8: (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.
- 13. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
- 14. "Letter of Sector Policy" means a document issued by MEHV, with a time horizon of no less than five years, outlining the Recipient government's strategic vision for the development of the water sector including principles and a roadmap for the evolution of water tariff.
- 15. "MEHV" means "*Ministère de l'Eau et de l'Hydraulique Villageoise*", the Recipient's Ministry in charge of Water and Village Hydraulics or any successor thereto.
- 16. "MHH" means Menstrual Health and Hygiene.
- 17. "Project Steering Committee" means the steering committee referred to in Section I.1.A.(c) of Schedule 2 to this Agreement.

- 18. "Operating Costs" means the reasonable incremental expenses incurred on account of Project implementation, management, and monitoring, including office supplies, vehicle operation and maintenance, commercial charges, office equipment maintenance, communication costs, rental expenses, utilities expenses, consumables, transport, travel and accommodation, *per diem*, supervision costs and salaries of locally contracted staff, but excluding salaries of officials of the Recipient's civil service.
- 19. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on August 16, 2022, and on behalf of the Recipient on August 22, 2022.
- 20. "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.
- 21. "Project Implementation Manual or "PIM" means the Recipient's manual referred to in Section I.1.B.1 of Schedule 2 to this Agreement.
- 22. "Project Implementation Unit" or "PIU" means the Recipient's unit referred to in Section I.1.A.(b)(i) of Schedule 2 of this Agreement
- 23. "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.
- 24. "SP-EAU" means "Société de Patrimoine Eau et Assainissement en milieu urbain et semi-urbain", the public utility established in accordance with the Recipient's Decree No. 2011-130/PR dated August 3, 2011, and in charge of the management and development of drinking water supply and sanitation in urban and semi-urban areas in the Recipient's territory.
- 25. "Specialized Directorates" means the Recipient's General Directorate of Sanitation and the Recipient's Directorate of Water Resources or any successors thereto.
- 26. "TdE" means "Société Togolaise des Eaux", 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 drinking water and collection of domestic wastewater in the Recipient's territory.
- 27. "Training" means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for

training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.

28. "WASH" means Water Sanitation and Hygiene.