
GRANT NUMBER E1730

Financing Agreement

**(Harmonizing and Improving Statistics in West and
Central Africa Project – Series of Projects One)**

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WEST AFRICAN ECONOMIC AND MONETARY UNION

GRANT NUMBER E1730

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and the WEST AFRICAN ECONOMIC AND MONETARY UNION (WAEMU) (“Recipient”), for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”).

WHEREAS:

- A. the Participating Countries and the Regional Bodies, including the Recipient, have agreed to participate in the 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 a financing agreement to be entered into on or about the date hereof between the Republic of Benin and the Association (the “Benin Financing Agreement”), the Association will extend to Benin financing to assist Benin in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Benin Financing Agreement;
- D. by a financing agreement to be entered into on or about the date hereof between the Republic of The Gambia and the Association (the “Gambia Financing Agreement”), the Association will extend to The Gambia financing to assist The Gambia in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Gambia Financing Agreement;
- E. by a financing agreement to be entered into on or about the date hereof between the Republic of Guinea and the Association (the “Guinea Financing Agreement”), the Association will extend to Guinea financing to assist Guinea in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Guinea Financing Agreement;
- F. by a financing agreement to be entered into on or about the date hereof between the Republic of Guinea-Bissau and the Association (the “Guinea-Bissau Financing Agreement”), the Association will extend to Guinea-Bissau financing to assist Guinea-Bissau in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Guinea-Bissau Financing Agreement;
- G. by a financing agreement to be entered into on or about the date hereof between the Republic of Mali and the Association (the “Mali Financing Agreement”), the Association will extend to Mali financing to assist Mali in financing part of the

cost of activities related to the Project on the terms and conditions set forth in the Mali Financing Agreement;

- H. by a financing agreement to be entered into on or about the date hereof between the Islamic Republic of Mauritania and the Association (the “Mauritania Financing Agreement”), the Association will extend to Mauritania financing to assist Mauritania in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Mauritania Financing Agreement;
- I. by a financing agreement to be entered into on or about the date hereof between the Republic of Niger and the Association (the “Niger Financing Agreement”), the Association will extend to Niger financing to assist Niger in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Niger Financing Agreement;
- J. by a financing agreement to be entered into on or about the date hereof between the Republic of Senegal and the Association (the “Senegal Financing Agreement”), the Association will extend to Senegal financing to assist Senegal in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Senegal Financing Agreement;
- K. by a financing agreement to be entered into on or about the date hereof between the African Union and the Association (the “AU Financing Agreement”), the Association will extend to African Union financing to assist African Union in financing part of the cost of activities related to the Project on the terms and conditions set forth in the AU Financing Agreement;
- L. by a 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 part of the cost of activities related to the Project on the terms and conditions set forth in the ECOWAS Financing Agreement;
- M. Parts 1.1.1 and 4.1 of the Project will be implemented by the African Union;
- N. Parts 1.1.2 and 4.1 of the Project will be implemented by ECOWAS;
- O. Parts 1.1.3, 2.3(c) and 4.1 will be implemented by the Recipient;
- P. Parts 1.2.2, 1.2.3, 1.3.1, 1.3.2 (b), (c) and (d), 1.4.1, 1.4.2, 1.5.1, 1.5.2, 2.1, 2.2(b) and (c), 2.3(a) and (b), 2.4, 2.5(d), 3.2, 4.1, 4.2 will be implemented by Benin;
- Q. Parts 1.2.1, 1.2.2, 1.2.3, 1.3.1, 1.3.2, 1.3.3, 1.4.1, 1.4.2, 1.5.1, 2.1, 2.2, 2.3(a) and (b), 2.4 (a) and (b), 2.5, 3.1(b) and(c), 3.2, 4.1, 4.2 will be implemented by The Gambia;

- R. Parts 1.2.1, 1.2.2, 1.2.3, 1.3.1, 1.3.2 (b), (c) and (d), 1.3.3, 1.4.1, 1.4.2, 1.5.1, 1.5.2, 2.1, 2.2, 2.3, 2.4 (a) and (b), 2.5 (a), (b) and (d), 3.1 (c), 3.2, 4.1, 4.2 will be implemented by Guinea;
- S. Parts 1.2.1, 1.2.2 (a) and (c), 1.2.3, 1.3.1, 1.3.2, 1.3.3, 1.4.1, 1.4.2, 1.5.1, 2.1, 2.2, 2.3(a) and (b), 2.4 (a) and (b), 2.5 (a), (c) and (d), 3.2, 4.1, 4.2 will be implemented by Guinea-Bissau;
- T. Parts 1.2.2, 1.2.3, 1.3.1, 1.3.2 (b) and (d), 1.3.3, 1.4.1, 1.5.1, 2.1, 2.2, 2.3, 2.4 (a) and (b), 2.5 (a), (b) and (d), 3.2, 4.1, 4.2 will be implemented by Mali;
- U. Parts 1.2.1, 1.2.2, 1.2.3, 1.3.1, 1.3.2, 1.3.3, 1.4.1, 1.4.2, 1.5.1, 1.5.2, 2.1, 2.2, 2.3, 2.4, 2.5(a), (c) and (d), 3.1(a) and (c), 3.2, 4.1, 4.2 will be implemented by Mauritania;
- V. Parts 1.2.1, 1.2.2, 1.2.3, 1.3.1, 1.3.2(b), (c) and (d), 1.3.3, 1.4.1, 1.4.2, 1.5.1, 1.5.2, 2.1, 2.2, 2.3, 2.4(a) and (b), 2.5 (a), (b) and (d), 3.1(a) and (c), 3.2, 4.1, 4.2 will be implemented by Niger; and
- W. Parts 1.2.1, 1.2.2, 1.2.3, 1.3.1, 1.3.2(b), (c) and (d), 1.3.3, 1.4.1, 1.4.2, 1.5.1, 1.5.2, 2.1, 2.2(b) and (c), 2.3, 2.4(a) and (b), 2.5(a), (b) and (d), 3.1 (a), 3.2, 4.1, 4.2 will be implemented by Senegal.

WHEREAS the Association has also agreed, on the basis, *inter alia*, of the foregoing, to extend the financing provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

NOW 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 fifteen million one hundred thousand Special Drawing Rights (SDR 15,100,000) (“Grant”), to assist in financing the Project.

- 2.02. The Recipient may withdraw the proceeds of the Grant 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 Grant Balance.
- 2.04. The Payment Dates are June 15 and December 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 Parts 1.1.3, 2.3(c), and 4.1 of the Project through the WAEMU Commission 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 Modified WAEMU Treaty has, in the opinion of the Association, been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.
 - (b) The AU Financing Agreement or the ECOWAS Financing Agreement shall have failed to become effective before December 31, 2024.
 - (c) The Association shall have suspended in whole or in part the right of the AU or ECOWAS, as the case may be, to make withdrawals, respectively, under the AU Financing Agreement or the ECOWAS Financing Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Recipient has adopted the Project Operations Manual under terms and conditions acceptable to the Association;
 - (b) the Recipient has obtained an internal waiver for implementing procurement activities in favor of the Recipient's *Department des Politiques Economiques et de la Fiscalité Intérieure*, in form and substance satisfactory to the Association; and

- (c) the Recipient has adopted, consulted upon and disclosed: (i) the Umbrella Environmental and Social Management Framework (U-ESMF); and (ii) the Umbrella Labor Management Procedures Framework (U-LMPF); all in accordance with the ESCP, and in form and substance satisfactory to the Association.

- 5.02. The Effectiveness Deadline is the date ninety (90) 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 WAEMU Commission.
- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Association's address is:

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

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

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

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

- (a) the Recipient's address is:

Commission de l'UEMOA
380, Avenue Professeur Joseph Ki-Zerbo
01 BP 543 Ouagadougou
Burkina Faso; and

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

Telephone:	Facsimile:
+226 25 31 88 72	+226 25 31 88 73 to 76

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guermazi

Authorized Representative

Name: Boutheina Guermazi

Title: Director, Regional Integration

Date: 31-May-2023

WEST AFRICAN ECONOMIC AND MONETARY UNION

By

Monsieur Abdoulaye DIOP

Authorized Representative

Name: Monsieur Abdoulaye DIOP

Title: PRESIDENT OF WAEMU

Date: 06-Jun-2023

SCHEDULE 1

Project Description

The objective of the Project is to improve country statistical performance, regional harmonization, data access and use, and to enhance modernization of the statistical system in Participating Countries.

The Project consists of the following parts:

Part 1. Harmonization and Production of Core Statistics Using International Data Quality Standards

1.1 Regional Coordination and Adoption of Harmonized Data Quality Standards

Supporting Regional Bodies to improve quality and comparability of statistics and enhance their statistical advocacy and coordination, through:

1.1.1. African Union-STATAFRIC. Supporting STATAFRIC in advocating and monitoring the implementation of SHaSA2 through: (a) coordination with regional economic communities on standard harmonization, statistics comparability and dissemination, by providing technical assistance, regional workshops and Training to Participating Countries; (b) Training on national and regional strategy for the development of statistics in collaboration with other partners; (c) monitoring compliance by Participating Countries of SHaSA2; and (d) work with development partners to mobilize financing and technical assistance.

1.1.2 ECOWAS. Supporting ECOWAS to: (a) intensify regional statistical harmonization through the consolidation of production, analysis and dissemination of data; (b) advocate and monitor the implementation of Regional Statistical Program 2023-2027; (c) organize Training on NSDS strategic planning in collaboration with other partners; (d) monitor compliance by Participating Countries of said Regional Statistical Program; (e) work with development partners to mobilize financing and provide technical assistance; and (f) provide relevant technical assistance, peer-to-peer learning and support to Participating Countries on statistics.

1.1.3 WAEMU. Supporting WAEMU in coordinating, *inter alia*: (a) the renovation of national accounts of the Participating Countries that are members to WAEMU; (b) the conduct of labor force and household living conditions surveys; (c) relevant Training, technical studies and outreach activities; and (d) support to regional statistical schools.

1.2 Demographic and Socio-Economic Statistical Production

Support selected Participating Countries in producing updated demographic and socioeconomic data, through:

- 1.2.1. **Population and Housing Census.** Supporting all phases of population and housing censuses activities including *inter alia*: (a) pilot cartography and census; (b) main cartography; (c) enumeration; (d) post enumeration survey; (e) data processing and analysis; as well as (f) census results and data dissemination.
- 1.2.2. **Integrated Household Survey Program.** Supporting integrated household survey programs through financing of *inter alia*: (a) demographic and health surveys; (b) labor force surveys; and (c) household income and expenditure surveys; and/or as needed, on-demand ad hoc surveys; with a specific focus on harmonized and standardized methodologies and use of new technologies in data collection, and climate-sensitive statistics.
- 1.2.3. **Gender.** Filling gender data gaps and improving gender statistics through: (a) implementation and improvement of data collection efforts; and (b) capacity-building activities to enhance data collection, indicator calculation, and data dissemination.

1.3 Real and Fiscal Sector Statistical Production

Improving the Consumer Price Index (CPI) and national accounts statistics, by supporting (a) the implementation of the latest government finance statistical performance standards; and (b) the improvement of data dissemination standards, through:

- 1.3.1. **Source Data Collection and Adoption of Improved National Accounts Standards.** Supporting Participating Countries to: (a) improve source data used to compile national accounts, especially strengthening enterprise statistics including building and maintaining business census and registers, annual or biennial surveys, and an electronic platform to collect statistical and tax declaration data; and (b) complete the rebasing cycle of national accounts, including *inter alia* through standardized and/or expanded data collection in selected sectors or indicators, production or improvement of quarterly national accounts, enhanced periodicity or subnational scope, depending on identified needs in Participating Countries.
- 1.3.2. **Modernization and Adoption of Improved CPI Standards.** Improving quality and timeliness of CPI, including by supporting Participating Countries to: (a) modernize price collection processes through technology

and acceptable harmonized methodologies and standards; (b) rebase CPI base years; (c) align with international standards; and (d) extend geographical coverage of the CPI.

1.3.3. Improved Government Finance Statistics Standards. Financing technical assistance, regional Training and peer learning to support Participating Countries in adopting and implementing the most recent international standards and practices on government finance statistics, including as needed at the subregional or decentralized level.

1.4 Agricultural and Climate Change Statistical Production

1.4.1. Implementation of an Integrated System of Agricultural Sample Censuses and Surveys. Improving and conducting annual or periodical agriculture sample censuses and surveys and design and implementation of livestock data collection in Participating Countries through financing of costs associated with data collection, technical tools and Training.

1.4.2. Geo-spatial, Remote Sensing and Climate Data Collection. Strengthening the capacity of NSOs to advance in the collection and production of core climate change statistics and indicators (including geospatial data), based on international standards, through financing of costs associated with data collection and production, technical assistance and Training to identify a minimum set of climate change indicators to be produced and collected.

1.5 Sectoral and Sub-National Administrative Data Curation

Improve quality and availability of data from administrative sources and support production and dissemination of administrative data, including at the subnational level, through:

1.5.1. Improved Sectoral Administrative Data Systems and Integration. Providing technical assistance and Training to NSOs on the design of administrative data collection and processing of *inter alia*, health, education and other administrative data using international standards and modern processing tools and techniques.

1.5.2. Production and Management of Sub-National Statistics. Strengthening the capacities at the decentralized level of NSOs to perform data collection, production, and dissemination, as well as subnational statistical coordination, also through financing of needed goods, Operating Costs and Training.

Part 2. Statistical Modernization, Institutional Reform, Human Capital, Data Accessibility and Use

2.1. Statistical Modernization of National Statistical Offices

Supporting Participating Countries in the production of statistics using new data sources and collection methods, all by financing goods, capacity-building and Training on statistical modernization.

2.2. Institutional Reforms for Selected National Statistical Systems.

Supporting: (a) technical assistance to selected Participating Countries to establish mechanisms for sustainable funding of the NSS; (b) updating the legal data protection framework for national statistics to align with international good practice relating to statistical disclosure controls and data protection rules and practices for statistical data; and (c) strengthen statistical coordination and quality assurance, including through elaboration of NSDSs.

2.3. Enhance Human Capital

Strengthen specialization of NSOs' workforce by: (a) providing Training for statisticians including continuous education and on-the-job training to NSO staff; (b) providing scholarships for students admitted to regional and national statistical schools; and (c) supporting regional and national statistical schools to harness innovative technologies to improve capacity and teaching quality of NSO staff and students in the use of modern tools, through provision of goods, small works (only for ENSAE), services, Training and hiring of teaching staff.

2.4. Data Accessibility and Dissemination

Build capacity and provide technical assistance to improve data accessibility and dissemination through: (a) implementation of open data system for archiving and distributing long time data series; (b) establishment and improvement of mechanisms for accessing and sharing microdata and online query, and disseminating statistical findings; and (c) improving the application of IMF data dissemination standards.

2.5. Data Use and Analysis to Inform Public Policy

Support: (a) establishment of tools and provision of skills to inform policy decisions and evaluate the impact of keys actions proposed in the applicable NDP; (b) monitoring and evaluation of the NDP; (c) strengthening of NSOs to provide data literacy campaigns and train key data users; and (d) strengthen macroeconomic forecasting and analysis capacity.

Part 3. Construction, Upgrading and Modernization of Physical Infrastructure.

- 3.1. Construction and Infrastructure Upgrading of selected NSOs and National statistical schools.** Support the modernization of selected physical infrastructure through: (a) construction of new buildings; (b) rehabilitation of existing office complexes with modern facilities; and (c) provision of office furniture and equipment.
- 3.2. Modernization of Information and Communications Technology (ICT) and Statistical Infrastructure of NSOs and National Statistical Schools.** Support the modernization of NSOs' and regional and national statistical schools' ICT systems, improving access to and use of innovative tools and practices.

Part 4. Project Management, Monitoring, and Evaluation

- 4.1. Project Management.** Support Project management and implementation, including on financial management, procurement, environmental and social aspects, communication, planning, audits, support to the relevant Project management and coordination in each Participating Country and Regional Body, monitoring and evaluation, and Operating Costs.
- 4.2. Project Results and User Satisfaction Monitoring.** Support the costs of Project monitoring and evaluation through data collection and reporting, as well as distribution of user satisfaction survey.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. WAEMU Commission

- (a) At all times during the implementation of the Project, the Recipient shall, through the WAEMU Commission, be responsible for prompt and efficient oversight and coordination of implementation of activities under the Project, and shall take all actions, including the provision of funding, personnel and other resources necessary to enable the WAEMU Commission to perform said functions.
- (b) To this end, the Recipient, through the WAEMU Commission, shall maintain at all times during the implementation of the Project, the Project Implementation Unit (“PIU”) with a composition, mandate, staffing and other resources satisfactory to the Association. The PIU shall be responsible for day-to-day management and coordination of the implementation of activities under the Project, and for compliance with environmental and social standards and fiduciary aspects of the Project, as further defined in the Project Operations Manual.
- (c) The Recipient shall designate at all times during Project implementation a representative to participate in the Regional Project Coordination Committee, under terms of reference and with qualified and experienced members in adequate number, all satisfactory to the Association and as further set out in the Project Operations Manual.
- (d) Notwithstanding the requirements of the ESCP, the Recipient, through the WAEMU Commission, shall: (i) no later than three (3) months after the Effective Date, hire or appoint a Project manager, a procurement specialist, and an accountant; (ii) no later than six (6) months after the Effective Date, hire or appoint a monitoring and evaluation specialist and a data management specialist; and (iii) no later than nine (9) months after the Effective Date, recruit an external auditor; all with terms of reference, qualifications and experience satisfactory to the Association, as said positions shall be thereafter maintained throughout Project implementation.
- (e) No later than one (1) month after the Effective Date, the Recipient shall upgrade and customize and thereafter maintain and use, the accounting

software to include the Project, under specifications and modalities satisfactory to the Association.

2. Steering Committee

Without limitation upon the provisions of paragraph 1 above, the Recipient shall maintain, at all times during the implementation of the Project, a Steering Committee to be responsible for, *inter alia*: (a) reviewing and endorsing the Project's proposed Annual Work Plan and Budget for approval by the WAEMU Commission; (b) reviewing progress made towards achieving the Project's objective; (c) facilitating coordination of Project activities and removal of any obstacles to the implementation of the Project; (d) monitoring and evaluating impacts of Project activities; and (e) provision of overall oversight and strategic and policy guidance on matters relating to the Project. To this end, the Recipient shall take all actions, including the provision of funding, personnel and other resources necessary to enable the Steering Committee to perform said functions.

B. Project Operations Manual

1. The Recipient shall carry out Parts 1.1.3, 2.3(c), and 4.1 of the Project in accordance with the arrangements, procedures and guidelines set out in the Project Operations Manual, containing detailed arrangements and procedures, satisfactory to the Association, for: (a) institutional coordination and day-to-day execution of Parts 1.1.3, 2.3(c), and 4.1 of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; (e) environmental and social standards management; (f) the modalities for handling Personal Data in accordance with good international practice; (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
2. The Recipient shall:
 - (a) take all action required to carry out Parts 1.1.3, 2.3(c), and 4.1 of the Project in accordance with the provisions and requirements set forth or referred to in the Project Operations Manual;
 - (b) submit recommendations to the Association for its consideration for changes and updates of the Project Operations Manual as they may become necessary or advisable during Project implementation in order to achieve the objectives of the Project; and
 - (c) not assign, amend, abrogate or waive the Project Operations Manual or any of its provisions without the prior approval of the Association. Notwithstanding the foregoing, if any of the provisions of the Project

Operations Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

C. Annual Work Plan and Budget (AWP&B)

1. The Recipient shall prepare and furnish to the Association not later than November 30 of each year during the implementation of the Project (or for the first calendar year of Project implementation, no later than two (2) months after the Effective Date), a draft work plan and budget for Project implementation, setting out, *inter alia*: (a) a detailed description of all activities proposed to be included in the Project for the subsequent year; (b) a proposed financing plan for expenditures required for such activities, including proposed amounts and sources of financing; (c) environmental and social instruments applicable to such activities in accordance with the provisions of ESCP; and (d) responsibility for execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity.
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) modalities for the participation of Participating Countries; (d) the personnel to be trained; (e) the institution or individual who will conduct the Training; (f) the location and duration of the Training; and (g) 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, before adoption of the final version of said plan and budget no later than December 31 of each year in the form satisfactory to the Association, and thereafter, ensure that the Project is implemented with due diligence during said subsequent year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget” or “AWP&B”).
4. The Recipient shall not make or allow to be made any change(s) to the approved AWP&B without prior approval in writing by the Association.

D. 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:
 - (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 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.

E. Data Protection

Prior to the carrying out of any Personal Data collection and processing activities under the Project, the Recipient shall ensure that its staff and any third party contracted for the purpose, follow adequate data protection standards and protocols, in accordance with best international practices and acceptable to the Association, as such standards and protocols shall be incorporated in the Project Operations Manual and, where appropriate, the applicable terms of reference.

F. Agreement with Cote d'Ivoire and ENSEA

1. For purposes of and prior to implementing Part 2.3(c) of the Project, the Recipient shall enter into an agreement with Cote d'Ivoire and ENSEA (the "ENSEA Agreement"), in a manner and substance satisfactory to the Association, to the effect of setting out the modalities for the carrying out of activities under the Project to benefit ENSEA.
2. The Recipient shall exercise its rights and obligations under the ENSEA Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the ENSEA Agreement or any provision contained therein (whether in whole or in part).
3. In the event of any conflict between the provisions of the ENSEA Agreement and those of this Agreement the provisions of this Agreement shall prevail.

G. Agreement with AFRISTAT

1. For the purposes of and prior to carrying out any relevant activity under Part 1.1.3 of the Project, the Recipient shall, no later than ten (10) months after the Effective Date or any later date agreed upon in writing with the Association, enter into an agreement with AFRISTAT (the "AFRISTAT Agreement") under terms and in form and substance satisfactory to the Association in accordance with the Procurement Regulations, as such terms shall include, without limitation, the obligation of and the commitment from AFRISTAT to: (a) support the Recipient,

as necessary, to develop regional statistical methodologies, manuals and guidelines as well as in conducting regional Trainings and workshops, in accordance with terms of reference acceptable to the Association; (b) carry out these activities in accordance with the Project Operations Manual, the ESCP, the Procurement Regulations and the Anti-Corruption Guidelines as they apply to recipients of Grant proceeds other than the Recipient; and (c) to the extent applicable, (i) cooperate with the Recipient in order to maintain the Association suitably informed of the progress in the implementation of the Project, as the case may be, through the information to be prepared and furnished to the Association pursuant to the provisions of Section II.A of Schedule 2 to this Agreement; and (ii) allow the Recipient and the Association to inspect, at their request, sites and records relevant to the implementation of the Project for purposes of Section 5.11 of the General Conditions

2. The Recipient shall exercise its rights under the AFRISTAT Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the AFRISTAT Agreement or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

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 Grant

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 Grant 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, Training and Operating Costs for Parts 1.1.3 and 4.1 of the Project	7,550,000	100%
(2) Goods, non-consulting services, consulting services, Training and Operating Costs for Part 2.3(c) of the Project	7,550,000	100%
TOTAL AMOUNT	15,100,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category 2 unless the Recipient has: (i) entered into the ENSEA Agreement in terms and conditions satisfactory to the Association; and (ii) recruited an assistant procurement specialist and an assistant accountant, under terms of reference, qualifications and experience satisfactory to the Association.
2. The Closing Date is December 15, 2028.

APPENDIX

Section I. Definitions

1. “African Union” or “AU” means the union established by the Constitutive Act of the African Union adopted on July 11, 2000.
2. “African Union Commission” means the secretariat of the African Union.
3. “AFRISTAT” means the international organization *Observatoire Economique et Statistique d’Afrique Subsaharienne* created in 1993 by 14 African Countries (including Benin, Mali, Guinea, Niger and Senegal).
4. “AFRISTAT Agreement” means the agreement to be entered into between the Recipient and AFRISTAT in accordance with Section I.G of Schedule 2 to this Agreement.
5. “Annual Work Plan and Budget” or “AWP&B” means the work plan and budget prepared annually by the Recipient in accordance with the Provisions of Section I.C. of Schedule 2 to this Agreement.
6. “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.
7. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. “CPI” means consumer price index.
9. “ECOWAS” means the Economic Community of West African States, established and operating pursuant to the ECOWAS Revised Treaty.
10. “ECOWAS Revised Treaty” means the establishment treaty of ECOWAS, signed in Cotonou, Benin, on July 24, 1993.
11. “ENSAE” means *l’École nationale de la Statistique et de l’Analyse économique Pierre Ndiaye*, the national school of Statistics and economical analysis in Dakar (Senegal).
12. “ENSEA” means *Ecole Nationale Supérieure de Statistique et d’Economie Appliquée*, the national school for statistics and applied economics established in Abidjan, Cote d’Ivoire.

13. “ENSEA Agreement” means the agreement to be entered into between the Recipient and ENSEA in accordance with Section I.F. of Schedule 2 to this Agreement.
14. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 27, 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.
15. “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 Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
16. “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), with the modifications set forth in Section II of this Appendix.
17. “ICT” means information and communications technology.
18. “IMF” means International Monetary Fund.
19. “Modified WAEMU Treaty” means *Traite Modifie De L'union Economique Et Monetaire Ouest Africaine (UEMOA)* signed on January 29, 2003.
20. “NSO” means the Participating Countries’ national statistics offices, namely and specifically: for Benin, the *Institut National de la Statistique et de la Démographie (INStAD)*, established pursuant to *Loi No. 2022-07 du 27 Juin 2022 portant organisation et réglementation des activités statistiques en République du Bénin*

and *Décret No. 2021-523 du 13 Octobre 2021 portant approbation des statuts modifiés de l'Institut national de la Statistique et de l'Analyse économique désormais dénommé Institut national de la Statistique et de la Démographie*; for Guinea, the *Institut National de la Statistique (INS)*, established pursuant to *Decret D/2022/0285/PRG/CNRD/SGG portant attributions, organisation et fonctionnement de l'Institut National de la Statistique (INS) du 14 juin 2022*; for Guinea-Bissau, the *Instituto Nacional de Estatística (INE)*, established pursuant to *Decreto Lei No 6/2007, de 10 setembro de 2007* and to *Decreto-Lei n.º 2/1991 de 25 de março de 1991*; for Mali, the *Institut National de la Statistique (INSTAT)*, established pursuant to *Ordonnance No. 09-016/P-RM du 20 mar 2009 portant creation de l'Institut National de la Statistique*; for Mauritania, the *Agence Nationale de la Statistique et de l'Analyse Démographique et Economique (ANSADE)*, established pursuant to *Décret No. 2021-027/PM/MAEPSP/MF portant creation, organisation et fonctionnement d'un établissement public à caractère administratif dénommé Agence Nationale de la Statistique et de l'Analyse Démographique et Économique (ANSADE)*; for Niger, the *Institut National de la Statistique (INS)*, established pursuant to *Decret No. 2004-264/PRN/ME/F portant statut, attributions et fonctionnement de l'Institut National de la Statistique (INS) du 14 septembre 2004*; for The Gambia, the *Gambia Bureau of Statistics (GBoS)*, established pursuant to *Act No. 13 of 2005 assented to by the President of the Republic of The Gambia on January 20, 2006, (Statistics Act, 2005)*; for Senegal, the *Agence Nationale de la Statistique et de la Démographie (ANSD)*, established pursuant to *Decret relatif a l'Agence nationale de la statistique et de la démographie du Senegal No. 2005-436 du 23 Mai 2005*; or their respective legal successor thereto. "NSOs" means more than one such NSO or all NSOs collectively, as the context may justify.

21. "National Strategies for the Development of Statistics" or "NSDS" means the national strategies for the development of statistics for each Participating Country.
22. "NSS" means the national statistical system of each of the Participating Countries.
23. "NDP" means the national development plan of each Participating Country.
24. "Operating Costs" means the reasonable incremental expenses incurred by the Recipient in connection with Project implementation, including consumable materials and supplies, communications, mass media and printing services, vehicle rental, insurance, operation and maintenance, utilities, office rental and maintenance, charges for the opening and operation of bank accounts required for the Project, travel, lodging and *per diems*, and salaries of staff working on the Project (other than consulting services), but excluding salaries of officials of the Recipient.
25. "Participating Countries" means the countries participating in this regional Project, namely Benin, The Gambia, Guinea, Guinea-Bissau, Mali, Mauritania, Niger,

and Senegal. “Participating Country” means any one of the Participating Countries.

26. “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.
27. “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.
28. “Project Implementation Unit” or “PIU” means the Recipient’s implementation unit for the Project referred to in Section I.A.1 of Schedule 2 to this Agreement and Section I.A.1(b) of Schedule 2 to the Financing Agreement for Grant No. D1120 between the Recipient and the Association, dated April 17, 2016, as amended from time to time, and established pursuant to Decision No 112/2017/PCOM/UEMOA (*Portant Creation, Attribution et Composition de la Cellule d’Execution du Programme d’Harmonisation et de Modernisation des Enquetes sur les Conditions de Vie des Menages*) dated June 12, 2017.
29. “Project Operations Manual” means the Project’s implementation Manual referred to in Section I.B. of Schedule 2 to this Agreement.
30. “Regional Bodies” means the regional and sub-regional organizations participating in this regional Project, namely the African Union, the ECOWAS and the WAEMU.
31. “Regional Project Coordination Committee” or “RPCC” means the committee to be established by ECOWAS that shall: (A) be responsible for coordination of Project implementation among the Participating Countries and the Regional Bodies including, *inter alia*: (a) developing, coordinating and following up on implementation of statistical harmonization activities; and (b) monitoring and evaluation of Project implementation, as further described in the Project Operations Manual; (B) meet at least once a year; and (C) include representatives of all Participating Countries and Regional Bodies, as well as representatives of the Association and other entities as further described in the Project Operations Manual.
32. “Regional Statistical Program 2023-2027” means the regional program of statistical development activities validated on December 16, 2022, by ECOWAS

member states' expert statisticians for the period 2023-2027, aiming at developing a harmonized and coordinated regional statistical system.

33. "SHaSA2" means the second Strategy for the Harmonization of Statistics in Africa of January 2018.
34. "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.
35. "STATAFRIC" means the African Union Institute for Statistics, a specialized technical office of the African Union Commission, established pursuant to decision Assembly/AU/462 (XX) of January 27-28, 2013.
36. "Steering Committee" means the Recipient's committee referred to in in Section I.A.2 of Schedule 2 to this Agreement and established pursuant to Section I.A.2 of Schedule 2 to the Financing Agreement for Grant No. D1120 between the Recipient and the Association, dated April 17, 2016, as amended from time to time.
37. "Training" means the costs incurred for purposes of training 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.
38. "Umbrella Environmental and Social Management Framework" or "U-ESMF" means the umbrella environmental and social management framework for the Project, as the same may be amended from time to time in accordance with the provisions thereof, which the Recipient shall prepare, disclose, consult upon and adopt in accordance with the ESCP and in form and substance satisfactory to the Association.
39. "Umbrella Labor Management Procedures Framework" or "U-LMPF" means the umbrella labor management procedures framework for the Project, as the same may be amended from time to time in accordance with the provisions thereof, which the Recipient shall prepare, disclose, consult upon and adopt in accordance with the ESCP and in form and substance satisfactory to the Association.
40. "West African Economic and Monetary Union" or "WAEMU" means l'Union Economique et Monétaire Ouest Africaine (UEMOA) established and operating pursuant to a treaty signed in Dakar on January 10, 1994, as amended in 2003 (the Modified WAEMU Treaty).

41. “WAEMU Commission” means the Recipient’s commission established and operating pursuant to Article 26 of the Modified WAEMU Treaty.

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:

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

“79. “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.”

- (b) Paragraph 92 (Recipient) (Renumbered paragraph 90 (Recipient)) is modified to read as follows:

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