# **CREDIT NUMBER IDA 7558-CI**

# **Financing Agreement**

(Additional Financing for West Africa Coastal Areas Resilience Investment Project)

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### **CREDIT NUMBER IDA7558-CI**

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CÔTE D'IVOIRE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the Project. 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 credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of six million five hundred thousand Euros (EUR 6,500,000), as such amount may be converted from time to time through a Currency Conversion (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section 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 Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance, or such rate as may apply following a Currency Conversion.
- 2.05. The interest charge is the greater of: (i) the sum of one and a quarter percent (1.25%) per annum plus the basis adjustment to the Service Charge; and (ii) zero

- percent (0%) per annum; on the Withdrawn Credit Balance, or such rate as may apply following a Currency Conversion.
- 2.06. The Payment Dates are March 15 and September 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Euro.

#### ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall carry out Parts 2, 3 and 4 of the Project through the Ministry of Environment, Sustainable Development and Ecological Transition 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 Association has suspended in whole or in part the right of the WAEMU to make withdrawals under the WAEMU Financing Agreement.
  - (b) The ability of the Recipient to perform any of its obligations under this Agreement is materially and adversely affected by any amendment, suspension, abrogation, repeal, waiver or none-enforcement of the Abidjan Convention or any of the Additional Protocols.
- 4.02. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is July 30, 2024.

#### ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following: the Cofinancing Agreement has been executed and delivered, and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 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 minister of finance and budget.
- 6.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Ministry of Finance and Budget Avenue Marchand X Rue Lecoeur Immeuble SCIAM BP V 163 Abidjan Côte d'Ivoire; and

(b) the Recipient's Electronic Address is:

Facsimile: E-mail:

(+225) 27 20 30 25 28 c.infomef@finances.gouv.ci

- 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:

248423 (MCI) 1-202-477-6391

# AGREED as of the Signature Date.

# REPUBLIC OF CÔTE D'IVOIRE

Ву	Adama Coulibaly
	Authorized Representative
	Name: Adama Coulibaly
	Title: Minister of Economy and Finance
	Date: 20-Jun-2024

# INTERNATIONAL DEVELOPMENT ASSOCIATION

Marie-Chantal Uwanyiligira

Authorized Representative

Name: Marie-Chantal Uwanyiligira

Title: Country Director

Date: 19-Jun-2024

#### **SCHEDULE 1**

## **Project Description**

The objective of the Project is to strengthen the resilience of targeted communities and areas in coastal Western Africa.

The Project constitutes part of the Program and consists of the following parts:

#### **Part 1:** Strengthening Regional Integration

#### Part 1.1: Strategy and Financial Solutions

Establishment by WAEMU of the Regional Steering Committee with a view to reinforcing its coordination and integration capabilities in the regional sector and assist it in identifying, developing and mainstreaming new financing options for coastal resilience into development finance and regional dialogue and in developing a communication plan, and encompassing the financing of Operating Costs for the recruitment of technical expert for country relationships and the provision of consulting services and equipment.

## Part 1.2: Regional Coastal Zone Agreements and Protocols

Reinforcement and advancement by the IUCN of regional integration on integrated coastal zone management among the member states parties to the Abidjan Convention and other regional coastal and marine agreements of relevance, and encompassing the provision of consulting services and equipment as required: (i) to advance the implementation of the Abidjan Convention, of its Additional Protocols and, as the case may be, other regional agreements of relevance; (ii) to review the institutional and regulatory frameworks of the Participating Countries in view of harmonizing their national coastal and marine laws; (iii) to design a monitoring and tracking system on the progress made on the ratification and implementation of the Additional Protocols; and (iv) to organize engagement and regional meetings to underpin the provisions of the Abidjan Convention, of its Additional Protocols and of other regional agreements.

#### Part 1.3: Regional Coastal Observation

Operationalization by the IUCN of the West African Coastal Observatory, through the provision of consulting services and equipment as required for the IUCN: (i) to develop and establish collaboration protocols setting forth the terms for data collection, the sharing of information, and the carrying out of analyses useful to the governance and coastal zone management in West Africa; (ii) to develop a framework for national and regional coastal observation indicators to generate the annual "State of the Western Africa Coast" report; (iii) to validate regional coastal areas information sharing platforms and monitoring

systems; and (iv) to develop knowledge products including synthesis publications and products and services to improve communication with various stakeholders.

# Part 1.4: Regional Implementation Support

Operationalization by the IUCN of a holistic and capacity-building RISU for the regional aspects of Project management, including its fiduciary aspects, monitoring (including of safeguard mitigation measures) and evaluation, knowledge generation and management, communication, as well as for critical cross-cutting institutional support in the Participating Countries, and encompassing the provision of equipment, consulting services, training and the financing of Operating Costs as required to RISU in: (i) assisting new countries join the Program; (ii) support the Regional Steering Committee on organizational matters, including with the preparation of the material needed for strategic decision-making at regional level; (iii) strengthening the capacities of WAEMU to efficiently perform core Project management functions, including operational planning, financial management, procurement arrangements, and environmental and social safeguards policies; (iv) enhancing its monitoring and evaluation systems, including routine health management and information systems and other data sources; (v) managing the operational research program implemented by its national and regional institutions; (vi) designing and implementing impact evaluation studies to measure impact of Project interventions; and (vii) coordinating the roles of the existing Western Africa national and regional institutions to better support the planned Project activities.

#### Part 2: Strengthening the Policy and Institutional Framework

Development by the Recipient of the adequate policy framework and the necessary tools for the articulation and/or operationalization of its coastal management strategies and plans, respecting national and regional positive and negative externalities, through provision of consulting services required to develop and operationalize coastal management and land use strategies and action plans at the central and local levels and promote effective management of transboundary coastal ecosystems and spatial planning, and encompassing (i) the review of the existing coastal-related laws and regulations of the Recipient and the elaboration of recommendations to harmonize them and fill any existing gaps; (ii) the development of guidelines for environmental and social impact assessments for coastal planning and infrastructure and for regional and strategic assessments, the development of contingency plans for events with transboundary impacts, and the identification and designation of protected areas in the Recipient's territory; (iii) the development of the Recipient's blue economy broadly, through review of strategies for extractive industries, energy, fisheries and marine biodiversity, maritime transport, tourism, climate change, and waste management; (iv) the establishment of public-private partnerships to help mobilizing additional resources to finance the integrated coastal management agenda; (v) the development and support of the implementation of preparedness, response and management strategies associated with coastal erosion, inundation, and pollution aimed to improve the interaction of the Recipient's national hydrological and meteorological agencies with its disaster management structures; (vi) the

establishment and strengthening of the Recipient's national coastal observatories; and (vii) the establishment and strengthening of the Recipient's safety-at-sea national systems, including through the provision of equipment as required therefor.

## Part 3: Strengthening National Physical and Social Investments

#### Part 3.1: Physical Investments

Carrying out by the Recipient of Subprojects, their complementary technical studies, and development of the related environmental and social impact assessments, including management plans, as required to underpin innovative approaches aiming at increasing climate resilience in key coastal areas, and encompassing the provision of works, goods, non-consulting and consulting services, and equipment as required therefor.

## Part 3.2: Social Subprojects

Carrying out by the Recipient of Social Subprojects, participatory risk assessments to enhance community resilience, health, safety and livelihoods, awareness raising activities on perceived imminent climate change risks, a participatory process for relocation planning and decision-making, socio-economic monitoring for the implementation of decisions on any such relocation and to assist, as the case may be, with future planned relocations, all through the provision of works, goods, non-consulting services, consulting services, workshops, training and equipment as required therefor.

#### Part 4: National Coordination

Strengthening by the Recipient of the PIU to ensure day-to-day Project management and that the Project is implemented with coordinated support from technical and financial partners and thereby address the most pressing needs for management of the coastal zone, through the delivery of national workshops and the carrying out of meetings and priority communication activities, and entailing the provision of consulting' services, goods, and the financing of Operating Costs.

#### **SCHEDULE 2**

#### **Project Execution**

#### **Section I.** Implementation Arrangements

#### A. Institutional Arrangements and Implementation Modalities

## 1. MESDET

At the national level, the Recipient shall ensure the Ministry of Environment, Sustainable Development and Ecological Transition leads the implementation of the Project and carry out the overall coordination of the Project.

## 2. National Steering Committee

The Recipient shall, through the Ministry of Environment, Sustainable Development and Ecological Transition, ensure that the Inter-ministerial Committee for the Fight Against Coastal Erosion is maintained throughout Project implementation, under terms of reference and with qualified and experienced members in adequate number, all satisfactory to the Association, to carry out the functions of the National Steering Committee. The National Steering Committee shall be vested with responsibility for making decisions on the overall direction of the Program and for oversight of the Project Implementation Unit during Project implementation. The National Steering Committee shall be chaired by Prime Minister or his/her representative and its composition shall include, *inter alia*, the relevant government officials and stakeholder representatives of the Recipient. The MESDET shall act as the Secretariat to the National Project Coordinator. The National Steering Committee shall meet at least twice each Fiscal Year to undertake, inter alia: (i) the review and approval of the draft AWP&B; and (ii) the assessment of Project progress against the current AWP&B and the approval of the semi-annual Project Reports. The National Project Coordinator shall be responsible for providing summaries of implementation progress and results from the monitoring and evaluation activities under the Project to the National Steering Committee at each meeting, with the NSC making the decisions on any necessary adjustments to Project implementation resulting therefrom.

### 3. Project Implementation Unit

The Recipient shall, through the Ministry of Environment, Sustainable Development and Ecological Transition, maintain, within its structure, throughout Project implementation, the Project Implementation Unit headed by the National Project Coordinator to be appointed by the Minister of Environment, Sustainable Development and Ecological Transition and comprising a technical team with

expertise on all relevant disciplines, all satisfactory to the Association and under terms of reference and with resources adequate for its mandate, including: (i) an institutional development specialist; (ii) a communication specialist; (iii) a monitoring and evaluation specialist; (iv) an environmental and safeguards specialist; (v) a social development, safeguards, and gender specialist; (vi) a procurement specialist; (vii) a procurement assistant; (viii) a financial management specialist; (ix) an internal auditor; and (x) an officer accountant, all in a manner satisfactory to the Association. The PIU shall be responsible for: (i) day-to-day coordination of the Project at the national level, fiduciary responsibilities under the Project and liaising at the regional level with the RISU and the other regional entities involved in Project activities; (ii) provision of support to counterpart institutions in the implementation of Project activities; (iii) the management of procurement for national Project activities; (iv) the assessment of the impacts under the Project; and (v) the preparation and consolidation of the AWP&Bs and reports from all contracted parties at the local level with a view to submit consolidated documents to the NSC.

#### 4. <u>Technical Committee</u>

The Recipient shall, through the Ministry of Environment, Sustainable Development and Ecological Transition, under terms of reference satisfactory to the Association, maintain throughout Project implementation, a Technical Committee comprising the representatives of the sectors and entities concerned with coastal management and involved in Project implementation to ensure smooth technical coordination among them.

### B. Subprojects and Social Subprojects

### 1. Subprojects

The Recipient shall, through the PIU, carry out, or cause the Subprojects to be carried out, under Part 3.1 of the Project, as such Subprojects shall be: (i) identified on the basis of a Coastal Management Plan and in accordance with the provisions and criteria set forth in the PIM; and (ii) selected and included in the AWP&B to be submitted for the approval of the National Steering Committee.

#### 2. <u>Social Subprojects and Social Subproject Agreements</u>

(a) In order to foster a demand-driven implementation of Part 3.2 of the Project, Social Subprojects shall be: (i) identified in accordance with the provisions and criteria set forth in the PIM; and (ii) selected and proposed for consideration by a Beneficiary on the basis of a participatory consultative process led by the PIU and included in the AWP&B to be submitted for the approval of the National Steering Committee.

- (b) The Recipient, through the MESDET, shall cause the PIU to conclude in a timely manner and under terms and conditions satisfactory to the Association, Social Subproject Agreements with Beneficiaries to facilitate the carrying out of Part 3.2 of the Project and whereby the PIU shall make a portion of the proceeds of the Credit available to the Beneficiary in an efficient and timely manner and under a suitable legal, regulatory and administrative framework to ensure the Credit is used for the intended purposes. To that end, for each Social Subproject proposed for financing under the Credit, the PIU shall conclude a Social Subproject Agreement with a Beneficiary whereby the PIU shall:
  - (i) transfer a portion of the proceeds of the Credit allocated from time to time to Category (1)(b) to the Beneficiary, on a non-reimbursable basis, for the purposes of carrying out a Social Subproject;
  - (ii) require the Beneficiary: (A) to carry out the Social Subproject with due diligence and efficiency and in accordance with sound technical, coastal management, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the ESMF, the ESIA (including the ESMP), the RPF and/or the RAP, as the case may be, the Project Implementation Manual, and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Association; and (B) to provide, promptly as needed, the resources required for the purpose; and
  - obtain rights and specify the Beneficiary's obligations adequate to (iii) protect the interests of the Recipient and those of the Association, including: (A) the right to suspend or terminate the right of the Beneficiary to use the proceeds of the Credit or to obtain a refund of all or any part of the amount of the Credit then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Social Subproject Agreement; (B) if applicable, the Beneficiary's obligation to maintain policies and/or procedures adequate to enable it to monitor and evaluate in accordance with the Monitoring and Evaluation Indicators, the progress of Part 3.2 of the Project and the achievement of its objective; (C) the Beneficiary's obligation: (aa) if applicable, to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Social Subproject; and (bb) if applicable and at the Recipient's or the Association's request, to have such financial statements audited

by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (D) the right to enable the Recipient and the Association to inspect the Social Subproject, its operation and any relevant records and documents; and (E) the Beneficiary's obligation to prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

(c) The Recipient shall ensure the PIU exercise its rights and carry out its obligations under the Social Subproject Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit. Except as the Association shall otherwise agree, the Recipient shall ensure the PIU does not assign, amend, abrogate or waive the Social Subproject Agreements or any of their provisions. Notwithstanding the foregoing, if any of the provisions of a Social Subproject Agreement is inconsistent with the provisions of this Agreement or the Project Implementation Manual, the provisions of this Agreement and those of the Project Implementation Manual shall prevail and govern.

## C. Safeguards

The Recipient, through the PIU, shall take all action necessary on its behalf:

- (a) (i) to comply with the ESMF and to carry out the ESIA (including the ESMP) with due diligence and efficiency; (ii) to ensure that the relevant mitigation and monitoring provisions of the ESIA (including the ESMP) are appropriately included in the works, goods, services and training contracts to be concluded under Parts 2 and 3 of the Project and under the Subprojects and Social Subprojects and that they are implemented in the carrying out of said Parts 2 and 3 of the Project, the Subprojects and Social Subprojects; and (iii) to maintain the Recipient and the Association suitably informed of the progress in the implementation of the ESIA (including the ESMP) through the information to be prepared and furnished to the Recipient pursuant to the provisions of Section II.A of this Schedule;
- (b) (i) to comply with the RPF and to carry out the RAP(s) with due diligence and efficiency and at all times provide the funds necessary therefor; (ii) to adequately monitor and evaluate the carrying out of the activities provided in the RAP(s) in the carrying out of the Subprojects and Social Subprojects; and (iii) to maintain the Recipient and the Association

- suitably informed of the progress in the implementation of the RAP(s) through the information to be prepared and furnished to the Recipient pursuant to the provisions of Section II.A of this Schedule; and
- (c) to ensure that no works are commenced under Part 3 of the Project, until and unless: (i) the Recipient shall have verified, through its own staff, outside experts, or existing environmental/social institutions, that the Subproject and Social Subproject, as the case may be, meets the coastal, environmental, social and safety requirements, if applicable, of appropriate national and local authorities and that it complies with the review procedures set forth in the ESMF and/or RPF, as the case may be, and the provisions of the Project Implementation Manual; and (ii) if required, the Recipient shall have prepared and adopted the ESIA (including the ESMP) and/or the RAP, as the case may be, and the same documents have been consulted upon and disclosed in-country and in the Association's website as approved by the Association.

## D. Training

For the purposes of the capacity building training to be provided under Parts 2, 3 and 4 of the Project and to be delivered through courses, study tours, workshops and conferences, the Recipient shall:

- (a) furnish to the Association for its approval, not later than November 30 of each calendar year, a training program developed on the basis of a comprehensive needs assessment and including an explanation of how such training is consistent and conducive to the objectives of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;
- (b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and
- (c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each training and the benefits to be derived therefrom.

### E. Project Implementation Manual

The Recipient shall: (i) take all action required to carry out Parts 2, 3 and 4 of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual; (ii) submit recommendations to the

Association for its consideration for changes and updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objectives of out Parts 2, 3 and 4 of the Project; and (iii) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the Association's prior agreement. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

# F. Annual Work Plans and Budgets

- 1. The Recipient shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association, not later than November 30 in each calendar year, for the Association's consideration, an AWP&B setting forth the activities to be included under Parts 2, 3 and 4 of the Project for the following calendar year, such AWP&B to include an implementation schedule and budget and financing plan therefor.
- 2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on such proposed AWP&B and, thereafter, shall implement the AWP&B with due diligence and efficiency as shall have been approved by the Association and the National Steering Committee.

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

- 1. The Recipient shall furnish to the Association each Project Report for Parts 2, 3 and 4 of the Project not later than one (1) month after the end of each calendar semester, covering the calendar semester.
- 2. The Recipient shall maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Monitoring and Evaluation Indicators, the carrying out of Parts 2, 3 and 4 of the Project and the achievement of the objective thereof.

#### C. Grievance Mechanism

The Recipient shall take all action required on its behalf to establish and thereafter maintain and operate, a functional grievance handling mechanism for Parts 2, 3 and 4 of the Project, with adequate staffing and processes for registering grievances and acceptable to the Association, thereby ensuring the ongoing improvement on service delivery under Parts 2, 3 and 4 of the Project.

## 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 Credit Allocated	Percentage of Expenditures to be Financed
	(Expressed in EUR)	(Exclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, training, workshops and Operating Costs for Part 3.1 of the Project	6,500,000	Up to 100% as set forth in the Annual Workplan and Budget approved by the Association
TOTAL AMOUNT	6,500,000	

For the purposes of the table set forth above:

- (a) the term "training" means expenditures incurred by the Recipient to finance the cost under Part 3.1 of the Project of: (i) the training received or provided in-country or abroad, including its fees and the pedagogical materials; and (ii) the travel, accommodations, per diem and insurance for the training received or provided outside the Recipient's territory as well as study tours inside the Recipient's territory or abroad; and
- (b) the term "workshop" means expenditures incurred by the Recipient to finance the cost under Parts 3.1 of the Project of: (i) workshops organized

in-country, including fees, meeting rooms, and equipment rental and materials; and (ii) the travel, accommodations, per diem, loss of revenue compensation and insurance for the participants to the workshops organized in-country.

# 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; or
  - (b) to finance expenditures for cash payments for compensation or other cash payments for assistance due to a Displaced Person or for the cost of land acquisition related to the activities to be carried out under the Project.
- 2. The Closing Date is December 30, 2025.

# **SCHEDULE 3**

# **Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing September 15, 2029, to and including March 15, 2049	1.65%
commencing September 15, 2049, to and including March 15, 2054	3.40%

<sup>\*</sup> The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to [Section 3.05 (b)] <sup>38</sup>[renumbered Section 3.0\_ (b) (originally numbered Section 3.0\_ (b))] of the General Conditions.

#### **APPENDIX**

#### **Definitions**

- 1. "Abidjan Convention" and "ABC" means, each, the "Convention for Co-operation in the Protection and Development of the Marine and Coastal environment of the West and Central African Region", whose mandate is to create a common approach and policy for coastal zone management and which sets forth an overarching legal framework for all marine-related programmes in West, Central and Southern Africa for the Recipient, the Republic of Angola, Benin, the Republic of Cameroon, the Republic of Cape Verde, the Republic of Congo, the Democratic Republic of Congo, the Republic of Equatorial Guinea, the Republic of Gabon, Gambia, the Republic of Ghana, the Republic of Guinea-Bissau, the Republic of Liberia, Mauritania, the Republic of Namibia, the Federal Republic of Nigeria, Sao Tome and Principe, Senegal, the Republic of Sierra Leone and Togo.
- 2. "Additional Protocols" means, individually and indistinctively, the "Protocol Concerning Cooperation in Combating Pollution in Cases of Emergency in the Western and Central Africa Region", entered into force on August 5, 1984, and the "Additional Protocol to the Abidjan Convention Concerning Cooperation in the Protection and Development of Marine and Coastal Environment from Land-Based Sources and Activities in the Western, Central and Southern African Region", concluded on June 22, 2012, both signed among the member countries party to the Abidjan Convention; and "Additional Protocol" means individually each and any of the Additional Protocols.
- 3. "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.
- 4. "Basis Adjustment to the Interest Charge" means the Association's standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association and expressed either as a positive or negative percentage per annum.
- 5. "Basis Adjustment to the Service Charge" means the Association's standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association and expressed as a percentage per annum.

- 6. "Beneficiary" means a local municipality or *commune* (the Recipient's smallest territorial division for administrative purposes), a local group, an association, a non-governmental organization or another entity selected in accordance with the provisions of the Project Implementation Manual (as hereinafter defined) for the purposes of preparing and carrying out a Social Subproject (as hereinafter defined) under Part 3.2 of the Project; and the term "Beneficiaries" means more than one Beneficiary, collectively and indistinctively.
- 7. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 8. "Centre de Suivi Ecologique" and "CSE" means, each, the Ecological Monitoring Center located in Dakar, Senegal, a public utility association whose core activities include environmental monitoring, natural resources management and conducting environmental impact assessments.
- 9. "Coastal Management Plan" means an integrated coastal zone management plan developed by the Recipient on the basis of economic, political, technical and multi-hazard risk analysis and a participatory approach, listing priority actions for mitigating climate change impacts on the coast while also addressing sound and sustainable coastal zone management.
- 10. "Co-financier" means the Spanish Agency for International Development Cooperation (*Agencia Española de Cooperación Internacional para el Desarrollo*), a Spanish autonomous agency responsible for the management of the government's international development cooperation policy and established pursuant to Royal Decree 1403/2007 of October 26.
- 11. "Co-financing" means for the purposes of paragraph 14 of the Appendix to the General Conditions, an amount of [EUR 30,000,000], to be provided by the Co-financier to assist in financing the Project.
- 12. "Co-financing Agreement" means the agreement to be entered into between the International Development Association and the Co-financier providing for the Co-financing.
- 13. "Displaced Person" means a person who as a result of: (i) the involuntary taking of land under the Project is affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood; or (iii) the implementation of the planned relocation activities developed under Part 3.2 of the Project, relocates under Part 3.1 of the Project.

- 14. "Environmental and Social Impact Assessment" or "ESIA" means, each, a site-specific report, to be prepared by the Recipient in accordance with the parameters laid down in the ESMF (as hereinafter defined) and acceptable to the Association, identifying and assessing the potential environmental and social impacts of the activities to be undertaken under the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures.
- 15. "Environmental and Social Management Framework" or "ESMF" means, each, the environmental and social management framework adopted by the Recipient and disclosed in-country and in the Association's website on November 15, 2017, which: (i) sets forth the standards, methods and procedures specifying how activities under the Project whose location, number and scale are presently unknown shall systematically address environmental and social issues in the screening and categorization, sitting, design, implementation and monitoring phases during Project implementation; (ii) systematizes the environmental and social impact assessments, be they limited impact assessments or full impact assessments, required for such activities before Project execution; and (iii) stipulates the procedures to be used for the preparation and approval of a sitespecific Environmental and Social Impact Assessment and a site-specific Environmental and Social Management Plan (as hereinafter defined) for any site where there exists environmental and social issues of a type and scale sufficient to trigger safeguard concerns.
- 16. "Environmental and Social Management Plan" or "ESMP" means, each, a site-specific environmental and social management plan to be prepared by the Recipient in accordance with the parameters laid down in the ESMF and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the activities under the Project to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.
- 17. "Fiscal Year" means the twelve (12) month period corresponding to any of the Recipient's fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.
- 18. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (Last revised on July 15, 2023).
- 19. "Inter-ministerial Committee for the Fight Against Coastal Erosion" means the Recipient's *Comité interministériel pour la lutte contre l'érosion côtière* established and functioning pursuant to the Recipient's Decree/Order No. 990/PMMD/CAB dated October 21, 2011.

- 20. "International Union for Conservation of Nature and Natural Resources" or "IUCN" means the International Union for Conservation of Nature and Natural Resources, an international association of governmental and non-governmental organizations created in 1948 and operating under the Regulations adopted in Montreal in 1996 (amended to the date of this Agreement) which aims to provide public, private and non-governmental organizations with knowledge and tools to enable human progress, economic development and nature conservation to take place together.
- 21. "Ministry of Environment, Sustainable Development and Ecological Transition" or "MESDET" means, each, the *Ministère de l'Environnement, du Développement Durable et de la Transition Ecologique*, or any successor thereto.
- 22. "Monitoring and Evaluation Indicators" means the agreed monitoring and evaluation indicators set forth in the Monitoring and Evaluation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the implementation of Parts 2, 3 and 4 of the Project and the degree to which the objective thereof is being achieved.
- 23. "Monitoring and Evaluation Manual" and "MEM" means, each, the manual to be adopted by the Recipient setting forth the Monitoring and Evaluation Indicators, as the same may be amended from time to time with the agreement of the Association.
- 24. "National Project Coordinator" means the coordinator to be appointed by the Recipient to head the PIU (as hereinafter defined) pursuant to the provisions of Section 5.01 (b) of this Agreement.
- 25. "National Steering Committee" or "NSC" means, each, the governance body to be established by the Recipient pursuant to the provisions of paragraph 2 of Section I.A of Schedule 2 to this Agreement.
- 26. "Operating Costs" means incremental recurrent expenditures incurred by the Recipient on account of implementation of Parts 2, 3 and 4 of the Project, and which consist of the costs of dissemination of Project related information, travel, lodging and per diem for field trips, vehicle rent, supplies and utilities, salaries of contractual staff (thus excluding civil servants on the Recipient's payroll), mail, advertisement, translation, commercial bank charges, insurance, communication, office equipment and maintenance, hardware and software, and rent of premises, and which Operating Costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.
- 27. "Participating Countries" means, collectively and indistinctively, the Participating Countries, being the Recipient, Benin, Mauritania, São Tomé and Príncipe,

- Senegal and Togo, and "Participating Country" means individually each and any of the Participating Countries.
- 28. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated September 2023.
- 29. "Project Implementation Manual" or "PIM" means, each, the manual to be adopted by the Recipient for the purposes of defining the detailed implementation arrangements for the Project, and including: (i) the operational manual describing the Project activities and implementation arrangements; (ii) the procurement manual; (iii) the financial management manual; (iv) the monitoring and evaluation manual; and (v) the grievance handling mechanism manual, as the same may be amended from time to time with the agreement of the Association.
- 30. "Project Implementation Unit" or "PIU" means, each, the unit within the MESDET vested with the responsibility for Project implementation pursuant to the provisions of paragraph 3 of Section I.A of Schedule 2 to this Agreement.
- 31. "Regional Steering Committee" and "RSC" means, each, the guidance body to be established by WAEMU within its structure pursuant to the provisions of paragraph 2 of Section I.A of Schedule 2 of WAEMU Financing Agreement.
- 32. "Resettlement" means: (i) the involuntary (i.e., an action that may be taken without a person's informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation; or (iii) the relocation carried out under Part 3.1 of the Project as a result of the implementation of the planned relocation activities developed under Part 3.2 of the Project.
- 33. "Resettlement Action Plan" or "RAP" means a site-specific resettlement and rehabilitation action plan to be prepared in accordance with the parameters laid down in the RPF (as hereinafter defined), acceptable to the Association, and to be developed by the Recipient for the Displaced Persons located permanently or temporarily in a Project area which involves Resettlement, and covering the following: (i) a baseline census and socioeconomic survey information; specific compensation rates and standards; policy entitlements related to any additional impacts identified through the census or survey; description of Resettlement sites

and programs for improvement or restoration of livelihoods and standards of living; an implementation schedule for Resettlement activities; and detailed cost estimate; (ii) measures designed to ensure that the Displaced Persons: (A) are informed about their options and rights pertaining to Resettlement, consulted on, offered choices among, and provided with technically and economically feasible Resettlement alternatives; and (B) provided prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project; (iii) if the impacts include physical relocation, that the displaced persons are: (A) provided assistance (such as moving allowances) during relocation; (B) provided with residential housing, or housing sites, or, as required, agricultural sites for which a combination of productive potential, locational advantages, and other factors is at least equivalent to the advantages of the old site; and (C) offered support after displacement, for a transition period, based on a reasonable estimate of the time likely to be needed to restore their livelihood and standards of living; (iv) affordable and accessible grievance procedures, taking into account the availability of judicial recourse and community and traditional dispute settlement mechanisms; and (v) provided with development assistance in addition to compensation measures, such as land preparation, credit facilities, training, or job opportunities.

- 34. "Resettlement Policy Framework" or "RPF" means the resettlement policy framework adopted by the Recipient and disclosed in-country and in the Association's website on November 14, 2017, setting forth, *inter alia*, a description of the Project and components for which land acquisition and Resettlement are required, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving a site-specific Resettlement Action Plan.
- 35. "Regional Implementation Support Unit" or "RISU" means, each, the unit to be established by within the IUCN at the regional level to assist the Participating Countries in implementing their activities related to the Project and to coordinate them with the regional activities to be carried out by WAEMU and facilitate access to the remaining countries in the West Africa region to join the Project based on the fulfillment of the readiness criteria.
- 36. "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.
- 37. "Social Subproject" means a specific development project which is inclusive of women and other marginalized groups selected in accordance with the provisions of the Project Implementation Manual and proposed to be carried out by a Beneficiary under Part 3.2 of the Project, in part through the utilization of the proceeds of the Credit, and which consists of: (i) investments for community development solutions such as climate resilient community development, small

works (such as rehabilitation of small public infrastructures damaged by floods or erosion, cleaning of natural canals, cleaning and improvement of the performance of drainage canals, and de-silting and reforestation of vulnerable areas prone to river and/or oceans flooding) and land and water management practices in watersheds and areas of high ecosystem value; and (ii) income generating activities and business development preparedness activities for climate and disaster risk reduction and diversification of livelihoods.

- 38. "Social Subproject Agreement" means an agreement to be concluded between the PIU and a Beneficiary and pursuant to which the PIU shall make a portion of the proceeds of the Credit available to the Beneficiary for the purpose of carrying out a Social Subproject.
- 39. "Subproject" means a specific development project selected in accordance with the provisions of the Project Implementation Manual and proposed to be carried out by under Part 3.1 of the Project, in part through the utilization of the proceeds of the Credit, and which consists of investments to prevent further degradation of hotspots and/or long-term planning and management of the coast, including for erosion control, flood control, pollution control, encompassing: (i) protection work of coastal areas, through green infrastructures (including, inter alia, dune fixation, wetland and mangrove restoration, beach replenishment, natural habitats management such as reduction of invasive species encroachment) and grey infrastructures (including, inter alia, construction of breakwaters, seawalls, revetments, groynes and dikes); (ii) flood control operations, through rehabilitation of flood banks, rehabilitation and management of natural flood areas (including, inter alia, dredging of rivers), rehabilitation and/or improvement of existing drainage systems in coastal, urban and rural areas, and land and water management practices in watersheds and areas of high ecosystem value; (iii) pollution control and waste management, through industrial and municipal waste and effluent management; solid waste management in coastal hotspots, with special emphasis on marine litter, improved collection, segregation and disposal practices of plastic waste, improved practices for reduction of hazardous material (chemicals, heavy metals, etc.), pollution prevention and control measures of oil spills; (iv) coastal adaptation measures to climate change; and (v) implementation of the planned relocation activities developed under Part 3.2 of the Project, through the construction of residential housing and infrastructures (such as roads and social infrastructures), the provision of construction materials, and the restoration of livelihoods and standards of living.
- 40. "Technical Committee" means the technical body to be established by Recipient pursuant to the provisions of paragraph 4 of Section I.A of Schedule 2 to this Agreement.
- 41. "West Africa Economic and Monetary Union" and "WAEMU" means, each, *l'Union économique et monétaire ouest-africaine*, the organization established in

1994 to promote economic integration among the countries that share the franc of the Financial Community of Africa as a common currency and comprising eight states (the Recipient, Benin, Burkina Faso, the Republic of Guinea Bissau, Mali, the Republic of Niger, Senegal, Togo) within the Economic Community of West African States Organization.

- 42. "Western Africa" means the region of seventeen coastal countries and island states in Western Africa between the Sahara Desert and the Gulf of Guinea, and which includes the Participating Countries.
- 43. "West Africa Coastal Observatory" means the information decision support system to be operationalized under Part 1.3 of the Project by IUCN pursuant to the Dakar Declaration dated May 18, 2011, signed by the ministers responsible for the environment and coastal erosion of the Recipient, Benin, the Republic of The Gambia, the Republic of Ghana, the Republic of Guinea, the Republic of Guinea Bissau, the Republic of Liberia, Mauritania, Senegal, the Republic of Sierra Leone and Togo, with the purpose of monitoring the evolution of their coastal areas and guiding decisions in terms of planning and coastal risk reduction, thereby providing regional and national policy makers and institutions with coastal-related and climate change information and the necessary knowledge base to improve coastal zone management.