
CREDIT NUMBER 7562-CI

Financing Agreement

(Water Security and Sanitation Support Project -
under Phase 1 of the Côte d'Ivoire Water Security Program Using the Multiphase
Programmatic Approach)

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CÔTE D'IVOIRE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — CREDIT

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Non-concessional Financing for purposes of the General Conditions, in the amount of two hundred and thirty one million nine hundred thousand Euros (€231,900,000), as such amount may be converted from time to time through a Currency Conversion (“Credit”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent ($\frac{1}{4}$ of 1%) of the Credit amount.
- 2.04. The Commitment Charge is one-quarter of one percent ($\frac{1}{4}$ of 1%) per annum on the Unwithdrawn Credit Balance.
- 2.05. The Interest Charge is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.09(e) of the General Conditions.
- 2.06. The Recipient elects to apply the Automatic Rate Fixing Conversion to the Credit. Accordingly, without limitation upon the provisions of Article IV of the General Conditions and unless otherwise notified by the Recipient to the Association in accordance with the provisions of the Conversion Guidelines, the interest rate basis applicable to the aggregate principal amount of the Credit withdrawn during each Interest Period shall be converted from the initial Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread for the full maturity of such amount in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

- 2.07. The Payment Dates are June 15 and December 15 in each year.
- 2.08. The principal amount of the Credit shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall carry out Parts 1, 3.1, 3.2 and 4 of the Project (“Recipient’s Respective Part of the Project”) and cause Part 2 of the Project to be carried out by ONEP (“ONEP Respective Part of the Project”) and Part 3.3 of the Project to be carried out by ONAD (“ONAD Respective Part of the Project”), in accordance with the provisions of Article V of the General Conditions, and Schedule 2 to this Agreement.
- 3.02. Without limitation to the provisions of paragraph 3.01 above, the Recipient shall cause the Project Implementing Entities to participate in the carrying out of the Project Implementing Entities Respective Parts of the Project in accordance with the terms and conditions of the Subsidiary Agreements to be entered into between the Recipient and the Project Implementing Entities in accordance with Section I.B of Schedule 2 to this Agreement.
- 3.03. Without limitation to the provisions of paragraph 3.01 and 3.02 above, the Recipient shall ensure that the Project Implementing Entities carry out the Project in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The ONAD Governing Documents have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under its Respective Part of the Project; and
 - (b) The ONEP Governing Documents have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under its Respective Part of the Project.
 - (c) The Project Implementing Entities shall have failed to comply with any of their obligations under the Subsidiary Agreements to be entered into between the Recipient and the Project Implementing Entities in accordance with Section I.B of Schedule 2 to this Agreement.

- 4.02. The Additional Event of Acceleration consists of the following, namely, that any of the events specified in paragraphs (a) and (b) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.02. 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 years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister in charge 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

By

Adama Coulibaly

Authorized Representative

Name: Adama Coulibaly

Title: Minister of Economy and Finance

Date: 22-Jun-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Marie-Chantal Uwanyiligira

Authorized Representative

Name: Marie-Chantal Uwanyiligira

Title: Country Director

Date: 20-Jun-2024

SCHEDULE 1

Project Description

The objectives of the Project are to strengthen the management of water resources and increase access to safely managed water and sanitation services in selected regions of Côte d'Ivoire.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

Part 1. Mobilization and Management of Water Resources

1.1 Rehabilitation of Dams.

- (a) Supporting the rehabilitation of dams, by (i) carrying out feasibility and other technical studies for the rehabilitation of dams; and (ii) rehabilitating existing small and large water storage dams for multi-purpose uses.
- (b) Supporting the operation of rehabilitated dams by: (i) developing and implementing an operation and maintenance plan for each of the dams rehabilitated under Part 1.1(a)(ii), which includes provisions on organizational structure, staffing, technical expertise, and training required; equipment and facilities needed to operate and maintain the dam; O&M procedures; a budget and arrangements for funding O&M, including long-term maintenance and safety inspections, as well as a complementary study on the institutional arrangements for O&M of the dams based on IWRM principles; and (ii) carrying out public awareness activities on hygiene and pollution of water and training on economic opportunities for the surrounding communities.

1.2 Improving the knowledge and management of water resources.

- (a) Rehabilitating or establishing new hydrological stations with telemetric hydrometric data readings; (b) strengthening water monitoring through the mapping of groundwater and the installation of piezometers; (c) prospecting new groundwater resources through analytical work for the identification of high potential sites and their classification/protection for future drilling; (d) developing an annual water report for the sector; and (e) strengthening the Department of Hydrology through the construction of a new building, its equipment for data collection, storage and analysis, training and institutional support.

1.3 Implementation of IWRM at the Local Level.

- (a) (i) Supporting MINEF for the update and development of the primary (decrees) and secondary (arrêtés) regulation to implement IWRM at the local level; (ii) the development of a geographical information system of water resources in collaboration with MINHAS; (iii) the construction of a dedicated building for IWRM, including a water resources data center and other functions of water resources entities; and (iv) the design and implementation of a communication campaign, capacity building and other activities needed to implement IWRM locally.
- (b) Piloting the implementation of IWRM in the Bandama basin, by: (i) carrying out a survey on the modalities of implementation of IWRM in the basin, and establishing the recommended institutional arrangements; (ii) mapping water pollution sources and remedial actions; (iii) developing a master plan and studies for the mobilization of water resources and organizing meetings with potential development partners for the financing of its implementation.

Part 2. Improving Access to Drinking Water Services

- 2.1 (a) Constructing and rehabilitating water supply systems, using the water from rehabilitated dams and groundwater, including the construction or rehabilitation of water treatment stations, the distribution network, storage tanks, household connections and communication campaigns; (b) strengthening ONEP's capacities to monitor the quality of the water.
- 2.2 Constructing multi-village systems in rural areas and small towns, including boreholes, solar or other sources of energy powered-pumps, reservoirs and connections to households, including training and study tours.
- 2.3 Improving water supply in health centers and schools, by providing water storage for health centers and piped water supply for primary and secondary rural schools.

Part 3. Improving Access to Sanitation and Hygiene Services

- 3.1 (a) Constructing household latrines in rural areas, including training very small enterprises and carrying out communication campaigns; and (b) constructing women-led sanitation huts and providing training for women in managing household waste, maintaining family and school toilets, and creating small liquid and solid soap manufacturing units, gardening and producing compost.
- 3.2 Improving sanitation and hygiene in schools and health centers.

(a) Constructing latrines in schools and health centers (with sensitization of users) and operating and maintaining them; and (b) training and sensitization on hygiene and facilitating the delivery of menstrual hygiene products.

3.3 Improving fecal sludge management in secondary cities.

(a) Carrying out preliminary studies, constructing or extending and equipping fecal sludge treatment plants and carrying out sensitization campaigns and training of professional sludge removers; (b) promoting the use of treated fecal sludge for biofertilizers and biogas potential development of biofertilization, collaborating with research and development centers on the generation of value from fecal sludge; (c) developing and implementing sanitation and drainage master plans in major cities, including detailed technical studies of drainage and sanitation and strategic environmental and social assessments; and (d) collaboration with local actors to curb unauthorized waste dumping.

Part 4: Institutional Strengthening and Project Management

4.1 Institutional Strengthening.

(a) Providing technical assistance including analytical work, training, study tours and other capacity building activities for the restructuring of ONEP into an asset holding company and strengthening of its capacity to monitor non-revenue water; (b) strengthening the government's capacities to award, negotiate and monitor the implementation of an *affermage* contract for the supply of water services in Côte d'Ivoire and (c) support to ONEP for monitoring the results of the non-revenue water pilot in Koumassi.

4.2 Project Management.

Management and oversight of the Project and coordination of its activities, including: (a) establishment and operation of a dedicated unit for the coordination of the Project, monitoring and evaluation; (b) compliance with dam safety, environmental, social, fiduciary and other requirements for the implementation of the Project; (c) provision of Resettlement Costs (including cash compensation and/or other assistance paid for involuntary resettlement) in connection with implementation of the relevant resettlement action plans prepared, consulted, adopted and published in accordance with the RPF; and (d) verification of results.

Part 5: Contingency Emergency Response

Providing immediate response to an Eligible Crisis or Health Emergency.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. General

- (a) The Recipient shall designate and charge the Project Coordination Unit (“PCU”) under MINHAS with overall coordination of Project activities.
- (b) The Recipient shall ensure that the following implementation arrangements are maintained throughout the period of implementation of the Project.

2. Project Steering Committee

- (a) The Recipient shall maintain, throughout project implementation, a committee (“Project Steering Committee” or “PSC”) for the Project, with terms of reference, composition and resources, all acceptable to the Association.
- (b) Without limitation to the generality of Section I.A.2(a) of this Schedule, the PSC shall: (i) be chaired by the Recipient’s minister responsible for hydraulics, sanitation and public hygiene and include representatives of the Recipient’s key ministries and national agencies involved in the implementation of the Project; and (ii) be responsible for providing technical oversight, strategic guidance and policy orientation, promoting cross-sectoral coordination among ministerial departments and government agencies, approve the Annual Work Plans and Budgets and review Progress Reports, and ensure effective collaboration and cooperation between all key stakeholders.

3. Project Coordinating Unit

- (a) The Recipient shall maintain throughout the implementation of the Project, the PCU, with attribution, composition, and resources acceptable to the Association.
- (b) Without limitation to the provisions of Section I.A.3(a) of this Schedule, the PCU shall be responsible for overall technical coordination of the Project including fiduciary management (including verification of results), monitoring and evaluation, coordination of external audits, consolidation

of Project data, reporting, communication management of the relationships with the Association. The PCU shall work in close collaboration with the Project Implementing Entities and agencies involved in the implementation of Project activities, especially for the definition of terms of reference and technical standards and the preparation of annual work plans and budgets; and shall provide support as needed to Project Implementing Entities and implementing agencies, especially in connection with planning, fiduciary aspects and reporting.

- (c) Without limitation to the provisions of Section I.A.3(a) of this Schedule, the PCU shall include throughout the implementation of the Project, staff in adequate number each selected on the basis of terms of reference, qualifications and experience acceptable to the Association.
- (d)
 - (i) Without limitation to the generality of Section I.A.3(a) of this Schedule, the Recipient shall establish a decentralized office of the PCU in Korhogo with key staff in adequate numbers, each with terms of reference, qualifications and experience acceptable to the Association.
 - (ii) Without limitation to the generality of Section I.A.3(d)(i), the Recipient shall recruit for the Korhogo office, no later than three (3) months after the Effective Date: (i) a security specialist; and (ii) a water specialist; as well as any other key personnel as may be needed for the efficient implementation of the Project.

4. Local Water Committees

- (a) The Recipient shall ensure that a committee (each a “Local Water Committee”) is established in accordance with the Water Law for each dam rehabilitated under Part 1(a)(ii) of the Project, in a manner acceptable to the Association.
- (b) Without limitation to the provision of Section I.A.4(a) of this Schedule, each Local Water Committee shall include at least one representative of each of the stakeholders interested in the management of the water generated by the dam, including representatives from the central and local authorities and the users, for the purpose of dealing with matters related to the operation and maintenance of the dam and the use of the water.

5. Dam Safety Advisory Panel

The Recipient shall maintain the advisory panel of experts on dam safety, with terms of reference, qualifications and experience acceptable to the Association with rights and obligations of the advisory panel of experts on dam safety, the Recipient and other entities involved in the implementation of the Project as further described in the ESCP (“Dam Safety Advisory Panel”).

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project Implementing Entities’ Respective Part of the Project, the Recipient shall make: (a) the part of the proceeds of the Credit allocated from time to time to Category (3) of the Disbursement Table available to ONEP under a subsidiary agreement between the Recipient and ONEP, under terms and conditions acceptable to the Association (the “ONEP Subsidiary Agreement”); and (b) the part of the proceeds of the Credit allocated from time to time to Category (4) of the Disbursement Table available to ONAD under a subsidiary agreement between the Recipient and ONAD, under terms and conditions acceptable to the Association (the “ONAD Subsidiary Agreement”).
2. Without limitation to the generality of Section I.B.1 of this Schedule, each of the Subsidiary Agreements shall include the following provisions:
 - (a) The financial terms of the financing made available under the Subsidiary Agreement (“Subsidiary Credit”) including its amount, currency, rate of interest and maturity for the repayment of the principal including grace period, fees and other charges;
 - (b) the obligation of the Project Implementing Entity to execute its Respective Part of the Project in accordance with the provisions of Schedule 2 to this Agreement and the Subsidiary Agreement;
 - (c) the full alignment of the Project Implementing Entity’s rights (including its right to a disbursement - or not) and obligations (including its obligation to repay any amount under the Subsidiary Agreement) with the rights and obligations of the Recipient under this Agreement, even in case of full compliance by the Project Implementing Entity with the provisions of the Subsidiary Agreement;
 - (d) the right of the Recipient to take remedial actions against the Project Implementing Entity in case the Project Implementing Entity shall have failed to comply with any of its obligations under the Subsidiary Agreement (which actions include the partial or total suspension and/or cancellation of the proceeds allocated from time to time to Category (3) and (4) of the Disbursement Table;

- (e) the obligation of the Project Implementing Entity to carry out its Respective Part with due diligence and efficiency, and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, and in accordance with the provisions of this Agreement;
 - (f) the obligation of the Project Implementing Entity to carry out its Respective Part in accordance with the provisions of the Anti-Corruption Guidelines; and
 - (g) the obligation of the Project Implementing Entity to maintain at all times during Project implementation, a financial management system in accordance with the provisions of the General Conditions and have such financial statements audited by independent auditors acceptable to Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish said statements as so audited to the Recipient and the Association, as provided in Section II of Schedule 2 to this Agreement.
3. The Recipient shall exercise its rights under each of the Subsidiary 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 not assign, amend, abrogate or waive either of the Subsidiary Agreements or any of their provisions.

C. Other Arrangements

1. ***Operation and Maintenance Financing.*** The Recipient shall, no later than the date of commissioning of each dam rehabilitated under Part 1.1(b) of the Project, establish a mechanism for the sustainable financing of such dam's operation and maintenance, set up the corresponding institutional and financial mechanism, and deposit the amount needed for the financing of the first year of operation and maintenance, as determined on the basis of the operation and management plan of the relevant dam, in the dam's operation and maintenance bank account.
2. Upon the completion of each of the dams, the Recipient shall enter into the O&M arrangement as per the agreed operations and maintenance plan for such dam.
3. The Recipient has designated the Department of Water Resources and Forestry to be responsible for the O&M of the dams to be rehabilitated under Part 1.1(b) of the Project and has entered into one or more delegated management contract as may be needed for this purpose.

D. Project Implementation Manual

1. Not later than one (1) month after the Effective Date, the Recipient shall, and shall cause the Project Implementing Entities to, prepare and adopt the Project Implementation Manual (“PIM”) and the Recipient shall, and shall cause the Project Implementing Entities to implement the Project in accordance with the Project Implementation Manual, which shall contain: (i) a detailed and sequenced description of the Project activities with a timeline and ongoing planning and budgeting procedures and staffing plan; (ii) detailed allocation of responsibilities among the parties contributing to the implementation of the Project including the contractual arrangements which may be needed for their formalization; (iii) descriptions and guidelines for the application of all implementation, monitoring and evaluation arrangements, reporting, financial management procedures, contract management, grievance redress mechanism, procurement procedures and procedures to implement to comply with the Anticorruption Guidelines and the Environmental and Social Standards, including resources building plans and inspection matters; (iv) detailed arrangements for the implementation of activities of the Project in areas affected by violence and conflicts to mitigate the risks related to insecurity in a manner consistent with the ESCP, and (v) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for purposes of implementing the Project.
2. The PIM shall also include an obligation to consult with the Association each time it is relevant on the security situation in the area of implementation of the Project, and to submit to the Association’s prior approval any decision to involve security agencies, the police or the military in the implementation of Project’s activities, in order to enable the Association to assess the compliance with its mandatory policies and the acceptability of the mitigation measures designed by the Recipient to mitigate the risks which may results from the implementation of such a decision.
3. The Recipient shall, and shall ensure that the Project Implementing Entities, refrain, from amending, suspending, waiving, and/or voiding any provision of the PIM, whether in whole or in part, without the prior written concurrence of the Association.
4. The Recipient shall, and shall cause the Project Implementing Entities to, ensure, that the Project is implemented in accordance with the provisions of the PIM. In the event of a conflict between the provisions of the PIM and those of this Agreement, the provision of this Agreement shall prevail, in this order of priority.

E. Annual Work Plans and Budgets

1. The Recipient shall, not later than November 30 for the Fiscal Year in which this Agreement shall become effective, consolidate and furnish to the Association (or cause the Project Implementing Entity to consolidate and furnish to the

Association) its annual work plan and budget, and shall, no later than November 30 of each subsequent Fiscal Year, consolidate and furnish to the Association (or cause the Project Implementing Entity to consolidate and furnish to the Association) for the Association's no objection, a consolidated annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget which shall include the funds from the Credit, as well as counterpart funds and any other funds which may become available for the implementation of the Project.

2. Without limitation to the provision of Section I.E.1 of this Schedule, each annual work plan and budget prepared under Section I.E.1 of this Schedule shall set forth: (i) a detailed description of the planned activities, including any proposed conferences and training, under the Project for the period covered by the plan; (ii) the sources and proposed use of funds therefor; (iii) procurement and environmental and social safeguards arrangements therefor, as applicable, and; (iv) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity.
3. The Recipient shall, and shall cause the Project Implementing Entity to, exchange views with the Association on each such proposed consolidated annual work plan and budget and take into account comments which the Association may have before finalizing its annual work plan and budget not later than one (1) month after the date referred to in Section I.E.1 of this Schedule (once finalized, an "Annual Work Plan and Budget").
4. The Recipient shall cause the Project Implementing Entity to carry out the activities included in each of the Annual Work Plans and Budgets during the Fiscal Year to which they related. Annual Work Plans and Budgets may be revised during the Fiscal Year to which they relate, with the prior written agreement of the Association.

F. Environmental and Social Standards.

1. The Recipient shall, and shall cause each of the Project Implementing Entities to, 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, and shall cause each of the Project Implementing Entities to, 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, and shall cause each of the Project Implementing Entities to, ensure that:

- (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall, and shall cause each of the Project Implementing Entities to, 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.
5. The Recipient shall, and shall cause each of the Project Implementing Entities to, 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.

6. The Recipient shall, and shall cause each of the Project Implementing Entities to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

G. Contingency Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project (“Contingent Emergency Response Part” or “CERC”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed, or waived without the prior written approval by the Association.

2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed, and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

Section II. Project Monitoring, Reporting and Evaluation

1. The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.
2. The Recipient shall furnish to the Association, no later than six (6) months before the Closing Date, a report on the funds for the financing after the Closing Date of the operation and maintenance of the dams rehabilitated under Part 1.1 of the Project.

Section III. Withdrawal of the Proceeds of the Credit

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 Credit to: (a) finance Eligible Expenditures; (b) repay the Preparation Advance; and (c) pay: (i) the Front-end Fee and (ii) each Interest Rate Cap or Interest Rate Collar premium; and (iii) Resettlement Costs under Part 4 of the Project; in the amount allocated and, if applicable, up to the percentage set forth against each Category in the following table:

Category	Amount of the Credit Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Incremental Operating Costs and Training for the Project (other than for Eligible PBC Expenditures), except Part 2 and Part 3.3 of the Project	58,786,650	100%
(2) Eligible PBC Expenditures	<p>(a) PBC 1:</p> <p>(i) 4,638,000 for PBC 1.1</p> <p>(ii) 4,638,000 for PBC 1.2</p> <p>(iii) 4,638,000 for PBC 1.3</p> <p>Total: 13,914,000</p>	100%
	<p>(b) PBC 2:</p> <p>(i) 927,600 for PBC 2.1</p> <p>(ii) 927,600 for PBC 2.2</p> <p>(iii) 927,600 for PBC 2.3</p> <p>Total: 2,782,800</p>	

	<p>(c) PBC 3:</p> <p>(i) 7,440,000 for PBC 3.1</p> <p>(ii) 1,836,000 for PBC 3.2</p> <p>Total: 9,276,000</p>	
(3) Goods, works, non-consulting services, consulting services, Incremental Operating Costs and Training for ONEP's Respective Part under Part 2 of the Project	83,484,000	100%
(4) Goods, works, non-consulting services, consulting services, Incremental Operating Costs and Training for ONAD's Respective Part under Part 3.3 of the Project	48,235,200	100%
(5) Resettlement Costs under Part 4 of the Project	10,203,600	
(6) Emergency Expenditures under Part 5 of the Project	0	
(7) Refund of Preparation Advance	4,638,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(8) Front-end Fee	579,750	Amount payable pursuant to Section

		2.03 of this Agreement in accordance with Section 3.08 (b) of the General Conditions
(9) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
TOTAL AMOUNT	231,900,000	

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 Categories (3) unless and until the Association has notified the Recipient in accordance with the provisions of Section 10.01(b) of the General Conditions that it accepts the evidence provided to document that the conditions of disbursement have been satisfied and agrees that the following conditions of disbursement have been satisfied:
 - (i) the ONEP Subsidiary Agreement has been entered into between the Recipient and ONEP in accordance with Section I.B of Schedule 2 to this Agreement;
 - (ii) the Recipient has represented and warranted to the Association, through a duly authorized representative of its Minister responsible for finance and budget or through a legal counsel duly authorized to issue legal opinion under the laws of the Recipient and acceptable to the Association, in form and substance acceptable to the Association, that the ONEP Subsidiary Agreement has been duly authorized and signed by an authorized representative of the Recipient, that all formalities or procedures required under the laws of the Recipient, if any, for the ONEP Subsidiary Agreement to be valid and binding against the Recipient under the laws of the Recipient have been completed or carried out and, as a result, the ONEP Subsidiary Agreement is valid and legally binding upon the Recipient; and
 - (iii) the Recipient has provided to the Association a legal opinion in form and substance acceptable to the Association that the ONEP

Subsidiary Agreement has been duly authorized and signed by an authorized representative of the Project Implementing Entity, that all formalities or procedures required under the laws of the Recipient, if any, for the ONEP Subsidiary Agreement to be valid and binding under the laws of the Recipient against the Project Implementing Entity have been completed or carried out and, as a result, the ONEP Subsidiary Agreement is valid and legally binding upon the Project Implementing Entity;

- (c) under Category (4) unless and until the Association has notified the Recipient in accordance with the provisions of Section 10.01(b) of the General Conditions that it accepts the evidence provided to document that the conditions of disbursement have been satisfied and agrees that the following conditions of disbursement have been satisfied:
- (i) the Subsidiary Agreement has been entered into between the Recipient and ONAD in accordance with Section I.B of Schedule 2 to this Agreement;
 - (ii) the Recipient has represented and warranted to the Association, through a duly authorized representative of its Minister responsible for finance and budget or through a legal counsel duly authorized to issue legal opinion under the laws of the Recipient and acceptable to the Association, in form and substance acceptable to the Association, that the ONAD Subsidiary Agreement has been duly authorized and signed by an authorized representative of the Recipient, that all formalities or procedures required under the laws of the Recipient, if any, for the ONAD Subsidiary Agreement to be valid and binding against the Recipient under the laws of the Recipient have been completed or carried out and, as a result, the ONAD Subsidiary Agreement is valid and legally binding upon the Recipient; and
 - (iii) the Recipient has provided to the Association a legal opinion in form and substance acceptable to the Association that the ONAD Subsidiary Agreement has been duly authorized and signed by an authorized representative of the Project Implementing Entity, that all formalities or procedures required under the laws of the Recipient, if any, for the ONAD Subsidiary Agreement to be valid and binding under the laws of the Recipient against the Project Implementing Entity have been completed or carried out and, as a result, the ONAD Subsidiary Agreement is valid and legally binding upon the Project Implementing Entity; or

- (d) for Emergency Expenditures under Category (6), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (6); and

(B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.

2. The Closing Date is March 29, 2030.

C. Performance-based Conditions

- 1. Notwithstanding the provisions of Parts A and B of this Section and except as provided in paragraphs 2 and 3 below, withdrawal under the following Sub-Categories will depend on the performance of the Recipient in achieving the following conditions:
 - (a) ***PBC 1. Local committees established at each dam to monitor and coordinate the rehabilitated dams.***
 - (i) Under Category 2(a)(i) unless and until the Association has notified the Recipient that it accepts the evidence provided to document the satisfaction of the performance-based condition which applies to the funds allocated to Category 2(a)(i) (*PBC 1.1*) and agrees that the following performance-based condition has been satisfied:
 - (A) The Recipient has completed the studies under Part 1.1(a)(i) of the Project and carried out a workshop for its dissemination to all the expected users;
 - (B) MINHAS has approved the study and implementation plan for the operations and maintenance of four (4) rehabilitated dams prepared under Part 1.1(b)(i) of the Project; and
 - (C) the Recipient has issued the regulations required for the establishment of a Local Water Committee for each of the four (4) dams rehabilitated under Part 1.1(a)(ii) and the financing of their operations.

- (ii) Under Category 2(a)(ii) unless and until the Association has notified the Recipient that it accepts the evidence provided to document the satisfaction of the performance-based condition which applies to the funds allocated to Category 2(a)(ii) (*PBC 1.2*) and agrees that the following performance-based condition has been satisfied:
 - (A) the Recipient has published an inter-ministerial decree establishing a Local Water Committee for each of the four dams rehabilitated or to be rehabilitated under Part 1.1(a)(ii) and created a budget line dedicated to the financing of O&M costs of each such dam, in each case in accordance with its O&M Plan.
- (iii) Under Category 2(a)(iii) unless and until the Association has notified the Recipient that it accepts the evidence provided to document the satisfaction of the performance-based condition which applies to the funds allocated to Category 2(a)(iii) (*PBC 1.3*) and agrees that the following performance-based condition has been satisfied:
 - (A) the four (4) Local Water Committees have prepared and submitted to the PCU a report on the first year of operations in accordance with the template set out in the implementation plan for the operation and maintenance of the rehabilitated dams.

(b) ***PBC 2. Adoption of decrees necessary to implement IWRM in Cote d'Ivoire.***

- (i) Under Category 2(b)(i) unless and until the Association has notified the Recipient that it accepts the evidence provided to document the satisfaction of the performance-based condition which applies to the funds allocated to Category 2(b)(i) (*PBC 2.1*) and agrees that the following performance-based condition has been satisfied:
 - (A) the Recipient has created a dedicated unit within MINEF to implement IWRM at the basin level; and
 - (B) the Recipient has procured the goods and services required for the implementation of the activities under Part 1.3 (ii) and (iii) of the Project for the operationalization of the IWRM unit.
- (ii) Under Category 2(b)(ii) unless and until the Association has notified the Recipient that it accepts the evidence provided to document the satisfaction of the performance-based condition which applies to the

funds allocated to Category 2(b)(ii) (*PBC 2.2*) and agrees that the following performance-based condition has been satisfied:

(A) the Recipient has adopted and published in the official gazette the primary and secondary regulations (decrees and arrêtés) developed and updated under Part 1.3(a)(i) of the Project for the implementation of the IWRM at the local level and carried out training activities to facilitate its dissemination and implementation under Part 1.3(a)(iv) of the Project.

(iii) Under Category 2(b)(iii) unless and until the Association has notified the Recipient that it accepts the evidence provided to document the satisfaction of the performance-based condition which applies to the funds allocated to Category 2(b)(iii) (*PBC 2.3*) and agrees that the following performance-based condition has been satisfied:

(A) The IWRM unit within MINEF has prepared and submitted to PCU a report on the IWRM pilot in the Bandama basin in accordance with terms of reference agreed by MINEF and the Association.

(c) ***PBC 3. ONEP's new statute as an asset holding company legally adopted by the Recipient:***

(i) Category 2(c)(i) unless and until the Association has notified the Recipient that it accepts the evidence provided to document the satisfaction of the performance-based condition which applies to the funds allocated to Category 2(c)(i) (*PBC 3.1*) and agrees that the following performance-based condition has been satisfied:

(A) ONEP has purchased equipment necessary for household connections; and

(B) ONEP has carried out civil works for installation of household connections to the main water pipeline.

(ii) Under Category 2(c)(ii), unless and until the Association has notified the Recipient that it accepts the evidence provided to document the satisfaction of the performance-based condition which applies to the funds allocated to Category 2(c)(ii) (*PBC 3.2*) and agrees that the following performance-based condition has been satisfied:

(A) ONEP has submitted to MINHAS and PCU an annual report on its assets in accordance with a template agreed between the Recipient and the Association; and

- (B) ONEP has procured goods and consulting services for preparation of the annual report and carried out training activities to facilitate its publication and dissemination.
- 2. Notwithstanding the provisions of Part C.1 of this Section, the Recipient may withdraw an amount which shall not exceed the amount specified in the Disbursement and Financial Information Letter, as an advance on the funds allocated to the Sub-Categories listed in Part C.1 of this Section; provided, however, that if the corresponding performance-based conditions in the opinion of the Association, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by the Association in accordance with the provisions of the PIM) to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Sub-Category in Part C.1 of this Section shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.
- 3. Notwithstanding the provisions of Part C.1 of this Section, if the performance-based conditions provided in sub-Category (a), (b) and (c) under Category (2) have not been achieved by the date by which the said condition is set to be achieved (or such later date as the Association has established by notice to the Recipient), the Association may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Sub-Category which, in the opinion of the Association, corresponds to the extent of achievement of said condition, said lesser amount to be calculated in accordance with the formula set out in the PIM; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said sub-Category to any other sub-Category or Category ; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said sub-Category.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Credit and the percentage of the total principal amount of the Credit payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each June 15 and December 15 Beginning June 15, 2034 through December 15, 2053	2,5%

APPENDIX
Definitions

1. “Annual Work Plan and Budget” means a plan and budget prepared by the Recipient for the Project and finalized in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual referred to in Section III.B.1(d)(ii) of Schedule 2 and Section 1.G.1(a) of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Operational Manual.
5. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
6. “Côte d’Ivoire” means the Republic of Côte d’Ivoire.
7. “Dam Safety Advisory Panel” means the panel established by the Recipient, comprising technical experts on dams, geology, seismology and hydrology/sedimentology as well as environmental and social experts, initially contracted in March 2023, and referred to in Section I.A.5 of Schedule 2 to this Agreement.
8. “Department of Hydrology” means the *Direction des Hydrologie*, the Recipient’s department responsible for hydrology, or any successor thereto, acceptable to the Association.
9. “Department of Water Resources and Forestry” means the *Direction Générale des Ressources en Eau*, the Recipient’s department responsible for water resource management; or any successor thereto acceptable to the Association.
10. “Disbursement Table” means the table set forth in Section III.A of Schedule 2 to this Agreement.

11. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
12. “Emergency Action Plan” means the plan referred to in Section 1.G.1(a), detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
13. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual, referred to in Section I.G.1(a) of Schedule 2 to this Agreement, and required for the Contingent Emergency Response Part.
14. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated 24 April 2024, 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 African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
16. “Fiscal Year” means a consecutive period of twelve (12) months starting on January 1, each year.
17. “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).

18. “Incremental Operating Costs” means the reasonable incremental expenditures, as approved by the Association through an Annual Work Plan and Budget, for salaries of contractual staff (other than consultants), per diems, office rental, office supplies, utilities, conveyance, travel and boarding/lodging allowances, operation and maintenance of office equipment and vehicles, advertising expenses and bank charges, insurance, media broadcastings, newspaper subscriptions, periodicals, and printing and stationery costs incurred by the Recipient in connection with the management, coordination and implementation of Project’s activities, which expenditures would not have been incurred absent the Project, but excluding salaries and salary top-ups of the Recipient’s civil servants.
19. “IWRM” means integrated water resources management.
20. “IWRM Plan” means the plan adopted by the Recipient for implementing integrated water resources management in Cote d’Ivoire. The IWRM Plan specifies the objectives, enabling conditions and implementation modalities to make IWRM the key means of managing water resources in Cote d’Ivoire both at the basin and national levels.
21. “Korhogo” means a city in northern Côte d’Ivoire.
22. “Koumassi” means an urban commune in the city of Abidjan, Côte d’Ivoire.
23. “Local Water Committee” means a local committee established in accordance with the Water Law and an O&M plan prepared under Part 1.1(b)(i) of the Project, for the O&M of a dam rehabilitated under Part 1.1(a)(ii) of the Project.
24. “MINEF” means *Ministère des Eaux et Forêts*, the Recipient’s ministry responsible for water and forestry; or any successor thereto.
25. “MINHAS” means *Ministère de l’Hydraulique, l’Assainissement et de la Salubrité Publique*, the Recipient’s ministry responsible for hydraulics, sanitation and public hygiene; or any successor thereto.
26. “MPA Program” means the multiphase programmatic approach program designed to increase access to safely managed water and sanitation services and to strengthen the technical performance of water sector institutions.
27. “O&M” means operation and maintenance.
28. “OHADA” means an international organization established among its member countries for the harmonization of business law in Africa.
29. “ONAD” means *Office National de l’Assainissement et du Drainage*, the Recipient’s national sanitation and drainage utility established by Recipient’s decree no. 2011-482 dated December 28, 2011, as a state company.

30. “ONAD Governing Documents” means, collectively Recipient’s decree no. 2011-482 dated December 28, 2011, the Recipient’s law 2020-626 dated August 14, 2020, on state companies, and the OHADA Uniform Act on corporations.
31. “ONAD Subsidiary Agreement” means the subsidiary agreement to be entered into between the Recipient and ONAD in accordance with Section I.B of Schedule 2 to this Agreement to facilitate the implementation of Part 3.3 of the Project.
32. “ONEP” means *Office National de l’Eau Potable*, the Recipient’s national water utility established by decree no. 2006-274 dated August 23, 2006, as a state company.
33. “ONEP Governing Documents” means, collectively the Recipient’s decree no. 2006-274 dated August 23, 2006, the Recipient’s law 2020-626 dated August 14, 2020, and the OHADA Uniform Act on corporations.
34. “ONEP Subsidiary Agreement” means the subsidiary agreement to be entered into between the Recipient and ONEP in accordance with Section I.B of Schedule 2 to this Agreement to facilitate the implementation of Part 2 of the Project.
35. “Preparation Advance” means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on March 13, 2023 and on behalf of the Recipient on March 21, 2023.
36. “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.
37. “Project Coordination Unit” or “PCU” means the coordination unit established by the Recipient pursuant to Arrêté No. 0030 MINHAS/CAB dated November 3, 2023 and in accordance with Section I.A.3 of Schedule 2 to this Agreement.
38. “Project Implementing Entity” means, individually, ONEP or ONAD, and “Project Implementing Entities” means, collectively, ONEP and ONAD.
39. “Project Implementation Manual” or “PIM” means the manual to be prepared and adopted by the Recipient in accordance with Section I.D.1 of Schedule 2 to this Agreement.
40. “Project Steering Committee” means the steering committee established by the Recipient pursuant to Arrêté No. 0031 MINHAS/CAB dated November 3, 2023 and in accordance with Section I.A.2 of Schedule 2 to this Agreement.

41. “Respective Part of the Project” means, when referring to the Recipient’s Respective Part of the Project: collectively, Parts and subparts 1, 3.1, 3.2 and 4 of the Project; when referring to ONEP’s Respective Part of the Project: Part 2 of the Project; and when referring to ONAD’s Respective Part of the Project: subpart 3.3 of the Project.
42. “Resettlement Costs” means the expenditures incurred for cash compensation and/or other assistance paid for involuntary resettlement, such as costs related to moving, compensation for assets, special assistance to vulnerable Affected Persons, and for loss of livelihoods, as set forth in the Resettlement Policy Framework and the relevant site-specific Resettlement Action Plan, acceptable to the Association.
43. “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.
44. “Training” means the reasonable cost, as approved by the Association through an Annual Work Plan and Budget, of training, study tours, conferences and workshops conducted and/or attended by staff from the Recipient and/or other stakeholders, in the territory of the Recipient or, subject to the Association’s prior no objection, overseas, including the purchase and publication of materials, rental of facilities, course fees, and lodging, travel expenses and per diems for trainers and/or trainees.
45. “Water Law” means the Recipient’s law no. 2023-902 DU dated 23 November 2023.