



GRANT NUMBER E021-SS

Financing Agreement

**(Enhancing Community Resilience and Local Governance Project Phase II
Additional Financing)**

between

REPUBLIC OF SOUTH SUDAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION



GRANT NUMBER E021-SS

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SOUTH SUDAN (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to twenty-two million four hundred thousand Special Drawing Rights (SDR 22,400,000) (“Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are June 15 and December 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

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

AGREED as of the Signature Date.

REPUBLIC OF SOUTH SUDAN

By

Ousmane Dione

Authorized Representative

Name: Ousmane Dione

Title: Country Director

Date: 21-Jun-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Dier Tong Ngor

Title: Minister

Date: 03-Jul-2023

SCHEDULE 1

Project Description

The objective of the Project is to improve access to services, strengthen flood resilience, enhance institutional capacity for local service delivery, and integrated disaster risk management at the national and sub-national levels.

Part 1: Infrastructure and Services for Community Resilience

Supporting eligible investments in community-level infrastructure and services as well as physical investments for flood risk reduction (“Sub-projects”) including:

1.1. Community Infrastructure and Services

Supporting eligible investments in community-level infrastructure and services in selected flood-affected vulnerable areas including areas experiencing large inflow of Displaced Population through a participatory planning process including, among others, construction and rehabilitation of public goods such as water supply, hafirs, and sanitation facilities, footpaths and community roads, dykes for flood protection, and health and education facilities.

1.2. Flood Risk Reduction Investments

Carrying out technical assessments including feasibility studies, detailed engineering designs and safeguards assessments, and physical infrastructure for flood risk reduction, including flood protection infrastructure such as levees, dykes, polders, or stormwater drainage, combined flood/drought reduction measures such as small water reservoirs or hafirs, as well infrastructure for river and flow monitoring, such as gauging stations.

1.3. Operations and Maintenance

Carrying out operations and maintenance (O&M) activities based on the types of infrastructure built under the Project as well as local contexts, including: (a) establishing O&M committees for priority Sub-projects; (b) providing training to O&M committees in bookkeeping, finance, and planning, to develop boma-level maintenance plans and budgets; and (c) mapping existing value chains and suppliers, in-kind and local contribution options, expected government contributions, and options for combining O&M needs among several bomas for better negotiating strength and cost advantages.

Part 2: Institution Strengthening

Supporting the participatory planning process for the identification of Sub-projects to be financed under Part 1 of the Project, monitoring of the construction of Sub-projects, as well as capacity building of relevant national and sub-national institutions including:

2.1. Community Institution Strengthening

Providing support to strengthen community institution including: (a) carrying out community mobilization into boma development committees (BDCs) and payam development committees (PDCs) in line with the Local Government Act 2009 which are inclusive of all socio-economic groups, including, among others, refugees, internally displaced persons, host community, youth, women, and people with special needs; (b) providing capacity support to BDCs and Payam Disaster Management Committees through training on climate risk mapping/analysis, disaster preparedness and response, and O&M related to physical flood infrastructure; (c) supporting BDCs and PDCs on participatory development planning, infrastructure construction, rehabilitation, and monitoring; (d) facilitating constructive interaction between BDCs and PDCs and the county government; (e) providing gender transformative training and gender-based violence training for both men and women at boma and payam levels; (f) providing psychosocial training to address trauma for both women and men at boma and payam levels where appropriate and feasible; (g) providing training to early response and preparedness; and (h) carrying out conflict analysis and just-in-time studies for relevant themes arising during Project implementation.

2.2. County Government Strengthening

(a) Supporting county governments to fulfil their responsibilities for local service delivery and disaster risk management, including: (i) carrying out county government functionality assessments to assess staffing, equipment, core function capacities, and local service mapping capability; (ii) based on the results of the functionality assessments, providing technical assistance for county government officials on local service delivery planning, participatory development planning, Sub-project implementation monitoring, BDCs and PDCs' performance monitoring, providing O&M support, emergency preparedness and response, and disaster risk management including climate risk assessment and flood early warning, and periodic reporting on Project implementation; (iii) evaluating the eligibility for and allocation of one-time performance-based grants to improve basic facilities and equipment that support Project implementation contingent on county governments' performance based on pre-agreed performance indicators; and (iv) carrying out peer learning from well-performing county governments.

- (b) Supporting the Recipient to re-start the inter-governmental fiscal transfer to enable county governments to fulfill their O&M responsibilities.

2.3. National and State Government Strengthening

- (a) Building capacity of the Project Management Unit (PMU), MoFP, the LGB, and the Commission for Refugee Affairs based on an assessment of their technical competencies in the areas of, *inter alia*, financial management, procurement, project planning, monitoring and evaluation, community engagement methods, and safeguards.
- (b) Supporting the MoFP and LGB to lead the county government performance evaluation, allocation of performance-based grants across counties, and oversight of Sub-project implementation.
- (c) Providing basic office facilities and equipment to the aid-coordination unit of MoFP and LGB to enhance their basic functionality.
- (d) Providing capacity support for disaster risk management and flood management to relevant government entities at the national and state level through a range of technical assistance measures relating to: (i) climate risk assessment, (ii) emergency preparedness and response, (iii) flood early warning, and (iv) O&M for flood protection infrastructure.

Part 3: Emergency Flood Response

Carrying out flood response activities in select flood-affected vulnerable counties including counties experiencing large inflow of Displaced Population in Northern Bahr-el-Gazal and Warrap states through the rehabilitation and construction of community infrastructure and services that have been damaged by flood and/or to reduce flood risks including *inter alia* (i) water supply and sanitation facilities; (ii) footpaths and community roads; (iii) dykes for flood protection; (iv) health facilities; and (v) education facilities.

Part 4: Project Management and Learning

Providing support for: (a) project management including technical planning, financial management, procurement, environmental and social risk management, and communications; (b) project monitoring which includes a geo-enabled monitoring system and beneficiary feedback/grievance redress mechanism which will be accessible to refugees, internally displaced persons and host communities and complement existing grievance redress mechanisms in refugee areas; (c) impact evaluation; (d) hiring a Third-Party Monitoring Agent; and (e) Project Management Unit (PMU) Operating Costs.

Part 5: Contingency Emergency Response Component

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall carry out the Project through the MoFP in coordination with the LGB.
2. Notwithstanding the above, the Recipient shall maintain during the implementation of the Project, a Project Management Unit (PMU) within the MoFP, with the composition, functions, staffing, and resources satisfactory to the Association, which shall be responsible for management, implementation, coordination, monitoring and oversight of day-to-day Project activities, including, among others, oversight of International Organization for Migration (IOM)'s activities under Parts 1 and 2 of the Project, and oversight of the Non-Governmental Organizations' (NGOs) activities under Parts 3 of the Project.
3. The Recipient shall maintain during the implementation of the Project:
 - (a) a National Steering Committee (NSC), with the composition, functions, staffing and resources satisfactory to the Association, and responsible for providing oversight and policy guidance to the Project. The NSC shall be chaired by the MoFP and be comprised of undersecretaries, Executive Secretaries and Executive Directors from key government agencies such as the MoFP; LGB; Ministry of Gender, Child and Social Welfare; Relief and Rehabilitation Commission; Ministry of Humanitarian Affairs and Disaster Management; Ministry of Water Resources and Irrigation; Ministry of Land, Housing and Infrastructure; Ministry of Federal Affairs; and Commission for Refugee Affairs, *inter alia*, as further described in the Project Implementation Manual ("PIM"). Country Representatives for the United Nations High Commissioner for Refugees (UNHCR) and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) will also be represented at the NSC. The NSC will meet biannually to discuss key policy issues with the Association, the IOM, and NGOs; and
 - (b) a National Technical Working Group (NTWG), with the composition, functions, staffing, and resources satisfactory to the Association, and responsible for discussing technical implementation-related issues of the Project at the national level. The NTWG shall be comprised of the Director Generals from the same ministries/agencies as the NSC, and chaired by the MoFP, as further described in the PIM. The NTWG shall meet at least

on a quarterly basis with the participation of the Association, IOM, NGOs, UNHCR and GIZ.

4. The Recipient shall maintain during the implementation of the Project:
 - (a) at state level, a State Coordination Team (SCT), with the composition, functions, staffing and resources satisfactory to the Association, and responsible for ensuring security in the relevant state. The SCT shall be chaired by the Director General of the State Ministry of Local Government who will report to the Minister of the State Ministry of Local Government and the Governor. Director Generals of the State Ministries of Finance, Cabinet Affairs, Gender, Youth, Relief and Rehabilitation Commission, Water Resources and Irrigation, Housing Land and Infrastructure and a representative from the Commission for Refugee Affairs in refugee areas, and from the Governor's Office will be represented at the SCT. Other sector ministries may be invited to SCT meeting as need arises; and
 - (b) at the county level, a County Coordination Team (CCT), with the composition, functions, staffing and resources satisfactory to the Association, and responsible for supporting IOM in the implementation of Project activities and for providing regular visits to the Project site, participating in key community meetings, and for participating in O&M arrangements developed jointly between counties and Project communities to maintain infrastructure to be built under the Project. The CCT shall serve as local point of contact for the Project. It shall be chaired by the county commissioner with the county planning officer as the secretary, comprising relevant department heads and the Relief and Rehabilitation Commission County coordinator, as well as the Commission for Refugee Affairs in refugee areas.

B. Output Agreement with International Organization for Migration (IOM)

For the purpose of carrying out Parts 1 and 2 of the Project, the Recipient, through the MoFP, shall update and maintain throughout the period of Project implementation, an output agreement with IOM, under terms and conditions approved by the Association (the "IOM Output Agreement"), whereby the Recipient shall: (a) hire the services of IOM to implement Parts 1 and 2 of the Project in accordance with the provisions of the Project Implementation Manual, and the requirements of the ESS and the Environmental and Social Instruments; (b) report regularly to the PMU on the progress achieved in the implementation of Project activities and any challenges, incidents and/or obstacles thereto; and (c) agree on the direct payment/advance of the proceeds of the Financing from the Association to IOM to facilitate the implementation of activities under Parts 1 and 2 of the Project, as well as on the financial reporting and auditing requirements.

C. Agreements with NGOs

For the purpose of carrying out Part 3 of the Project, the Recipient, through the MoFP, shall enter into and thereafter maintain throughout the period of Project implementation, an agreement with two Non-Governmental Organizations, under terms and conditions approved by the Association (the “NGOs Agreement”), whereby the Recipient shall: (a) hire the services of the selected NGO to implement Part 3 of the Project in accordance with the provisions of the Project Implementation Manual, and the requirements of the ESS and the Environmental and Social Instruments; and (b) report regularly to the PMU on the progress achieved in the implementation of Project activities and any challenges, incidents and/or obstacles thereto.

D. Project Implementation Manual

1. The Recipient shall:

- (a) by no later than sixty (60) days after the Effective Date, update in accordance with terms of reference acceptable to the Association, the manual, which contains Project arrangements and procedures for: (i) institutional coordination and day-to-day implementation of the Project; (ii) monitoring, evaluation, reporting and communication including for activities under Part 3 of the Project; (iii) criteria, procedures and responsibilities for Sub-project selection under Part 1 and 3 of the Project; (iv) allocation of functions to, and responsibilities of, IOM; (v) allocation of functions to, and responsibilities of the Selected NGOs under Part 3 of the Project (vi) administration, procurement, financial management and accounting; and (viii) such other administrative, technical and organizational arrangements and procedures as shall be required for purposes of implementation of the Project (“Project Implementation Manual” or “PIM”);
- (b) the Recipient shall: (i) carry out the Project in accordance with the PIM that has been approved by the Association and adopted by the Recipient; and (ii) not amend, abrogate, or waive said PIM or any part thereof without the prior written approval of the Association.

2. In the event of any inconsistency between this Agreement and the PIM, the provisions of this Agreement shall prevail.

E. Memorandum of Understanding

- (a) The Recipient, through MoFP, shall:
 - (i) prior to implementation of any Project activities in any county selected in accordance with the PIM, enter into a tripartite Memorandum of Understanding with IOM/Selected NGO and each State government participating in the Project (the “State-level MOUs”), under terms and conditions acceptable to the Association, defining the scope of state government involvement in the Project, the roles and responsibilities of each of the parties, and the coordination mechanisms between them, as further described in the PIM;
 - (ii) prior to implementation of any Project activities in any county selected in accordance with the PIM, enter into a tripartite Memorandum of Understanding with IOM/Selected NGO, and each CCT (the “County-level MOUs”), under terms and conditions acceptable to the Association, defining the activities to be undertaken by the CCT, the roles and responsibilities of each of the parties, and the coordination mechanisms between them, as further described in the PIM; and
 - (iii) exercise its rights and carry out its obligations under the State-level MOUs and the County-level MOUs in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive any State-level MOU or County-level MOU or any provision thereof without the prior written approval of the Association.
- (b) In case of any inconsistency between the provisions of the State-level MOUs and the County-level MOUs, on the one side, and the provisions of this Agreement, on the other, the provisions of this Agreement shall prevail.

F. Third-Party Monitoring

By no later than ninety (90) days after the Effective Date, the Recipient shall recruit and maintain at all times during implementation of the Project, a Third-Party Monitoring Agent in accordance with terms of reference satisfactory to the Association, to monitor and review performance of the Project, including the activities carried out by IOM, and the selected NGOs under Part 3 of the Project.

G. Environmental and Social Standards

- 1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.

2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and

appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and subcontractors 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.

H. Annual Work Plan and Budget

For purposes of implementation of the Project, the Recipient shall:

- (a) prepare a draft annual work plan and budget (“AWPB”) for each July 1 through June 30 period (“Fiscal Year”), setting forth, *inter alia*: (i) a detailed description of the planned activities under the Project for the following Fiscal Year; (ii) the sources and proposed use of funds therefor; (iii) procurement arrangements therefor; 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;
- (b) not later than May 15 of each Fiscal Year, furnish the draft AWPB to the Association for its review, and promptly thereafter finalize the AWPB, taking into account the Association’s comments thereon; and
- (c) by June 30 of each Fiscal Year, adopt and implement the final AWPB after obtaining the Association’s approval thereon.

I. Contingent 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”), 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 the 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.

J. Grievance Redress Mechanism

The Recipient shall maintain at all times during the implementation of the Project, a grievance redress mechanism, under terms and structure satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

1. The Recipient shall furnish to the Association each Project Report (i.e., a progress Project Report providing for a summary of monitoring and evaluation activities covering a period of three (3) calendar months, and a detailed annual Project Report), not later than sixty (60) days after the end of the period covered by such report.
2. The Recipient shall ensure that each Third-Party Monitoring Report from the Third-Party Monitoring Agent, prepared in accordance with terms of reference acceptable to the Association is furnished to the Association within forty-five (45) days of the end of the period covered by said report.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (Expressed in SDR)	Percentage of Expenditures to be Financed (Inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs, under Part 1 of the Project (IOM)	9,700,000	100%
(2) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs, under Part 2 of the Project (IOM)	500,000	100%
(3) Goods, works, non-consulting services,		100%

Category	Amount of the Grant Allocated (Expressed in SDR)	Percentage of Expenditures to be Financed (Inclusive of Taxes)
consulting services, Training Costs and Operating Costs, under Part 3 of the Project (MoFP)	10,400,000	
(4) Goods, works, non-consulting services, consulting services, Training Costs and Operating Costs, under Part 4 of the Project (MoFP)	1,800,000	100%
(5) Emergency Expenditures under Part 5 of the Project	0	100%
TOTAL AMOUNT	22,400,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;
 - (b) under Category (3), unless and until the Recipient has furnished evidence satisfactory to the Association that Agreements between the Recipient and Selected NGOs have been executed and delivered and all conditions precedent to its effectiveness or to the right of the NGOs to make withdrawals under it have been fulfilled;
 - (c) for Emergency Expenditures under Category (5) 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 4; 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 31, 2027.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “AWPB” means an annual work plan and budget referred to in Section I.H. of Schedule 2 to this Agreement.
3. “Boma” means the third tier of local government in the Recipient’s administrative system in rural areas as set forth under Article 165(5) of the Transitional Constitution of the Republic of South Sudan of July 2011.
4. “Boma Development Committee” or “BDC” means a development committee at the Boma level composed of community representatives reflecting the social composition of the communities within the Boma such as chiefs, elders, women, youth, persons with disabilities, returnees, displaced persons and minority groups.
5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. “CERC Manual” means the manual referred to in Section I.I.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 Project Implementation Manual.
7. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
8. “County” means the first tier of local government in the Recipient’s administrative system in rural areas as set forth under Article 165(5) of the Transitional Constitution of the Republic of South Sudan of July 2011.
9. “County Coordination Team” and “CCT” means the team established by the Recipient at the county level pursuant to Section I.A.4(b) of Schedule 2 to this Agreement.
10. “County-level MOUs” means the Memoranda of Understanding entered into by the Recipient, IOM/Selected NGO and each CCT pursuant to Section I.E.(a)(ii) of Schedule 2 to this Agreement.

11. “Displaced Population” means the refugees and internally displaced persons within the Recipient’s territory.
12. “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.
13. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.I.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
14. “Emergency Action Plan” means the plan referred to in Section I.I.1 of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
15. “Environmental and Social Commitment Plan” or “ESCP” means the updated environmental and social commitment plan for the Original Project, dated April 28, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
16. “Environmental and Social Instruments” means the environmental and social instruments to be adopted and complied with by the Recipient in accordance with the Environmental and Social Commitment Plan, as the same may be amended from time to time in accordance with the provisions thereof, including, *inter alia*, an Environmental and Social Management Framework, Subproject Environmental and Social Management Plans, Resettlement Policy Framework, and Stakeholder Engagement Plan.
17. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii)

“Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

18. “ESMF” means the Recipient’s Environmental and Social Management Framework to be adopted and disclosed, acceptable to the Association, which contains, *inter alia*, the environmental and social protection measures in respect of the Project, including: (a) measures for chance findings of physical cultural property; (b) protection of natural habitats ; (c) the principles, rules guidelines and procedures to assess the environmental and social risks and impacts resulting from the carrying out of the Project; (d) measures and plans to reduce, mitigate and/or offset adverse risks and impacts, provisions for estimating and budgeting the costs of such measures, and information on the agency or agencies responsible for addressing project risks and impacts, including on its capacity to manage environmental and social risks and impacts; (e) the recommendation of mitigation measures for each negative impact identified; (f) measures for enhancing each identified positive impacts; (g) the list of excluded activities; and (h) the SEA/SH Action Plan; as the same may be amended from time to time with the Association’s prior written agreement.
19. “Fiscal Year” means the fiscal year of the Recipient commencing on July 1 and ending on June 30 of each year.
20. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
21. “GIZ” means Deutsche Gesellschaft für Internationale Zusammenarbeit.
22. “IOM” means the International Organization for Migration.
23. “IOM Output Agreement” means the agreement entered into between the Recipient and IOM dated January 20, 2023 for purposes of carrying out Parts 1 and 2 of the Project, pursuant to Section I.B. of Schedule 2 to this Agreement.
24. “Ministry of Finance and Planning and “MoFP” means the Recipient’s Ministry of Finance and Planning, and any successor thereto.
25. “Northern Bahr-el-Gazal state”
26. “Warrap” means the State of Warrapwara, an administrative subdivision in the Republic of South Sudan.

27. “National Steering Committee” and “NSC” mean the steering committee established by the Recipient at the national level pursuant to Section I.A.3(a) of Schedule 2 to this Agreement.
28. “National Technical Working Group” and “NTWG” mean the technical working group established by the Recipient at the national level pursuant to Section I.A.3(b) of Schedule 2 to this Agreement.
29. “NGO” or “NGOs” means a non-government organization (s) legally operating within the Recipient’s territory to provide support in the management, coordination, supervision, quality control, and implementation of activities financed under Part 3 of the Project.
30. “Northern Bahr-el-Gazal” means the State of Northern Bahr-el-Gazal, an administrative subdivision in the Republic of South Sudan.
31. “Local Government Board” and “LGB” means the local government board in South Sudan’s administrative system as set forth under Article 165(3) of the Transitional Constitution of the Republic of South Sudan of July 2011.
32. “Operating Costs” means the reasonable incremental expenditures incurred by the Recipient on account of Project implementation, based on the AWPB approved by the Association pursuant to the provisions of Section I.H of Schedule 2 to this Agreement, and consisting of expenditures for office supplies and stationary, office rent, communication and insurance charges, maintenance of office and information technology equipment, hazard payments, vehicle operations and maintenance costs, utilities, transportation in and between states, handling and warehousing, *per diem* and travel allowances, and salaries of locally contracted employees, but excluding salaries of officials of the Recipient’s civil/public service.
33. “O&M” means operations and maintenance activities.
34. “Payam” means the second tier of local government in South Sudan’s administrative system in the rural areas as set forth under Article 165(5) of the Transitional Constitution of the Republic of South Sudan of July 2011.
35. “Payam Development Committee” or “PDC” means a committee of the payam (town) established in accordance with the provisions of the Local Government Act 2009 to coordinate the legislative and executive functions of the Payam Council, which members include community representatives.
36. “Payam Disaster Management Committees” means the committees established at the payam level in accordance with the National Disaster Risk Management Policy (2021).

37. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
38. “Project Implementation Manual” or “PIM” means the updated manual referred to in Section I.D of Schedule 2 to this Agreement
39. “Project Management Unit” and “PMU” means the project management unit established by the Recipient pursuant to Section I.A.2 of Schedule 2 to this Agreement.
40. “RPF” means the Recipient’s Resettlement Policy Framework to be prepared and adopted before Effective Date, acceptable to the Association, outlining general implementation procedures, mitigation measures and monitoring procedures for involuntary resettlement under the Project, including the procedures for preparation and implementation of resettlement action plans, when applicable, as said framework may be amended from time to time with the Association’s prior written consent.
41. “SEA/SH” means sexual exploitation and abuse, and sexual harassment.
42. “SEA/SH Action Plan” means the Recipient’s plan to be prepared, adopted, by the Recipient before Effective Date, containing a list of mitigation measures and included as an annex to the ESMF, containing : (a) an accountability and response framework which includes codes of conduct to be signed by health care personnel, a grievance redress mechanism set up to handle SEA/SH-related complaints and a response protocol for ensuring access to integrated services for survivors; (b) awareness-raising around SEA/SH and community consultations with women; and (c) training activities related to SEA/SH prevention and response, as the same may be updated from time to time with the prior written agreement of 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. “SMP” means the instrument to be prepared, adopted and disclosed by the Recipient before the Effective Date, in a manner and with contents satisfactory to the Association, which shall set forth all procedures and protocols related to managing the security risks of the Project, as further described in the ESCP.
45. “South Sudan” means the Republic of South Sudan.
46. “State Coordination Team” and “SCT” means the coordination team to be established by the Recipient at the state level pursuant to Section I.A.4(a) of Schedule 2 to this Agreement.

47. “State-level MOUs” means the Memoranda of Understanding to be entered into by the Recipient, IOM/Selected NGO and each State government participating in the Project pursuant to Section I.E.(a)(i) of Schedule 2 to this Agreement.
48. “Sub-project” means an investment in community-level infrastructure and services in selected vulnerable areas as well as physical investments for flood risk reduction under Part 1 of the Project.
49. “Third-Party Monitoring” means monitoring of the Project activities on behalf of the Recipient to be carried out by a Third-Party Monitoring Agent with the purpose of carrying out satisfactory monitoring and evaluation of the activities of the Project and referred to in Section I.F of Schedule 2 to this Agreement.
50. “Third-Party Monitoring Agent” means a firm or organization, with internationally recognized expertise in monitoring and evaluation of development projects (including for financial management, procurement, and environmental and social safeguards aspects of such development projects) to be engaged by the Recipient for carrying out of Third-Party Monitoring in accordance with terms of reference reviewed and confirmed by the Association and referred to in Section I.E. of Schedule 2 to this Agreement.
51. “Third-Party Monitoring Report” means each quarterly report prepared by a Third Party Monitoring Agent, prepared in accordance with the terms of the Association, which will cover *inter alia*: (i) Project performance through collection and analysis of appropriate data and other evidence, and disaggregated by infrastructure type, gender, and displacement status where appropriate; (ii) identification of any technical or procedural gaps, issues, and bottlenecks to Project implementation; (iii) recommendations to improve Project implementation as necessary; (iv) documentation of key experiences and learning in Project implementation; and (v) such other summary of findings regarding adherence, at all implementation levels, to the procedures set out in relevant Project documents, and verification of all Project activities.
52. “Training Costs” means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, *per diem* allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.
53. “UNHCR” means United Nations High Commissioner for Refugees.
54. “Warrap” means the State of Warrap, an administrative subdivision in the Republic of South Sudan.