



GRANT NUMBER D619-GM

Amended and Restated Financing Agreement

(Gambia Fiscal Management Development Project)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 22, 2020

As amended and restated on _____



GRANT NUMBER D619-GM

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fifteen million five hundred and seventy-one thousand, four hundred forty-two Special Drawing Rights (SDR 15,571,442) (“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 April 15 and October 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.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02. 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 (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

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

- (a) the Recipient's address is:

Ministry of Finance and Economic Affairs
The Quadrangle,
Banjul
Republic of The Gambia; and

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

Facsimile:

+2204227954

- 5.03. 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 THE GAMBIA

By

Seedy Keita

Authorized Representative

Name: Seedy Keita

Title: Minister

Date: 04-Jul-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Keiko Miwa

Authorized Representative

Name: Keiko Miwa

Title: Country Director

Date: 27-Jun-2023

SCHEDULE 1

Project Description

The objective of the Project is to improve fiscal management systems as well as oversight capacity for specified public resources.

The Project consists of the following parts:

Part 1. Strengthening Revenue Collection and Public Procurement Processes

Supporting a program of activities designed to strengthen: (A) the Recipient's capacity for tax policy formulation and implementation (including, revenue collection, tax compliance and taxpayer services); and (B) implementation of procurement reforms, in particular:

- (a) Strengthening the Gambia Revenue Authority's ("GRA") tax administration processes and digital transformation through: (i) business process reengineering and preparation of international competitive bidding documents; (ii) acquisition and implementation of an integrated tax management system ("ITAS") using a customized turnkey commercial off-the shelf package, including both hardware, software and implementation services including mobile payment and filing; (iii) provision of training to GRA staff, taxpayers and other users of said ITAS; (iv) provision of advisory services and quality assurance for effective implementation of said ITAS; (v) development and implementation of information technology governance policies, standards and procedures; (vi) supporting strategic compliance, risk management and training on sector and compliance audit techniques; (vii) design and development of a new website for GRA; (viii) procurement of a project management software; (ix) supporting review of relevant tax legislation; and (x) relevant training for GRA staff.
- (b) Strengthening the capacity of MoFEA for tax policy development and oversight through: (i) development of tools and systems for oversight of tax policies as well as the implementation of core tasks such as revenue forecasting, revenue impact assessments, and distributional analysis, among others; (ii) undertaking a comprehensive review of tax policies with a view to strengthening the tax policy framework; and (iii) providing technical assistance to support the operationalization of the newly established Tax Policy Directorate at MOFEA and development of the tax policy; (iv) development of a domestic resource mobilization strategy; and (v) capacity building of the Tax Policy Directorate, operational support and citizen engagement on tax policy.

- (c) Strengthening taxpayer services and providing mobile solutions to individual, micro and small taxpayers through: (i) supporting outreach campaigns focusing on, *inter alia*, e-filing and e-payment options; and (ii) registration of small businesses utilizing the informal sector tax schemes.
- (d) Strengthening the public procurement function through: (i) an e-GP readiness assessment as well as development and implementation of an e-GP strategy and roadmap; (ii) supporting change management and development and implementation of a communication strategy on said e-GP; (iii) development of a strategy for strengthening the cadre of procurement professionals nationally, including the design and implementation of a public procurement course and certification; (iv) study tours to learn about implementing e-GP in similar country contexts; (v) preparation of standard procurement documents in alignment with the Public Procurement Act; (vi) preparation of a procurement manual and guide for public procurement practitioners; and (vii) preparation of a Public Procurement Authority institutional strategy.

Part 2. Supporting Fiscal Management of State-Owned Enterprises (“SOEs”) and Restructuring Plans of Telecom SOEs

Supporting a program of activities designed to improve fiscal management of SOEs and support critical reforms in GAMTEL and GAMCEL, namely:

- (a) Fiscal risk assessment and performance monitoring through: (i) undertaking a comprehensive review of the SOE legislative framework and development of an SOE law incorporating international best practices; (ii) development of a national SOE policy framework; (iii) development of performance-based management contracts for SOEs; (iv) analysis of SOEs operations and fiscal performance and preparation of comprehensive annual reports including performance audits; (v) rolling out of performance-based contracts to selected SOEs; (vi) an assessment of the fiscal implications and costs of SOEs related to COVID-19 and development of an emergency contingency plan and relevant policies to strengthen resilience of fiscal management and oversight functions of SOEs; (vii) operationalizing the recently established Directorate of SOEs at MoFEA and building capacity for the preparation of aggregate annual SOE Reports; (viii) development of a Human Resource Management Information System Strategy and related capacity building; (ix) development of a human resource management and payroll business process review and technical specifications for HRMIS; (x) development of a rapid assessment of HR and payroll data; (xi) development of a g=functional review of mandates and functions across government; (xii) development of a core government functions skills gap assessment; (xiii) development of an environmental and social risk management capacity

assessment; (xiv) development of a grievance redress and citizen feedback management business process review; (xv) development of a citizen engagement roadmap; (xvi) development of a data inventory for selected services; and (xvii) development of an open government review and strategy.

- (b) Improving corporate governance, transparency and accountability of SOEs through: (i) establishment and operationalization of an SOE oversight agency (“SOE Commission”) in accordance with the provisions of the SOE law referred to in sub-paragraph a(i) above; (ii) development and implementation of a corporate governance framework for SOEs consistent with international standards; (iii) reducing the gender gap in corporate governance through provision of leadership and other training for middle management female professionals in SOEs; (iv) training of SOE Board of Directors, preparation of Board Guidance materials, and updating the SOE Code of Good Corporate Governance; (v) development of a dividend and ownership policy; (vi) undertaking a special purpose audit of NFSPMC (formerly GGC), AMRC, GIA, GAMPOSTS, GPPC and GRTS; (vii) strengthening external audit functions of the National Audit Office, including a comprehensive review of accounting policies and practices in line with international standards; (viii) capacity building to support the NAO strengthen its performance audits and quality assurance capacity, including on-site and external learning and regional exchange program; (ix) strengthening the capacity of the Public Enterprises Committee for legislative oversight including public disclosure of audited financial statements and annual performance reports of SOEs and enhancing citizen engagement and public access to PEC oversight work; and (x) conducting performance audits of selected SOEs, (xi) development of internal audit charters, manuals and frameworks for SOEs; (xii) provision of technical assistance for the establishment of a Quality Assurance Unit at the Internal Audit Directorate; (xiii) strengthening internal audit functions and capacities of the Internal Audit Directorate, including a comprehensive review of accounting policies and practices in line with international standards; and (xiv) development of status reports on the implementation of audit recommendations.
- (c) Supporting critical reforms in the telecom sector through: (i) acquisition of billing system for PURA; (ii) development of ICT Market Analysis and Significant Market Power (SMP) guidelines; (iii) development of a framework for infrastructure sharing regulations and price caps; (iv) development of spectrum management instruments and an electromagnetic tool training for non-ionizing radiation measurements for PURA; (v) GIS digital mapping for network coverage and infrastructure; (vi) strengthening the ICT regulatory framework with a view to enhancing competition in the

sector; (vii) provision of transactional advisory services for, *inter alia*, valuation, market testing, and operationalization of public private partnerships in the sector and restructuring of ICT SOEs; (viii) development of a government cloud strategy/policy and cloud migration plan; (ix) continuing support to ongoing technical assistance for the development of a Special Purpose Vehicle (SPV) for the Transfer of Telecom Assets; and (x) undertaking a comprehensive review and updating the Information Communications Act and capacity building for government ICT cadre.

Part 3. Project Implementation Support and Reform Coordination

- (a) Supporting day to day implementation, coordination, supervision and overall management (including, procurement, financial management, independent verification of the DLI and DLRs, monitoring and evaluation, carrying out of audits and reporting) of Project activities and results, all through the provision of technical advisory services, Training, Operating Costs, non-consulting services and acquisition of goods for the purpose. This also includes institutional and capacity building support for Project Management at MoFEA.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

1. MoFEA

- (a) The Recipient shall designate, at all times during the implementation of the Project, the MoFEA to be responsible for prompt and efficient oversight and implementation of activities under the Project and shall take all actions including the provision of funding, personnel and other resources necessary to enable said MoFEA to perform said functions.
- (b) To this end, the MoFEA shall maintain at all times during the implementation of the Project:
 - (i) the Project Implementing Unit (PIU) to be responsible for day to day execution, coordination and implementation (including procurement, financial management, environmental and social safeguards, supervision, reporting and communication aspects) of activities under 3 of the Project. The Recipient shall take all actions, including the provision of funding, personnel (including, *inter alia*, a procurement specialist, a financial management specialist, an M&E specialist, a project manager, legal expert, corporate governance specialist and information technology expert), and other resources satisfactory to the Association, to enable the PIU to perform said functions, all in accordance with the provisions of the Project Implementation Manual;
 - (ii) the Directorate of State-Owned Enterprises (DSOE) to be responsible for day to day implementation, coordination and management of activities under Parts 2(a)(i-vii) and 2(b)(i-v) of the Project. Without limitation to the generality of the foregoing, the DSOE shall carry out its functions in coordination with the PIU, as elaborated in the Project Implementation Manual;
 - (iii) the Directorate of Tax Policy to be responsible for day to day implementation, coordination and management of activities under Part 1(b) of the Project and for providing quality assurance on technical aspects of said Part of the Project. Without limitation to the generality of the foregoing, the Directorate of Tax Policy shall

carry out its functions in coordination with the PIU, as elaborated in the Project Implementation Manual;

- (iv) the GRA to be responsible for day to day implementation, coordination and management of activities under Parts 1(a) and (c) of the Project and for providing quality assurance on technical aspects of said Parts of the Project. Without limitation to the generality of the foregoing, the GRA shall carry out its functions in coordination with the PIU, as elaborated in the Project Implementation Manual;
 - (v) the GPPA to be responsible for day to day implementation, coordination and management of activities under Part 1(d) of the Project and providing quality assurance on technical aspects of Part 1(d) of the Project. Without limitation to the generality of the foregoing, the GPPA shall carry out its functions in coordination with the PIU and the procurement cadre, as elaborated in the Project Implementation Manual;
 - (vi) the Internal Audit Directorate (IAD) to be responsible for day to day implementation, coordination and management of activities under 2 (b)(xi-xiv) of the Project and for providing quality assurance on technical aspects of said Parts of the Project. Without limitation to the generality of the foregoing, the IAD shall carry out its functions in coordination with the PIU, as elaborated in the Project Implementation Manual;
2. Without limitation to paragraph 1 and 2 above, the Recipient shall designate the National Audit Office (NAO) to be responsible for day to day implementation, coordination and management of activities under Parts 2 (b)(vi-x) of the Project and for providing quality assurance on technical aspects of said Parts of the Project. Without limitation to the generality of the foregoing, the NAO shall carry out its functions in coordination with the PIU, as elaborated in the Project Implementation Manual.
 3. Without limitation to paragraph 1 and 2 above, the Recipient shall designate the Ministry of Communications and Digital Economy (MOCDE) to be responsible for day to day implementation, coordination and management of activities under Part 2 (c) (vii-x) of the Project and for providing quality assurance on technical aspects of said Part of the Project. Without limitation to the generality of the foregoing, the MOCDE shall carry out its functions in coordination with the PIU, as elaborated in the Project Implementation Manual.
 4. Without limitation to paragraph 1 and 2 above, the Recipient shall designate the Public Utilities Regulatory Authority (PURA) to be responsible for day to day

implementation, coordination and management of activities under Part 2 (c) (i-vi) of the Project and for providing quality assurance on technical aspects of said Part of the Project. Without limitation to the generality of the foregoing, the PURA shall carry out its functions in coordination with the PIU, as elaborated in the Project Implementation Manual.

5. Without limitation to paragraph 1 and 2 above, the Recipient shall designate the Ministry of Public Service, Administrative Reform, Policy Coordination and Delivery (MPA) to be responsible for day to day implementation, coordination and management of activities under Part 2 (a) (vii-xvii) of the Project and for providing quality assurance on technical aspects of said Part of the Project. Without limitation to the generality of the foregoing, the MPA shall carry out its functions in coordination with the PIU, as elaborated in the Project Implementation Manual.

6. Project Steering Committee

Without limitation upon the provisions of paragraph 1 immediately above, the Recipient shall, through MoFEA, establish and thereafter maintain at all times during the implementation of the Project, the Project Steering Committee, with a composition, mandate, terms of reference and resources satisfactory to the Association, to be responsible for providing strategic and policy guidance for the Project at the national level.

B. Implementation Arrangements

1. Project Implementation Manual

- (a) The Recipient shall prepare, in accordance with terms of reference acceptable to the Association and furnish to the Association for review, a Project Implementation Manual, which shall include, *inter alia*, provisions on the following matters: (i) capacity building activities for sustained achievement of the Project's objectives; (ii) arrangements on financial management, setting forth the detailed policies and procedures for financial management under the Project; (iii) procurement management procedures, including a manual to guide procurement at the local level; (iv) institutional administration, coordination and day to day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, education and communication of Project activities; (viii) guidelines for assessing potential environmental and social impacts of Project activities and designing appropriate mitigation, management and monitoring measures in respect of said impacts; (ix) procedures for the verification of achievement of the DLI and DLRs; (x) personal data collection and processing in accordance with good international practice; and (xi) such other technical and organizational arrangements and procedures as shall be required for the Project.

- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said Project implementation manual, and thereafter, shall adopt such Project implementation manual, as shall have been approved by the Association (“Project Implementation Manual”).
- (c) The Recipient shall ensure that the Project is carried out in accordance with the Project Implementation Manual; provided, however, that in case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual.

2. Annual Work Plan and Budget

- (a) The Recipient shall prepare and furnish to the Association not later than December 15 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project (including Safeguards Instruments applicable to said activities in accordance with the provisions of Section I.D of this Schedule 2) during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.
- (b) Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (i) the type of Training; (ii) the purpose of the Training; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training; (v) the location and duration of the Training; and (vi) the cost of the Training.
- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
- (d) The Recipient shall not make or allow to be made any change(s) to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

C. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified 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.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the 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: (a) finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Training and Operating Costs for Parts 1, 2(b), 2(c) and 3 of the Project	9,297,801	100%
(2) Eligible Expenditures Program under Part 2(a) of the Project	3,673,641	100% of amounts spent and reported under the EEP Spending and Results Reports for each Withdrawal

(3) Refund of Preparation Advance	2,600,000	Amount payable pursuant to Section 2.07(a) of the General Conditions
TOTAL AMOUNT	15,571,442	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
2. With respect to the withdrawals under Category (2), payments shall be made on a bi-annual basis each year during Project implementation upon timely submission by the Recipient of a withdrawal request acceptable to the Association, such withdrawal request shall include evidence in form and substance acceptable to the Association of: (a) EEPs incurred for the period preceding the withdrawal request as presented in the EEP Spending and Results Report; and (b) supporting documentation confirming that the Recipient has complied with the DLI and respective DLRs, as verified by the Independent Verification Agent. To this end, the withdrawal request for the first year of the Project may be made on the basis of: (i) supporting documentation, acceptable to the Association, dated on or after the Signature Date, confirming compliance with respective DLIs or DLRs, as verified by the Independent Verification Agent; and (ii) EEP Spending and Results Report incurred on or after the Signature Date.
3. Notwithstanding the provisions of paragraph 1 and 2 of this Section, if the Association is not satisfied that a particular DLI has been fully achieved, the Association may, at its discretion: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds allocated to said DLI, which in the opinion of the Association corresponds to the degree of achievement of such DLI; (b) authorize the unwithdrawn amount by which such disbursement has been reduced due to partial achievement of a DLI, be carried forward to subsequent Withdrawals; and/or (c) cancel all or portion of the proceeds of the Financing allocated to such DLI.
4. If, at any time, the Association determines that any portion of the Financing under Category 2 was not supported by evidence of actual spending by the Recipient under said Eligible Expenditure Programs and/or by evidence of satisfaction of other criteria set forth in this Agreement or in the Project Implementation Manual, the Recipient shall refund any such portion to the Association as the Association shall specify by notice to the Recipient. The Association may, at its own discretion, cancel such refunded amount.
5. The Closing Date is June 30, 2024.

C. Other Undertakings

1. The Recipient shall, not later than three (3) months after the Effective Date, acquire and install adequate accounting software, in form and substance acceptable to the Association.
2. The Recipient shall, not later than six (6) months after the Effective Date, appoint an external auditor on terms and conditions acceptable to the Association. The terms and conditions shall include, *inter alia*, the requirement to act as a third-party verifier of the proper fulfillment of the DLI and DLRs set forth in Schedule 3 to this Agreement (“Independent Verification Agent”). To this end, the Recipient shall cause the external auditor to carry out, prior to each Withdrawal an assessment of the fulfillment of each DLI and DLR as set forth in Schedule 3 to this Agreement and provide to the Recipient and the Association an EEP Spending and Results Report containing, *inter alia*, said assessment on each DLI and DLR fulfillment and a proposal for disbursement under each Withdrawal.
3. The Recipient shall, through the PIU, not later than three (3) months after the Effective Date, sign a Memorandum of Understanding with the Internal Audit Directorate on the carrying out of internal audit reviews under the Project on a semester basis.

SCHEDULE 3

Disbursement Linked Indicators under Part 2(a) of the Project

Disbursement Linked Indicator (DLI)	Action to be Completed (Disbursement Linked Result) (and indicative date of achievement)	Amount of the Financing Allocated (expressed in SDR)	Total Amount of Financing for DLI (expressed in SDR)
DLI #1: Effectiveness of the government oversight function of SOEs.	DLR #1.1: Establishment of a centralized and independent regulatory agency (SOE Commission), approved by law and a Board of Commissioners has been appointed to monitor financial and operational performance of the SOEs in its portfolio. (Baseline: No / Target: Yes)	SDR 3,134,818.50	SDR 3,673,641
	DLR #1.2: Performance audit reports of SOEs prepared by the National Audit Office and discussed with the Public Enterprises Committee of the National Assembly and published on the website of the MoFEA (Scalable, \$250,000 per report up to the annual allocation each fiscal year)	SDR 538,822.50	

APPENDIX

Definitions

1. “AMRC” means the Assets Management and Recovery Corporation, a public enterprise established and operating pursuant to the AMRC Act 1992.
2. “Annual Work Plan and Budget” means the annual work plan and budget approved by the Association and adopted by the Recipient in accordance with the provisions of Section I.B.2 of Schedule 2 to this Agreement, as said annual work plan and budget may be modified from time to time with the written agreement of the Association.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
6. “Department of Public Private Partnerships and Public Enterprises” or “DPPP&PE” means the department established and operating under the MoFEA, or any successor thereto.
7. “Directorate of Tax Policy” means the directorate of tax policy established and operating within MoFEA, and any successor thereto.
8. “Disbursement-linked Indicators” and “DLIs” mean, collectively, the disbursement linked targets set forth in the column entitled “Disbursement-linked Indicator (DLI)” in the table in Schedule 3 to this Agreement; and “Disbursement-linked Indicator” and “DLI” mean, individually, any of such targets.
9. “Disbursement Linked Results” and “DLRs” mean, collectively, the disbursement linked results set forth in the column entitled “Disbursement-linked Result (DLR)” in the table in Schedule 3 to this Agreement; and “Disbursement-linked Result” and “DLR” mean, individually, any of such targets.
10. “EEP Spending and Results Report” means the report of the IVA referred to in Section III.C.2 of Schedule 2 to this Agreement.

11. “Eligible Expenditure Programs” or “EEP” means the Recipient’s recurrent expenses comprising of salaries, wages, Training and Operating Costs of MoFEA, SOE Commission, and the National Audit Office.
12. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Association, dated April 7, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Association, and such term includes any annexes or schedules to such plan.
13. “Environmental and Social Standards” 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 on its website.
14. “GAAP” means Generally Accepted Accounting Principles.
15. “Gambia Revenue Authority” or “GRA” means the authority established and operating pursuant to the GRA Act 2004.
16. “GAMCEL” means Gambia Telecommunication Cellular Company, a public enterprise established and operating pursuant to the laws of the Recipient.
17. “GAMPOSTS” means Gambia Postal Services, a public enterprise established and operating pursuant to the laws of the Recipient.
18. “GAMTEL” means Gambia Telecommunication Company, a public enterprise established and operating pursuant to the laws of the Recipient.

19. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
20. “GGC” means Gambia Groundnut Corporation, a public enterprise established and operating pursuant to the laws of the Recipient.
21. “GIA” means Gambia International Airlines Limited, a public enterprise established and operating pursuant to the laws of the Recipient.
22. “GPPC” means Gambia Public Printing Corporation, a public enterprise established and operating pursuant to the laws of the Recipient.
23. “GRTS” means Gambia Radio and Television Services, a public enterprise established and operating pursuant to the laws of the Recipient.
24. “ICT” means Information and Communications Technology.
25. “Independent Verification Agent” or “IVA” means the external auditor referred to in Section III.C.2 of Schedule 2 to this Agreement.
26. “Information and Communications Act” means the Information and Communications Act 2009 of the laws of the Recipient.
27. “Internal Audit Directorate” means the internal audit directorate established and operating within MOFEA, or any successor thereto.
28. “Memorandum of Understanding” means the memorandum of understanding referred to in Section III.C.3 of Schedule 2 to this Agreement.
29. “Ministry of Finance and Economic Affairs” or “MOFEA” means the Recipient’s ministry responsible for finance, or any successor thereto.
30. “Ministry of Information and Communication Infrastructures” or “MoICI” means the Recipient’s ministry responsible for ICT, or any successor thereto.
31. “National Assembly” means the Recipient’s National Assembly established and operating pursuant to Section 87 of the Constitution of the Republic of Gambia, 1997.
32. “National Audit Office” means the Recipient’s office established and operating pursuant to the provisions of Section 159 of the Constitution of the Republic of Gambia, 1997.

33. “NFSPMC” means the National Food Security Processing and Marketing Corporation, a public enterprise established and operating pursuant to the laws of the Recipient.
34. “Operating Costs” means the reasonable incremental expenses arising under the Project, and based on the Work Plan and Budget, on account of vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rentals, accommodation, banking charges, advertising expenses, travel and *per diem*, but excluding the salaries of the Recipient’s civil servants.
35. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
36. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
37. “Project Implementation Manual” or “PIM” means the Recipient’s manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
38. “Project Steering Committee” means the Recipient’s committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
39. “Public Enterprises Committee” means the Recipient’s committee established and operating pursuant to the laws of the Recipient.
40. “Public Finance Act” means the Public Finance Act No. 05 of 2014 of the laws of the Recipient.
41. “Public Procurement Authority” means the Recipients authority responsible for public procurement established pursuant to the Gambia Public Procurement Authority Act of 2022
42. “Public Procurement Act” means the Public Procurement Act of 2022 of the laws of the Recipient.
43. “PURA” means Public Utilities Regulatory Authority established and operating pursuant to the PURA Act of 2001.

44. “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.
45. “SOE Commission” means the SOE Commission to be established and operate pursuant to the SOE laws of the Recipient.
46. “State-Owned Enterprise” or “SOE” means a public enterprise established and operating pursuant to the laws of the Recipient, and “State-Owned Enterprises” or “SOEs” means, two or more such public enterprises.
47. “Training” means the costs associated with training, workshops and study tours provided under the Project, based on the Annual Work Plan and Budget, consisting of reasonable expenditures (other than expenditures for consultants’ services) for:
(a) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.