
CREDIT NUMBER 7559-BF

Financing Agreement

(Water Security Project)

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between BURKINA FASO (“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 credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of one hundred thirty-nine million one hundred thousand Euros (EUR 139,100,000), as such amount may be converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are April 1 and October 1 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives 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 Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has established the Project Implementation Unit, with key staff, in accordance with Section I.A.3 of Schedule 2 to this Agreement.
 - (b) The Recipient has recruited the Dam Safety Experts to establish a panel in accordance with Section I.A.4 of Schedule 2 to this Agreement.
 - (c) The Recipient has prepared, disclosed, consulted upon, and adopted Resettlement Action Plans for the Poedogo and Nambeguian dams' rehabilitation works, consistent with Environmental and Social Standard 5 (ESS 5), in form and substance satisfactory to the Association.
 - (d) The Recipient has prepared and adopted a Project Implementation Manual, in accordance with Section I.C of Schedule 2 to this Agreement.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister in charge of finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient's address is:

Ministry of the Economy, Finance and Prospective
395, Avenue du 11 décembre
01 BP 7008
Ouagadougou 01
Burkina Faso; and
 - (b) the Recipient's Electronic Address is:

Telex:	Facsimile:	E-mail:
5555	(+226) 25-31-27-15	cab_mef@yahoo.fr dgcoop@finances.gov.bf

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:	E-mail:
248423 (MCI)	(+1)202477639	cdesousa@worldbank.org

AGREED as of the Signature Date.

BURKINA FASO

By



Authorized Representative

Name: Aboubakar NACANABO

Minister of Economy, Finance and forecasting

Title: _____

Date: 13-Jul-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Hamoud Abdel Wedoud Kamil

Authorized Representative

Name: Hamoud Abdel wedoud Kamil

Country manager

Title: _____

Date: 10-Jul-2024

SCHEDULE 1

Project Description

The objectives of the Project are to improve the safety of dams, access to associated irrigation and watershed services and climate resilience for beneficiaries.

The Project consists of the following parts:

Part 1: Security and Climate Resilience of Water Storage Infrastructures

- 1.1 Strengthening climate resilience through rehabilitation of priority dams. Rehabilitation and upgrade of dam constituent structures in a manner which includes climate resilience features such as the installation of instruments for: (i) monitoring the status of dams; (ii) measuring the quantity and quality of water resources for water level gauging and risk analysis; and (iii) supporting early warning systems.
- 1.2 Rapid response for securing failing dams and enhanced climate resilience. (a) Emergency reinforcement works on dams diagnosed at imminent risks of failure, such as the sealing of dams' or dikes' breaches, temporary coffer dams or reinforced ripraps to protect weak structural sections; and (b) development of an emergency response system comprising framework contracts to enable quick mobilization of construction contractors, and the establishment of a national dam emergency-response brigade with appropriate resources.

Part 2: Development of Climate-smart Hydro-Agricultural Infrastructures

- 2.1 Development of Climate-smart Irrigated Perimeters. Rehabilitation and development of existing irrigated perimeters and development of new irrigation land for intensive, environmentally friendly and climate-smart agriculture, by increasing the supply of gravity-fed irrigation water from the reservoirs rehabilitated under Part 1 of the Project.
- 2.2 Support to agricultural and fish production and to the management of irrigation schemes in the areas of the dams supported under Part 1 of the Project. (a) Provision of support for fish production, including: (i) building fishponds, hatcheries, fish enclosures and floating cages; (ii) stocking dams; (iii) supporting fish processing; and (iv) allocating operational permits to private fisheries and irrigation enterprises; and (b) carrying out of community participation and capacity building activities for the management, operation, and maintenance of irrigation schemes.

Part 3: Integrated Watersheds Protection and Management

- 3.1 Participatory Planning for Integrated Watershed Management. Elaboration of (a) integrated watershed development and management plans, including activities for (i) the management of the use of the land in a manner which reduces risks to the watersheds and (ii) the development of income generating activities for the communities (such as mechanical and biological anti-erosive water and soil conservation, vegetation cover restoration, protection for the banks of reservoirs and watercourses, hydro-agricultural developments, consensus-based agreements on land use, including development of grazing areas and corridors), through participatory diagnostic and planning involving all water users, including maps showing erosion and siltation risks, critical sites for intervention, prioritization of actions in line with budget availability, and allocation of responsibilities; and (b) road maps for the implementation of the activities included in the integrated watershed development and management plans, and their inclusion in communal development plans.
- 3.2 Integrated Watershed Management. Implementation of the activities developed in the plans prepared under Part 3.1 of the Project in collaboration with local stakeholders, as well carrying out of communication campaigns and training, securing of the land tenure of investments made and establishment of management committees for the infrastructure investments supported under the Project.

Part 4: Climate-smart Sector Reforms and Operationalization of the National Strategy for Dams

- 4.1 Supporting Climate-Smart Sector Reforms and Strengthening the Institutional Framework. (a) preparation of an action plan for the operationalization and strengthening of the water strategy, including: (i) the redaction of legal and regulatory texts to clarify the roles and responsibilities for dam safety and maintenance, (ii) relevant institutional changes, (iii) the elaboration of a list of processes and quality control procedures to be improved or developed including for the financing of operation and maintenance of dams; (iv) a description of the associated resources to be adapted or mobilized; and (v) a training and capacity-building plan; (b) provision of support for the implementation of the detailed action plan at organizational, institutional and legal levels, including support to: (i) the drafting of the related laws, decrees and orders; and (ii) the training of water police for compliance with water regulations; (c) the strengthening of cooperation with hydrometeorological services and relevant directorates; (d) the mapping of the areas associated with dams (including reservoirs, buffer zones and rights of way) and their land tenure and their inclusion in the land registry; (e) the design of a water fund (with procedures for the expression of needs, and sources for their financing, inclusion in the budget law, annual allocation of funds among regions and dams, and disbursement procedures and methodologies); and (f) the establishment and the dynamization of local water committees, to be responsible

for monitoring water resources at the sub-basin level, water users committees through which users of a dam shall be responsible for the day to day maintenance of their dam; and (g) the establishment of (i) irrigator's committees to ensure sustainable use and routine maintenance of the irrigation facilities; and (ii) simplified cooperatives to manage fish pens and ponds to ensure the sustainability and profitability of investments in fish production.

- 4.2 Capacity building. (a) Building the capacity of existing national and regional institutions, including: (i) strengthening the technical, financial and administrative capacities of national and regional actors in adequate monitoring, operation and maintenance of hydraulic infrastructure; (ii) providing on-the-job local and regional training in the routine surveillance and maintenance of hydraulic structures; (iii) strengthening academic and vocational training and supporting research programs in dams' design, supervision and rehabilitation with due attention to climate resilience; (iv) providing tools and equipment to key operators (including dam repair brigades) and institutional entities; (v) facilitating south-south and north-south exchanges and partnerships on dam safety; (vi) organizing a library of guidelines and manuals on various aspects of dam safety and operation and maintenance; (vii) reinforcing central and decentralized services responsible for independent control of dam safety; and (viii) reinforcing the national committee of dams to advise on dam safety matters; and (b) communicating with, providing training and basic equipment to, local institutions and communities for dam surveillance and basic maintenance.

Part 5: Project Management, Environmental and Social Measures and Consulting Services

Supporting the day-to-day operation of the Project Implementation Unit, the training of its staff and the strengthening of its technical capacities, its reinforcement for design and supervision, including for the preparation of technical studies, tender documents, procurement and supervision of works, assessment and mitigation of environmental and social impacts including the supervision of the implementation of the environmental and social instruments and financing of Land Expenditures and Resettlement Compensation.

Part 6. Contingent Emergency Response

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. *Ministry of Environment, Water and Sanitation*

- (a) The Recipient's ministry responsible for environment ("MEEA") shall have the overall responsibility of the implementing and managing the Project. MEEA shall coordinate with other ministries and relevant entities, as needed for the implementation of the Project activities.

2. *Steering Committee*

- (a) The Recipient shall, no later than three (3) months after the Effective Date, establish and thereafter maintain, throughout the Project implementation period, a committee (the "Steering Committee") with composition, mandate and resources satisfactory to the Association.
- (b) Without limitation to Section I.A.2(a) of this Schedule, the Steering Committee shall be chaired by the head of the Recipient's Budget Program 109 "Hydraulic Developments", and comprised of a representative of the main stakeholders involved in the implementation of the Project, each selected at a level in the hierarchy of its institution which enables it to participate actively and in a timely fashion in the collegial decision-making process of the Steering Committee.
- (c) Without limitation to Section I.A.2(a) of this Schedule, the Steering Committee shall be responsible for the provision of policy guidance to the PIU, the coordination of the stakeholders involved in the implementation of the Project, the coordination of Project activities and the resolution of deadlock if and when they occur; the general oversight of the Project including the approval of the Annual Work Plans and Budgets and the review of the Project Reports.

3. *Project Implementation Unit*

- (a) The Recipient shall establish and thereafter maintain, throughout the Project implementation period, an autonomous unit within MEEA (the "Project Implementation Unit" or "PIU"), with composition, mandate and resources satisfactory to the Association (including staff in adequate number, each with qualifications, experience, and terms of reference, acceptable to the Association).

- (b) Without limitation to Section I.A.3(a) of this Schedule, the PIU shall include the following key staff: (i) a Project coordinator; (ii) a financial management specialist; (iii) a procurement specialist; (iv) an environmental specialist; (v) a social development specialist; and (vi) a security specialist.
- (c) Without limitation to Section I.A.3(a) and (b) of this Schedule, the PIU shall include the following additional key staff: (i) from a date no later than three (3) months after the Effective Date, a SEA/SH consultant, a monitoring and evaluation specialist, two (2) accountants, an internal auditor, and technical specialists respectively for dam safety, the development of hydro-agricultural infrastructures, integrated watershed protection and management, and (ii) other staff as and when may be specified in the ESCP.
- (d) Without limitation to Section I.A.3(a) of this Schedule, the PIU shall be responsible for day-to-day coordination of the Project activities, including *inter alia*: (i) carrying out Project financial management and procurement activities; (ii) monitoring and evaluating Project activities and preparing Project Reports; (iii) ensuring compliance with the Environmental and Social Commitment Plan (“ESCP”) for Project activities; and (iv) coordinating with other stakeholders involved in the implementation of the activities included in the Project.
- (e) The Beneficiary shall, no later than three (3) months after the Effective Date, recruit a technical assistance consultancy firm to, *inter alia*: (i) strengthen the capacities of the PIU, the DGIH and other key stakeholders in the water sector; (ii) support the operationalization of the SNESB and the preparation of related legal texts and procedures; and (iii) ensure quality control and support the contractual management of studies and works; on the basis of terms of reference, qualifications and experience acceptable to the Association.
- (f) The Recipient shall, no later than three (3) months after the Effective Date, recruit a design and supervision engineering firm to, *inter alia* (i) carry out additional studies for the rehabilitation of dams, and the rehabilitation and development of associated hydraulic infrastructure; (ii) prepare tender documents for works; and (iii) supervise, control and assist the delivery of works; on the basis of terms of reference, qualifications and experience acceptable to the Association.

4. *Dam Safety Experts Panel*

- (a) The Recipient shall establish a panel of Dam Safety Experts consisting of: (i) two national experts, recruited no later than the Effective Date; and (ii) one international expert, recruited no later than three (3) months after the Effective Date; each selected on the basis of terms of reference, qualifications and experience acceptable to the Association (collectively referred to as the "Dam Safety Experts").

- (b) Without limitation to Section I.A.4(a) of this Schedule, the Dam Safety Experts panel shall inspect and evaluate the safety status of each existing dam to be rehabilitated, upgraded or repaired under the Project, its appurtenances and its performance history; review and evaluate the operation and maintenance procedures; and provide a written report of findings and recommendations for any remedial work or safety-related measures necessary to upgrade the existing dam to an acceptable standard of safety. In particular, the Dam Safety Experts panel shall be responsible for the provision of advice on all technical aspects of dam rehabilitation, dam safety, technical design, technical report, implementation of construction details and procedures, operation/maintenance and the preparation of dam safety plans, supervision of reconstruction/rehabilitation work and quality control, instrumentation, operation and maintenance and emergency preparedness; all in accordance with the ESCP.
- (c) The Recipient shall maintain the Dam Safety Experts panel throughout the period of implementation of the Project, to carry out its mission with the support from ICOLD.
- (d) The Recipient shall provide administrative support to the activities of the Dam Experts throughout the period of implementation of the Project.

B. Execution Arrangements

1. For the implementation of the activities in Part 1 of the Project, the Recipient shall carry out an assessment of the dams which were identified in the Recipient's Emergency Action Plan for the Rehabilitation/Reconstruction of Hydraulic Facilities (PAUR/AH) 2021-2025, in order to: (a) develop a program of works sensitive to the impacts of and on climate changes, in each case to improve the sustainability and storage capacity of the dam to expand its ability to respond to drought, and the resilience of its infrastructure to floods, all in accordance with international good practices; and (b) prioritize the dams on the basis of their readiness for rehabilitation or upgrade under the Project, on the basis of: (i) the status of the dam / level of its degradation; (ii) the economic value of water uses in the command area (e.g., for irrigation, livestock, fishery etc.); (iii) the consequences and likelihood of potential dam failures; (iv) the availability of technical and environmental and social studies, and (v) the prevailing local security constraints.
2. As part of the implementation of Part 1 of the Project, that for each dam rehabilitated, upgraded and repaired under the Project, the Recipient shall ensure compliance with the requirements of the Association's ESS 4-Annex 1 on Dam Safety, available at www.worldbank.org, and in particular that for dams in Risk Categories II and III according to the SNESB: (i) the dam's construction supervision and quality assurance plans (covering the organization, staffing levels, procedures, equipment, and qualifications for supervision of remedial work on

existing dams) are prepared by distribution of tender for works and implemented; and (ii) operation and maintenance plans (covering the organizational structure, staffing, technical expertise, and training required; instruments, equipment and facilities needed to monitor, operate and maintain the dams in safe condition; operation and maintenance procedures; and arrangements for funding operating and maintenance costs, including long-term maintenance and safety inspections) and an emergency preparedness plan (which specifies the roles of responsible parties when dam failure is considered imminent, or when expected operational flow release threatens downstream life, property, or economic operations that depend on river flow levels) are prepared before starting the rehabilitation works and fully operational by the completion of the works. All these plans should be prepared and implemented in accordance with the SNESB and in a manner acceptable to the Association and the Dam Safety Experts.

C. Project Implementation Manual

1. The Recipient shall adopt a manual under terms and conditions acceptable to the Association (“Project Implementation Manual” or “PIM”).
2. Without limitation to Section I.A.4(a) of this Schedule, the PIM shall, throughout the period of implementation of the Project, include a description of the detailed arrangements and procedures for implementation of the Project, including, among other things: (a) timetables of actions required to be carried out under the Project; (b) the respective roles and responsibilities of the entities participating in the implementation of the Project activities; (c) disbursement and flow of funds arrangements; (d) institutional and coordination arrangements; (e) fiduciary arrangements including financial management, procurement, and anti-corruption (including the Anti-Corruption Guidelines); (f) environment and social management systems; (g) monitoring and evaluation, reporting and communication; (h) personal data collection and processing in accordance with applicable national law; and (i) such other administrative, financial, technical and organizational arrangements, procedures and necessary terms of reference as shall be required for the Project.
3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the PIM or any of its provisions without the prior approval in writing by the Association.
4. In case of any conflict between the arrangements and procedures set out in the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Annual Work Plans and Budgets

1. The Recipient shall, not later than one (1) month after the Effective Date, and thereafter, on November 30 of each year during the implementation of the Project, or such later date as the Association may agree in writing, prepare and furnish to the Association for its approval, a consolidated draft of the annual work plan and budget containing all proposed activities for inclusion in the Project during the following calendar year, together with the financing plan for such activities and a timetable for their implementation, including: (a) detailed timetables for the sequencing and implementation of proposed Project activities; (b) types of expenditures required for such activities and a proposed financing plan and sources of funding for such expenditures; (c) any Operating Costs or Training that may be required under the Project; as well as (d) the status of readiness of the environmental and social instruments which may need to be prepared for the implementation of the proposed Project activities.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed annual work plan and budget and thereafter adopt the final plan and budget which shall reflect the views of the Association no later than one (1) month after the date mentioned in Section I.D.1 of this Schedule (the final plan adopted by the Recipient in a manner which reflects the view of the Association being referred to as the “Annual Work Plan and Budget”).
3. The Recipient shall ensure that the Project is implemented in accordance with the Annual Work Plan and Budget as it may be subsequently revised or updated with the prior written agreement of the Association; provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. 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. Without limitation upon the provisions of Paragraph 2 immediately above, if seven (7) months prior to the Closing Date (or such other date which the Association considers adequate), the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than six (6) months before the Closing Date (or such other date which the Association considers adequate), prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an annex of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
- 5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
7. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and 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.

F. Specific Environmental and Social Standards Covenants

No later than three (3) months after the Effective Date, the Recipient shall establish a grievance mechanism sensitive to GBV/ESA/HS, and thereafter maintain and operate it throughout Project implementation.

G. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 6 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted, no later than six (6) months after the Effective Date, 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 Contingent 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.

H. Counterpart Contribution

Without limitation to Section 5.03 of the General Conditions, the Recipient shall provide promptly as needed, the funds, facilities, services and other resources: (a) required for the Project; and (b) necessary or appropriate to enable the Recipient to perform its obligations under the Project.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

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; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under the Project, excluding Land Expenditures and Resettlement Compensation under Part 5 of the Project and Emergency Expenditures under Part 6 of the Project	133,350,000	100%
(2) Land Expenditures and Resettlement Compensation under Part 5 of the Project	1,113,000	100%
(3) Refund of Preparation Advance	4,637,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(4) Emergency Expenditures under Part 6 of the Project	0	100%
TOTAL AMOUNT	139,100,000	

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; or
 - (b) for Emergency Expenditures under Category (4), 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;
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association; and
 - (iii) the Recipient has ensured that all Environmental and Social Standards instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.G of this Schedule.
2. The Closing Date is June 30, 2030.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 1 and October 1:	
commencing October 1, 2034 to and including April 1, 2074	1.25%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03 (b) (originally numbered Section 3.05 (b)) of the General Conditions.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” and “AWPB” each means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.D.1 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. “Dam Safety Experts” means, collectively the experts recruited for the Project in accordance with Section I.A.4 of Schedule 2 to this Agreement.
5. “DGADI” means means *Direction Générale des Aménagements Agro-pastoraux et du Développement de l'Irrigation*, the Recipient’s agency responsible for the coordination and monitoring the implementation of strategies in terms of hydro-agricultural, pastoral and fisheries infrastructures development, irrigation infrastructures development and sustainable land management pursuant to Decree No 2023-1566/PRES-TRANS/PM/MARAH dated November 14, 2023.
6. “DGIH” means *Direction Générale des Infrastructures Hydrauliques*, the Recipient’s agency responsible for coordinating the development and implementation of the national strategy for the construction of hydraulic infrastructure and works pursuant to Decree No 2023-0277/PRES-TRANS/PM/MEEA dated March 22, 2023.
7. “DGRE” means *Direction Générale des Ressources en Eau*, the Recipient’s agency responsible for contributing to the development and implementation of the national water policy and sectoral policies on the management of national and transboundary water resources, pursuant to Decree No 2023-0277/PRES-TRANS/PM/MEEA dated March 22, 2023.
8. “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.
9. “Emergency Action Plan” means the plan to be prepared by the Recipient in accordance with Section I.G.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.

10. “Emergency Expenditures” means the eligible expenditures for the implementation of Part 6 of the Project set forth in the CERC Manual.
11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 16, 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.
12. “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”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
13. “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).
14. “GBV” means gender-based violence.
15. “ICOLD” means the International Committee on Large Dams, the non-governmental international organization established in 1928 to provide a forum for the exchange of knowledge and experience in dam engineering.
16. “Land Expenditures and Resettlement Compensation” means the land expenditures and resettlement costs incurred for the Project (including compensation for land acquisition related to implementation of a resettlement

instrument) or cash compensation and other assistance paid in cash for involuntary resettlement.

17. “MARAHA” means *Ministère de l’Agriculture et des Ressources Animales et Halieutiques*, the Recipient’s ministry in charge of fisheries.
18. “MEEA” means *Ministère de l’Environnement, de l’Eau et de l’Assainissement*, the Recipient’s ministry responsible for water.
19. “Operating Costs” means the reasonable incremental expenses included in an Annual Work Plan and Budget approved by the Association, incurred by the PIU on account of Project coordination or supervision, including vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office maintenance, utilities, document duplication/printing, office supplies, travel cost and *per diem* for Project staff for travel linked to the supervision of the Project, and salaries of contractual staff for the Project (but excluding salaries, indemnities and meeting allowances, other sitting allowances, salary top ups and all honoraria of officials and public servants of the Recipient).
20. “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 October 13, 2023 and on behalf of the Recipient on October 15, 2023.
21. “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.
22. “Project Implementation Manual” or “PIM” means the Recipient’s manual for the Project referred to in Section I.C.1 of Schedule 2 to this Agreement, which shall contain, *inter alia*: (i) administrative, monitoring and evaluation procedures; (ii) environmental and social management systems and complaints and grievance redress mechanism; (iii); (v) Project Report templates; (vi) the protocol/arrangements for periodic reporting to the Association on, and sharing the findings of, any case of fraud and corruption denounced and/or investigated under the Project, in accordance with the Anti-Corruption Guidelines (to be included as an attachment to the PIM); (vii) the list of Recipient’s regions/provinces/municipalities of the Project Area participating in the Project; as the same may be amended from time to time with the Association’s prior written consent.
23. “Project Implementation Unit” or “PIU” means the Project implementation unit to be established by the Recipient in accordance with Section I.a.3 of Schedule 2 to this Agreement.

24. “Resettlement Action Plan” means any of the Recipient’s plans to be prepared or updated, disclosed, consulted upon, and adopted for the Project, as set out in the ESCP, in accordance with the Environmental and Social Standards.
25. “SEA/SH” means sexual exploitation and abuse/sexual harassment.
26. “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.
27. “SNESB” means *Stratégie nationale d’entretien et de sécurité des barrages*, the Recipient’s national dam maintenance and safety strategy established through *Arrêté* No. 2023-765/MEEA/MEFP dated September 8, 2023.
28. “Steering Committee” means the committee to be established by the Recipient in accordance with Section I.A.2 of Schedule 2 to this Agreement.
29. “Training” means the reasonable costs for expenditures incurred in training of persons involved in Project-supported activities, such as seminars, workshops, and study tours, and costs associated with such activity such as travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.