**GRANT NUMBER E3520-BI** 

# **Financing Agreement**

(Urban Resilience Emergency Project)

between

REPUBLIC OF BURUNDI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF BURUNDI ("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 eighty-five million four hundred thousand Special Drawing Rights (SDR 85,400,000) ("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 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 in charge of finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Ministry of Finance, Budget and Economic Planning B.P. 1830, Bujumbura, Republic of Burundi; and

Republic of Buruliar, and

(b) the Recipient's Electronic Address is:

Telex: E-mail:

MINIFINBDI <u>finances@finances.gov.bi</u>

- 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

E-mail: <u>burundiwb@worldbank.org</u>

# AGREED as of the Signature Date.

# REPUBLIC OF BURUNDI

Authorized Representative

Name:

Audace Niyonzima

Title: Minister of Finance, Budget and Economic Planni

Date: 23-Jul-2024

# INTERNATIONAL DEVELOPMENT ASSOCIATION

Hawa Wagué

Authorized Representative

Name: Hawa Wagué

Title: Country Manager

Date: \_\_\_\_\_\_

#### **SCHEDULE 1**

# **Project Description**

The objective of the Project is to respond to the flood emergency, increase flood resilience and improve climate resilient urban management in Bujumbura.

The Project consists of the following parts:

## Part 1. Emergency Flood Response and Climate Resilient Infrastructure

- 1. Provision of emergency support in the Flood Affected Areas, through infrastructure investments, including: (a) protection and reparation of critical infrastructures, including paving of roads and emergency investments for the protection of critical water infrastructure; (b) protection of lakeshore; (c) cleaning and rehabilitation of flooded areas and drainage channels; (d) rehabilitation of riverbanks; (e) acquisition of construction equipment and machinery.
- 2. Provision of support to mitigate flood risks and prepare for future climate shocks, through infrastructure investments at Selected Catchments, including: (a) restoration of the upstream catchment areas and channels; (b) restoration of the lakeshore and protection works along Lake Tanganyika; (c) restoration and protection of riverbanks in the Selected Catchments; (d) nature-based solutions and investments to support infiltration and manage pluvial flood risks; (e) protection and rehabilitation of at-risk urban service infrastructure; (f) drainage across prioritized areas, including construction and rehabilitation of conveyance management of channels and bridges; and (g) financing of Resettlement Costs.
- 3. Provision of technical assistance to conduct feasibility and technical studies to prepare future investments in support of urban resilience and urban water and sanitation.

#### Part 2. Capacity Building and Institutional Strengthening for Urban Resilience

1. Provision of technical assistance, equipment, and works to selected institutions to improve monitoring, early warning, emergency preparedness and response capacity in Bujumbura, and to reduce the impact of heavy rainfall and flooding on lives, livelihoods, and infrastructure, through, *inter alia*: (i) strengthening hydrological and meteorological monitoring and forecasting through the utilization and integration of the recently developed hydrologic models and flood risk assessments; (ii) the establishment of a decision support system (DSS) at Bujumbura for risk reduction and early warning systems (EWS); and (iii) strengthening community engagement and participation by conducting flood risk awareness and implementing EWS for the Selected Communes s; and (iv)

- strengthening the local Disaster Risk Management Committees by increasing the number of women as focal points.
- 2. Provision of technical assistance and equipment to support Bujumbura and relevant central authorities, through *inter alia*: (i) the planning, financial management, and the implementation of operations and maintenance (O&M) tools for flood risk infrastructure; (ii) development of land-use cartography in Selected Communes to develop a baseline for land-use planning; (iii) developing a risk-informed land-use plan of at least one of the Selected Communes, including developing guidelines to continue embedding risk assessments in land-use planning in other urban areas/communes.
- 3. Provision of support to strengthen the resilience and performance of REGIDESO, through (i) the implementation of a diagnostic study and the preparation of a Performance Improvement Plan (PIP); (ii) the provision of technical assistance and equipment to implement activities under the PIP; and (iii) Training and capacity building for REGIDESO staff in service modernization and digitalization.

# Part 3. Project Management

1. Providing support to the Recipient in Project management, monitoring and evaluation, fiduciary activities, financial and technical audits, as well as environmental and social safeguards management, through *inter alia*: (a) the financing of Operating Costs and Training for the Project Implementation Unit ("PIU"); and (b) undertaking studies and technical assistance to facilitate Project implementation.

#### Part 4. 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. <u>Project Steering Committee</u>

- (a) No later than one (1) month from the Effective Date, the Recipient shall update the *arrêté* establishing the Project Steering Committee to include the specificity of this Project and thereafter maintain the Project Steering Committee, at all times during the implementation of the Project, with a mandate, composition and resources satisfactory to the Association.
- (b) Without limitation upon the provisions of paragraph (a) of Section I.A.1 of this Schedule 2, the Project Steering Committee shall be chaired by the permanent secretary of MIELS or his/her representative, with the permanent secretaries of the ministry of commerce, transport, industry and tourism (MCTIT) and MINHEM or their representatives respectively as vice chairs, and include *inter alia* representatives from the relevant line ministries and entities as further detailed in the Project Implementation Manual.
- (c) The Project Steering Committee shall meet at least once every semester and shall be responsible for Project oversight, including *inter alia*: (i) reviewing and approving the Annual Work Plans and Budgets for the Project, reviewing the draft annual implementation and audit reports, as well as the Procurement Plan prepared by the Project Implementation Unit; (ii) overseeing overall implementation and performance of the Project and providing strategic guidance; (iii) identifying necessary Project adjustments based on monitoring and evaluation results; and (iv) facilitate collaboration between the relevant sector ministries and entities.

# 2. <u>Project Implementation Unit</u>

- (a) The Recipient shall maintain Project Implementation Unit under MIELS, at all times during Project implementation, with composition, terms of reference and resources satisfactory to the Association ("PIU").
- (b) Without limitation upon the provisions of Paragraph (a) of this Section I.A.2 of this Schedule 2, the PIU shall at all times: (a) be comprised of qualified and experienced personnel in adequate numbers; (b) no later than one (1) month after the Effective Date, recruit or appoint, and thereafter maintain throughout Project implementation:(i) a deputy coordinator; (ii)

a community development specialist; (iii) a drainage engineer; (iv) a procurement specialist; (v) a financial management specialist; (vi) a senior accountant; (vii) an urban management specialist; (viii) environmental and social specialists as indicated in the ESCP; as well as (ix) all the necessary support personnel as further detailed in the Project Implementation Manual; all with experience and terms of reference acceptable to the Association, as per the Project Implementation Manual; and (c) be responsible for day-to-day Project coordination and implementation, including, *inter alia*: (i) preparing proposed annual work plans and budget of activities for inclusion in the Project, and updating the procurement plan and related budgets and consolidating Project reports for the Project Steering Committee's review; (ii) carrying out all Project financial management, procurement activities and contract execution; and (iii) monitoring and evaluating the Project.

# **B.** Project Implementation Manual

- 1. No later than one (1) month after the Effective Date, the Recipient shall update, in accordance with terms of reference acceptable to the association, the Project implementation manual containing detailed arrangements and procedures, satisfactory to the Association, including, inter alia: (a) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; (e) environmental and social management; (f) the modalities for handling Personal Data collection and processing in accordance with applicable national law and good international practice; (g) safeguards aspects, including a detailed account on payments to Affected Persons including criteria of identification of Affected Persons, methods of payment, flow of funds, and reporting arrangements; and (h) such other administrative, financial, technical, institutional and organizational arrangements and procedures as shall be required for the Project.
- 2. The Recipient shall afford the Association a reasonable opportunity to review and approve such manual, and shall thereafter adopt such manual as it applies to the Project overall implementation; as shall have been approved by the Association ("PIM").
- 3. The Recipient shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned PIM, or any provision of either one thereof, without the prior written consent of the Association.
- 4. In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

## C. Annual Work Plans and Budgets

- 1. Without limitation to the obligations set forth in Section I.B above, the Recipient shall carry out the Project in accordance with Annual Work Plans and Budgets to be prepared and furnished to the Association not later than March 30 of each year during the implementation of the Project (the first such Annual Work Plan and Budgets being due one month after the Effective Date), or any later date as agreed upon with the Association, and containing all activities proposed for inclusion in the Project for the next fiscal year, 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 (c) any Operating Costs or Training that may be required under the Project.
- 2. The Recipient shall afford the Association a reasonable opportunity to exchange views on each such proposed Annual Work Plan and Budgets; and thereafter ensure that the Project is implemented with due diligence during said following year in accordance with such Annual Work Plan and Budgets as shall have been approved by the Association.
- 3. The Annual Work Plans and Budgets may only be amended from time to time in consultation with, and after approval of, the Association. In case of any conflict between the terms of the Annual Work Plans and Budgets and those of this Agreement, the terms of this Agreement shall prevail.

#### D. 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, 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.

# **E.** Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
  - a manual ("CERC Manual") is prepared and adopted in form and (a) substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan:
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
  - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
- 3. The Recipient shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in

- accordance with the CERC Manual and the Safeguard Instruments, and in form and substance acceptable to the Association; and
- (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

## Section II. Project Monitoring, Reporting and Evaluation

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; 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 Grant Allocated (Expressed in SDR)	Percentage of Expenditures to be Financed. (Inclusive of Taxes)
(1) Goods, works, non- consulting services, and consulting services, Operating Costs and Training for the Project	79,353,900	100%

(2) Refund of Preparation Advance	3,778,800	Amount payable pursuant to Section 2.07(a) of the General Conditions
(3) Resettlement Costs under Part 1.2 of the Project	2,267,300	100%
(4) Emergency Expenditures under Part 4 of the Project	0	100%
TOTAL AMOUNT	85,400,000	

## 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, except that withdrawals up to an aggregate amount not to exceed SDR 3,800,000 may be made for payments made prior to this date but on or after January 1, 2024, for Eligible Expenditures under Category (1); or
  - (b) under Category (3) unless and until the Recipient has prepared and adopted the RAPs in form and substance satisfactory to the Association; or
  - (d) under Category (4) for Emergency Expenditures 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 July 31, 2029.

#### **APPENDIX**

#### **Definitions**

- 1. "Annual Work Plan and Budget" or "Annual Work Plans and Budgets" means any or all the annual work plans and budgets approved by the Association and adopted by the Recipient in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement, as said annual work plans and budgets may be modified from time to time with the written agreement of the Association.
- 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. "Affected Person" means a person or entity who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by the involuntary taking of land resulting in: (i) relocation or loss of shelter; (ii) loss of buildings and structures; (iii) loss of assets or access to assets; or (iv) loss of income sources or means of livelihood, whether or not such person must move to another location; or (v) loss on non-land assets such as trade activities and, "Affected Persons", means more than one such Affected Person. "CERC Manual" means the manual referred to in Section F 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 PIM.
- 4. "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.
- 5. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 6. "Disaster Risk Management Committees" means the Recipient's committees composed of representatives at the community level (neighborhood or hill) responsible for identifying and defining the disaster risk anticipation and reduction actions to be taken at neighborhood/hill level, and for raising awareness among community members.
- 7. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated June 3, 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.
- "Environmental and Social Standards" or "ESSs" means, collectively: (i) 8. "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 9. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section F of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
- 10. "Emergency Action Plan" means the plan referred to in Section F, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
- 11. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
- 12. "Flood Affected Areas" means the areas affected by the floods occurred between February and April 2024 within the six catchments as indicated in the PIM, or any additional area as agreed by the Recipient and 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. "MIELS" means *Ministère des Infrastructures, de l'Équipement et des Logements Sociaux*, the Recipient's ministry responsible for infrastructure, equipment and social housing, or any successor thereto acceptable to the Association.

- 15. "MCTIT" means *Ministère du Commerce, du Transport, de l'Industrie et du Tourisme*, the Recipient's ministry responsible for commerce, transport, industry and tourism, or any successor thereto acceptable to the Association.
- 16. "MINHEM" means *Ministère d'Hydrauliques, Energie et Mines*, the Recipient's ministry responsible for hydraulics, energy and mining, or any successor thereto acceptable to the Association.
- 17. "Operating Costs" means the incremental operating costs under the Project, based on the annual work plans and budgets referred to in Section I.C of Schedule 2 to this Agreement as approved by the Association, and incurred by the Recipient for purposes of Project management, implementation, and monitoring and evaluation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, public awareness-related media expenses, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted employees, but excluding salaries of officials of the Recipient's civil service.
- 18. "Performance Improvement Plan" or "PIP" means the medium-term action plan (up to five years) approved by REGIDESO's management specifying the strategy to improve the operational, technical and commercial performance of the water supply services provided by REGIDESO in Bujumbura.
- 19. "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.
- 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 August 21, 2023, and on behalf of the Recipient on September 7, 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" means the manual referred to in Section I.B of Schedule 2 to this Agreement, as may be revised from time to time with the Association's prior and written approval.

- 23. "Project Implementation Unit" means the implementation unit for the Project referred to in Section I.A.2 of Schedule 2 to this Agreement which is the same implementation unit established for the Burundi Transport Resilience Project with grant agreement signed on October 13, 2022 (IDA Grant No. E1280-BI) and which composition and mandate has been updated through *ordonnance* No. 720/824 of June 6, 2024.
- 24. "Project Steering Committee" means the Project Steering Committee referred to in Section I.A.1 of Schedule 2 to this Agreement which is the same Steering Committee established for the Burundi Transport Resilience Project with grant agreement signed on October 13, 2022 (IDA Grant No. E1280-BI).
- 25. "REGIDESO" means *Régie de Production et de Distribution d'Eau et d'Electricité*, the water and electricity production and distribution company established under the laws of the Recipient and operating in accordance with Decree No. 100/164 dated September 5, 1997, which harmonized REGIDESO's articles of association with the Recipient's company law no. 1/002 dated March 6, 1996, as the same may be amended from time to time.
- 26. "Resettlement Costs" means the expenditures incurred for cash compensation and/ or other assistance paid for involuntary resettlement, such as costs related to moving, compensation for assets, compensation to farmers, special assistance to vulnerable Affected Persons, and for loss of livelihoods, as set forth in the relevant site-specific resettlement action plan, acceptable to the Association.
- 27. "Selected Catchments" means the catchment areas of Mutimbuzi, Ntahangwa and Ruzizi, or any additional catchments as agreed by the Recipient and the Association.
- 28. "Selected Communes" means the Bujumbura's communes of Mutimbuzi, Ntahangwa, Mukaza et Muha.
- 29. "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.
- 30. "Training" means the costs of training under the Project, based on the annual work plans and budgets referred to in Section I.C of Schedule 2 to this Agreement, as approved by the Association, and attributable to seminars, workshops, and study tours, along with domestic and international travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.