
**CREDIT NUMBER 74860-SN
AMENDMENT No. 1**

**Agreement Providing for the
Amendment and Restatement of the
Financing Agreement**

**(West Africa Food System Resilience Program
Phase 3 under the Multi-Phase Programmatic Approach)**

Between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**CREDIT NUMBER 74860-SN
AMENDMENT No. 1**

**AGREEMENT PROVIDING FOR THE AMENDMENT AND RESTATEMENT
OF THE FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF SENEGAL (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) (the “Agreement Providing for the Amendment and Restatement of the Financing Agreement”).

WHEREAS the Recipient and the Association entered into a Financing Agreement on February 13, 2024, for the financing of the Project; and

WHEREAS the Recipient and the Association have agreed on the basis, *inter alia*, of the foregoing, to amend the terms and conditions of the Financing Agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

- 1.01. The Financing Agreement is hereby amended and restated so as to read as set forth in the Annex to this Agreement Providing for the Amendment and Restatement of the Financing Agreement.
- 1.02. Except as the Recipient and the Association shall otherwise agree, this Agreement Providing for the Amendment and Restatement of the Financing Agreement shall become effective on the date of its countersignature by the Recipient.

AGREED as of the Signature Date.

REPUBLIC OF SENEGAL

By:

Cheikh DIBA

Authorized Representative

Cheikh DIBA

Name: _____

Title: _____
Ministre des Finances et du Budget

Date: _____
30-Jul-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

Boutheina Guerhazi

Authorized Representative

Name: _____
Boutheina Guerhazi

Title: _____
Director, Regional Integration

Date: _____
24-Jul-2024

CREDIT NUMBER 74860-SN
AMENDMENT No. 1

Financing Agreement

(West Africa Food System Resilience Program
Phase 3 under the Multi-Phase Programmatic Approach)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated February 13, 2024

CREDIT NUMBER 74860-SN

AMENDED AND RESTATED FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SENEGAL (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”). 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 eighty-seven million six hundred thousand Euros (EUR 187,600,000), 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 Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance, or such rate as may apply following a Currency Conversion.
- 2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum, or such rate as may apply following a Currency Conversion; on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are February 15 and August 15 in each year.

- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Euro.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) the CILSS Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the CILSS to perform any of its obligations under the CILSS Financing Agreement;
 - (b) the CORAF Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the CORAF to perform any of its obligations under the CORAF Financing Agreement; and
 - (c) the ECOWAS Revised Treaty has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the ECOWAS to perform any of its obligations under the ECOWAS Financing Agreement.
- 4.02. The Co-financing Deadline for the effectiveness of the Co-financing Agreement is December 31, 2025.
- 4.03. The Additional Events of Acceleration consist of the following, namely that any event specified in paragraphs (a), (b), or (c) of Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Recipient shall have established: (i) the National Steering Committee in accordance with Section I.A.2(a) of Schedule 2 to this Agreement; and (ii) the PIU in accordance with Section I.A.1(b)(i), (ii) and (iii) of Schedule 2 to this Agreement; with functions, composition, terms of reference and resources satisfactory to the Association; and

- (b) the Recipient shall have adopted the Project Implementation Manual (PIM), in form and substance satisfactory to the Association, and in accordance with Section I.B.1(a) of Schedule 2 to this Agreement.

- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. 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 VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister in charge of finance.
- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministère des Finances et du Budget
Rue René Ndiaye x Avenue Carde
BP 4017
Dakar
Republic of Senegal; and

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

Facsimile:	E-mail:
+ 221-33822-4195	bosquiersn@yahoo.fr ; sfall@minfinances.sn

- 6.03. For purposes of Section 11.01 of the General Conditions:

- (a) the Association's address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

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

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	kmiwa@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF SENEGAL

By:

/H.E.M Mamadou Moustapha Ba/

Authorized Representative

Name: H.E.M Mamadou Moustapha Ba

Title: Minister of Economy and Budget

Date: February 13, 2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

/Keiko Miwa/

Authorized Representative

Name: Keiko Miwa

Title: Country Director

Date: February 12, 2024

SCHEDULE 1

Project Description

The objective of the Project is to increase preparedness against food insecurity and improve the resilience of food systems in Participating Countries.

The Project constitutes Phase 3 of the MPA Program and consists of the following parts:

Part 1. Digital Advisory Services for Agriculture and Food Crisis Prevention and Management

- 1.1 Implementing the following program of activities designed to upgrade food crisis prevention and monitoring systems:
 - (a) Improve national capacities for delivery of reliable information services on vulnerability, nutrition and food security through ECOWAS' *Cadre Harmonisé* and agriculture regional information systems, by, *inter alia*:
 - (i) strengthening information and communication technology infrastructure, data collection, as well as technical capacity at the national level, making data available to all actors in the region;
 - (ii) developing decision support tools and methods for improved, user-targeted agro-advisory services, and early warning and response services for food security; and
 - (iii) introducing innovative technologies for data collection, integration and analysis.
 - (b) Reorganize and improve national pest and disease monitoring and management mechanisms by, *inter alia*:
 - (i) strengthening phytosanitary data collection and sharing;
 - (ii) developing and operationalizing harmonized phytosanitary data management and forecasting systems;
 - (iii) capacity-building to strengthen skills, including policy and regulatory as needed, in surveillance, data analysis and forecasting; and
 - (iv) training on pest management, disaster risk and good agricultural practices.

- (c) Strengthen regional collaboration for food crisis prevention by, *inter alia*:
 - (i) promoting collaboration and information exchange between regional and national entities by establishing thematic regional working groups and organizing joint capacity-building and events; and
 - (ii) implementing data policies based on open access principles to build the value of data related to agriculture, food security, vulnerability and hydromet services.

1.2 Implementing the following program of activities designed to strengthen digital hydromet and agro-advisory services for farmers:

- (a) Improve the production of climate, hydromet, agromet and impact-based information for use by decision-makers, farmers, pastoralists and other actors in the food system by, *inter alia*:
 - (i) augmenting national hydromet infrastructure and technical capacities, including the use of big data, artificial intelligence and other innovative forecasting digital tools;
 - (ii) streamlining the chain of information across regional, national and sub-national levels so as to develop cost-effective regional information systems;
 - (iii) ensuring maximum utility of existing infrastructure and services;
 - (iv) enhancing cooperation between public and private hydromet and agromet service providers; and
 - (v) supporting targeted capacity building and Training.
- (b) Support timely delivery and use of essential agro-hydrometeorological information to key users by, *inter alia*, development of multimodal communication channels, supporting co-development of services by users, and targeted outreach.
- (c) Strengthen the financial and institutional sustainability of national institutions providing climate, hydromet and agromet information by, *inter alia*:
 - (i) developing and implementing strategies for long-term financial and institutional sustainability, including technical assistance to leverage public-private agromet and hydromet data collection;

- (ii) creating policy environment conducive to collaboration between the public, private and academic sectors;
- (iii) facilitating open access to relevant hydrological and meteorological data and basic services; and
- (iv) leveraging state-of-the-art technologies and new business models.

Part 2: Sustainability and Adaptive Capacity of the Food System's Productive Base

2.1 Implementing the following program of activities designed to consolidate regional agriculture innovation systems:

- (a) Strengthen the National Centers of Specialization and Regional Centers of Excellence by, *inter alia*:
 - (i) consolidation of National Centers of Specialization and Regional Centers of Excellence;
 - (ii) investments in capacity improvements, adaptive research and provision of scholarships and Training for undergraduate, graduate and/or PhD level education at the national level, including works and related equipment; and
 - (iii) development of research programs with a focus on climate-smart plant breeding, seed systems, agri-food processing, phytopathology, bio-digital applications, animal breeding, feeding and vaccines adapted to local conditions, as well as gender-smart focused technologies.
- (b) Deepen and expand regional research and development networks by, *inter alia*:
 - (i) undertaking regional networking and capacity building activities, including technology exchanges;
 - (ii) investments in linkages with international research centers, undertaking strategic studies and planning, priority research and exchange of researchers, as well as knowledge sharing and communication;
 - (iii) developing research Sub-Projects based on priority research themes identified, to be managed by the National Funds for Agricultural and Agri-Food Research; and

- (iv) developing Sub-Projects to support large-scale dissemination of research products on both crops and livestock and the multiplication of new improved seed varieties (including forage crops), to be managed by the National Fund for Agro-Sylvo-Pastoral Development.
- (c) Modernize national extension services by, *inter alia*:
 - (i) investments in modern approaches to extension services, including select relevant tools for e-extension and digital agriculture and facilitate their adoption, improved agricultural extension strategies and/or Training; and
 - (ii) upgrading extension services delivery at the national level.
- (d) Promoting technology access and exchange, including *inter alia* (i) value chain innovation platforms, mechanization services, upgraded national seed systems and soil fertility management capacities, and related outreach; and (ii) rehabilitation of relevant infrastructure.
- (e) Supporting the provision, traceability and smart-subsidies of fertilizers.

2.2 Implementing the following program of activities designed to strengthen regional food security through integrated landscape management:

- (a) Establish a participatory integrated landscape management system by, *inter alia*:
 - (i) development of integrated landscape management plans by landscape stakeholders; and
 - (ii) establishment and operationalization of landscape committees and implementation by said committees of said integrated landscape management plans.
 - (iii) preparation of territorial planning guides and training modules;
 - (iv) provision of training to public sector officials involved in territorial planning to help scale up and institutionalize integrated landscape management;
 - (v) formulation of public policy proposals and a stock-taking exercise with participants of the ILM processes; and

- (vi) provision of capacity building and equipment to strengthen the National Institute of Pedology.
- (b) Enhance the resilience of ecosystem and food system in priority landscapes through the financing of Sub-Projects; and
- (c) Secure resilience ecosystem and food system beyond priority landscapes by, *inter alia*, provision of (i) Matching Grants in the targeted landscapes, to support transition towards Agro-ecology; and (ii) financing of technical assistance, capacity-building, development of business plans, Training and equipment required for the purpose.

Part 3. Regional Food Market Integration and Trade

- 3.1 Implementing the following program of activities designed to facilitate trade across key corridors and consolidate food reserve systems:
 - (a) Develop and implement an ECOWAS agricultural trade and market scorecard mechanism to track national implementation of regional policies and regulations, as well as implement the ECOWAS trade liberalization scheme and ECOWAS.
 - (b) Encourage harmonization of agricultural regional trade policies on critical food system resilience, including reforms on sanitary and phytosanitary standards for food safety and compliance, as well as related outreach and capacity-building.
 - (c) Improve the performance of the regional food security reserve to respond to crises, design sustainable mechanisms for financing food storage and crisis management systems as well as providing direct support to the first, second and/or third lines of food security defense through technical assistance and Training for the purpose, including the review and upgrade of storage facilities.
 - (d) Build national capacity for agricultural trade negotiations by providing analysis and foresight to inform trade strategies, action plans and fiscal policy positions for selected regional priority products.
 - (e) Build the capacity of the ECOWAS' West Africa Rice Observatory by enhancing its capacity for coordination, data collection and analysis, as well as communications on rice value chain development.
- 3.2 Implementing the following program of activities designed to support development of strategic and regional value chains:

- (a) Strengthen value chain organization and financing by, *inter alia*, Participating Countries' provision of Matching Grants to eligible productive alliances contributing to the transition towards Agro-ecology, to facilitate access to financing, or financing of eligible activities relevant to value chain entrepreneurs to enhance their integration into regional markets, as well as provision of capacity-building support.
- (b) Strengthen agricultural competitiveness and market access infrastructure by, *inter alia*, (i) strengthening the capacity of national institutions for development of standards and regulations for improved product quality, sanitary and phytosanitary services, certifications, traceability and quality control and regional agricultural trade digital platforms; and (ii) provision of technical assistance, financing of related studies, including one for critical investments to leverage private financing.
- (c) (i) Strengthen multi-stakeholder coordination and private sector enabling environment, including public-private dialogue and support policy reforms in the agriculture and food sectors; and (ii) support to public entities in the trade and agriculture sector to improve data collection and access, and facilitate transactions and cross-border trade.

Part 4. Contingent Emergency Response

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

Part 5. Project Management

Strengthening the capacity of the Project Implementation Units for implementation and management of the Project activities and results, including planning, preparation of annual work plans and budgets, preparation of Project progress reports, communication, overall management of procurement and financial management including carrying out of audits, monitoring and evaluation of Project activities and management of environmental and social aspects, all through the provision of consulting services, non-consulting services, Training, Operating Costs and acquisition of goods for the purpose.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Ministry of Agriculture, Food Sovereignty and Livestock (MASAE)

- (a) The Recipient shall designate, at all times during the implementation of the Project MASAE to be responsible for prompt and efficient oversight and coordination of the implementation of Project activities, and shall take all actions, including the provision of funding, personnel and other resources necessary to enable MASAE to perform said functions.
- (b) To this end, the Recipient shall:
 - (i) maintain, at all times during the implementation of the Project, an implementation unit within MASAE (“Project Implementation Unit”), with terms of reference, qualified staffing and resources satisfactory to the Association, to be responsible for overall coordination as well as day-to-day management, supervision and administration of the Project activities and results at the national and local levels, preparation of and consolidation of the annual work plans and budgets, fiduciary aspects (financial management and procurement), environmental and social standards aspects, reporting and communication of Project activities, and monitoring and evaluation of Project activities, all in accordance with the provisions of the PIM. To this end, the PIU shall be responsible for the consolidation of financial, monitoring and evaluation, AWP&Bs and Project reports and submission of Project reports to the National Steering Committee in accordance with the PIM;
 - (ii) without limitation to the provisions of sub-paragraph (i) immediately above, ensure that the PIU is staffed *inter alia* with:
 - (A) a Project coordinator, a deputy coordinator, a procurement specialist and relevant technical staff in adequate numbers, throughout Project implementation;
 - (B) an environmental specialist and a social development/GBV/SEA/SH specialist, as further set out in the ESCP, no later than three (3) months after the Effective Date, or any later date as agreed by the Association;
 - (C) a monitoring and evaluation specialist, accountants, and an internal auditor, no later than four (4) months after the Effective

Date, or any later date as agreed by the Association; and (D) an external auditor, no later than six (6) months after the Effective Date, or any later date as agreed by the Association, as further set out in the PIM, all under terms of reference, experience and qualifications satisfactory to the Association;

- (iii) without limitation to the provisions of sub-paragraphs (i) and (ii) immediately above, recruit and thereafter maintain, throughout Project implementation, a financial and administrative manager and a chief accountant;
- (iv) without limitation to the provisions of sub-paragraphs (i), (ii) and (iii) immediately above, ensure that the PIU has set up an accounting and reporting system in form and substance satisfactory to the Association, no later than four (4) months after the Effective Date, or any later date as agreed by the Association; and
- (v) ensure coordination with CILSS, CORAF, and ECOWAS, as relevant, on technical aspects of Project implementation.

2. **National Steering Committee and Regional Steering Committee**

Without limitation upon the provisions of paragraph 1 immediately above, the Recipient shall, in accordance with the provisions of the PIM:

- (a) establish and thereafter, maintain at all times during the implementation of the Project a National Steering Committee to provide policy guidance for the Project and said committee shall meet at least once each Fiscal Year to undertake, among other tasks, the review and approval of the draft Annual Work Plan and Budget, approve annual report, and review of the status of Project implementation progress; and
- (b) designate and send a representative to the Regional Steering Committee (“RSC”). The RSC shall be chaired by the ECOWAS Commissioner in charge of Agriculture, Environment, and Water Resources (or representative) and will include, among others, representatives of CILSS, CORAF, ECOWAS, and the Participating Countries. The RSC, in accordance with the provisions of the PIM, shall provide overall guidance and oversight for activities under the Project (including advocating for regional collaboration in knowledge development, and act as a liaison between the Project, regional leadership and the public at large), and hold meetings at least once a year to examine and approve annual work plans and budgets and annual implementation reports of Participating Countries, CILSS, CORAF and ECOWAS to ensure the consistency of Project

activities and to provide strategic directions and to make recommendations aimed at ensuring better performance, greater sustainability and impact of the Project.

B. Implementation Arrangements

1. Project Implementation Manual and Matching Grants Implementation Manual

- (a) The Recipient shall prepare and adopt a Project implementation manual, in form and substance satisfactory to the Association, which shall include provisions on the following matters: (i) capacity building activities for sustained achievement of the Project 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 national and local levels; (iv) institutional administration, coordination and day to day execution of Project activities; (v) monitoring and evaluation of Project activities and results (including the roles and responsibilities of third party monitoring agents where applicable); (vi) reporting arrangements; (vii) information, education and communication of Project activities and results; (viii) guidelines for assessing and managing environmental and social risks and impacts of Project activities and designing appropriate mitigation, management and monitoring measures in respect of said impacts; (ix) arrangements for the grievance mechanism under the Project including a grievance mechanism for the safe, ethical, effective and confidential handling of complaints related to sexual exploitation and abuse and/or sexual harassment; (x) Personal Data collection and processing under grievance mechanisms in accordance with good international practices where applicable, including a separate and confidential process for handling sexual exploitation and abuse and/or sexual harassment complaints data; (xi) eligibility criteria, policy and procedures for selection of beneficiaries and awarding of scholarships and/or grants to selected beneficiaries under Part 2.1 of the Project; (xii) eligibility criteria, policy and procedures for selection of beneficiaries and activities under Sub-Projects for Part 2.1(b)(iii) and (iv) and Part 2.2(b) of the Project; (xiii) actions and procedures for the implementation of the gender action plan; (xiv) criteria, timing and procedures for conclusion of agreements with implementing partners (such as service agreements or memoranda of understanding), as required, to define respective responsibilities under the Project; and (xv) such other technical and organizational arrangements and procedures as shall be required for the Project.

- (b) The Recipient shall prepare and adopt in form and substance acceptable to the Association, a Matching Grants Implementation Manual (“MGIM”) which shall contain eligibility criteria, policy and procedures for selection of beneficiaries and activities, and awarding of Matching Grants to selected beneficiaries to carry out activities under Parts 2.2(c) and 3.2(a) of the Project.
- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on the PIM and the MGIM, and thereafter, shall adopt the PIM and the MGIM, as shall have been approved by the Association.
- (d) The Recipient shall ensure that the Project is carried out in accordance with the PIM and the MGIM; provided, however, that in case of any conflict between the provisions of the PIM, the provisions of the MGIM, and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (e) Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the PIM or the MGIM.

2. **Annual Work Plan and Budget**

- (a) The Recipient shall prepare and furnish to the Association not later than November 30 of each Fiscal Year during the implementation of the Project, a draft work plan and budget for Project implementation, setting out, *inter alia*: (i) a detailed description of all activities proposed to be included in the Project for the next Fiscal Year; (ii) a proposed financing plan for expenditures required for such activities, including proposed amounts and sources of financing; (iii) environmental and social instruments applicable to such activities in accordance with the provisions of ESCP; (iv) detailed budgeted activities to support the implementation of the Gender Action Plan; and (v) responsibility for execution of said Project activities.
- (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” or “AWP&B”).

- (d) The Recipient shall not make or allow to be made any change(s) to the approved AWP&B 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, 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. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, 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 thirty (30) days before the Closing Date, 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 amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
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, within 24 hours of the occurrence in the case of severe incidents or accidents, including allegations of gender-based violence, Sexual Exploitation and Abuse or Sexual Harassment, and within 48 hours of the occurrence in the case of serious accidents, 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, including without limitation any fatal Project related accidents, any dispute between security forces (assigned to protect the Project), pollution of soil, waterways and bodies of water, pesticide poisoning, incidents or accidents on Project sites, cohabitation conflicts related to land pressure, labor influx issues, including those related to the spread of communicable diseases such as COVID-19, cases of gender-based discrimination, exclusion of vulnerable groups (women, youth, people with disabilities, pastoralists, illiterate ethnic/linguistic groups), cases of Sexual Exploitation and Abuse, and Sexual Harassment complaint management, 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 and transparent grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, with adequate staffing and processes, 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, and to receive, register, hear, facilitate and determine fairly, safely, ethically and in good faith and on a confidential basis, all complaints, concerns and grievances raised in relation to the Project, including those related to the environmental and social matters and a dedicated channel for the ethical handling of Sexual Exploitation and Abuse and Sexual Harassment complaints, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory 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, 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, explicitly prohibiting and outlining sanctions for, among others, acts of Sexual Exploitation and Abuse and Sexual Harassment and all sexual activities with anyone under the age of 18 and the recruitment of minors, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

D. Contingent Emergency Response under Part 4 of the Project

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

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

E. Investments, Activity Areas, Matching Grants and Sub-Projects

1. The Recipient shall ensure that investments to be made and areas in which activities are to be implemented under the Project are selected and approved in accordance with criteria and procedures, and under financing terms and conditions, set forth in the PIM.
2. Without prejudice to paragraph 1 immediately above or to Section I.B.1 of Schedule 2 to this Agreement, the Recipient shall ensure that any Project activities involving the use or risk of pollution of the waters of an international waterway will be limited to the rehabilitation or minor additions or alterations of existing schemes or existing installations that will not cause adverse impact to other riparian countries or will not be adversely affected by other riparians' possible water use, as further set forth in the PIM.
3. The Recipient shall select beneficiaries and provide Matching Grants under Parts 2.2(c) and 3.2(a) in amounts and for purposes, all in accordance with procedures and criteria set out in the MGIM.
4. The Recipient shall select beneficiaries and activities for Sub-Projects under Part 2.1(b)(iii) and (iv) and Part 2.2(b) of the Project, in accordance with procedures and criteria set out in the PIM.

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 Euros)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs under the Project, except for fertilizers under Parts 2.1(a), 2.1(e), 3.2 and 5 of the Project	90,048,000	100%
(2) Matching Grants under Parts 2.2(c) and 3.2(a) of the Project	48,776,000	100%
(3) Sub-Projects under Part 2.1(b)(iii) and (iv), and Part 2.2(b) of the Project	47,838,000	100%

(4) Emergency Expenditures under Part 4 of the Project	0	100%
(5) Refund of Preparation Advance	938,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	187,600,000	

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) under Category (2), until and unless: (i) the Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled; and (ii) the Recipient has adopted the MGIM in form and substance satisfactory to the Association; or
 - (c) under Category (4) , until and unless all of the following conditions have been met in respect of said expenditures, namely that: (i) 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); (ii) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and (iii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is March 29, 2030.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15:	
commencing February 15, 2029, to and including August 15, 2048	1.65%
commencing February 15, 2049, to and including August 15, 2053	3.40%

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

APPENDIX

Definitions

1. “Annual Work Plan and Budget” or “AWP&B” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.B.2 of Schedule 2 to this Agreement.
2. “Agro-ecology” means an integrated approach that applies ecological and social concepts and principles to the design and management of food and agricultural systems.
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. “Basis Adjustment to the Interest Charge” means the Association’s standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
5. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed as a percentage per annum.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “CERC Manual” means the manual referred to in Section I.D. of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Operational Manual.
8. “Co-financier” means the International Fund for Agricultural Development, established through an agreement adopted by the United Nations Conference on the Establishment of an International Fund for Agricultural Development on June 13, 1976, in Rome.
9. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, an amount equivalent to US\$30 million, to be provided by the Co-financier to assist in financing the Project.

10. “Co-financing Agreement” means the agreement between the Recipient and the Co-financier providing for the Co-financing, dated July 3, 2024.
11. “CILSS” means the *Comité Permanent Inter-Etats de lutte contre la sécheresse dans le Sahel*, the Permanent Interstate Committee for Drought Control in the Sahel, established as an international organization pursuant to the *Convention portant création du Comité Permanent Inter-Etats de lutte contre la sécheresse dans le Sahel*, dated September 12, 1973, and revised on April 22, 1994.
12. “CILSS Financing Agreement” means the financing agreement No. D920 entered into between the CILSS and the Association dated December 20, 2021, pursuant to which the Association extends to CILSS a grant to assist in CILSS’ implementation of the MPA Program on terms and conditions set forth in said agreement.
13. “CILSS Legislation” means *Convention portant création du Comité Permanent Inter-Etats de lutte contre la sécheresse dans le Sahel*, dated September 12, 1973, and revised on April 22, 1994.
14. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part IV of the Project to respond to an Eligible Crisis or Emergency.
15. “CORAF” means the West and Central African Council for Agricultural Research and Development, a regional organization aimed to strengthen national agricultural research system and to promote agricultural productivity and competitiveness.
16. “CORAF Financing Agreement” means the financing agreement No. D929 between the CORAF and the Association dated December 20, 2021, pursuant to which the Association extends to CORAF a grant to assist in financing CORAF’s implementation of the MPA Program on terms and conditions set forth in said agreement.
17. “CORAF Legislation” means collectively the Registration Act (*enregistrement*) of the Republic of Senegal MAE No. 0892 MAESE dated December 20, 1989, CORAF’s Statutes dated June 2008, and CORAF’s Governance Manual dated June 20, 2008, pursuant to which CORAF has been established and is functioning.
18. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
19. “ECOWAP” means ECOWAS Agricultural Policy adopted by the Heads of States of the ECOWAS member countries on January 19, 2005.
20. “ECOWAS” means the Economic Community of West African States, established and operating pursuant to the ECOWAS Revised Treaty.

21. “ECOWAS Financing Agreement” means the financing agreement No. D923 entered into between the ECOWAS and the Association dated January 26, 2022, pursuant to which the Association extends to ECOWAS a grant to assist in financing ECOWAS’ implementation of the MPA Program on terms and conditions set forth in said agreement.
22. “ECOWAS Revised Treaty” means the establishment treaty of ECOWAS, signed in Cotonou, Benin, on July 24, 1993.
23. “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.
24. “Emergency Action Plan” means the plan referred to in Section I.D 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.
25. “Emergency Expenditure” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.D of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
26. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 22, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
27. “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.

28. “Fiscal Year” means the Recipient’s twelve-month period starting January 1 and ending December 31 of the same calendar year.
29. “GBV/SEA/SH” means gender-based violence, sexual exploitation and abuse/sexual harassment.
30. “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).
31. “ILM” means integrated landscape management.
32. “Matching Grants” means the grants to be provided under Parts 2.2(c) and 3.2(a) of the Project in accordance with Section I.E.3 of Schedule 2 to this Agreement.
33. “Matching Grants Implementation Manual” or “MGIM” means the Recipient’s manual referred to in Section I.B.1(b) of Schedule 2 to this Agreement, as such manual may be amended from time to time with the agreement of the Association.
34. “Ministry of Agriculture, Food Sovereignty and Livestock” or “MASAE” means the Recipient’s ministry in charge of agriculture, or its legal successor thereto.
35. “MPA Program” means the multiphase programmatic approach program designed to increase preparedness against food insecurity and improve the resilience of food system actors, priority landscapes and value chains in program areas.
36. “National Centers of Specialization” means an entity responsible for conducting research on a specific commodity, the results of which can be adapted by a member of ECOWAS.
37. “National Fund for Agricultural and Agri-Food Research” means *Fonds National de Recherches Agricoles et Agro-Alimentaire*, the Recipient’s fund aimed to finance agricultural and agro-processing research projects considered as priority by the Government, the National Agricultural and Agro-Sylvo-Pastoral Research System (SNRASP), development partners and beneficiaries of research outcomes, created through Decree No. 99-85 date February 4, 1999, and published in the Recipient’s official gazette on September 17, 2011.
38. “National Fund for Agro-Sylvo-Pastoral Development” or “FNDASP” means *Fonds National de Développement Agro-Sylvo-Pastoral*, the Recipient’s fund aimed to finance in a selective basis, programs of agro-sylvo-pastoral research, advisory, training of producers and institutional support for producers organizations, created through: (i) Article 72 of Law No. 2004-16 dated June 4,

2004, relating to the Agro-Sylvo-Pastoral Orientation Law published in the Recipient's Official Gazette No. 6176 dated August 14, 2004; and (ii) through Decree 2007-1146 dated October 4, 2007, relating to the organization and operation of FNDASP.

39. "National Institute of Pedology" or "INP" means *Institut National de Pédologie*, the Recipient's institute aimed to identify and control soil resources characteristics, safeguard land patrimony, train and sensitize producers and other economic operators on the role of soil science for a sustainable and productive land use, created through Decree No. 2004-802 dated June 28, 2004, establishing, organizing and operating the INP.
40. "National Steering Committee" means the project steering committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
41. "Operating Costs" means incremental expenditures incurred by the Recipient on account of Project implementation, management and monitoring, including: dissemination of Project related information, travel costs, lodging and *per diem* for field trips related to Project implementation; vehicle rent and operation, supplies and utilities, salaries of contracted or temporary Project staff, mail, advertisement costs, translation costs, commercial bank charges, communication costs, office space rental, office equipment and maintenance, hardware and software, as such costs shall be agreed with the Association on an annual basis, but excluding salaries of officials and/or employees of the Recipient's civil service.
42. "Participating Countries" means collectively, for Phase 1 of the MPA Program, Burkina Faso, Republic of Mali, Republic of Niger and Republic of Togo, for Phase 2 of the MPA Program, Republic of Chad, Republic of Ghana and Republic of Sierra Leone, and for Phase 3 of the MPA Program, Republic of Senegal, and the term "Participating Country" means any of the Participating Countries.
43. "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.
44. "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 May 17, 2023, and on behalf of the Recipient on May 23, 2017.

45. “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.
46. “Project Implementation Manual” or “PIM” means the Recipient’s manual referred to in Section I.B.1(a) of Schedule 2 to this Agreement, as such manual may be amended from time to time with the agreement of the Association.
47. “Project Implementation Unit” or “PIU” means the unit referred to in Section I.A.1(b)(i) of Schedule 2 to this Agreement and as described in the PIM.
48. “Regional Centers of Excellence” means a regional entity, which is oriented towards excellence and organized by national institutions sharing priorities in the fields of agricultural research, innovation, teaching and learning. Such entity may have experimental sites located in several countries of the ECOWAS region.
49. “Regional Steering Committee” means the committee to be established by ECOWAS and referred to in Section I.A.2 of Schedule 2 to this Agreement.
50. “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.
51. “Sub-Projects” means, for purposes of Part 2.1(b)(iii) and (iv) and Part 2.2(b) of the Project, eligible investments focused on *inter alia* land and watershed restoration, agroforestry, floodplain restoration and water mobilization, irrigation schemes rehabilitation, and delivery of appropriate mechanical and biological resources. For the Recipient, this means financing of climate-smart technologies on land and watershed restoration, soil fertility management and improved crop and livestock materials, as further set out in the PIM.
52. “Training” means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, *per diem* allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.