GRANT NUMBER E189-ST

Financing Agreement

(SADC Regional Statistics Project)

between

DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS:

- (A) The Southern African Development Community (SADC) is a public international organization whose objectives include, *inter alia*, promoting sustainable and equitable economic growth and socio-economic development that will ensure poverty alleviation with the ultimate objective of its eradication, enhancing the standard and quality of life of the people of Southern Africa and supporting the socially disadvantaged through regional integration, and to achieve its objectives, SADC is mandated to, *inter alia*, harmonize socio-economic policies of member states.
- (B) In 2020, the SADC adopted its Regional Strategy for the Development of Statistics (2020 2030) (RSDS) whose thrust is the transformation and modernization of the SADC regional statistics to address basic and emerging data challenges in a robust manner and consistent with international frameworks and guidelines, and in 2021, the SADC approved the SADC Protocol on Statistics, which provides a legal framework to enable and enhance statistical development and innovation in SADC member states.
- (C) The SADC RSDS provides a strategy for building statistical capacity and production of harmonized regional statistics for policy, planning, decision-making, monitoring and reporting on development progress.
- (D) Certain SADC member states, namely, the Republic of Madagascar, the Republic of Malawi, the Republic of Zambia, and the Union of the Comoros, are in the process of planning or designing and adopting or implementing a national statistical development strategy. The Democratic Republic of São Tomé and Príncipe is also in the process of implementing a national statistical development strategy. Each of these countries (collectively, the "Participating Countries") is committed to participating in a regional approach to enhancing statistical development and innovation.
- (E) The SADC is committed to supporting SADC member states improve the production and quality of statistics and will support their efforts to

harmonize statistics following the RSDS and the Strategy for the Harmonization of Statistics in Africa 2017-2026. The SADC also will work in collaboration with SADC member states to produce regional-level statistics to inform policies to strengthen regional integration.

(F) The SADC and each of the Participating Countries, having satisfied themselves as to the feasibility and priority of the regional project described in Schedule 1 to this Agreement, have requested assistance from the Association in the financing of their respective part of the regional project.

NOW THEREFORE 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 two million and three hundred thousand Special Drawing Rights (SDR 2,300,000) ("Financing"), to assist in financing the Recipient's respective part of the regional project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are June 1 and December 1 in each year.
- 2.05. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the regional project. To this end, the Recipient shall cause the Project to be carried out by the *Instituto Nacional de Estatística* (INE) and the *Agência Fiduciaria de Administração de*

Projetos (AFAP) 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) INE's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of INE to perform any of its obligations under the INE Implementation Agreement.
 - (b) AFAP's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of AFAP to perform any of its obligations under the AFAP Subsidiary Agreement.
 - (c) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by INE or AFAP of their obligations under the INE Implementation Agreement or AFAP Subsidiary Agreement, respectively.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The AFAP Subsidiary Agreement has been executed on behalf of the Recipient and AFAP.
 - (b) The INE Implementation Agreement has been executed on behalf of the Recipient and INE.
 - (c) The SADC Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness (other than the effectiveness of this Agreement) have been fulfilled.
 - (d) The Recipient, INE and AFAP shall have adopted the Project Operational Manual in accordance with the provisions of paragraph 1 of Section I.D of Schedule 2 of this Agreement.
 - (e) The Recipient has recruited or appointed an assistant project coordinator with experience and under terms of reference satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred and twenty (120) 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 of Planning, Finance and Blue Economy.
- 6.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministry of Planning, Finance and Blue Economy Agua Grande Caixa Postal No. 168 São Tomé, Republic of São Tomé and Príncipe; and

(b) the Recipient's Electronic Address is:

E-mail:

mpf.geral@financas.gov.st

- 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:

248423 (MCI) 1-202-477-6391

AGREED as of the Signature Date.

DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE

Ву		Jungher.
	Nama	Authorized Representative Ginésio Valentim Afonso da Mata
	Name: Title:	Ministro das Finanças
		16-ago-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

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Name:

Director, Regional Integration

15-Aug-2023

SCHEDULE 1

Regional Project Description

The objective of the regional project is to strengthen the institutional capacity of SADC and Participating Countries to produce, disseminate and use quality statistics while increasing regional harmonization and collaboration.

The regional project consists of the following parts:

Part 1. Regional component: Improve harmonization, quality, and dissemination of core social and economic statistics

- 1.1. Improve capacity for data production, management, and dissemination.
 - (a) Support the national statistical offices and agencies of SADC member states to improve their ability to collect and produce statistical information through, *inter alia*: (i) developing guidelines and delivering technical assistance for data collection from administrative records; (ii) expanding the use of specialized software; (iii) assisting development and maintenance of statistical business registers; (iv) piloting processing big data for statistical purposes; (v) delivering trainings for accessing and use of spatial information to collect census and survey data through cartographic work; (vi) providing advanced training on sampling techniques; and (vii) developing harmonized survey modules to collect household-level surveys to generate more data including on informal sector, poverty, labor statistics, gender, migration.
 - (b) Provide technical assistance and trainings to SADC member states to conduct agricultural censuses and surveys.
 - (c) With respect to SADC member states, *inter alia*: (i) develop guidelines and pilot harmonized supply and use tables to generate regional value chains; (ii) support country level harmonization of national accounts, including rebasing of gross domestic product; (iii) provide technical assistance to develop integrated economic accounts and satellite accounts; and (iv) develop and implement regional producer price indices, trade indices and an index of industrial production.
- 1.2. Improve access and usage of regional statistics.
 - (a) Support the SADC Secretariat's statistics unit to develop and implement, *inter alia*: (i) SADC's integrated trade statistics system; (ii) open data portals for SADC statistics using the latest dissemination technologies;

- and (iii) harmonized data transmissions procedures and architecture for SADC member states' national statistical offices and agencies.
- (b) Strengthen the capacity of the SADC statistics unit through expert training and equipment.
- (c) Generate partnership opportunities with academic institutions on use of data for policy design, implementation, and evaluation.

1.3. Project management

Support implementation of Part 1 activities through, *inter alia*: (a) the hiring or designation of a coordinator, and financial management and procurement specialists and/or assistants for the SADC project implementation unit, as required; (b) purchase of additional equipment, including software; and (c) support to meetings of the SADC Steering Committee and the performance of its functions, and to advocacy with the Statistics Committee member states for the implementation of the Protocol on Statistics.

Part 2. Country Component: Close gaps in data production, statistical capacity, and data use at country level

2.1. Close data production gaps

Support closing of critical data gaps and the enhancement of data quality through data collection activities including, *inter alia*:

- 2.1.1. Provide technical support to Participating Countries in collecting household, agricultural, and firm-level surveys and improving the quality of national accounts.
- 2.1.2. In Madagascar, support preparatory activities for the next housing and population census including updates to cartography, manuals, training, and questionnaire design.
- 2.1.3. In São Tomé and Príncipe, support the final phase of processing, analyzing results and disseminating the latest housing and population census.
- 2.1.4. In Zambia, support administrative data systems including *inter alia* the development of a migration information system, a tourism information system, and the compilation of climate change statistics.
- 2.1.5. In Malawi, support the collection of the labor force survey, the integrated household survey, the demographic health survey, the national census of agriculture, and the census of economic activities.

2.2. Strengthen institutional capacity.

Support the modernization and strengthening of Participating Country national statistical offices and agencies through training of staff, institutional development, upgrading equipment and other inputs to create adequate conditions for data production.

- 2.2.1. Enhance institutional frameworks and statistical capacity.
 - (a) Strengthen institutional frameworks in Participating Countries by supporting the implementation of national statistical development strategies, secondary legislation to support statistics laws, implementation of the SADC protocol on statistics, and other institutional reforms; and (b) support technical capacity building activities for Participating Country national statistical offices and data agencies through workshops, courses, and experience exchanges.
 - 2.2.1.1. In Madagascar: (a) support capacity-building of INSTAT and DGEP for, *inter alia*, statistical and economic analysis; (b) support implementation of a sustainability and own resources generation plan for INSTAT; and (c) pilot a performance payment system for directorates to improve their performance in a transparent way.
 - 2.2.1.2. In São Tomé and Príncipe, support the update of the national statistical development strategy.
 - 2.2.1.3. In Zambia, support the institutional transformation of Zamstats through an independent organizational structure assessment and roadmap.
- 2.2.2. Upgrade equipment and operational statistical inputs, and information and communications technologies.

Finance modern statistical and ICT equipment, materials and software necessary to ensure proper quality and data security in Participating Countries.

- 2.2.2.1. In Madagascar, support minor renovation of the INSTAT premises and the procurement of equipment upgrades for INSTAT and DGEP.
- 2.2.2.2. In Malawi, support: (a) internet connections; (b) finance power backup systems, including solar generators; and (c) minor rehabilitation of NSO infrastructure.

2.2.2.3. In Zambia, support the procurement of software and provide associated technical assistance to meet the demands of the projected increased data production to enable efficient data flows, and compliance with safety and documentation standards.

2.3. Promote data dissemination, use and open access.

Support data use through systematic and timely dissemination of data and improved accessibility including strengthening skills in key methodologies and tools, the development of data dissemination strategies, and development of forward and backward linkages between the Participating Country national statistical offices and agencies and line ministries to promote evidence-based policymaking.

2.3.1. Supporting wider data accessibility.

Support activities to assist Participating Country national statistical offices and agencies to increase dissemination of information from surveys collected and indicators generated under the Project.

- 2.3.1.1. Improve microdata access from the web in Comoros, Madagascar, Malawi, and Zambia.
- 2.3.1.2. In Madagascar, support, *inter alia*: (a) participation and compliance in IMF dissemination standards: and (b) set up and implement user assessment surveys to understand user practices and inform design changes.
- 2.3.1.3. In São Tomé and Príncipe, support the coordination of the national statistical system by, *inter alia*, supporting regular meetings of the national statistical council.
- 2.3.1.4. In Zambia, set up and implement user assessment surveys to understand user practices and inform design changes.

2.3.2. Promoting data use by key stakeholders

Promote increased usage of statistical products and administrative data by supporting a closer engagement between Participating Country national statistical offices and agencies, key ministries, and stakeholders throughout the data production lifecycle.

2.3.2.1. In Madagascar, support INSTAT and DGEP to: (a) implement tools, including input-output matrix, social accounting matrix, economic modelling and forecasting tools, and decision-making tools; (b) enhance data use demand through production and

dissemination of policy notes; and (c) planning and monitoring and evaluation systems.

- 2.3.2.2. In Malawi, support data use by ministries through, *inter alia*: (a) mechanization of data collected by the NSO to feed ministry information systems; (b) incorporation of information from satellite imagery to carry out rapid monitoring systems; and (c) improve data use and linkage between the NSO and line ministries to facilitate evidence-based policy making.
- 2.3.2.3. In São Tomé and Príncipe, support: (a) consultations and coordination with the relevant ministries and other partners during the design-phase of the household survey and the dissemination of the results; (b) biannual data users training seminars; and (c) an annual data users' satisfaction survey.
- 2.3.2.4. In Zambia, enhance statistical data use by supporting:(a) statistical literacy trainings to select strategic stakeholders;(b) the establishment of an in-house statistical training center; and(c) carry out a survey on statistical knowledge attitudes and practices to potential data users.

Part 3. Project Management

Supporting project management and implementation including, *inter alia*:

3.1. Establish project implementation units (PIUs) at regional and country level.

Establish and strengthen the capacity of the project implementation unit in each Participating Country and at SADC for implementation and management of project activities and results, including planning, communication, overall management of procurement and financial management including carrying out of audits, 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.

3.2. Monitor and evaluate project implementation.

Monitor and evaluate project activities through, *inter alia*, production of a monitoring and evaluation strategy, preparation of project progress reports, and for the SADC PIU, preparation of a report on indicators' status of the SADC logical framework and the annual collection of the project development objective indicators from Participating Countries.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

- 1. The Recipient shall cause INE to establish and maintain at all times during the implementation of the Project, a Project Implementation Unit within INE with mandate, composition, and resources acceptable to the Association, headed by a project coordinator, responsible for the management and coordination of the Project, and shall cause AFAP to be responsible for providing fiduciary support to INE, including financial management, procurement, and environmental and social safeguards support and inputs.
- 2. The Recipient shall cause INE to participate in SADC regional level project activities.

B. Subsidiary Agreement

- 1. To facilitate the carrying out of the Project, the Recipient shall the proceeds of the Financing available to AFAP under a subsidiary agreement between the Recipient and AFAP ("AFAP Subsidiary Agreement"), under terms and conditions approved by the Association, which shall include the responsibility of AFAP to:
 - (a) carry out the financial management functions required for Project implementation;
 - (b) assign to the Project an accountant with qualifications, experience and under terms of reference satisfactory to the Association; and
 - (c) assign to the Project an external auditor with qualifications, experience and under terms of reference satisfactory to the Association.
- 2. The Recipient shall exercise its rights under the AFAP Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Implementation Agreement

- 1. The Recipient shall cause INE to carry out the technical aspects of the Project, pursuant to an Implementation Agreement ("INE Implementation Agreement") to be entered into by the Recipient and INE, under terms and conditions acceptable to the Association.
- 2. The Recipient shall exercise its rights under the Implementation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Implementation Agreement or any of its provisions.

D. Project Operational Manual

- 1. The Recipient shall prepare and adopt in accordance with terms of reference acceptable to the Association, a Project Operational Manual (POM) setting out, *inter alia*, detailed guidelines and procedures for the implementation of the Project, including with respect to: financial management; procurement; disbursement, system of internal controls, corruption and fraud mitigation measures; and roles and responsibilities for Project implementation.
- 2. The Recipient shall cause INE and AFAP to carry out the Project in accordance with this Agreement and the POM. The Recipient shall cause INE and AFAP to, except as the Association shall otherwise agree, not assign, amend, abrogate, or waive the provisions of the POM without prior approval of the Association. In the event of any conflict between the provisions of the POM and this Agreement, the provisions of this Agreement shall prevail.

E. Annual Work Plan and Budgets

- 1. The Recipient shall cause INE to prepare and furnish to the Association not later than October 31 of each fiscal year (or one month after the Effective Date for the first year of Project implementation), a work plan and budget containing *inter alia*: (a) all activities proposed to be implemented under the Project during the following fiscal year; (b) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing to be made available in that year and disbursement schedule; and (c) the training plan for such period.
- 2. The Recipient shall cause INE to afford the Association a reasonable opportunity to exchange views with INE on each such proposed annual work plan and budget and shall thereafter cause INE to ensure that the Project is implemented with due diligence during the applicable fiscal year in accordance with such work plan and

- budget as shall have been approved by the Association ("Annual Work Plan and Budget").
- 3. The Recipient shall cause INE to not make, or allow to be made, any changes to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

F. Environmental and Social Standards

- 1. The Recipient shall, and shall cause INE and AFAP to, 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, and shall cause INE, 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, and shall cause INE and AFAP to, 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, and shall cause INE and AFAP to, 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, and shall cause INE and AFAP to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

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 finance Eligible Expenditures, in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non- consulting services, consulting services, Operating Costs, and Training for the Project	2,300,000	100%
TOTAL AMOUNT	2,300,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is October 31, 2028.

APPENDIX

Definitions

- 1. "Agência Fiduciaria de Administração de Projetos" and the acronym "AFAP" mean the Recipient's fiduciary agency for project administration, established pursuant to AFAP's Legislation, or any successor thereto acceptable to the Association.
- 2. "AFAP's Legislation" means the Recipient's Decree-Law No. 10/2018, dated May 16, 2018, published in the Recipient's Journal of the Republic No. 100, dated July 19, 2018.
- 3. "Annual Work Plan and Budget" means the work plan and budget prepared annually in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
- 4. "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.
- 5. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 6. "DGEP" means the general directorate for economy and planning in the Republic of Madagascar's ministry of economy and finance.
- 7. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 25, 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.
- 8. "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.

- 9. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
- 10. "ICT" means information and communication technology.
- 11. "IMF" means the International Monetary Fund established under the Articles of Agreement of the International Monetary Fund adopted at the United Nations Monetary and Financial Conference, Bretton Woods, New Hampshire, July 22, 1944.
- 12. "INE's Legislation" means the Recipient's Law 5/98 of the National Statistics System, published in the Recipient's Official Gazette of December 3, 1998.
- 13. "INSTAT" means the Republic of Madagascar's national statistics institute.
- 14. "Instituto Nacional de Estatística" and the acronym "INE" mean the Recipient's national institute of statistics, established pursuant to the INE's Legislation, or any successor thereto acceptable to the Association.
- 15. "NSO" means the Republic of Malawi's government department which is the central depository of all official statistics produced in Malawi.
- 16. "Operating Costs" means the reasonable incremental operating expenses incurred by the Recipient, AFAP or INE, on account of Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, administrative fees, public awareness-related media expenditures, travel, accommodation and supervision costs, per diem, additional staff costs, but excluding the salaries of officials and public servants of the Recipient, AFAP or INE.
- 17. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.

- 18. "Project Implementation Unit" or "PIU" means the Recipient's unit referred to in Section I.A.1 of Schedule 2 to this Agreement.
- 19. "Project Operational Manual" or "POM" means the Recipient's manual referred to in Section I.D.1 of Schedule 2 to this Agreement.
- 20. "Protocol on Statistics" means the SADC protocol on statistics signed in Lilongwe, Republic of Malawi on August 18, 2021, as amended to date.
- 21. "SADC Financing Agreement" means the Financing Agreement between the Association and SADC for SADC's respective part of the regional project described in Schedule 1 to this Agreement.
- 22. "SADC Secretariat" means the principal executive institution of SADC, legally established and operating in accordance with Article 14 of the Treaty of SADC dated August 17, 1992, responsible for, *inter alia*, strategic planning, co-ordination and management of SADC programs.
- 23. "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.
- 24. "Statistics Committee" means the SADC statistics committee established and operating under Article 31 of the Protocol on Statistics.
- 25. "Steering Committee" means the SADC Steering Committee established in accordance with Section I.A.3 of Schedule 2 to the SADC Financing Agreement.
- 26. "Training" means the reasonable cost of training under the Project, including costs associated with seminars, workshops, conference and study tours, tuitions and scholarships, travel, per diem and accommodation costs for training participants and for the trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.
- 27. "ZamStats" means the Republic of Zambia's agency that is the sole designated entity responsible for the publication of official statistics.