



**CREDIT NUMBER 76070-NE**

# **Financing Agreement**

**(Livestock and Agriculture Modernization Project (“LAMP”)  
Phase 1 of the Multi-phase Programmatic Approach)**

**between**

**REPUBLIC OF NIGER**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**



## **FINANCING AGREEMENT**

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

### **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

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

### **ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of three hundred twenty six million three hundred thousand Euro (EUR 326,300,000), as such amount may be converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are May 15 and November 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Euro.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the PMU has been established and the following key staff have been appointed/recruited: the Project coordinator, the procurement specialist, the financial management specialist, the environmental specialist, and the social specialist all under terms of reference and in a manner acceptable to the Association; and
  - (b) the PIM has been prepared and adopted in form and substance acceptable to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

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

Ministry of Economy and Finance  
B.P: 389 - Niamey; and
  - (b) the Recipient’s Electronic Address is:

Facsimile:	Email:
(227) 20735983	finances@finances.gov.ne

5.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

**REPUBLIC OF NIGER**

**By**



**Authorized Representative**

**Name:** ALI MAHAMAN LAMINE ZEINE

**Title:** Premier ministre, Ministre/Économie/Finance

**Date:** 16-Aug-2024

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**



**Authorized Representative**

**Name:** Clara de Sousa

**Title:** CD

**Date:** 25-Jul-2024

## SCHEDULE 1

### Project Description

The objective of the Project is to increase productivity, commercialization, and climate resilience for Project Beneficiaries.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

#### **Part 1. Building Resilient Agricultural Productive Capacity**

1. Support to improved crop productivity and climate resilient in the Project Areas through:
  - (a) enhancing access to improved seeds by: (i) scaling up the existing e-voucher system to expand its coverage and facilitate access to improved certified seed; (ii) providing advisory services to farmers (including farmers' organizations) on the selection and adequate utilization of improved certified seeds; (iii) carrying out improvements to seed quality control and certification, by strengthening the institutional capacity of the National Seed Committee and the Seed Control and Certification Structure (*Direction du Contrôle et de la Certification des Semences (DCCS)*), and providing advisory services to farmers on selecting appropriate seeds and on ensuring optimum productivity; and (iv) promoting private sector participation in production and distribution of improved seeds, including, *inter alia*, by fostering closer collaboration between the research and private sectors and making available the appropriate foundation seed.
  - (b) the carrying out of irrigation investments of land for crop and fodder, consisting of: (i) new and/or rehabilitation of approximately 9,900 ha. Of small-scale irrigation; (ii) new and/or rehabilitation of approximately 8,200 ha. Of medium and large-scale irrigation; and (iii) other irrigation development systems such as low cost protected farming for fruit and vegetable;
  - (c) (i) the development of a price reference system for the main materials and equipment used in irrigation development, as an integral part of the national prices reference system; and (ii) in connection with the irrigation infrastructure to be developed under (b) above, the preparation of feasibility studies (including revision of existing feasibility studies), detailed designs, environmental and social impacts studies, management plans, training, support to agricultural inputs including the purchase of seeds, machineries and agricultural technologies, and the provision of support for the establishment and/or strengthening of water users'

associations for the sustainable operation and maintenance of the irrigation infrastructure; and

- (d) the strengthening of local producer organizations by: (i) organizing and strengthening the management and business skills of farmers' organizations; (ii) training member farmers on different aspects of increasing agricultural productivity; and (iii) promoting digital technologies and extension services.

2. Support to improved livestock productivity and climate resilience in the Project Areas through:

- (a) genetic improvement to increase adaptation to heat and other stressors, maximize feed conversion and minimize enteric fermentation, and increase livestock productivity, by: (i) construction and/or rehabilitating and equipping Artificial Insemination ("AI") and selected breed improvement centers; (ii) training of relevant technical staff on AI; (iii) provision of AI services to ensure farmers access to improved genetic resources; (iv) training farmers on heat detection; and (v) the purchase and distribution of high-performance male sheep and goats to women groups for breed improvement of small ruminants;
- (b) improvement of fodder and feed production by: (i) supporting sustainable production and distribution of improved drought-tolerant fodder seeds; (ii) promoting production of bourgou on saline soils; (iii) promoting feed preservation techniques including hay and silage production; and (iv) training farmers on improved livestock feeding practices (which support adaptation and reduce enteric methane emissions);
- (c) greater access to water by: (i) rehabilitating or constructing water points; and (ii) establishing and training water management committees for the maintenance of said water points; and
- (d) improvement of animal husbandry practices by: (i) providing training for farmers on, *inter alia*, proper animal housing, feeding, hygiene and animal welfare for ruminants; (ii) reducing animal mortality through the carrying out of awareness campaigns, training on safeguards and reporting protocols and promoting activities of low-cost supplemental feeding practices; and (iii) strengthening the poultry disease surveillance system.

3. Support to applied agriculture research (primarily crop-related) in the Project Areas focused on: (i) ramping up the multiplication of foundation seed of already available climate smart seeds to enable local seed companies to scale up seed production; (ii) testing for local adaptation of germplasm sourced regionally and from various centers of excellence, and releasing the suitably adapted materials for

local multiplication and distribution; (iii) testing innovations and crop management practices that enhance water use efficiency, conserve soil moisture and improve soil quality, improve carbon sequestration, ensure safe and effective plant protection, including integrated crop pest management systems, enhance nutrient/fertilizer use efficiency, among others, for immediate release for use by farmers; and (iv) the development of AgTech applications and services, including remote sensing tools, communication links between research and field users, the provision of support to data collection and analysis, and monitoring climate effects on agricultural productivity.

## **Part 2. Improving Agriculture and Livestock Markets**

1. Supporting priority market infrastructure investments in targeted value chains in the Project Areas to be further determined based on consultations with agribusiness engaged in targeted value chains, including:
  - (a) for selected crop value chains: (i) construction of suitable (cool, dry, and well-ventilated) storage facilities, energy efficient warehouses, and equipment for processing; (ii) establishment of standards and guidelines for onion quality, sorting, storage, preservation, and packaging; (iii) building energy-efficient rice mills to be operated by cooperatives and farmers' organizations in collaboration with the private sector; and (iv) technical assistance to strengthen the capacity of FOs, cooperatives, federations of FOs, women led farmer groups, and SMEs that participate in the selected value chains, including the National Association of Onion Industry Professionals (ANFO) and its regional federation in Tahoua; and
  - (b) for the livestock value chain: (i) common assets for milk value addition such as milk collection and cooling centers; (ii) the completion and operationalization of the abattoir in Maradi; and (iii) the provision of training to all actors of targeted value chains to strengthen compliance with strict health standards.
2. Strengthening food safety and sanitary and phytosanitary capacity of the MOAL's General Directorate for Plant Protection and the General Directorate of Veterinary Services to perform sanitary inspections and risk-based disease surveillance and control programs, and to ensure food safety in line with global and regional standards, by *inter alia*: (i) providing training to said Directorates to conduct regular and periodic assessment of quality and safety risks in selected agri-food value chains, including risks of pesticide and veterinary drug residues, including the carrying out a prior capacity needs assessment; (ii) providing training to said Directorates to conduct regular and periodic animal disease surveillance; and (iii) carrying out an assessment of said Directorates' risk monitoring and evaluation systems.



3. Mobilizing transformative private investors in the Project Areas, through:  
(a) (i) the carrying out of a mapping exercise of potentially transformative private investors and of land areas where such private investors could invest; and (ii) the preparation of pre-feasibility studies of potential investments identified as a result of the mapping exercise mentioned under (i); and (b) the creation of market linkages along the targeted value chains by: (i) establishing industry dialogue platforms to facilitate interactions between producers and downstream value chain actors; (ii) the carrying out of workshops for value chain actors to facilitate partnerships between farmers and other value chain actors including through contract farming; and (iii) the development and dissemination of quality standards, including strengthening the capacity of selected producers and processors to raise awareness and compliance with the quality requirements for targeted value chain markets.

### **Part 3. Facilitating Access to Finance**

1. (a) The provision of: (i) Credit Enhancement Grants (“CEGs”) to eligible individuals (especially women and youth), producer groups, traders, processors, and service providers for the carrying out of small to medium investments in the Project Areas, including technical assistance to these beneficiaries to strengthen their organizational, financial management and commercial capacity, and their production systems; and (ii) CEGs to agribusiness SMEs and farmers’ organizations for the carrying out of medium and large investments; and  
(b) (i) the establishment and operationalization, including an initial endowment, of a partial portfolio credit guarantee fund under the SAHFI SA (“PPCGF”); and (ii) through the PPCGF, the provision of Partial Portfolio Credit Guarantees (“PPCGs”) to Participating Financial Institutions (“PFI”) to provide financing to eligible beneficiaries for the implementation of selected investments in the Project Areas.
2. (a) The strengthening of the capacity of FISAN, including its technical expertise in critical areas such as irrigation, rural engineering, crop and livestock production, agribusiness, fiduciary, environmental and social safeguards, and gender; its overall management, governance and organizational framework, as well as its capacity to support financial institutions in designing financial products that are more suitably adapted for agriculture and livestock development, including the development of an IT platform in connection with the provision of the CEGs;  
(b) the strengthening of the capacity of SAHFI SA, including by: (i) developing and/or revising and implementing policies to include microfinance institutions in addition to banks as financing institutions eligible to benefit from partial portfolio credit guarantees; (ii) developing

a procedural manual to manage the PPCGs (“PPCG Manual”);  
(iii) enhancing the quality of its services and financial performance; and  
(iv) providing other relevant technical assistance for Project implementation;

- (c) the provision of relevant technical assistance to PFIs for, *inter alia*, the preparation or strengthening, as the case may be, of their respective ESMS, and the improvement of credit analysis tools and internal systems; and
- (d) the development and purchase of a digitized loan/credit processing application with an end-to-end secured monitoring system, aimed at handling preselection of investments reducing delays and providing transparency of the financing process, including its interface with the system used by SAHFI SA for the PPCGF.

#### **Part 4. Program Coordination and Institutional Strengthening**

1. Support to Project coordination, implementation, monitoring and evaluation including, *inter alia*: (a) financing Operating Costs at the central and regional level (including the financing of Performance Incentives); (b) the implementation and supervision of the environmental and social requirements/instruments under the Project; (c) the carrying out of information sharing/communication campaigns on the Project; (d) the carrying out of citizen engagement activities and the development and implementation of the Project grievance redress mechanism; and
2. Strengthening the institutional capacity of the MOAL and other Recipient’s ministries and public agencies (including ONAHA, FISAN, and others), to promote sector growth, and for improved coordination for the development and implementation of a medium to long-term sectoral strategy.

#### **Part 5. 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. The Recipient shall vest the overall responsibility of Project implementation, coordination, monitoring and evaluation of the Project in its Ministry in charge of Agriculture and Livestock (“MOAL”) in accordance with the requirements, criteria, organization arrangements and operational procedures set forth in the PIM. To this end, the Recipient, through the MOAL, shall:

##### *Project Management Unit*

- (a) establish within the Secretariat General, and thereafter maintain, throughout Project implementation, a Project management unit (“PMU”) with composition, functions, responsibilities and sufficient resources acceptable to the Association and set forth in the Project Implementation Manual: (i) responsible for the day-to-day implementation of the Project activities at the national level (including procurement, financial management, environmental and social aspects), and more generally, the preparation of the Annual Work Plans and Budgets, and overall coordination, management, monitoring and evaluation of the Project; and (ii) headed by a Project coordinator and staffed with competent personnel in adequate numbers, with qualifications, experience, integrity and terms of reference satisfactory to the Association; said PMU to be assisted by the relevant technical units/teams within the MOAL with technical responsibilities on the Project implementation; all as set forth in the PIM; and

##### *Regional Coordination Units*

- (b) no later than ninety (90) days after the Effective Date, or such later date as agreed by the Association, establish and thereafter maintain, throughout Project implementation, a Regional Coordination Unit (“RCU”) in each Participating Region, with adequate resources, composition and mandate satisfactory to the Association, as set forth in the Project Implementation Manual: (i) responsible to assist the PMU in carrying out relevant Project activities at the regional level, including the preparation of the Annual Work Plans and Budgets, procurement, financial management, follow-up and implementation of environmental and social safeguards measures, monitoring and evaluation of project outputs and outcomes, and general implementation of Project activities; and

(ii) headed by a regional coordinator and staffed with competent personnel in adequate numbers, with qualifications, experience, integrity and terms of reference satisfactory to the Association and as set forth in the PIM.

*National Project Steering Committee*

2. No later than ninety (90) days after the Effective Date, or such later date as agreed by the Association, the Recipient shall establish, and thereafter maintain, throughout Project implementation, a national Project steering Committee (“National Project Steering Committee”) chaired by the MOAL, with terms of reference, composition (including, *inter alia*, the participation of the ministry in charge of finance, the ministry in charge of hydraulics, and other relevant Recipient’s ministries and agencies), powers and responsibilities acceptable to the Association and defined in the PIM, including to provide overall strategic guidance and approve the Annual Work and Budget Programs.

*Technical Committee*

3. The Recipient shall, no later than ninety (90) days after the Effective Date, or such later date as agreed by the Association, establish and thereafter maintain, throughout the Project implementation, a technical committee, with composition, mandate and resources satisfactory to the Association, to be responsible for monitoring the implementation of the technical aspects of the Project, as further detailed in the PIM.

*Committee of Independent Experts*

4. No later than ninety (90) days after the Effective Date, or such later date as agreed by the Association, the Recipient shall establish and thereafter maintain, throughout the Project implementation, a Committee of Independent Experts, with composition, mandate and resources satisfactory to the Association, to be responsible for the review and selection of potential eligible subprojects under Part 3.1 of the Project, including, *inter alia*, defining the selection criteria and procedures of the subprojects eligible under Part 3.1 of the Project, as further defined in the CEG Manual and the PPCG Manual.

*Memorandum of Understanding and other coordination arrangements at the national level*

5. To facilitate the implementation of the Project, the Recipient, through the PMU shall, no later than thirty (30) days after the Effective Date, or such later date as agreed by the Association, enter into one or more Memorandum of Understanding(s) with each of the Recipient’s agencies/entities with responsibility on the technical aspects of the Project under terms and conditions acceptable to the Association. Except as the Association shall otherwise agree, the Recipient shall

not assign, amend, abrogate or waive any of the Memorandum of Understanding, or any of their provisions. In case of any conflict between the terms of any Memorandum of Understanding and those of this Agreement, the terms and conditions of this Agreement shall prevail.

**B. Project Implementation Manual, CEG Manual and PPCG Manual**

*Project Implementation Manual*

1. The Recipient shall, through the PMU: (a) prepare and adopt a Project Implementation Manual (“PIM”) under terms and conditions acceptable to the Association; and thereafter, ensure that the Project is carried in accordance with the PIM; and (b) not amend the PIM without the prior written approval of the Association. In case of any conflict between the terms of any of the PIM and the terms of this Agreement, the terms of this Agreement shall prevail.

*CEG Manual*

2. Without limitation to the generality of paragraph 1 above, the Recipient shall, and shall cause the FISAN to, prior to the implementation of the CEGs under Part 3.1(a) of the Project:
  - (a) prepare and thereafter adopt a CEG Manual under terms and conditions acceptable to the Association, and, upon approval by the Association of the CEG Manual, integrate said manual as an annex to the PIM;
  - (b) implement or cause to implement Part 3.1(a) of the Project in accordance with the CEG Manual; and
  - (c) not amend any of the CEG Manual without the prior written approval of the Association. In case of any conflict between the terms of the CEG Manual, and the terms of this Agreement, the terms of this Agreement shall prevail.

*PPCG Manual*

3. Without limitation to the generality of paragraph 1 above, the Recipient shall, and shall cause SAHFI SA to, prior to the carrying out of any activity under Part 3.1(b) of the Project:
  - (a) prepare and thereafter adopt a PPCG Manual under terms and conditions acceptable to the Association, and, upon approval by the Association of the PPCG Manual, integrate said manual as an annex to the PIM;

- (b) implement or cause to implement the PPCGs under Part 3.1(b)(ii) of the Project accordance with the PPCG Manual; and
- (c) not amend any of the PPCG Manual without the prior written approval of the Association. In case of any conflict between the terms of the PPCG Manual, and the terms of this Agreement, the terms of this Agreement shall prevail.

**C. Credit Enhancement Grants under Part 3.1(a) of the Project**

*FISAN Partnership Agreement*

1. To facilitate the carrying out of the Project activities under the technical responsibility of the FISAN (including supporting the Recipient in the implementation of CEGs under Part 3.1(a) of the Project) , the Recipient ,through the PMU shall enter into a partnership agreement with the FISAN, under terms and conditions approved by the Association, which shall include the obligation of the FISAN to carry out the technical implementation, management, monitoring and evaluation of the Project activities under its responsibility in accordance with the provisions set forth in this Agreement, including the CEG Manual, the relevant environmental and social actions and instruments applicable to the Project activities under its responsibility as set forth in the ESCP, and the Anti-Corruption Guidelines (“FISAN Partnership Agreement”).
2. The Recipient shall exercise its rights under the FISAN Partnership 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 FISAN Partnership Agreement or any of its provisions.

*CEG Agreements*

3. For purposes of providing CEGs, upon selection of a Subproject in accordance with the criteria and procedures established in the CEG Manual, the Recipient shall make a CEG to an Eligible Beneficiary pursuant to a credit enhancement agreement (“CEG Agreement”) to be entered into by the Recipient, through the PMU, and FISAN, and each Eligible Beneficiary under terms and conditions approved by the Association, which shall include the following:
  - (a) CEGs shall: (i) be made on a non-reimbursable basis; (ii) to finance the activities selected in accordance with the criteria and procedures acceptable to the Association and set forth in the CEG Manual (“Subprojects”); and (iii) not be used to finance any activities included in the list of Excluded Activities;

- (b) the obligation of each Eligible Beneficiary to: (i) implement the Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association and in accordance with the ESCP; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods and services to be financed out of the CEG in accordance with the provisions of this Agreement; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Subproject and the achievement of its objectives; (v) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Subproject; and (B) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (vi) enable the Recipient and the Association to inspect the Subproject, its operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing; and
- (c) the right of the Recipient to suspend, cancel or request a refund of the CEG or a portion thereof in case of the failure of the Eligible Beneficiary to perform any of its obligations under the CEG Agreement.

- 2. The Recipient shall exercise its rights and carry out its obligations under each CEG Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, any CEG Agreement or any of its provisions.

**D. Establishment and Endowment of the PPCGF under Part 3.1(b)(i) and Provision of PPCGs under Part 3.1(b)(ii) of the Project**

*Establishment and Management of the PPCGF and SAHFI Subsidiary Agreement*

- 1. Prior to the endowment of PPCGF under Part 3.1(b)(i) of the Project, the Recipient, through the Ministry in charge of finance and the MOAL, shall enter into an agreement with the SAHFI SA for the establishment and management of the PPCGF under terms and conditions satisfactory to the Association and as set forth in the PPCG Manual ("SAHFI Subsidiary Agreement").

2. Without limitation to the provisions of paragraph 1 above, the SAHFI Subsidiary Agreement shall contain, *inter alia*, provisions to ensure that: (i) the SAHFI SA shall have the right to manage the funds allocated for the PPCGF account exclusively for the purpose of guaranteeing loans/credits made by PFIs in accordance with the terms of the PPCG Manual under Part 3.1(b) of the Project and shall refund to the Recipient for further refund to the Association any amount of the Financing not used for the provision of PPCGs to PFI (pursuant to a PPCG Agreement) by the Closing Date or used for any other purpose or in violation of the provisions of, or referred to, in this Agreement; (ii) the right of the SAHFI SA to withdraw funds from the PPCGF account(s) shall terminate, upon the SAHFI SA failure to perform any of its obligations under the SAHFI Subsidiary Agreement; (iii) the obligation of the SAHFI SA to: (A) carry out its obligations under the SAHFI Subsidiary Agreement with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, administrative, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the PPCG Manual, the ESCP (including the obligation to maintain an ESMS acceptable to the Association) and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (B) (1) to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to its activities under Part 3.1(b) of the Project; and (2) at the Association's or the Recipient's request, to have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and (C) (1) enable the Recipient and the Association to inspect its operations and any relevant records and documents; (2) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request regarding the foregoing; and (3) promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 3.1(b) of the Project.
3. The Recipient shall exercise its rights and carry out its obligations under the SAHFI 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, terminate, abrogate, waive or fail to enforce the SAHFI Subsidiary Agreement or any of its provisions.
4. In the event of any inconsistency between the provisions of the SAHFI Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.



*PPCGs under Part 3.1(b) of the Project; PPCG Agreements with PFIs*

5. Upon selection of a PFI in accordance with the criteria and procedures established in the PPCG Manual, the Recipient shall cause the SAHFI SA to enter into a PPCG Agreement with each PFI on the basis of a model satisfactory to the Association and set out in the PPCG Manual, each under terms and conditions acceptable to the Association, which shall include, *inter alia*:
  - (a) PPCGs shall be provided exclusively to mitigate the credit risk on loans/credits by PFI(s) to eligible beneficiaries for the implementation of Subprojects as further defined in the PPCG Manual, and that such loans/credits (including other than loans/credits by financial intermediaries not attached to CEGs under Part 3.1(a)) will at all times be underwritten, priced, signed, documented, monitored and serviced in accordance with the relevant PFI's credit guidelines and using its standard documentation;
  - (b) no PPCG shall be issued except in accordance with criteria, terms and conditions set forth in the PPCG Manual, including, *inter alia*, in strict compliance with the applicable environmental and social requirements included in the ESCP;
  - (c) PPCGs shall be subject to an annual fee, which shall be determined according to a market-based formula acceptable to the Association, and shall be provided on a risk-sharing basis acceptable to the Association; and
  - (d) the obligation of the relevant PFI to comply with the pertinent provisions of the PPCG Manual and the applicable environmental and social requirements included in the ESCP (including the obligation to prepare and maintain an ESMS acceptable to the Association), and the Anti-Corruption Guidelines as applicable to recipients of Credit proceeds other than the Recipient.
6. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce, or permit to be assigned, amended, abrogated, terminated, waived or failed to be enforced, any PPCG Agreement, or any provisions included or referred to therein.

**E. Annual Work Plans and Budgets**

1. The Recipient, through the PMU, shall, not later than November 30 in each calendar year during Project implementation, prepare, and the Steering Committee shall validate, and furnish to the Association, a program of Project activities (including training and Operating Costs) proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and

implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget (“Annual Work Plan and Budget”).

2. The Recipient, through the PMU, shall exchange views with and seek approval of the Association on each such proposed annual work program and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.
3. Only those activities which are included in an Annual Work Program shall be implemented. Except with the prior and written concurrence of the Association, the Annual Work Program shall not be waived, amended, or otherwise modified to include new activities.

**F. Environmental and Social Standards**

1. The Recipient shall, and shall cause the FISAN and the SAHFI SA 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 the FISAN and the SAHFI SA to, 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 the FISAN and the SAHFI SA 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 the FISAN and the SAHFI SA 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 the FISAN and the SAHFI SA 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.
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.
7. Without limitation upon the provisions of paragraph 2 above, if 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 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.

**G. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 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.

**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:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services (including Training), consulting services and Operating Costs under the Project (excluding Part 3.1 and Part 5 of the Project)	280,991,000	100%
(2) CEGs under Part 3.1(a) of the Project	23,307,000	100%
(3) PPCGF initial endowment, Management Fees, and PPCGs under Part 3.1(b) of the Project	18,646,000	100%
(4) Emergency Expenditures under Part 5 of the Project	0	100%
(5) Refund of Preparation Advance	3,356,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>326,300,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) for payments under Category (2), unless and until all of the following conditions have been met in respect of said expenditures:
    - (i) the FISAN Partnership Agreement has been signed under terms and conditions acceptable to the Association and is in full force and effect; and

- (ii) the CEG Manual has been adopted by the Recipient and by the FISAN in form and substance acceptable to the Association; or
- (c) for payments under Category (3), unless and until all of the following conditions have been met in respect of said expenditures:
  - (i) the SAHFI Subsidiary Agreement has been signed by the Recipient and the SAHFI SA under terms and conditions acceptable to the Association and is in full force and effect;
  - (ii) the PPCG Manual has been adopted by the Recipient and by the SAHFI SA in form and substance acceptable to the Association;
  - (iii) the SAHFI SA has established, adopted and disclosed an ESMS under terms and conditions acceptable to the Association;
  - (iv) the SAHFI SA has selected and hired an environmental specialist and a social specialist, or an environmental and social specialist, with qualifications, experience and terms of reference acceptable to the Association;
  - (v) the SAHFI SA has established a separate account for the PPCGF; and
  - (vi) at least one (1) PPCG Agreement has been executed under terms and conditions acceptable to the Association; or
- (d) for payments for Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said expenditures:
  - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (4); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; 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 September 28, 2029.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each May 15 and November 15:	
commencing November 15 2034, to and including May 15, 2074	<b>1.25%</b>

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



## APPENDIX

### Section I. Definitions

1. "AgTech" means agricultural technology.
2. "AI" means Artificial Insemination.
3. "ANFO" means the Recipient's National Association of Onion Industry Professionals.
4. "Annual Work Plan and Budget" means the annual work plan and budget approved by the Association and adopted by the Recipient in accordance with the provisions of Section I.E of Schedule 2 to this Agreement.
5. "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.
6. "APCA" means *Agence de Promotion du Conseil Agricole*, the Recipient's agency in charge of promoting advisory services in the agriculture sector, established and operating pursuant to Decree No. 2017-667 / PRN / MAG / EL of August 2, 2017.
7. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. "CEG Agreement" means the agreement referred to in Section I.C. 3 of Schedule 2 to this Agreement.
9. "CEG Manual" means the Recipient's manual acceptable to the Bank which shall include, *inter alia*: (i) procedures governing administrative, procurement, accounting, financial management matters, environmental and social aspects, and monitoring and evaluation arrangements in respect of Subprojects; (ii) a model form agreement to be used as basis for all CEG Agreements; (iii) terms and conditions for the selection, appraisal, evaluation and implementation of the Subprojects; (iv) terms and conditions for the provision of CEGs; and (v) the list of Excluded Activities; as the same may be amended from time to time with the prior written agreement of the Association.
10. "CERC Manual" means the manual referred to in Section I.G 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 Project Implementation Manual.

11. “Committee of Independent Experts” means the committee referred to in Section I.A.4 of Schedule 2 to the Financing Agreement.
12. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
13. “Credit Enhancement Grants” or “CEGs” means the plural of each grant to be made out of the proceeds of the Financing under Part 3.1(a) of the Project to an Eligible Beneficiary for the carrying out of a Subproject.
14. “DCCS” means *Direction du Contrôle et de la Certification des semences*, the Recipient’s Seed Control and Certification Structure.
15. “Eligible Beneficiary” means each beneficiary selected in accordance with the criteria and procedures set forth in the CEG Manual as recipient of a CEG for the implementation of a Subproject under Part 3.1(a) of the Project.
16. “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.
17. “Emergency Action Plan” means the plan referred to in Section I.G.1(b) 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.
18. “Emergency Expenditures” means the eligible expenditures set forth in the CERC Manual referred to in Section I.G.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Component.
19. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 27, 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.
20. “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”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

21. “ESMS” means the environmental and social management system of the SHAFI SA and of each PFI to identify, assess and manage the environmental and social risks and impacts under the relevant activities under Part 3.1(b) of the Project, in compliance with the ESSs.
22. “Excluded Activities” means the list of investments not eligible under the Project, as said list is set forth in the PIM (including the PPCG Manual and the CEG Manual).
23. “FISAN” means *Fonds d’Investissement pour la Sécurité Alimentaire et Nutritionnelle*, the Recipient’s agency in charge of the promotion of agriculture finance, established and operating pursuant to Decree No. 2017-663/PRN, dated August 2, 2017, and Decree No. 2017-668/PRN dated August 2, 2017.
24. “FISAN Partnership Agreement” means the partnership agreement referred to in Section I.C.1 of Schedule 2 to this Agreement.
25. “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).
26. “IT” means information technology.
27. “LAMP” means PACIPA, *Projet d’Appui au Développement des Cultures Irriguées et à l’intensification de la Production Animale*, the Project.
28. “Management Fees” means costs incurred by the SAHFI SA associated with PPCGF standard operational costs of including deal-sourcing, due diligence, marketing, and networking, in connection with the provision of PPCGs under Part 3.1(b)(ii) of the Project and in an amount and under terms and conditions as set forth in the PPCG Manual.

29. “Memorandum of Understanding(s)” means one or more memorandum of understanding referred to in Section I.A.4 of Schedule 2 to this Agreement.
30. “MOAL” means *Ministère de l’Agriculture et de l’Élevage*, the Recipient’s ministry in charge of agriculture and livestock, or any successor thereof.
31. “MPA Program” means the multiphase programmatic approach program designed to enhance climate resilience and food and nutrition security of households in the Program areas.
32. “National Project Steering Committee” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
33. “ONAHA” means the Recipient’s *Office National des Aménagements Hydroagricole*.
34. “Operating Costs” means means recurrent costs of the Project, based on Annual Work Plans approved by the Association, such term including: (i) operation and maintenance of vehicles, repairs, rental, fuel and spare parts; (ii) computer maintenance, including hardware and software, printers and photocopiers; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) small office supplies; (v) maintenance for office facilities; (vi) utilities and insurances; (vii) bank charges; travel, accommodation and *per diem* costs for technical staff carrying out training (outside the capital city of Niamey), preparatory, supervisory and quality control activities, (viii) Management Fees; (ix) salaries of contractual and temporary full time Project staff; and (x) Performance Incentives, but excluding salaries of the Recipient’s civil servants.
35. “Partial Portfolio Credit Guarantees” or “PPCGs” means each partial credit guarantee provided to a PFI pursuant to a PPCG Agreement between the SAHFI SA and a PFI to cover a percentage of the principal of defaulted PFI financing to an eligible beneficiary under Part 3(b)(ii) of the Project, all as further described in the PPCG Manual.
36. “Participating Financial Institutions” or “PFIs” means each of the participating financial institution eligible to receive a PPCG under Part 3.1 (b)(ii) selected in accordance with the criteria and procedures established in the PPCG Manual.
37. “Participating Regions” means the Recipient’s regions of Dosso, Diffa, Maradi, Tahoua, Tillaberi, and Zinder, and/or any other Recipient's regions as agreed in writing by the Association, and as further described in the PIM.
38. “Performance Incentive” means an incentive made or proposed to be made out of the proceeds of the Financing to an eligible individual of a Recipient’s

ministry/entities selected pursuant to the criteria and procedures established in the PIM under a performance incentive agreement, in connection with the implementation of the Project; said Performance Incentive calculated on the basis of a unit cost defined pursuant to a formula set forth in the PIM; “Performance Incentive” means the plural thereof.

39. “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.
40. “PPCG Agreement” means each agreement entered or to be entered into between SAHFI SA and each PFI for the provision of a PPCG pursuant to Section I.D.5 of Schedule 2 to this Agreement.
41. “PPCGF” means partial portfolio credit guarantee fund (*guichet*) to be established under the SHAFI SA under Part 3.1(b)(i) of the Project.
42. “PPCG Manual” means the manual referred to in Section B.3 of Schedule 2 to this Agreement, acceptable to the Association which shall include, *inter alia*: (i) business processes, reporting lines and distributions of responsibilities and accountability, including procurement and financial management of the PPCGF; (ii) eligibility criteria for the provision of PPCGs such as, *inter alia*, criteria related to the PFIs and criteria related to the PFI financing to be guaranteed by PPCGs; (iii) procedures for submission and processing of PPCGF applications; (iv) criteria for the determination of applicable PPCGF fees and risk sharing arrangements; (v) model forms of the PPCG Agreement; and (vi) procedures for the processing of claims, for the resolution of claims-related disputes; as the same may be amended from time to time with the prior written agreement of the Association.
43. “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 dated March 30, 2022 (V432-NE).
44. “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.
45. “Project Areas” means selected areas in the Participating Regions listed in the PIM.
46. “Project Beneficiaries” means the Project beneficiaries in the Project Areas.

47. “Project Management Unit” or “PMU” means the Project management unit referred to in Section I.A.(a) of Schedule 2 to this Agreement.
48. “Project Implementation Manual” or “PIM” means the Recipient’s manual acceptable to the Association, containing, *inter alia*: (i) specific provisions on detailed implementation arrangements for the carrying out of the Project including the roles and responsibilities of the different entities participating in Project implementation; (ii) the procurement, financial management and disbursement requirements thereof; (iii) the performance indicators; (iv) adequate arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines (which shall be annexed thereto); (v) the list of Participating Regions; and (vi) once adopted, the PPCG Manual and the CEG Manual, including the list of Excluded Activities; as said manual may be amended from time to time with the Association’s prior written consent.
49. “SAHFI SA” means *Société Sahélienne de Financement*, a *société anonyme* established and operating under the laws of the Recipient and authorized by the Recipient as a financial institution pursuant to the Recipient’s *Arrêté No. 140/ME/F/CCE/DGECA/DMCE* dated June 14, 2005.
50. “SAHFI Subsidiary Agreement” means the agreement between the Recipient and the SAHFI SA referred to in Section I.D.1 of Schedule 2 to this Agreement.
51. “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.
52. “SMEs” means small medium enterprises.
53. “Subproject” means: (a) an investment proposed and selected and approved for financing with a CEG under Part 3.1(a) of the Project, as further defined in the CEG Manual; and (b) an investment selected to be supported by loans/credits made by PFIs benefitting from a PPCG under Part 3.1(b) of the Project in accordance with the terms of the PPCG Manual.
54. “Technical Committee” means the committee referred to in Section I.A3 of Schedule 2 to this Agreement.
55. “Training” means the reasonable cost of training of persons involved in Project-supported activities, based on the Annual Work Plans and Budgets approved by the Association, such term including seminars, workshops, and costs associated with such activity including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities,

preparation, acquisition and reproduction of training materials, and other costs directly related to training preparation and implementation.

**Section II. Modifications to the General Conditions**

The General Conditions are hereby modified as follows:

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:  
  
“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.