
GRANT NUMBER E207-TD

Financing Agreement

(Chad Territorial Development and Resilience Project)

between

REPUBLIC OF CHAD

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E207-TD

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CHAD (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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 one hundred and four million Special Drawing Rights (SDR 104,000,000) (“Financing”), to assist in financing the 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 15 and December 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out, through the Ministry of Economic Prospects and International Partnerships (“MPEPI”), the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — ADDITIONAL EVENTS OF SUSPENSION

- 4.01. The Additional Event of Suspension consists of the following: the Recipient no longer has an adequate refugee protection framework.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Association is satisfied that the Recipient has an adequate refugee protection framework.
 - (b) The Recipient has prepared and adopted a Project Operations Manual (“POM”), in form and substance acceptable to the Association, and in accordance with Section I.B of Schedule 2 to this Agreement.
 - (c) The Recipient has recruited for the Project Implementation Unit (“PIU”) to be established in accordance with Section I.A.3 of Schedule 2 to this Agreement, the following staff: Project coordinator, financial management specialist, procurement specialist, environmental safeguards specialist, and social safeguards specialist, all under terms of reference, and with qualifications and experience acceptable to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred and fifty (150) 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 the Ministry of Economic Prospects and International Partnerships.
- 6.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient’s address is:

Ministry of Economic Prospects and International Partnerships
PO Box 286
N’Djamena
Republic of Chad; and

(b) the Recipient's Electronic Address is:

Facsimile:

(+235) 22 51 15 85

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.

REPUBLIC OF CHAD

By



Authorized Representative

Name: Moussa Batraki

Title: Minister in charge of Economy

Date: 17-Aug-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Robert Bou Jaoude

Title: Acting Country Director For Chad

Date: 10-Aug-2023

SCHEDULE 1

Project Description

The objectives of the Project are to improve access to infrastructure, basic services and economic opportunities, and enhance local institutions capacity for local service delivery in selected areas of Chad.

The Project consists of the following parts:

Part 1. Investing in Resilient Local and Community Infrastructure and Services

1.1 Community-level Investments in Basic Services, Resilience and Infrastructure

Construction, rehabilitation, upgrading and/or equipping of disaster- and climate-resilient small community Infrastructure Investments, including, *inter alia*, boreholes, local roads and paths, urban resilience infrastructure, socio-cultural centers, and small income-generating and productive investments.

1.2 Delivering Investments for Local Economic Development

Construction, rehabilitation, upgrading and/or equipping of climate resilient large- scale Infrastructure Investments, including, *inter alia*, drainage infrastructure and dikes, and rural/local roads and paths that link markets and agricultural productions sites, and commercial and industrial spaces, in targeted cities and towns and their hinterlands.

Part 2. Building Community and Institutional Capacity

2.1 Capacity Building for Community Planning to Strengthen Local Resilience and Inclusion

- (a) Strengthening capacity of local stakeholders to engage in inclusive and conflict- and climate- sensitive decision making to support investments under Part 1 of the Project.
- (b) Supporting, at the provincial, departmental and local levels, as appropriate:
 - (i) preparation of climate informed development plans, or a simplified consultative process, including community mobilization and communication campaigns to raise awareness and engage stakeholders;
 - (ii) capacity building, facilitation and coaching to local communities on identification and implementation, including, on: (A) needs assessment and prioritization; (B) proposal development;

- (C) implementation of Infrastructure Investments;
- (D) participatory monitoring of activities; and (E) maintenance arrangements;
- (iii) providing training on: (A) key development principles such as climate resilience, social inclusion; community early warning of climate events and community engagement; and (B) strengthening capacity for disability inclusion, local level planning on climate adaptation and mitigation, and development of climate change communication and sensitization strategies; and
- (iv) providing technical assistance to strengthen existing dispute mechanisms and/or establishment of provincial peace and reconciliation committees or other conflict management mechanisms at local government level.

2.2 Local Government Strengthening

Supporting Local Governments to fulfil key aspects of their mandated roles including, *inter alia*:

- (a) undertaking assessments of local institutions to ascertain: (i) staffing, equipment, core function capacities; and (ii) local service mapping and capability;
- (b) providing technical assistance and training for officials of local institutions to improve delivery of their mandated functions, including, in respect of: (i) positive engagement with communities through participatory development planning; (ii) Infrastructure Investments implementation monitoring; and (iii) periodic reporting on Project implementation;
- (c) providing technical assistance on budget, financing, procurement and reporting;
- (d) supporting local development planning including ensuring inclusion of disaster and climate risk adaptation and mitigation strategies and plans; and
- (e) build capacity of operation and maintenance mechanisms.

2.3 Local State Institutions Strengthening

Strengthening administration processes to effectively plan for development, implement national policies, deliver services and improve central government oversight of Local Governments, including, *inter alia*:

- (a) strengthening capacity of deconcentrated institutions to oversee development planning and support delivery and maintenance of services at local level, including: (i) workshops for government officials; (ii) technical assistance to support planning and managing local development and working with communities; and (iii) training in fiduciary aspects, territorial development and urban planning, disaster risk management and response to displacement, and supporting building links to national government programming and financing;
- (b) technical assistance and training to provincial, departmental and local action committees to coordinate local development actions, including coordination of donor interventions in their area of competence; and
- (c) construction/rehabilitation and equipping of administrative buildings.

Part 3. Project Management

- 3.1 Support for Project coordination, supervision, technical planning, financial management, procurement, audits, communications, environmental and social risk management, security analyses and response plans, monitoring and evaluation (including geo-enabled monitoring system and Third-Party Monitoring as required), impact evaluation, continuous conflict analyses, just-in-time studies as needed, and a grievance redress mechanism.
- 3.2 Support for Project management, including supporting the operation capacity building and training of the PIU and Provincial Coordination Units (“PCUs”) and institutional strengthening of MPEPI.

Part 4. Contingency Emergency Response

- 4.1 Provision of immediate response to an Eligible Crisis or Emergency including for the benefit of refugees and/or host communities, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

Project Steering Committee (Comité de Pilotage du Projet)

1. The Recipient shall, not later than three (3) months after the Effective Date, establish and thereafter maintain throughout Project implementation, a high-level Project Steering Committee or *Comité de Pilotage du Projet* (“CPP”), with a mandate, terms of reference, composition, resources, and with qualifications and experience satisfactory to the Association, to be chaired by the minister of MPEPI and which shall include ministers representing all the ministries involved in Project implementation. The CPP shall be responsible for providing policy and general guidance, strategic decision-making, and overall oversight of Project implementation; and be required to meet on a yearly basis and hold extraordinary meetings as required. The United Nations High Commissioner for Refugees (“UNHCR”) shall be an observatory member of the CPP.

Technical Committee

2. The Recipient shall maintain throughout Project implementation the Technical Committee, with a mandate, terms of reference, composition and resources, and with qualifications and experience satisfactory to the Association, chaired by the Secretary General of MPEPI, and shall include technical directors of the ministries and technical representatives of institutions involved in Project implementation, as well as the UNHCR as an advisory member on activities related to support for refugees and host communities. The Technical Committee shall be responsible for:
(a) ensuring a comprehensive and coherent approach to issues of territorial development and resilience under Project activities; (b) strengthening technical coordination of Project activities across all relevant ministries and institutions; and (c) facilitating data collection to inform prioritization of Project activities, sectoral buy-in and contributions, technically sound design and targeting, formal validation and people-centered transformation impact.

Project Implementation Unit

3. The Recipient shall, not later than three (3) months after the Effective Date, establish and thereafter maintain, throughout Project implementation, a PIU under the auspices of MPEPI, with resources, with competent staff in adequate numbers and with terms of reference, qualifications, and experience satisfactory to the Association. The PIU shall be responsible for day-to-day management,

implementation, administration, coordination, and monitoring and evaluation of the Project. The PIU shall include the following staff: (a) Project coordinator; (b) financial management specialist; (c) procurement specialist; (d) environmental safeguards specialist; (e) social safeguards specialist; (f) accountant; and (g) gender-based violence /sexual exploitation and abuse specialist, each with terms of reference, qualification and experience acceptable to the Association.

4. Without limitation upon Section I.A.3 above, the Recipient shall, through the PIU:
 - (a) not later than three (3) months after the Effective Date, recruit an internal auditor and a civil engineer, both under terms of reference and with qualifications and experience acceptable to the Association.
 - (b) not later than six (6) months after the Effective Date, recruit a monitoring and evaluation specialist, security specialist, community development and conflict specialist, and communications specialist, all under terms of reference and with qualifications and experience acceptable to the Association.

Provincial Coordination Units (Antennes Provinciales)

5. The Recipient shall, not later than eighteen (18) months after the Effective Date establish no less than two (2) and up to five (5) PCUs at provincial level, and thereafter maintain throughout Project implementation the PCUs, with resources, with competent staff in adequate numbers and with terms of reference, qualifications, and experience satisfactory to the Association. The PCUs will be responsible for: (a) coordination; (b) planning and monitoring of Project implementation in their respective region; (c) submission, on a regular basis, of reports to the PIU for consolidation, ahead of submission for review to the Technical Committee and approval by the CPP; and (d) interaction with the *Comité Provincial d'Action, Comité Départemental d'Action, Comité Local d'Action* and broader civil society. The PCUs shall each comprise of a Provincial coordinator, an accounting assistant, a monitoring and evaluation assistant, an environmental assistant, a social development assistant and a community liaison assistant.

Local Government

6. The Local Governments of the target communes shall be responsible for developing investment proposals in a participatory approach in close collaboration with the PCUs and state services.

B. Project Operations Manual

1. The Recipient shall prepare and adopt a POM in accordance with Section 5.01(b) of this Agreement, and shall carry out the Project in accordance with said POM, containing, *inter alia*, detailed arrangements and procedures for: (a) implementation arrangements; (b) administrative, financial management, accounting, and disbursement mechanisms, procedures and protocols; (c) procurement; (d) environmental and social aspects; (e) monitoring and evaluation; (f) grievance redress mechanism; (g) guidance on the use of force and security forces; (h) guidance to request increased support from the Association for procurement; (i) procedures and guidelines for the carrying out of selected community-level and large scale investments under Parts 1.1 and 1.2 of the Project, including: (i) eligibility and selection criteria; (ii) identification; (iii) prioritization; (iv) approval; (v) a formula for earmarking notional allocations per province and eligible departments; (vi) commune-level consultations; (vii) a negative list of ineligible activities; (viii) a negative list of activities under Part 1 of the Project that would have an impact on international waterways; (ix) procedures and guidelines for Selected Activities under the Project to be carried out by a Service Provider(s); and (x) such other technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.
2. The Recipient shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned manual, or any provision thereof, without the prior written consent of the Association.
3. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the POM, and those of this Agreement, the provisions of this Agreement shall prevail.

C. Output Agreement

1. For the purpose of carrying out Part 1.1 of the Project, the Recipient, through MPEPI, shall enter into, and thereafter maintain for a period of at least eighteen (18) months during Project implementation, an output agreement with a UN Agency(ies), under terms and conditions approved by the Association (the "Output Agreement"), whereby the Recipient shall: (a) hire the services of the UN Agency(ies) to implement Part 1.1 of the Project in accordance with the provisions of the POM, and the requirements of the Environmental and Social Standards and the environmental and social instruments; (b) report regularly to the PIU on the progress achieved in the implementation of Project activities and any challenges, incidents and/or obstacles thereto; and (c) agree on the direct payment/advance of the proceeds of the Financing from the Association to the UN Agency(ies) to facilitate the implementation of activities under Part 1.1 of the Project; as well as on the financial reporting and auditing requirements.

2. No later than three (3) months after the conclusion of the Output Agreement, the selected UN Agency(ies) shall establish and maintain for a period of eighteen (18) months during Project implementation a structure, qualified staff and resources acceptable to the Association.

D. Service Providers

1. For the purpose of carrying out of Selected Activities under the Project, the Recipient shall:
 - (a) enter into an agreement (“Service Provider Agreement”) with a service provider (“Service Provider”), in form and substance satisfactory to the Association and in accordance with criteria and procedures set forth in the POM;
 - (b) ensure that all activities to be undertaken by said Service Provider under the Service Provider Agreement shall be carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association; and
 - (c) ensure that the Service Provider exercises its rights and carries out its obligations under the Service Provider Agreement in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
2. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive, or permit the Service Provider to assign, amend, abrogate or waive, Service Provider Agreement, or any of the provisions thereof.

E. Annual Work Plan and Budget

1. The Recipient shall, not later than one (1) month after the Effective Date, and thereafter by November 30 of each subsequent year during the implementation of the Project, prepare and furnish to the Association for its approval, the annual work plan and budget containing all proposed activities for inclusion in the Project (“Annual Work Plan and Budget” or “AWPB”), in line with the POM, together with the financing plan for such activities and a timetable for their implementation.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed AWPB, and incorporate the views of the Association in the final AWPB to be adopted no later than one (1) month after the date referred to in paragraph 1 above.
3. The Recipient shall ensure that the Project is implemented in accordance with the AWPB provided, however, that in the event of any conflict between the AWPB

and the provisions of this Agreement, the provisions of this Agreement shall prevail.

F. Environmental and Social Standards.

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the

Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) the Association is promptly notified of any incident or accident 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, any workplace accidents that result in death, serious or multiple injury, pollution, or any violent labor unrest or dispute between the Recipient and local communities, any incidents in or related to international waterways, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. The Recipient shall establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
 - 7. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, 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.

G. Contingent Emergency Response under Part 4 of the Project

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part” or “CERC 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, including as relevant related to refugees and host communities, 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 one (1) month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the 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 (except Part 1.1 of the Project)	79,730,000	100%
(2) Goods, works, non-consulting services, consulting services, and Operating Costs under Part 1.1 of the Project	23,028,000	100%
(3) Refund of Preparation Advance	1,242,000	Amount payable pursuant to Section 2.07(a) of the General Conditions

(4) Emergency Expenditures for Part 4 of the Project	0	100%
TOTAL AMOUNT	104,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;
 - (b) for payments under Category (2), unless the Recipient and the UN Agency(ies) have entered into an Output Agreement, in accordance with Section I.C above, and in form and substance acceptable to the Association; and
 - (c) for Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said activities:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, 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 June 29, 2028.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” or “AWPB” means each annual plan referred to in Section I.E of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “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 POM.
5. “*Comité Départemental d’Action*” means the Recipient’s departmental action committee anchored within administrative authorities and responsible for coordinating development actions at departmental level.
6. “*Comité Local d’Action*” means the Recipient’s local action committee anchored within administrative authorities and responsible for coordinating development actions at local level.
7. “*Comité Provincial d’Action*” means the Recipient’s provincial action committee anchored within administrative authorities and responsible for coordinating development actions at provincial level.
8. “Contingent Emergency Response Part” or “CERC Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
9. “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.
10. “Emergency Action Plan” means the plan referred to in Section I.G, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
11. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.G of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 11, 2022, 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.
13. “Environmental and Social Management Framework” or “ESMF” means the environmental and social framework for the Project referred to in the ESCP.
14. “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.
15. “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).
16. “Infrastructure Investments” means the eligible community-level and large-scale investments in the targeted areas (including in identified refugees and host communities) that have been pre-identified by the Recipient and validated by the Association during the preparation of the Project and referred to under Part 1.1 and 1.2 of the Project, as further elaborated in the POM, and “Infrastructure Investment” means each such investment.
17. “Local Governments” means the Recipient’s public administrative bodies responsible for delivering services at a local level, including in cities, towns and villages.

18. “Ministry of Economic Prospects and International Partnerships” or “MPEPI” means the Recipient’s ministry responsible for economic forecasts and international partnerships, or any successor thereto acceptable to the Association.
19. “Operating Costs” means the reasonable costs, as shall have been approved by the Association, in each Annual Work Plan and Budget, for the incremental expenses incurred by the PIU on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost, and *per diem* for Project staff for travel linked to the implementation of the Project, and incremental salaries of contractual staff for the Project, but excluding salaries, consulting services, fees, honoraria, bonuses, and any other salary supplements of officials of the Recipient’s civil service.
20. “Output Agreement” means the agreement to be entered into between the Recipient and the UN Agency(ies) for purposes of carrying out Part 1.1 of the Project, pursuant to Section I.C and Section III.B.1(b) of Schedule 2 to this Agreement.
21. “Preparation Advance” means the advance referred to in Section 2.07(a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on September 16, 2022, and on behalf of the Recipient on September 16, 2022.
22. “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.
23. “Project Implementation Unit” or “PIU” means the unit established within MPEPI, in accordance with Section I.A.3 of Schedule 2 to this Agreement.
24. “Project Operations Manual” or “POM” means a manual acceptable to the Association to be prepared in accordance with Section I.B.1 of Schedule 2 to this Agreement and to be adopted by the Recipient pursuant to Section 5.01(b) of this Agreement, as the same may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
25. “Project Steering Committee” or “CPP” means the Project steering committee to be established under the auspices of MPEPI, in accordance with Section I.A.1 of Schedule 2 to this Agreement.
26. “Provincial Coordination Units” or “PCUs” means the Project coordination units to be established at provincial level under MPEPI in accordance with Section I.A.5 of Schedule 2 to this Agreement.

27. “Secretary General of MPEPI” means the person appointed to serve as Secrétaire Générale or Secretary General of MPEPI, or any successor thereto acceptable to the Association.
28. “Selected Activities” means activities under the Project to be implemented by the Service Provider(s), which activities shall be defined in the POM prior to the commencement of said activities, and which activities shall be carried out in accordance with the detailed procedures and guidelines set forth in the POM.
29. “Service Provider” means an external service provider to be hired under terms of reference and with qualifications and experience acceptable to the Association; for the purpose of carrying out Selected Activities under the Project, in accordance with the terms and conditions set forth in the POM. “Service Providers” means two or more Service Providers.
30. “Service Provider Agreement” means the agreement concluded between the Recipient and a Service Provider governing the terms and conditions under which the Service Provider shall render services to the Recipient, including payment methods and reporting and transparency arrangements.
31. “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.
32. “Technical Committee” means the Recipient’s technical committee, a committee established during the preparation of the Chad Territorial Development and Resilience Project (Project Preparation Agreement No. V4420-TD) (*Comité Technique de Préparation*) pursuant to arrêté No. 0048, dated May 11, 2022 (as amended), and referred to in Section I.A.2 of Schedule 2 to this Agreement.
33. “Third-Party Monitoring” means monitoring and evaluation of Project activities on behalf of the Recipient to be carried out by a Third-Party Monitoring Agent as provided for in Part 3.1 of the Project.
34. “Third-Party Monitoring Agent” means a firm or organization, with internationally recognized expertise in monitoring and evaluation of development projects (including for financial management, procurement, and environmental and social safeguards aspects of such development projects) to be engaged by the Recipient for carrying out of Third-Party Monitoring in accordance with terms of reference reviewed and confirmed by the Association.
35. “Training” means the reasonable costs, as shall have been approved by the Association in each Annual Work Plan and Budget, for training conducted under the Project, including tuition, travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities,

preparation and reproduction of training materials, and other costs directly related to training preparation and implementation (but excluding goods and consulting services).

36. “UN Agency(ies)” means any of the departments, specialized agencies, funds or programs of the United Nations (a body established and operating pursuant to the Charter of the United Nations signed on June 26, 1945, and entered into effect on October 24, 1945), which are eligible to be selected pursuant to Procurement Regulations to support the implementation of selected activities under the Project.
37. “United Nations High Commissioner for Refugees” or “UNHCR” means the United Nations agency mandated to aid and protect refugees, forcibly displaced communities and stateless people.