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CREDIT NUMBER 74170-TG

# Financing Agreement

(Sub-Saharan Africa Women’s Empowerment and Demographic Dividend Plus  
Project (SWEDD+))

between

REPUBLIC OF TOGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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**CREDIT NUMBER 74170-TG**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF TOGO (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

**WHEREAS:**

- A. the Participating Countries, including the Recipient, along with the regional organizations including, the Economic Community of Central African States (ECCAS) and the Economic Community of West African States (ECOWAS), have all agreed to participate in the Sub-Saharan Africa Women’s Empowerment and Demographic Dividend Plus Project;
- B. the Recipient, having satisfied itself as to the feasibility and priority of the Project, has requested the Association to assist in the financing of the Project;
- C. by financing agreements to be entered into on or about the date hereof between Burkina Faso, Republic of Chad, Republic of Senegal, The Gambia (together, “Participating Countries”) and the Association, the Association will extend to each Participating Country financing to assist such Participating Country in financing the cost of activities related to the Project, on the terms and conditions set forth in a financing agreement between each Participating Country and the Association; and
- D. by a financing agreement to be entered into on or about the date hereof between ECCAS and the Association (the “ECCAS Financing Agreement”), and a financing agreement to be entered into on or about the date hereof between ECOWAS and the Association (the “ECOWAS Financing Agreement”), the Association will extend, respectively, to ECCAS, and to ECOWAS, financing to assist ECCAS, and ECOWAS, in financing the cost of activities related to the Project, on the terms and conditions set forth in the ECCAS Financing Agreement, and the ECOWAS Financing Agreement, respectively.

Therefore, the Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

## **ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fifty-six million seven hundred thousand Euros (EUR 56,700,000) (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 March 15 and September 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. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions.

## **ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Recipient has prepared and adopted: (i) a Project Operations Manual, and (ii) a financial manual, all in form and substance satisfactory to the Association.
  - (b) The Recipient has: (i) recruited to said Project Management Unit, a procurement specialist, and a financial management specialist, in accordance with the provisions of the Procurement Regulations, and (ii) designated a Project coordinator.

- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) 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 its minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministère de l'Economie et des Finances  
Immeuble CASEF  
B.P.387  
Lomé  
TOGO; and

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

Facsimile:                      E-mail:  
  
(+228) 22 21 0905      secretariat.ministre@economie.gouv.tg

- 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 TOGO**

**By**

*Sani Yaya*

\_\_\_\_\_  
**Authorized Representative**

**Name:** Sani Yaya

**Title:** Minister

**Date:** 18-Oct-2023

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**

*Boutheina Guermazi*

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**Authorized Representative**

**Name:** Boutheina Guermazi

**Title:** Director, Regional Integration

**Date:** 11-Oct-2023

## SCHEDULE 1

### Project Description

The objective of the Project is to increase girls' and women's access to learning, economic opportunities, and utilization of health services, and to strengthen the region-wide institutional capacity for gender equality.

#### **Part A. Design and Implement Gender Transformative Interventions that Promote Girls' and Women's Social and Economic Autonomy**

Improving social and behavioral change through a combination of a regional-wide campaign involving regional influencers, and community-based interventions, in particular:

1. Conducting social and behavior change communication campaigns at the community and societal levels to support an enabling environment for gender equality and to promote a commitment of women and girls, men and boys to shared responsibility, for protection of rights of adolescent girls, and young women, including: (a) community mobilization to influence behaviors and mindsets, address harmful social norms, attitudes, and practices; (b) regional multimedia campaign targeted at improving girls' schooling (distance education, girls' return to school), health (family planning, menstrual hygiene, access to water and sanitation), and prevention of gender-based violence (GBV) and harmful social practices such as child marriage, female genital mutilation/cutting (FGM/C), and domestic violence; (c) strengthening communication outreach to fully engage policy makers, religious and community leaders, media practitioners, as well as communities and other stakeholders; and (d) conducting outreach campaigns focusing on climate awareness to build population adaptive capacity.
  - 1.1 In Togo, conducting a social and behavioral change campaign, and implementing a new campaign strategy focused on girls, adolescents, communities, on sexual and reproductive rights, family planning, gender, and gender-based violence (GBV).
2. Carrying out a program of activities to improve life skills and sexual and reproductive health of adolescents, drawing from a menu of selected regional activities, including: (a) safe spaces set up in schools or in the community for both girls and boys; (b) safe spaces for in school and out-of-school girls to build life skills; and (c) boys' and/or future husbands clubs to improve gender relations and build healthier gender dynamics.
  - 2.1 In Togo, carrying out a program consisting of the selected activities to improve life skills and sexual reproductive health of adolescents, including: (a) establishing safe spaces at the community level, and recruiting facilitators, and provision of training to said facilitators to improve the life skills and sexual and reproductive health of

targeted adolescent girls; and (b) establishing clubs for males and future husbands at the community level to improve gender relations and build healthier gender dynamics.

3. Carrying out a program of activities to keeping girls in school through at least secondary to delay marriage and early childbearing, drawing from a menu of selected regional activities, including: (a) the provision of school vouchers, conditional cash transfers, payment of school fees, uniforms and supplies to reduce the economic cost of girls staying in school; and (b) ensuring safe transportation options for girls to/from school.
- 3.1 In Togo, carrying out a program of selected activities to keep girls in school and delay marriage and early childbearing, including: (a) provision of tuition support to secondary school age girls; (b) provision of scholarships to high-performing girls graduating from secondary school for the payment of: (i) tuition in national universities for academic studies on first cycle of science, technology or math; and (ii) acquisition of school materials and equipment; (c) acquisition and distribution of school kits; (d) acquisition of bicycles to reduce travel time to school for vulnerable girls who live far from school; (e) supporting Togo's school canteen program to provide meals for school girls; (f) facilitation of accessibility to birth certificates for primary school age girls and nationality certificates for secondary school age girls; (g) carrying out an annual mentorship event in schools; (h) supporting learning activities for adolescent girls who are behind in school; (i) provision of subsistence cash transfers to girls who had dropped out of school and want to return; and (j) creation and implementation of a school reinsertion program.
4. Carrying out a program of economic and financial inclusion activities to increase agency and opportunities for in school and out-of-school adolescent girls and young women, drawing from a menu of selected regional activities, including: (a) vocational, entrepreneurial, business, and financial literacy training; (b) combining economic opportunities with life skills; (c) setting up community childcare centers; (d) income generating activities for out-of-school girls; and (e) facilitating access to finance through existing or new savings groups/associations and related initiatives.
- 4.1 In Togo, carrying out a program of selected economic and financial inclusion activities, and improving the professional skills, entrepreneurial and managerial capacity of young women and adolescent girls to increase their access to employment opportunities, to markets, and financing for their economic activities, including: (a) building e-commerce skills, (b) provision of training, and acquisition and distribution of equipment, and required agricultural tools to girls engaging in agricultural value chains; (c) support selected beneficiaries ("Beneficiaries") on income generating activities through: (i) provision of cash transfers to 15 to 24 year old women engaged in income generating activities; (ii) provision of capacity

building to 15 to 24 year old women engaged in income generating activities; (iii) provision of equipment and technical assistance to adolescent mothers who are members of women's associations to improve their income generating activities; and (iv) provision of capacity building and equipment to out-of-school girls on climate resilient income generating activities; (d) supporting entrepreneurship activities linked to multifunctional platforms; (e) provision of capacity building and accompaniment, and provision of relevant equipment, to 18-24 year-old women in higher-revenue jobs streams careers; and (f) carrying out of activities to support online learning of girls and economic empowerment activities of women's groups.

- 4.2 Carrying out of a study to determine opportunities for cross-border collaboration on girls and women empowerment themes and implementation of its recommendations.
5. Strengthening GBV prevention and response actions, including: (a) improving care for GBV survivors; (b) supporting socio-economic reintegration of GBV survivors; (c) improving the GBV information management mechanism; and (d) strengthening policy, legal and institutional frameworks related to GBV and harmful practices through sensitization campaigns for the adoption of policies and laws that enable gender equality.
- 5.1 In Togo, carrying out of a program of selected activities to strengthen GBV prevention and response actions, including: (a) carrying out a national study on GBV to inform activities with updated data, and updating the national GBV strategy; and (b) strengthening holistic and integrated care services for GBV survivors, and improving support facilities and safe shelters for the GBV survivors.

**Part B. Improve the availability of Reproductive, Maternal, Newborn, Child and Adolescent Health and Nutrition (RMNCAHN) Services and Number of Qualified Health Workers at the Community Level**

Building the capacity of midwives and other community health providers at the community levels to strengthen quality and delivery of RMNCAHN services to adolescents in target communities, in particular:

1. Enhancing uptake of contraceptives especially by adolescents at the community level, including improved coordination with existing suppliers and agencies working to scale up community-based distribution of contraceptive commodities, including: (a) mobile offers of sexual and reproductive health services; (b) provision of training and/or upskilling of community health workers to provide extended and improved integrated RMNCAHN services to adolescents; (c) providing health facilities and youth community centers with supplies of modern contraceptives to expand reach at the community level.



- 1.1 In Togo, carrying out a program of selected activities consisting of package of services, *inter alia*, enhancing accessibility to contraceptives at community level, and extending integrated RMNCAHN services, including: (a) provision of training to, and skilling up the qualification of community health workers, acquisition and distribution of medical kits; (b) extending sexual and reproductive health and family planning services to schools and learning centers; (c) distribution of free contraceptives to adolescents in *Savanes, Kara and Plateaux* regions; and (d) improving digital information platforms on family planning.
2. Enhancing performance of the pharmaceutical supply chain last-mile delivery and strengthening national health systems to ensure continuous supply of sexual and reproductive health (SRH) products in rural, isolated, and cross-border areas, including: (a) provision of training to health workers on the sound management of obsolete and unwanted pharmaceutical, and best practices for management of pharmaceutical supplies SRH products and contraceptives; and (b) strengthening information systems for the management of pharmaceuticals and equipment of health product stock facilities and health centers, *inter alia*, potential procurement of medical, laboratory or office equipment.
- 2.1 In Togo, improving availability of products up to the last mile, including: (a) provision of training, monitoring and supervision of persons involved in managing stocks of health products including reproductive health products and contraceptives; (b) integrating reproductive health products and contraceptives in the national health products supply management system, and (c) setup of a digital system for the logistics management of reproductive health/family planning services.
3. Improving availability and capacity of health workers providing RMNCAHN services in underserved rural/isolated areas and increasing collaboration and knowledge sharing between health workers across borders, including: (a) enhancing recruitment, training, and deployment of health workers, particularly midwives to rural areas; (b) initiating a regional dialogue on the rural pipeline of health workers, including a situational analysis of the rural pipeline, and workshops; and (c) establishing three regional centers of excellence to train midwives.
- 3.1 In Togo, improving access to quality RMNCAHN services, including: (a) provision of scholarships to reproductive health professionals for masters' degrees in reproductive health; (b) upskilling and supervising of midwives and monitoring their services; (c) provision of learning equipment to midwives' schools; (d) carrying out an internship program in midwives' schools; (e) provision of incentives to interns to participate in such internship program; (f) mentoring of health service providers on reproductive health and family planning services; (g) improving and digitizing the medical referral system for women experiencing complications during labor or delivery and for GBV victims; (h) supplying

emergency kits for obstetrical or gynecological care of adolescents; (i) provision of subsidized medical transport for adolescents needing emergency obstetrical or gynecological or post-GBV care; and (j) supply and installation of equipment to enable access of adolescents to sexual and reproductive health information and services in selected local health centers.

**Part C. Foster Regional and National Commitment and Capacity for Policy Making on Gender Equality, and Project Management**

Strengthening capacity for advocacy and political commitment for policy making, and monitoring and evaluation related to the demographic dividend and gender issues, in particular:

1. Strengthen advocacy, legal frameworks, and political commitment on girls' and women's reproductive health rights at continental, regional and national levels, including: (a) improving existing laws; (b) building the capacity of key stakeholders in legal and judicial sector on rights of girls and women; and (c) fostering community-based dissemination of rights, and community dialogue to dispel myths of conflict between state law and religious or customary practice; (d) engaging the regional platform of lawyers to assess the Participating Countries legal environment for, *inter alia*, protection of girls' education, health, and prevention of GBV; (e) conducting workshops and training for imams, female and other religious leaders across West and Central Africa region; and (f) enhancing regional collaboration on laws to address cross-border FGM/C and child marriage.
  - 1.1 In Togo, carrying out outreach, including: (a) sensitizing traditional and religious leaders on sexual and reproductive health rights, family planning, gender and GBV; (b) sensitizing representatives of local authorities to advocate for increased domestic financing for family planning products; (c) sensitization campaigns for parliamentarians on the existing legal framework for girls' and women empowerment; (d) establishing a network of legal practitioners, to promote the implementation of the existing legal framework and required law reform; (e) development of a social and behavioral change campaign; and (f) dissemination of the Project activities in Togo's administrative regions.
2. Strengthening the capacity of Demographic Dividend Observatories (DDOs) for research and influencing policy makers to incorporate gender and the demographic dividend in national and regional development planning and budgeting and monitoring and evaluation related to demographic dividend and gender issues.
  - 2.1 In Togo, strengthening the institutional capacity for the development, monitoring and evaluation of policies sensitive to the capture of the demographic dividend, including: (a) building the institutional capacity of the National Demographic and Dividend observatory (ONDD) on data and analysis integrating gender in the demographic dividend; (b) conducting studies and reports by the ONDD on

demographic dividend and girls' and women's empowerment issues; (c) developing research partnerships between the ONDD and other research institutions; (d) provision of technical assistance to strengthen ONDD's in supporting a gender responsive budgeting process; (e) carrying out studies to assess and improve the effectiveness of different Project activities; (f) strengthening the capacity of ONDD to lead the MDAs in implementation of the country's population and demographic dividend policy with a gender lens; (g) provision of scholarships to selected civil servants to acquire training on demographic studies, gender and GBV; and (h) provision of grants to support research on demographic studies, gender and GBV.

3. Strengthen the capacity of: (a) the Project Management Unit for Project management, implementation and coordination at the regional and national levels capacity, including conducting studies, building the monitoring and evaluation capacity, the fiduciary aspects (*i.e.*, procurement and financial management), environmental and social framework compliance (including addressing GBV-related risks associated with the deployment of infrastructure and minor civil works, including stakeholder consultation, a robust grievance redress mechanism, and development of site-specific assessments and plans); and developing and implementing a Project communications strategy; (b) relevant MDAs at the local, central, sector and multisectoral levels based on needs assessments; through the acquisition of goods, provision of technical advisory services, training, operating costs.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements.

##### National Level

##### 1. Ministry of Development Planning and Cooperation

The Recipient shall vest responsibility for overall coordination and implementation of the Project in the Ministry of Development Planning and Cooperation.

##### 2. National Steering Committee

(a) The Recipient shall maintain a National Steering Committee, with composition and mandate, acceptable to the Association.

(b) Without limitation to the provisions of paragraph (a) immediately above, the National Steering Committee shall be responsible for, *inter alia*, overall strategic and ensure consistency and support for the multi-sectoral Project activities and guidance on Project implementation and will review and approve annual work plans and budgets.

##### 3. Project Management Unit (PMU)

(a) The Recipient shall, at all times during Project implementation, maintain a PMU within the Ministry of Development Planning and Cooperation, with a mandate, composition and resources, acceptable to the Association.

(b) Without limitation to the provisions of paragraph (a) immediately above, the PMU shall be responsible for the day-to-day management and implementation of the Project, coordination and communication of Project activities, social and environmental management, fiduciary aspects (i.e., procurement and financial management, including accounting, financial and technical reports), monitoring and evaluation, ensuring the auditing of the accounts, preparing annual work plans and budgets, and submitting Project progress reports to the National Steering Committee every six (6) calendar months.

(c) Without limitation to the provisions of paragraph (a) above, the Recipient, shall at all times during the Project implementation ensure that the PMU is adequately staffed, in particular: (i) a Project coordinator; (ii) a

procurement specialist; (iii) a financial management specialist; (iv) an internal auditor; (v) an accountant; (vi) a monitoring and evaluation specialist; (vii) a social specialist; and (viii) a gender-based violence specialist, all recruited or designated on the basis of terms of reference, qualifications, and experience, acceptable to the Association.

- (d) Without limitation to the provisions of paragraph (c) immediately above, no later than three (3) months after the Effective Date, the Recipient shall recruit an internal auditor, with terms of reference, integrity, qualifications, and experience acceptable to the Association.
- (e) No later than six (6) months after the Effective Date, or any later date agreed upon in writing with the Association, the Recipient shall recruit an external auditor in accordance with the Procurement Regulations, in a manner and with qualifications satisfactory to the Association.

#### **4. Regional Program Steering Committee**

- (a) Without limitation upon the provisions of Section I.A.1 of this Schedule, the Recipient shall, at all times during the implementation of the Project, maintain high level representation and active participation in the Regional Steering Committee and semi-annual meetings, as detailed in the Project Operations Manual.
- (b) Without limitation upon the provisions of sub-paragraph (a) immediately above, the Regional Steering Committee shall be responsible for, *inter alia*, providing strategic regional guidance and oversight of Project, and coordination of the regional program with relevant regional initiatives.

#### **B. Project Operations Manual**

1. The Recipient shall carry out the Project in accordance with the Project Operations Manual, satisfactory to the Association. Said Project Operations Manual, consisting of arrangements and procedures for the implementation of the Project, including: (a) capacity building activities for sustained achievement of the Project's objective; (b) procurement, financial management (including audit) and disbursement arrangements; (c) institutional administration, coordination and day-to-day execution of Project activities; (d) monitoring, evaluation, reporting, information, education and communication arrangements of Project activities; (e) guidelines and procedures for management and administration of the Cash Transfers; (f) guidelines and procedures for management and administration of the Scholarships; (g) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice; (h) details on approach to operational security including: protocols for assessments of local implementation permissiveness, preparation of site-specific

approaches to implement in a secure manner including respective fiduciary and environmental and social requirements of the Association, and decisions of local readiness; and (i) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said Project operations manual, and thereafter, shall adopt such Project operations manual, as shall have been approved by the Association (“Project Operations Manual”).
3. The Recipient shall ensure that the Project is carried out in accordance with the Project Operations Manual; provided, however, that in case of any conflict between the provisions of the Project Operations Manual, on the one hand, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.
4. The Recipient shall not amend or waive any provisions of the Project Operations Manual without the prior written agreement of the Association.

**C. Cash Transfers**

1. The Recipient shall:
  - (a) prepare and adopt, as part of the POM, guidelines and procedures for management and administration of the Cash Transfers, and thereafter: (i) prepare and adopt, in form and substance satisfactory to the Association, verification protocols, including a registry of eligible beneficiaries of said Cash Transfers; (ii) complete enrollment of all eligible Beneficiaries in said registry; and (iii) procure the services of one of more payment agency(ies) with terms of reference, Satisfactory to the Association, and in accordance with the Procurement Regulations.
  - (b) The Recipient shall, as part of the Annual Work Plan and Budget, specify the planned Cash Transfers for the pertinent year, vetted, approved, and administered in accordance with procedures, eligibility criteria, terms and conditions, and implementation modalities, which shall be detailed in the POM, including those set forth in paragraph 2 immediately below.

2. Procedures and Eligibility Criteria, Terms and Conditions

Prior to administration of any Cash Transfer, the Recipient shall ensure that a Beneficiary satisfies the following requirements, and such further requirements shall be described in the POM:

- (a) the Beneficiary: (i) has been pre-selected on the basis of a targeting system consisting of, *inter alia*: (A) targeted geographical area/region of the

territory of the Recipient, (B) has met the verification steps based on eligibility described in the POM; and (ii) is enrolled in a registry of Beneficiaries;

- (b) the Beneficiary shall have, as part of the enrollment in said registry of Beneficiaries, received training on the Cash Transfer, requirements, and applicable Beneficiary conditionalities, if any;
- (c) the Recipient shall have confirmed Beneficiary's compliance with said conditionalities, if any; and
- (d) the Recipient shall monitor and evaluate, under terms of reference satisfactory to the Association, the implementation of the Cash Transfer, to ensure that payments are made exclusively to Beneficiaries for productive purposes consistent with the objective of the Project.

#### **D. Scholarships**

##### 1. The Recipient shall:

- (a) prepare and adopt, as part of the POM, guidelines and procedures for management and administration of the Scholarships, and thereafter:
  - (i) prepare and adopt, in form and substance satisfactory to the Association, verification protocols; and
  - (ii) procure the services of one of more payment agency(ies) with terms of reference, satisfactory to the Association, and in accordance with the Procurement Regulations.
- (b) The Recipient shall, as part of the Annual Work Plan and Budget, specify the planned Scholarships for the pertinent year, vetted, approved, and administered in accordance with procedures, eligibility criteria, terms and conditions, and implementation modalities, which shall be detailed in the POM, including those set forth in paragraph 2 immediately below.

##### 2. Procedures and Eligibility Criteria, Terms and Conditions

Prior to administration of any Scholarship, the Recipient shall ensure that a Beneficiary satisfies the following requirements, and such further requirements shall be described in the POM:

- (a) the Beneficiary: (i) has been pre-selected on the basis of a targeting system consisting of, *inter alia*: (A) targeted geographical area/region of the territory of the Recipient; (B) has met the verification steps based on eligibility described in the POM; and (ii) is enrolled in a registry of Beneficiaries;

- (b) the Beneficiary shall have, as part of the enrollment in said registry of Beneficiaries, received training on the Scholarship, requirements, and applicable Beneficiary conditionalities, if any;
- (c) the Recipient shall have confirmed Beneficiary's compliance with said conditionalities, if any; and
- (d) the Recipient shall monitor and evaluate, under terms of reference satisfactory to the Association, the implementation of the Scholarships, to ensure that payments are made exclusively to Beneficiaries for productive purposes consistent with the objective of the Project.

**E. Annual Work Plan and Budget**

- 1. The Recipient shall prepare and furnish to the Association not later than November 30 of each calendar year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following calendar year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed sources of financing.
- 2. Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (a) the type of Training; (b) the purpose of the Training; (c) the personnel to be trained; (d) the institution or individual who will conduct the Training; (e) the location and duration of the Training; and (f) the cost of the Training.
- 3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget").
- 4. The Recipient shall not make or allow to be made any change to the approved Annual Work Plan and Budget without the Association's prior approval in writing.

**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, 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 contractor, 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. Specific Financial Management, and Procurement Covenants**

1. The Recipient shall not later than three (3) months after the Effective Date:
  - (a) establish a Public Procurement Management Unit in the Ministry of Development Planning and Cooperation, in accordance with the Recipient's procurement legal framework, in form and substance satisfactory to the Association;
  - (b) appoint, reassign, or recruit to the PMU an accountant, and an internal auditor, all with terms of reference, qualifications, and experience, satisfactory to the Association; and
  - (c) establish, in form and substance satisfactory to the Association, a multi-project computerized accounting system to accommodate the Project needs and generate useful information and financial statements.
2. The Recipient shall not later than three (3) months after the Effective Date, ensure that the PIU procurement staff are trained on the use of STEP, in form and substance satisfactory to the Association.

**Section II. Project Monitoring, Reporting and Evaluation**

1. 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. Except as may otherwise be explicitly required or permitted under this

Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

**Section III. Withdrawal of the Proceeds of the Financing**

**A. General**

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

<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, consulting services, Operating Costs, and Training for Parts A.1.1, A.2.1, A.3.1 (except (a), (b) and (i)), A.4.1 (except (iii)(a)), A.4.2, A.5.1, B.1.1, B.2.1, B.3.1 (except (i) and (v)), C.1.1, C.2.1 (except (vii) and (viii)), and C.3 of the Project	38,306,437	100%
(2) Cash Transfers	16,238,950	100%
(3) Scholarships	1,251,100	100%
(4) Refund of Preparation Advance	903,513	Amount payable pursuant to Section 2.07(a) of the General Conditions
<b>TOTAL AMOUNT</b>	56,700,000	

**B. Withdrawal Conditions; Withdrawal Period**

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

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each March 15 and September 15, commencing March 15, 2034 to and including September 15, 2073	1.25%

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

## **APPENDIX**

### **Definitions**

1. “Annual Work Plan and Budget” 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.2 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. “Beneficiary” means an eligible beneficiary of a Cash Transfer or a Scholarship, and the term “Beneficiaries” mean, collectively, two or more such Beneficiary.
4. “Cash Transfers” means Tuition Support, Subsistence Cash Transfer, Research Grant, Income Generating Cash Transfer and Internship Cash Transfer; and “Cash Transfer” means one of such Cash Transfers.
5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. “Civil Servants Scholarship” means a payment to be made to a Beneficiary under Part C.2.1(g) of the Project.
7. “DDO” means the Recipient’s Demographic Dividend Observatories.
8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 14, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
9. “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.

10. “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).
11. “Health Professionals Scholarship” means a payment to be made to a Beneficiary under Part B.3.1(a) of the Project.
12. “Income Generating Cash Transfer” means a cash payment to be made to a Beneficiary under Part A.4.1(a)(iii) of the Project.
13. “Internship Cash Transfer” means a cash payment to be made to a Beneficiary under Part B.3.1(e) of the Project.
14. “ONDD” means the Recipient’s National Demographic and Dividend Observatory.
15. “National Steering Committee” means a steering committee to be established by the Recipient to provide guidance and oversight for the Project and hold semi-annual reviews of performance and implementation planning, as further described in the Project Operations Manual.
16. “Operating Costs” means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances, including health insurances and health-related services; (vii) travel and *per diem* costs for technical staff carrying out training, supervisory and quality control activities; and (viii) salaries of support staff for the National Steering Committee and the Project Implementation Unit, but excluding salaries of the Recipient’s civil servants.
17. “Participating Countries” means Burkina Faso, Republic of Chad, Republic of Senegal, Republic of Togo, and The Gambia.
18. “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.

19. "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 November 23, 2022, and on behalf of the Recipient on December 12, 2022 (PPA No. V4490-TG).
20. "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.
21. "Project Management Unit" or "PMU" means the unit referred to in Section I.A.3 of Schedule 2 to this Agreement.
22. "Project Operations Manual" means the Recipient's manual referred to in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
23. "Regional Steering Committee" means a steering committee established to provide overall regional strategic direction for the Project, as further described in the Project Operations Manual.
24. "Research Grant" means a grant to be issued to a Beneficiary under Part C.2.1(h) of the Project.
25. "RMNACHN" stands for Reproductive, Maternal, Neonatal, Adolescent and Child Health and Nutrition.
26. "Scholarships" means Girls' Tertiary Education Scholarships, Health Professionals Scholarships, and Civil Servants Scholarships.
27. "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.
28. "Subsistence Cash Transfer" means a transfer of a cash payment to be made to a Beneficiary under Part A.3.1(a) of the Project.
29. "Girls' Tertiary Education Scholarship" means a payment to be made to a Beneficiary under Part A.3.1(b) of the Project.



30. “Training” means the reasonable cost of training and workshops, based on the Annual Work Plans approved by the Association, such term including seminars, conferences, and costs associated with such activity including travel and subsistence costs for training participants, trainees and trainers, costs associated with securing the services of trainers, rental of training facilities, preparation, acquisition, publication and reproduction of training materials, and other costs directly related to training preparation and implementation, course fees, and study tours.
31. “Tuition Support” means a transfer of cash payment to be made to a Beneficiary under Part A.3.1(a) of the Project.