



**LOAN NUMBER 9581-MA**

# **Loan Agreement**

**(Water Security and Resilience Program)**

**between**

**KINGDOM OF MOROCCO**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**



**LOAN NUMBER 9581-MA**

**LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date between KINGDOM OF MOROCCO (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank 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 — LOAN**

- 2.01. The Bank agrees to lend to the Borrower the amount of three hundred twenty-seven million nine hundred thousand Euros (EUR 327,900,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the program described in Schedule 1 to this Agreement (“Program”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread; or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are February 15 and August 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

**ARTICLE III — PROGRAM**

- 3.01. The Borrower declares its commitment to the objectives of the Program. To this end, the Borrower shall ensure that the Program 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 Effectiveness Deadline is the date ninety (90) days after the Signature Date.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

- 5.01. The Borrower's Representative is the Minister in charge of finances.
- 5.02. For purposes of Section 10.01 of the General Conditions:

- (a) the Borrower's address is:

*Ministère de l'Economie et des Finances*  
Quartier Administratif  
Avenue Mohammed V  
Rabat  
Kingdom of Morocco; and

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

Cable address:	Facsimile:
MINFIN	+212-537-67-75-30/31
	+212-537-76-40-81

- 5.03. For purposes of Section 10.01 of the General Conditions:

- (a) the Bank's address is:

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


(b) the Bank's Electronic Address is:

Telex:                      Facsimile:  
248423(MCI) or            +1-202-477-6391  
64145(MCI)

AGREED as of the Signature Date.

**KINGDOM OF MOROCCO**

**By**



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

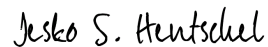
**Name:** Nadia Fettah

**Title:** Minister of economy and finances

**Date:** 02-Nov-2023

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

**By**



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

**Name:** Jesko S. Hentschel

**Title:** Country Director

**Date:** 18-Oct-2023

## **SCHEDULE 1**

### **Program Description**

The objective of the Program is to strengthen water sector institutions and increase water availability in the Program Area.

The Program consists of the following activities:

#### **1. Strengthening Water Sector Governance**

Strengthening the Borrower's governance of water management at the sector level and in selected River Basin Agencies (ABHs) through, *inter alia*: (a) the preparation and adoption of a national water plan as the Borrower's framework for the water sector incorporating climate scenarios and considerations and the principles to strengthen the governance, institutional, and financial aspects of the sector; (b) the development, adoption, and implementation of regulatory instruments and consultative processes to improve implementation of participative aquifer management contracts; (c) the preparation and signature of participative aquifer management contracts in Selected Aquifers; (d) the installation of smart meters for monitoring groundwater withdrawals by large users; (e) the development, implementation, and adoption of a performance benchmarking framework to strengthen the performance of selected ABHs to deliver on their core functions of planning, managing, developing and protecting water resources, and operating and maintaining of infrastructure; (f) the operationalization of water information systems (SNIEAU and River Basin Agencies); (g) improvements in water data management and information management systems, including regulations, formal specifications, and benchmarking for data generation, sharing, and access, quality assurance and control standards, upgrade, equipment, and maintenance of monitoring and information systems; (h) the installation and rehabilitation of stations and piezometers; and (i) the operationalization of Multiservice Operators performance information systems and adoption of minimum service standards.

#### **2. Improving Financial Sustainability and Water Use Efficiency**

Improving the valuation of water, reducing water losses from existing conveyance and distribution systems, and encouraging water conservation in the Program Area through, *inter alia*: (a) the development of a financial sustainability framework for the sector, including the development of a financial model to inform pricing strategies for specific sub-sectors and the adoption of a financial sustainability action; (b) the implementation of communication campaigns and activities to raise awareness of the importance of water conservation; and (c) the implementation of water loss reduction plans, including the deployment of geographical information management systems and hydraulic models; water meters installation (bulk- and

micro-meters); network sectorization and pressure control program; and leakage detection and rehabilitation campaigns.

**3. Enabling Integration of Non-Conventional Water Resources**

Supporting the Borrower's efforts to improve the enabling environment for non-conventional water resources in the Program Area through, *inter alia*: (a) the development of regulations to strengthen the enabling environment and facilitate the up-scaling of non-conventional water resources, focused on desalination and wastewater reuse; and (b) the signature and implementation of conventions for the use of treated wastewater, including: (i) upgrade of wastewater treatment plants to increase the capacity for tertiary treatment and reuse of treated effluent for green spaces, industrial, and agricultural uses; and, (ii) distribution systems for conveyance of treated wastewater reuse, including pipelines, pump stations and storage tanks.

## SCHEDULE 2

### Program Execution

#### Section I. Implementation Arrangements

##### A. Program Institutions

1. The Borrower shall vest the overall responsibility for the coordination, monitoring and evaluation of the Program in the Ministry of Equipment and Water (“MEE”), and to this end, shall, through the MEE:
  - (a) no later than ninety (90) days after the Effective Date, or such later date as agreed by the Bank, establish, and thereafter maintain, throughout Program implementation, a Program Coordination Unit (“PCU”) within the MEE’s Direction of Research and Planning, responsible for the monitoring of day-to-day implementation of the Program, including the preparation of the Program’s semi-annual progress reports, preparation of pertinent financial statements, headed by a coordinator and staffed with adequate professional, fiduciary, administrative and technical personnel, with qualifications, experience and terms of employment acceptable to the Bank, all as described in the POM;
  - (b) maintain, throughout Program implementation, the PNAEPI Technical Committee, chaired by the MEE, composed of representatives of the entities and institutions participating in the implementation, monitoring and evaluation of the Program, responsible for strategic oversight and guidance under the Program, as further described in the POM; and
  - (c) ensure, throughout Program implementation, the coordination with other relevant ministries participating in the implementation of the Program, including the Ministry of Interior (“MoI”), the Ministry of Economy and Finances (“MEF”) and the Ministry of Agriculture, Maritime Fisheries, Rural Development and Water and Forests (“MAPMDREF”), including their relevant directorates and decentralized structures and agencies (including the ABHs under the technical tutelage of the MEE and the *Régies* through the MoI); all with roles and responsibilities in the technical implementation of the Program and under terms and conditions as set forth in the POM.

**B. Additional Program Implementation Arrangements**

***Convention Cadre ABHs***

1. Without limitations to the provisions of Section I.A.1 above, to facilitate the carrying out of the Program activities under the responsibility of each ABH, the Borrower, through the MEE and the MEF, shall, no later than ninety (90) days after the Effective Date, or such later date as agreed by the Bank: (a) enter into a framework agreement (“*Convention Cadre ABHs*”) with all participating ABHs under terms and conditions acceptable to the Bank and set forth in the POM, including the obligation of each ABH to implement the Program activities under its responsibility in accordance with the pertinent actions under the Program Action Plan and the POM (including the Anti-corruption Guidelines); and (b) exercise its rights and carry out its obligations under the *Convention Cadre ABHs* in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. In case of any conflict between the provisions of the *Convention Cadre ABHs* or those of this Agreement, the provisions of this Agreement shall prevail.

***Convention Cadre Régies***

2. Without limitations to the provisions of Section I.A.1 above, to facilitate the carrying out of the Program activities under the responsibility of each *Régie*, the Borrower, through the MoI and the MEF, shall, no later than ninety (90) days after the Effective Date, or such later date as agreed by the Bank: (a) enter into a framework agreement (“*Convention Cadre Régies*”) with all participating *Regies* under terms and conditions acceptable to the Bank and set forth in the POM, including the obligation of each *Regies* to implement the Program activities under its responsibility in accordance with the pertinent actions under the Program Action Plan and the POM (including the Anti-corruption Guidelines); and (b) exercise its rights and carry out its obligations under the *Convention Cadre Régies* in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. In case of any conflict between the provisions of the *Convention Cadre Régies* or those of this Agreement, the provisions of this Agreement shall prevail.

***Program Operational Manual***

3. The Borrower shall: (a) through the PCU, no later than ninety (90) days after the Effective Date, or such later date as agreed by the Bank, prepare a manual under terms and conditions acceptable to the Bank (“Program Operational Manual” or “POM”); and (b) immediately thereafter, carry out the Program in accordance with the POM. The Borrower shall not amend or waive any provision of the POM without the Bank’s prior written consent. In case of any conflict between the terms of the POM and those of this Agreement, the terms of this Agreement shall prevail.



***Program Action Plan***

4. The Borrower shall carry out the Program Action Plan, or cause the Program Action Plan to be carried out, in accordance with the schedule set out in said Program Action Plan and in a manner acceptable to the Bank.

***Verification Protocol***

5. The Borrower shall carry out verification missions for the verification of achievement of DLRs, which are set forth in the table in Section IV.A.2 of this Schedule in accordance with the Verification Protocol and furnish to the Bank not later than sixty (60) days after the verification of compliance of said DLRs, a report on the results of said verification of compliance process of such scope and in such detail as the Bank shall reasonably request.

**Section II. Excluded Activities**

1. The Borrower shall ensure that the Program excludes any activities which, in the opinion of the Bank:
  - (a) are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
  - (b) involve the procurement of: (1) works, estimated to cost USD 75,000,000 equivalent or more per contract; (2) goods, estimated to cost USD 50,000,000 equivalent or more per contract; (3) non-consulting services, estimated to cost USD 50,000,000 equivalent or more per contract; or (4) consultants' services, estimated to cost USD 20,000,000 equivalent or more per contract.

**Section III. Program Monitoring, Reporting and Evaluation**

The Borrower shall furnish to the Bank each Program Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

**Section IV. Withdrawal of Loan Proceeds**

**A. General**

1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Program Expenditures (inclusive of Taxes), on the basis of the results ("Disbursement Linked Results" or "DLRs") achieved by the Borrower, as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"); and (b) pay: (i)

the Front-end Fee; and (ii) pay each Interest Rate Cap or Interest Rate Collar premium; all as set forth in the table in paragraph 2 of this Part A.

2. The following table specifies each category of withdrawal of the proceeds of the Loan (including the Disbursement Linked Indicators as applicable) (“Category”), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Loan to each Category:

<b>Category (Including Disbursement Linked Indicator as applicable)</b>	<b>Disbursement Linked Result (As applicable)</b>	<b>Amount of the Loan Allocated (Expressed in EUR)</b>
(1) DLI #1: National Water Plan Adopted	<p>DLR#1.1: A national water plan incorporating, <i>inter alia</i>, climate scenarios and considerations and the principles to strengthen the governance, institutional, and financial aspects of the sector as further defined in the Verification Protocol (“National Water Plan”) has been prepared by the MEE.</p> <p>DLR#1.2: The National Water Plan has been validated by the Inter-ministerial Commission for Water.</p> <p>DLR#1.3: The National Water Plan has been validated by the Superior Council of Water and Climate.</p> <p>DLR#1.4: The National Water Plan has been approved by Decree and published.</p>	<p>DLR#1.1: <b>EUR 18,737,100</b></p> <p>DLR#1.2: <b>EUR 21,547,800</b></p> <p>DLR#1.3: <b>EUR 4,684,300</b></p> <p>DLR#1.4: <b>EUR 4,684,300</b></p>
(2) DLI #2: Groundwater management improved	<p>DLR#2.1: The agreement between MEE and MAPMDREF for managing of Selected Aquifers has been signed.</p> <p>DLR#2.2: The Decree on participatory groundwater management contract has been adopted and published.</p>	<p>DLR#2.1: <b>EUR 1,873,700</b></p> <p>DLR#2.2: <b>EUR 4,684,300</b></p>

	<p>DLR#2.3: Three (3) technical studies supporting participatory groundwater management contracts for three (3) Selected Aquifers have been completed by the respective ABHs.</p> <p>DLR#2.4: Three (3) participatory groundwater management contracts for three (3) Selected Aquifers have been signed by the relevant stakeholders.</p> <p>DLR#2.5: 50 smart meters for monitoring groundwater withdrawals by large users have been installed in the Program Area.</p>	<p>DLR#2.3: <b>EUR 11,242,200</b></p> <p>EUR 3,747,400 per completed technical study supporting a participatory groundwater management contract per Selected Aquifer.</p> <p>DLR#2.4: <b>EUR 11,242,200</b></p> <p>EUR 3,747,400 per participatory groundwater management contract signed and in effect.</p> <p>DLR#2.5: <b>EUR 4,685,000</b></p> <p>EUR 93,700 per each smart meters for monitoring of groundwater withdrawals installed in the Program Area.</p>
<p>(3) DLI #3: ABH performance framework adopted and ABH performance improved</p>	<p>DLR#3.1: The ABH performance framework has been adopted by the MEE Minister, in CY2024.</p> <p>DLR#3.2: An annual action plan for performance improvement has been adopted by each of the six (6) ABHs in the Program Area, in CY2025.</p>	<p>DLR#3.1: <b>EUR 1,873,700</b></p> <p>DLR#3.2: <b>EUR 2,810,400</b></p> <p>EUR 468,400 per ABH in the Program Area having adopted an annual action plan for performance improvement in CY2025.</p>

	<p>DLR#3.3: An annual action plan for performance improvement has been adopted by each of the six (6) ABHs' in the Program Area, in CY2026.</p> <p>DLR#3.4: Three (3) ABHs in the Program Area have improved their performance score compared to CY2025.</p> <p>DLR#3.5: An annual action plan for performance improvement has been adopted by each of the six (6) ABHs in the Program Area, in CY2027.</p> <p>DLR#3.6: Three (3) ABHs in the Program Area have improved their performance score compared to CY2026.</p>	<p>DLR#3.3: <b>EUR 2,810,400</b></p> <p>EUR 468,400 per ABH in the Program Area having adopted an annual action plan for performance improvement in CY 2026.</p> <p>DLR#3.4: <b>EUR 5,621,100</b></p> <p>EUR 1,873,700 per ABH in the Program Area having improved its score compared to CY2025 as further defined in the Verification Protocol.</p> <p>DLR#3.5: <b>EUR 2,810,400</b></p> <p>EUR 468,400 per ABH in the Program Area having adopted an annual action plan for performance improvement in CY2027.</p> <p>DLR#3.6: <b>EUR 5,621,100</b></p> <p>EUR 1,873,700 per ABH in the Program Area having improved its score compared to CY2026 as further defined in</p>
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	<p>DLR#3.7: An annual action plan for performance improvement has been adopted by each of the six (6) ABHs' in the Program Area, in CY2028.</p> <p>DLR#3.8: Three (3) ABHs in the Program Area have improved their performance score compared to CY 2027.</p> <p>DLR#3.9: The MEE has published in the SNIEAU a report on the ABHs' performance improvement, including comparative assessment.</p>	<p>the Verification Protocol.</p> <p>DLR#3.7: <b>EUR 2,810,400</b></p> <p>EUR 468,400 per ABH in the Program Area having adopted an annual action plan for performance improvement in CY 2028.</p> <p>DLR#3.8: <b>EUR 5,621,100</b></p> <p>EUR 1,873,700 per ABH in the Program Area having improved its score compared to CY 2027 as further defined in the Verification Protocol.</p> <p>DLR#3.9: <b>EUR 1,873,700</b></p>
<p>(4) DLI #4: Water Information Systems operationalized and used for decision-making</p>	<p>DLR#4.1: The Decree establishing the SNIEAU and ABHs' water resources information systems has been published.</p> <p>DLR#4.2: Two (2) ABHs have operationalized a water resources information system.</p>	<p>DLR#4.1: <b>EUR 6,558,000</b></p> <p>DLR#4.2: <b>EUR 8,431,800</b></p> <p>EUR 4,215,900 per each water resources information system operationalized in an ABH.</p>

	<p>DLR#4.3: The SNIEAU is developed and partially accessible to the public pursuant to the decree referred to in DLR#4.1, and used as a decision tool for water resources evaluation, management and planning.</p> <p>DLR#4.4. Two (2) ABHs have published the annual hydrological status, including water uses and the evolution of the water quality within the jurisdiction of the ABH in the SNIEAU.</p>	<p>DLR#4.3: <b>EUR 14,052,900</b></p> <p>DLR#4.4: <b>EUR 11,804,400</b></p> <p>EUR 5,902,200 per ABH in the Program Area having published the annual hydrological status including the uses and the evolution of the water quality within the jurisdiction of the ABH in the SNIEAU.</p>
<p>(5) DLI#5: Multiservice Operators' performance information system operationalized</p>	<p>DLR#5.1: The MoI has adopted by Circular the minimum service standards for electricity and water supply distribution and the wastewater collection and treatment to be complied with by Multiservice Operators in charge of electricity and water supply distribution and the wastewater collection and treatment in the Program Area.</p> <p>DLR#5.2: The MoI has developed a digitalized performance information system, including: (a) KPIs operational and financial performance reporting requirements by Multiservice Operators; and (b) tools for performance benchmarking.</p> <p>DLR#5.3: At least 50% of the Multiservice Operators in the</p>	<p>DLR#5.1: <b>EUR 11,242,300</b></p> <p>DLR#5.2: <b>EUR 11,242,300</b></p> <p>DLR#5.3:</p>

	<p>Program Area have provided an annual performance report through the digitalized performance information system.</p> <p>DLR#5.4: At least 75% of the Multiservice Operators in the Program Area have provided an annual performance report through the digitalized performance information system.</p> <p>DLR#5.5: An annual report produced by the MoI on Multiservice Operators, including comparative KPIs benchmarking, is available in the SNIEAU.</p>	<p><b>EUR 7,494,900</b></p> <p>DLR#5.4: <b>EUR 8,431,700</b></p> <p>DLR#5.5: <b>EUR 4,122,200</b></p>
<p>(6) DLI#6: Financial sustainability framework of the water sector improved</p>	<p>DLR#6.1: The Technical Working Group has been established.</p> <p>DLR#6.2: The financial model for the water sector has been approved by the Technical Working Group.</p> <p>DLR#6.3: The financial sustainability action plan for the water sector has been approved by the Technical Working Group.</p> <p>DLR#6.4: The financial sustainability action plan for the water sector has been adopted by the Inter-ministerial Commission of Water or any other relevant consultative body.</p>	<p>DLR#6.1: <b>EUR 1,873,700</b></p> <p>DLR#6.2: <b>EUR 12,179,000</b></p> <p>DLR#6.3: <b>EUR 13,116,000</b></p> <p>DLR#6.4: <b>EUR 11,242,300</b></p>
<p>(7): DLI#7: Volume of potable water savings in distribution water supply networks</p>	<p>DLR#7.1: 20,000,000 m<sup>3</sup> of potable water saved in distribution water supply networks through the implementation of non-revenue water reduction plans by <i>Regies</i> in the Program area.</p>	<p>DLR#7.1: <b>EUR 37,476,000</b></p> <p>EUR 468,450 per every additional 250,000 m<sup>3</sup> of potable water saved in distribution water supply networks</p>

		through the implementation of non-revenue water reduction plans by <i>Regies</i> in the Program area.
(8) DLI#8: Wastewater Reuse scale-up	<p>DLR#8.1: 52,000,000 m3 of treated wastewater made available for reuse in the Program Area.</p> <p>DLR#8.2: The revised bylaw (<i>arrêté</i>) defining the norms for wastewater reuse for irrigation purposes has been adopted by the MEE.</p>	<p>DLR#8.1: <b>EUR 48,713,600</b></p> <p>EUR 468,400 per every additional 500,000 m3 of treated wastewater made available for reuse under the Program Area.</p> <p>DLR#8.2: <b>EUR 3,865,950</b></p>
(9) Front-end Fee to be paid pursuant to Section 2.03 of this Agreement in accordance with Section 2.05 (b) of the General Conditions		<b>EUR 819,750</b>
(10) Interest Rate Cap or Interest Rate Collar premium to be paid pursuant to Section 4.05 (c) of the General Conditions		<b>0</b>
<b>TOTAL AMOUNT</b>		<b>EUR 327,900,000</b>

**B. Withdrawal Conditions; Withdrawal Period.**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) on the basis of DLRs achieved prior to the Signature Date; and



- (b) for any DLR under Categories (1) to (8), until and unless the Borrower has furnished evidence satisfactory to the Bank that said DLR has been achieved.
- 2. Notwithstanding the provisions of Part B.1(b) of this Section, the Borrower may withdraw an amount not to exceed EUR 81,975,000 as an advance; provided, however, that if the DLRs in the opinion of the Bank, is/are not achieved (or only partially achieved) by the Closing Date, the Borrower shall refund such advance (or portion of such advance as determined by the Bank in accordance with the calculation formula provisions set forth in the table immediately above) to the Bank promptly upon notice thereof by the Bank. Except as otherwise agreed with the Borrower, the Bank shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Bank shall specify by notice to the Borrower.
- 3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under Categories (1) to (8) has not been achieved, the Bank may, by notice to the Borrower: (a) reallocate all or a portion of the proceeds of the Loan then allocated to said DLR to any other DLR; and/or (b) cancel all or a portion of the proceeds of the Loan then allocated to said DLR.
- 4. The Closing Date is December 31, 2028.

**SCHEDULE 3**

**Amortization Schedule**

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each February 15 and August 15. Beginning August 15, 2028 through February 15, 2048	2.50%

## APPENDIX

### Definitions

1. “Anti-corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the Bank’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015.
2. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
3. “*Convention Cadre ABHs*” means the framework agreement referred to in Section I.B.1 of Schedule 2 to this Agreement.
4. “*Convention Cadre Régies*” means the framework agreement referred to in Section I.B.2 of Schedule 2 to this Agreement.
5. “CY” means calendar year of the Borrower commencing on January 1 and ending on December 31.
6. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
7. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Loan allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
8. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
9. “Inter-ministerial Commission for Water” means the Borrower’s inter-ministerial commission for water established pursuant to Decree No. 2-14-500 dated November 25, 2014.
10. “KPIs” means key performance indicators.
11. “Ministry of Agriculture, Maritime Fisheries, Rural Development and Water and Forests” or “MAPMDREF” means *Ministère de l’Agriculture, de la Pêche Maritime, du Développement Rural et des Eaux et Forêts*, the Borrower’s ministry in charge of agriculture and fisheries, or any successor thereto.

12. “MEF” or “Ministry of Economy and Finances” means *Ministère de l’Economie et des Finances*, the Borrower’s ministry in charge of economy and finance, or any successor thereto.
13. “Ministry of Equipment and Water” or “MEE” means *Ministère de l’Équipement et de l’Eau*, the Borrower’s ministry in charge of the water sector, or any successor thereto.
14. “Ministry of Interior” or “MoI” means *Ministère de l’Intérieur*, the Borrower’s ministry in charge of interior, or any successor thereto.
15. “Multiservice Operator” means the following: (a) *Régies*, and/or (b) a regional multiservice company (*société régionale multiservice*) once legally established; all operating as multiservice operator in the Program Area as further described in the POM.
16. “National Water Plan” means *Plan National de l’Eau*, the Borrower’s framework for the water sector as further defined in the Verification Protocol.
17. “PNAEPI” means the Borrower’s *Programme National pour l’approvisionnement en eau potable et l’irrigation*, supported partially by the Program.
18. “PNAEPI Technical Committee” means the inter-ministerial committee referred to in Section I.A.1(b) of Schedule 2 to this Agreement.
19. “Program Action Plan” means the Borrower’s plan dated June 16, 2023 and referred to in Section I.B.4 of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Bank.
20. “Program Area” means the area covered by the jurisdiction (*zone d’action*) of the ABHs participating in the Program, as further described in the POM.
21. “Program Coordination Unit” or “PCU” means the unit referred to in Section I.A.1(a) of Schedule 2 to this Agreement.
22. “Program Operations Manual” or “POM” means the manual referred to in Section I.B.3 of Schedule 2 to this Agreement, which shall contain, *inter alia*: (i) administrative, and monitoring and evaluation procedures; (ii) environmental and social management systems and complaints and grievance redress mechanism; (iii) the Program Action Plan; (iv) details, required results and arrangements for verification of achievement of the DLRs (including the Verification Protocol); (v) Program Report templates; (vi) the protocol/arrangements for periodic reporting to the Bank on, and sharing the findings of, any case of fraud and corruption denounced and/or investigated under the Program, in accordance with the Anti-Corruption Guidelines (to be included as an attachment to the POM); (vii)

the list of ABHs and *Régies* participating in the Program; as said manual may be amended from time to time with the Bank's prior written consent.

23. “*Régies*” means the Borrower’s municipal public utilities established pursuant to Decree No. 264-396 dated September 29, 1964 as amended, operating as multiservice operators in the Program Area, or any successor thereto, all as further listed in the POM.
24. “River Basin” means each of the river basins under the jurisdiction (*zone d’action*) of the ABHs and listed in the POM.
25. “River Basin Agency” or “ABH” means *Agence du Bassin Hydraulique*, each of the following: (a) *Agence du Bassin Hydraulique du Loukos* established pursuant to Decree No. 2-96-536 dated November 20, 1996; (b) *Agence du Bassin Hydraulique du Sebou* established pursuant to Decree no. 2-00-477 dated November 14, 2000; (c) *Agence du Bassin Hydraulique du Bou Regreg-Chaouia* established pursuant to Decree No. 2-00-478 dated November 14, 2000; (d) *Agence du Bassin Hydraulique du Oum Er-Rbia* established pursuant to Decree No. 2-96-536, dated November 20 1996; (e) *Agence du Bassin Hydraulique du Tensift* established pursuant to Decree No. 2-00-479 dated November 14, 2000; and (f) *Agence du Bassin Hydraulique du Souss-Massa* established pursuant Decree No. 2-00-480 dated November 14, 2000; and any other river basin agency as agreed between the Borrower and the Bank, all listed in the POM. “ABHs” means the plural thereof.
26. “Selected Aquifers” means the aquifers of Berrechid, Maamoura and Bahira, or any other aquifer in the Program Area agreed between the Borrower and the Bank and listed in the POM.
27. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
28. “SNIEAU” means *système national d’information sur l’eau*, the Borrower’s national water information system.
29. “Technical Working Group” means the technical working group referred to in DLR#6.1.