
GRANT NUMBER E2220-3W

Financing Agreement

**(Harmonizing and Improving Statistics in
West and Central Africa Project – Series of Projects Two)**

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

CENTRAL AFRICAN ECONOMIC AND MONETARY COMMUNITY

GRANT NUMBER E2220-3W

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”), and CENTRAL AFRICAN ECONOMIC AND MONETARY COMMUNITY (CEMAC) (“Recipient”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”).

WHEREAS:

- A. the Project is preceded by the HISWACA SOP-1 involving the African Union (AU), Economic Community of West African States (ECOWAS), West African Economic and Monetary Union (WAEMU), Republic of Benin, Republic of The Gambia, Republic of Guinea, Republic of Guinea-Bissau, Republic of Mali, Islamic Republic of Mauritania, Republic of Niger, and Republic of Senegal;
- B. following HISWACA SOP-1, the Participating Countries and the Recipient have agreed to participate in the Project;
- C. 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;
- D. by a financing agreement to be entered into on or about the date hereof between the Republic of Cameroon and the Association (the “Cameroon Financing Agreement”), the Association will extend to the Republic of Cameroon financing to assist the Republic of Cameroon in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Cameroon Financing Agreement;
- E. by a financing agreement to be entered into on or about the date hereof between the Central African Republic and the Association (the “CAR Financing Agreement”), the Association will extend to the Central African Republic financing to assist the Central African Republic in financing part of the cost of activities related to the Project on the terms and conditions set forth in the CAR Financing Agreement;
- F. by a financing agreement to be entered into on or about the date hereof between the Republic of Chad and the Association (the “Chad Financing Agreement”), the Association will extend to the Republic of Chad financing to assist the Republic of Chad in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Chad Financing Agreement;

- G. Parts 1.2.1, 1.2.2., 1.2.3, 1.3.1, 1.3.2, 1.3.3(a), 1.4, 1.5, 2.1, 2.2, 2.3(a) and (b), 2.4, 2.5, 3.1(b) and (c), 3.2, 4.1 and 4.2 of the Project will be implemented by the Republic of Cameroon;
- H. Parts 1.2.1, 1.2.2 (a)(c)(d) and (e), 1.2.3, 1.3.1, 1.3.2, 1.3.3(a), 1.4, 1.5, 2.1, 2.2., 2.3(a) and (b), 2.4, 2.5, 3.1(a) and (c), 3.2, 4.1, 4.2 and 4.3 of the Project will be implemented by the Central African Republic;
- I. Parts 1.2.1, 1.2.2., 1.2.3, 1.3, 1.4, 1.5, 2.1, 2.2(b) and (c), 2.3, 2.4, 2.5, 3.1(a), (b) and (c), 3.2, 4.1 and 4.2 will be implemented by the Republic of Chad; and
- J. Parts 1.1, 2.3(c), 3.1(b) and (c), 3.2, and 4.1 will be implemented by the Recipient.

WHEREAS the Association has also agreed, on the basis, *inter alia*, of the foregoing, to extend the financing provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fifteen million one hundred thousand Special Drawing Rights (SDR 15,100,000) (“Grant”), to assist in financing the Project.
- 2.02. The Recipient may withdraw the proceeds of the Grant 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 Grant Balance.
- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts 1.1, 2.3(c), 3.1(b) and (c), 3.2, and 4.1 of the Project through the CEMAC Commission in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) The CEMAC Revised Treaty has, in the opinion of the Association, been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.
 - (b) The AU Financing Agreement shall have failed to become effective before December 31, 2024.
 - (c) The Association shall have suspended in whole or in part the right of the AU to make withdrawals under the AU Financing Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has adopted the Project Operations Manual under terms and conditions acceptable to the Association, and in accordance with Section I.B. of Schedule 2 to this Agreement.
 - (b) The Recipient has established the Project Implementation Unit (“PIU”) in accordance with Section I.A.1 of Schedule 2 to this Agreement, including:
 - (i) the hiring or appointment of a Project coordinator; and
 - (ii) the recruitment of: (A) a procurement specialist; (B) a financial management specialist; and (C) an accountant; all with terms of reference, qualifications and experience satisfactory to the Association.
 - (c) The Recipient has prepared, disclosed, consulted upon and adopted: (i) the Umbrella Environmental and Social Management Framework (U-ESMF); (ii) the Umbrella Labor Management Procedure Framework; and (iii) the Stakeholder Engagement Framework; all in accordance with the ESCP and in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the Signature Date.

- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the President of the CEMAC Commission.

- 6.02. 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

- 6.03. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Commission de la CEMAC
Siège Provisoire au Parlement Communautaire, Malabo II
BP 298, Malabo
Guinée Équatoriale; and

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

E-mail:

ENGONGAB@cemac.int

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guermazi

Authorized Representative

Name: Boutheina Guermazi

Title: Director, Regional Integration

Date: 19-Oct-2023

**CENTRAL AFRICAN ECONOMIC AND MONETARY
COMMUNITY**

By

Baltasar ENGONGA EDJO'O

Authorized Representative

Name: Baltasar ENGONGA EDJO'O

Title: Président de la Commission de la CEMAC

Date: 13-Nov-2023

SCHEDULE 1

Project Description

The objective of the Project is to improve country statistical performance, regional harmonization, data access and use, and to enhance modernization of the statistical system in Participating Countries.

The Project consists of the following parts:

Part 1. Harmonization and Production of Core Statistics Using International Data Quality Standards

1.1. Regional Coordination and Adoption of Harmonized Data Quality Standards

Supporting CEMAC to improve quality and comparability of statistics and enhance its statistical advocacy and coordination, by: (a) supporting through Training, workshops and technical assistance: (i) the production by Participating Countries of harmonized statistical methodologies, guidelines and regulations based on CEMAC's Sub-regional Statistical Program for the period 2021-2030 and in line with best practices and international standards, including by promoting coordination and harmonization of major data collection activities; (ii) the adoption by Participating Countries of compatible software and tools to compile relevant statistics; (iii) the adaptation of international classifications to the circumstances of the Participating Countries and production of common classifications; (iv) statistical advocacy; (v) Training of professionals in Participating Countries on regional statistics guidelines or agreed statistical methodologies; (vi) improved management of MDAs, including through technical assistance regarding management of staff careers, staff motivation and performance pay; and (b) hiring of technical staff and provision of equipment.

1.2. Demographic and Socio-Economic Statistical Production

Support Participating Countries in producing updated demographic and socioeconomic data, through:

1.2.1. Population and Housing Census. Supporting all phases of population and housing censuses activities including *inter alia*: (a) pilot cartography and census; (b) main cartography; (c) enumeration; (d) post enumeration survey; (e) data processing and analysis; as well as (f) census results and data dissemination.

1.2.2. Integrated Household Survey Program. Supporting integrated household survey programs through financing of *inter alia*: (a) demographic and health surveys; (b) multiple indicator cluster survey; (c) labor force surveys; (d) household income and expenditure surveys; and/or as needed; and (e) on-demand ad hoc surveys; all with a specific focus on harmonized and standardized methodologies, expansion of the range of data collected, and use of innovative technologies in data collection, and disability and climate-sensitive statistics.

1.2.3. Gender. Filling gender data gaps and improving gender statistics through: (a) implementation and improvement of data collection efforts; and (b) capacity-building activities to enhance data collection, indicator calculation, and data dissemination.

1.3. Real and Fiscal Sector Statistical Production

Improving the Consumer Price Index (CPI) and national accounts statistics, by supporting: (a) the implementation of the latest government finance statistical performance standards; and (b) the improvement of data dissemination standards, through:

1.3.1. Source Data Collection and Adoption of Improved National Accounts Standards. Supporting Participating Countries to: (a) improve source data used to compile national accounts, especially strengthening enterprise statistics including building and maintaining business registers, administrative data, censuses, annual surveys, and an electronic platform to collect statistical and tax declaration data; (b) complete the rebasing cycle of national accounts, including *inter alia*, through standardized and/or expanded data collection in selected sectors or indicators, production or improvement of quarterly national accounts, and enhanced periodicity or subnational scope, depending on identified needs in Participating Countries, as well as improving economic analysis on the impact of climate change on the gross domestic product indicator; and supporting surveys on informal cross border trade in Participating Countries.

1.3.2. Modernization and Adoption of Improved CPI Standards. Improving quality and timeliness of CPI, including by supporting Participating Countries to: (a) modernize price collection processes through technology and acceptable harmonized methodologies and standards; (b) rebase CPI base years; (c) align with international standards; and (d) extend geographical coverage of the CPI.

1.3.3. Improved Government Finance Statistics Standards. Improving government finance statistics standards through: (a) technical assistance, regional Training and peer learning to support Participating Countries in adopting and implementing the most recent international standards and practices on government finance statistics, including as needed at the subregional or decentralized level; and (b) production of debt statistics.

1.4. Agricultural and Climate Change Statistical Production

1.4.1. Implementation of an Integrated System of Agricultural Sample Censuses and Surveys. Improving and conducting annual or periodical agriculture sample censuses and an integrated system of annual agricultural surveys including data collection on agricultural and livestock production in Participating Countries through financing of costs associated with data collection, technical tools and Training.

1.4.2. Geo-spatial, Remote Sensing and Climate Data Collection. Strengthening the capacity of MDAs to advance in the collection and production of core climate change statistics and indicators (including geospatial data), based on international standards, through financing of costs associated with data collection and production, technical assistance, workshops, and Training to identify a minimum set of climate change indicators to be produced and collected.

1.5. Sectoral and Sub-National Administrative Data Curation

Improve quality and availability of data from administrative sources and support production and dissemination of administrative data, including at the subnational level, through:

1.5.1. Improved Sectoral Administrative Data Systems and Integration. Providing: (a) technical assistance and Training to MDAs on the design of administrative data collection and processing of *inter alia*, health, education, agriculture, and labor statistics, and other administrative data using international standards and modern processing tools and techniques, with a focus on addressing gender gaps; (b) equipment to produce and disseminate statistical yearbook data production; and (c) financing the costs of data collection and technical assistance to support the collection, analysis and publication of available climate indicators .

1.5.2. Production and Management of Sub-National Statistics. Strengthening the capacities at the decentralized level of MDAs to perform data collection, production, and dissemination, as well as subnational statistical coordination, also through financing of needed goods, Operating Costs and Training.

Part 2. Statistical Modernization, Institutional Reform, Human Capital, Data Accessibility and Use

2.1. Statistical Modernization of National Statistical Offices-

Supporting MDAs in Participating Countries in the production of statistics using new data sources and collection methods, all by financing goods, capacity-building, and Training on statistical modernization.

2.2. Institutional Reforms for Selected National Statistical Systems-

Supporting: (a) technical assistance to Participating Countries to establish mechanisms for sustainable funding of the NSS; (b) technical assistance for assessing and updating the legal data protection framework for national statistics to align with international good practice relating to statistical disclosure controls and data protection rules and practices for statistical data; and (c) strengthen statistical coordination and quality assurance, including through technical assistance for the elaboration of NSDSs and a data quality framework.

2.3. Enhance Human Capital-

Strengthen specialization of MDAs' workforce in statistics by: (a) providing Training for statisticians including continuous education and on-the-job and professional training to MDA staff; (b) providing Scholarships for students admitted to regional and national statistical schools; and (c) supporting regional and national statistical schools to enhance their operation, performance and curricula, and/or harness innovative technologies, to improve capacity and teaching quality of MDA staff and students in the use of modern tools, through provision of goods, services, Training and hiring of teaching staff.

2.4. Data Accessibility and Dissemination-

Build capacity and provide technical assistance to improve data accessibility and dissemination in Participating Countries through: (a) implementation of open data system for archiving and distributing long time data series; (b) establishment and improvement of mechanisms for accessing and sharing microdata and online query and disseminating statistical findings; and (c) improving the application of IMF data dissemination standards.

2.5. Data Use and Analysis to Inform Public Policy-

Support: (a) establishment of tools and provision of skills to inform policy decisions and evaluate the impact of key actions proposed in the applicable NDP; (b) monitoring and evaluation of the NDP; (c) strengthening of MDAs to provide

data literacy campaigns and train key data users; (d) strengthening macroeconomic forecasting and analysis capacity; and (e) strengthening capacity on debt management, analysis and reporting.

Part 3. Construction, Upgrading and Modernization of Physical Infrastructure.

- 3.1. Construction and Infrastructure Upgrading of selected National Statistical Offices and Statistical Schools.** Support the modernization of selected physical infrastructure in MDAs and statistical schools through: (a) construction of new buildings; (b) rehabilitation of existing office complexes with modern facilities; and (c) provision of office furniture and equipment.
- 3.2. Modernization of Information and Communications Technology (ICT) and Statistical Infrastructure of National Statistical Offices and Statistical Schools.** Support the modernization of MDAs' and statistical schools' ICT systems and improving access to and use of innovative tools and practices.

Part 4. Project Management, Monitoring, and Evaluation

- 4.1. Project Management.** Support Project management and implementation, including on financial management, procurement, environmental and social aspects, communication, planning, audits, support to the relevant Project management and coordination in each Participating Country and Regional Body, monitoring and evaluation, and Operating Costs.
- 4.2. Project Results and User Satisfaction Monitoring.** Support the costs of Project monitoring and evaluation through data collection and reporting, as well as implementation and distribution of user satisfaction surveys.
- 4.3. Performance-based Financing (PBF) Mechanism.** For the Central African Republic, providing performance-based payments to eligible beneficiaries against their level of performance achieved, for activities under Parts 1.2.1, 1.2.2, 1.2.3, 1.3, 1.4, 1.5, 2.4, 2.5 and 4.2 of the Project.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. CEMAC Commission

- (a) At all times during the implementation of the Project, the Recipient shall, through the CEMAC Commission, be responsible for prompt and efficient oversight and coordination of implementation of activities under the Project, and shall take all actions, including the provision of funding, personnel and other resources necessary to enable the CEMAC Commission to perform said functions.
- (b) To this end, the Recipient, through the CEMAC Commission, shall establish and maintain at all times during the implementation of the Project, a Project Implementation Unit (“PIU”) with a composition, mandate, staffing and other resources satisfactory to the Association as further detailed in the Project Operations Manual. The PIU shall be responsible for: (i) day-to-day management and coordination of the implementation of activities under the Project; (ii) the preparation, adjustments and implementation of the Project management tools, including *inter alia*, the Project Operations Manual, Annual Work Plan and Budget, and procurement plans; (iii) the preparation of a consolidated report on the implementation of the Project components; and (iv) for compliance with environmental and social standards and fiduciary aspects of the Project.
- (c) The Recipient shall ensure that the PIU is headed by a Project coordinator who shall be responsible for the fiduciary aspects of the Project. Subject to paragraphs (d) and (e) below, the Recipient shall recruit or appoint and/or maintain at all times during the implementation of the Project, under terms and conditions approved by the Association: (a) the abovementioned Project coordinator; (b) a financial management specialist; (c) a procurement specialist; (d) a monitoring and evaluation specialist; (e) an accountant; (f) a communication specialist; and (g) any other staff needed to assist in the Project implementation and coordination including in accordance with the ESCP; all with terms of reference, qualifications and experience satisfactory to the Association and as further defined in the Project Operations Manual.

- (d) No later than three (3) months after the Effective Date, the Recipient shall purchase, install, configure, and thereafter maintain and use, an accounting software with parameters that take into consideration the specificity of the Project, under specifications and modalities satisfactory to the Association.
- (e) Notwithstanding the requirements of the ESCP, the Recipient, through the CEMAC Commission, shall no later than six (6) months after the Effective Date, recruit or appoint an external auditor and an internal auditor; all with terms of reference, qualifications and experience satisfactory to the Association, and said positions shall be thereafter maintained throughout Project implementation.

2. Regional Project Coordination Committee

No later than six (6) months after the Effective Date, the Recipient shall establish, and thereafter hold the secretariat for and maintain throughout Project implementation, a Regional Project Coordination Committee (RPCC), under terms of reference and with qualified and experienced members in adequate number, all satisfactory to the Association and as further set out in the Project Operations Manual. The RPCC shall: (A) be responsible for coordination of Project implementation among the Participating Countries and the Regional Bodies including, *inter alia*: (a) developing, coordinating and following up on implementation of statistical harmonization activities; and (b) monitoring and evaluation of Project implementation, as further described in the Project Operations Manual; (B) meet at least once a year; and (C) include representatives of all Participating Countries and Regional Bodies, as well as representatives of the Association and other entities as further described in the Project Operations Manual.

B. Project Operations Manual

1. The Recipient shall carry out Parts 1.1, 2.3(c), 3.1(b) and (c), 3.2, and 4.1 of the Project in accordance with the arrangements, procedures and guidelines set out in the Project Operations Manual, containing detailed arrangements and procedures, satisfactory to the Association, for: (a) institutional coordination and day-to-day execution of Parts 1.1, 2.3(c), 3.1(b) and (c), 3.2, and 4.1 of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; (e) environmental and social standards management; (f) the modalities for handling Personal Data in accordance with good international practice; (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall:
 - (a) take all action required to carry out Parts 1.1, 2.3(c), 3.1(b) and (c), 3.2, and 4.1 of the Project in accordance with the provisions and requirements set forth or referred to in the Project Operations Manual;
 - (b) submit recommendations to the Association for its consideration for changes and updates of the Project Operations Manual as they may become necessary or advisable during Project implementation in order to achieve the objectives of the Project; and
 - (c) not assign, amend, abrogate or waive the Project Operations Manual or any of its provisions without the prior approval of the Association. Notwithstanding the foregoing, if any of the provisions of the Project Operations Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

C. Annual Work Plan and Budget (AWP&B)

1. The Recipient shall prepare and furnish to the Association not later than October 31 of each year during the implementation of the Project, a draft work plan and budget for Project implementation, setting out, *inter alia*: (a) a detailed description of all activities proposed to be included in the Project for the subsequent year; (b) a proposed financing plan for expenditures required for such activities, including proposed amounts and sources of financing; (c) environmental and social instruments applicable to such activities in accordance with the provisions of ESCP; and (d) responsibility for execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity.
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, before validation by the RPCC and adoption of the final version of said plan and budget by the Recipient's College of Commissioners no later than December 31 of each year in the form satisfactory to the Association, and thereafter, ensure that the Project is implemented with due diligence during said subsequent year in accordance with such work plan and budget as shall have been approved by the Association ("Annual Work Plan and Budget" or "AWP&B").

4. The Recipient shall not make or allow to be made any change(s) to the approved AWP&B without prior approval in writing by the Association.

D. 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 contractors, and 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.

E. Data Protection

Prior to the carrying out of any Personal Data collection and processing activities under the Project, the Recipient shall ensure that its staff and any third party contracted for the purpose, follow adequate data protection standards and protocols, in accordance with best international practices and acceptable to the Association, as such standards and protocols shall be incorporated in the Project Operations Manual and, where appropriate, the applicable terms of reference.

F. Agreement with the Republic of Cameroon and ISSEA

- 1. For purposes of and prior to implementing Parts 2.3(c), 3.1(b) and (c) and 3.2 of the Project, the Recipient shall enter into an agreement with the Republic of Cameroon and ISSEA (the “ISSEA Agreement”), in a manner and substance

satisfactory to the Association, to the effect of setting out the modalities for the carrying out of activities under the Project to benefit ISSEA.

2. With respect to ISSEA, the Recipient shall ensure through the ISSEA Agreement *inter alia*: (a) compliance by ISSEA with the applicable provisions of the Project Operations Manual, the ESCP, the Procurement Regulations, the Anti-Corruption Guidelines as they apply to recipients of Grant proceeds other than the Recipient and this Agreement; and (b) to the extent applicable, cause ISSEA to: (i) cooperate with the Recipient in order to maintain the Association suitably informed of the progress in the implementation of Parts 2.3(c), 3.1(b) and (c) and 3.2 of the Project, as the case may be, through the information to be prepared and furnished to the Association pursuant to the provisions of Section II of Schedule 2 to this Agreement; and (ii) allow the Recipient and the Association to inspect, at their request, sites and records relevant to the implementation of Parts 2.3(c), 3.1(b) and (c) and 3.2 of the Project for purposes of Section 5.11 of the General Conditions.
3. The Recipient shall exercise its rights and obligations under the ISSEA Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the ISSEA Agreement or any provision contained therein (whether in whole or in part).
4. In the event of any conflict between the provisions of the ISSEA Agreement and those of this Agreement the provisions of this Agreement shall prevail.

G. Output Agreement with UNFPA

1. For purposes of and prior to carrying out any relevant activity under Part 1.1 of the Project, the Recipient shall enter into an output agreement (the "Output Agreement") with the United Nations Population Fund ("UNFPA"), in a manner and substance satisfactory to the Association, in order to: (a) enhance the Recipient's capacity to provide technical assistance on the generation and use of quality population data; and (b) support the Recipient in the organization of regular and strategic consultations on population census activities within Participating Countries, in accordance with their respective agreements.
2. The Recipient shall exercise its rights under the Output Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Output Agreement or any provision contained therein (whether in whole or in part).
3. In the event of any conflict between the provisions of the Output Agreement and those of this Agreement the provisions of this Agreement shall prevail.

H. Agreement with AFRISTAT

1. For the purposes of carrying out any relevant activity under Part 1.1 of the Project, the Recipient shall enter into an agreement with AFRISTAT (the “AFRISTAT Agreement”) under terms of reference and in form and substance satisfactory to the Association in accordance with the Procurement Regulations, as such terms shall include, without limitation, the obligation of and the commitment from AFRISTAT to: (a) support the Recipient to develop regional statistical methodologies, manuals and guidelines as well as in conducting regional Trainings and workshops in accordance with terms of reference acceptable to the Association; (b) carry out these activities in accordance with the Project Operations Manual, the ESCP, the Procurement Regulations and the Anti-Corruption Guidelines as they apply to recipients of Grant proceeds other than the Recipient; and (c) to the extent applicable: (i) cooperate with the Recipient in order to maintain the Association suitably informed of the progress in the implementation of the Project, as the case may be, through the information to be prepared and furnished to the Association pursuant to the provisions of Section II of Schedule 2 to this Agreement; and (ii) allow the Recipient and the Association to inspect, at their request, sites and records relevant to the implementation of the Project for purposes of Section 5.11 of the General Conditions.
2. The Recipient shall exercise its rights under the AFRISTAT Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the AFRISTAT Agreement or any of its provisions.
3. In the event of any conflict between the provisions of the Output Agreement and those of this Agreement the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month 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 Grant

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

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Training, and Operating Costs for Parts 1.1 and 4.1 of the Project	11,300,000	100%
(2) Goods, works, non-consulting services, consulting services, Training, and Operating Costs for Parts 2.3(c), 3.1(b) and (c), and 3.2 of the Project	3,800,000	100%
TOTAL AMOUNT	15,100,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date.
 - (b) under Category (2), unless and until the Recipient has entered into the ISSEA Agreement, in a manner and substance satisfactory to the Association.
2. The Closing Date is December 31, 2029.

APPENDIX

Section I. Definitions

1. “African Union” or “AU” means the union established by the Constitutive Act of the African Union adopted on July 11, 2000.
2. “AFRISTAT” means the international organization *Observatoire Economique et Statistique d’Afrique Subsaharienne* created in 1993 by 14 African Countries (including the Participating Countries).
3. “AFRISTAT Agreement” means the agreement to be entered into between the Recipient and AFRISTAT in accordance with Section I.H of Schedule 2 to this Agreement.
4. “AU Financing Agreement” means the financing agreement entered into between the Association and the AU for the purpose of HISWACA SOP-1 dated June 29, 2023 (Grant No. IDA E1740).
5. “Annual Work Plan and Budget” or “AWP&B” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.C. of Schedule 2 to this Agreement.
6. “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.
7. “Category” means a category set forth in the table in Section III.1 of Schedule 2 to this Agreement.
8. “CEMAC’s Sub-regional Statistical Program” means “*Programme Statistique Sous régional de la CEMAC*” (STAT-CEMAC) for the period 2021-2030 adopted by the Conference of Heads of State of CEMAC pursuant to *Decision No 1/21-CEMAC-CCE-15 portant adoption du Programme Statistique sous régional de la CEMAC (STAT-CEMAC) 2021-2030*.
9. “CEMAC” means the Central African Economic and Monetary Community, established and operating pursuant to the CEMAC Revised Treaty.
10. “CEMAC Commission” means the executive organ of CEMAC established in accordance with the CEMAC Revised Treaty.
11. “CEMAC Revised Treaty” means the establishment treaty of CEMAC, signed in Libreville, Gabon, on January 30, 2009.

12. “College of Commissioners” means the deliberative body of the CEMAC Commission established in accordance with the CEMAC Revised Treaty.
13. “CPI” means consumer price index.
14. “ECOWAS” means the Economic Community of West African States, established and operating pursuant to the establishment treaty of ECOWAS, signed in Cotonou, Benin, on July 24, 1993.
15. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated July 10, 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.
16. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
17. “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), with the modifications set forth in Section II of this Appendix.
18. “HISWACA SOP-1” means the Harmonizing and improving statistics in West and Central Africa Project – Series of Projects One, pursuant to the financing agreements between the Association and African Union (AU) Grant No. IDA E1740, Economic Community of West African States (ECOWAS) Grant No. IDA E1710, West African Economic and Monetary Union (WAEMU) Grant No. IDA E1730, Islamic Republic of Mauritania Credit No. IDA 73130, Republic of Benin

Credit No. IDA 73100, Republic of Guinea Credit No. IDA 73110, Republic of Guinea-Bissau Grant No. IDA E1720, Republic of Mali Credit No. IDA 73120, Republic of Niger Credit No. IDA 73140, Republic of Senegal Credit No. IDA 73180 and Credit No. IDA 73190, and Republic of The Gambia Grant No. IDA E1750.

19. “ICT” means information and communications technology.
20. “IMF” means International Monetary Fund.
21. “ISSEA” means the Sub-Regional Institute of Statistics and Applied Economics (*Institut Sous-régional de Statistique et d'Economie Appliquée*) established and operating pursuant to the Agreement signed on December 19, 1984, in Brazzaville.
22. “ISSEA Agreement” means the agreement to be entered into between the Recipient, the Republic of Cameroon, and ISSEA in accordance with Section I.F. of Schedule 2 to this Agreement, under terms and conditions acceptable to the Association, as said agreement may take the form, in agreement with the Association, of either a tripartite agreement or two separate forms of agreement between respectively the Recipient and the Republic of Cameroon and the Recipient, represented by the CEMAC Commission, and ISSEA.
23. “MDA” means the Participating Countries’ ministries, departments and agencies responsible for statistics and involved in the Project, including *inter alia* national statistics offices, namely and specifically: for Republic of Cameroon, the *Institut National de la Statistique* (INS) established pursuant to *Decret No. 2001/100 portant création, organisation et fonctionnement de l’Institut National de la Statistique* dated April 20, 2001, *Loi No. 2020/010 régissant l’activité statistique au Cameroun*, dated July 20, 2020, and *Decret No 2021/690 fixant les modalités d’application de la loi No. 2020/010 of July 20, 2020, régissant l’activité statistique au Cameroun*, dated December 2, 2021; for Central African Republic, the *Institut Centrafricain des Statistiques et des Etudes Economiques et Sociales* (ICASEES), established pursuant to *Loi No. 01.008 portant réglementation des activités statistiques en République Centrafricaine* dated July 16, 2001 and *Decret No 16.0127 portant approbation des statuts de l’Institut Centrafricain des Statistiques et des Etudes Economiques et Sociales (ICASEES)* dated March 9, 2016; for Republic of Chad, the *Institut National de la Statistique, des Etudes Economiques et Démographiques* (INSEED) established in accordance with *Law No. 26/PR/2019*, dated June 11, 2019 and operating pursuant to *Decree No. 969 of July 12, 2019*; or their respective legal successor thereto. “MDAs” means more than one such MDA or all MDAs collectively, as the context may justify.
24. “National Strategies for the Development of Statistics” or “NSDS” means the national strategies for the development of statistics for each Participating Country.

25. “NDP” means the national development plan of each Participating Country.
26. “NSS” means the national statistical system of each of the Participating Countries.
27. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient in connection with Project implementation, including consumable materials and supplies, communications, mass media and printing services, vehicle insurance, rental, operation and maintenance, utilities, office rental and maintenance, charges for the opening and operation of bank accounts required for the Project, travel, lodging and *per diems*, and salaries of contractual staff working on the Project (other than consulting services), but excluding salaries of officials of the Recipient or ISSEA.
28. “Output Agreement” means the agreement entered into by and between the Recipient and UNFPA in accordance with Section I.G. of Schedule 2 to this Agreement.
29. “Participating Countries” means the countries participating in this regional Project, namely Republic of Cameroon, Central African Republic, Republic of Chad, and any additional country which may participate in this regional Project in the future as shall be reflected in the Project Operations Manual. “Participating Country” means any one of the Participating Countries.
30. “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.
31. “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.
32. “Project Implementation Unit” or “PIU” means the implementation unit for the Project referred to in Section I.A.1 of Schedule 2 to this Agreement.
33. “Project Operations Manual” or “POM” means the Project’s implementation manual referred to in Section I.B. of Schedule 2 to this Agreement.
34. “Regional Bodies” means the regional and sub-regional organizations participating in this regional Project, namely the African Union and CEMAC. “Regional Body” means any one of the Regional Bodies.

35. “Regional Project Coordination Committee” or “RPCC” means the committee to be established by the Recipient in accordance with Section I.A.2 of Schedule 2 to this Agreement.
36. “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.
37. “Stakeholder Engagement Framework” means the stakeholder engagement framework, as the same may be amended from time to time in accordance with the provisions thereof, that the Recipient shall prepare, disclose, consult upon and adopt in accordance with the ESCP and in form and substance satisfactory to the Association.
38. “Training” means the costs incurred for purposes of training under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: 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.
39. “Umbrella Environmental and Social Management Framework” or “U-ESMF” means the umbrella environmental and social management framework for the Project, including *inter alia*, measures to mitigate risks to indigenous peoples, as the same may be amended from time to time in accordance with the provisions thereof, which the Recipient shall prepare, disclose, consult upon and adopt in accordance with the ESCP and in form and substance satisfactory to the Association.
40. “Umbrella Labor Management Procedures Framework” or “U-LMPF” means the labor management procedures for the Project, as the same may be amended from time to time in accordance with the provisions thereof, which the Recipient shall prepare, disclose, consult upon and adopt in accordance with the ESCP and in form and substance satisfactory to the Association.
41. “UNFPA” means United Nations Population Fund, the UN agency established in 1969 that provides, *inter alia*, support in conducting censuses.
42. “West African Economic and Monetary Union” or “WAEMU” means l’*Union Economique et Monétaire Ouest Africaine* (UEMOA) established and operating pursuant to a treaty signed in Dakar on January 10, 1994, as amended in 2003 (the Modified WAEMU Treaty).

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. Section 2.06 is modified to read as follows:

“Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Legal Agreements, is subject to the Association’s policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant.”

2. Paragraphs (b) and (c) of Section 3.18 are modified to read as follows:

“(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Member Country, or in connection with their execution, delivery or registration.”

3. In Section 5.11, paragraph (a) is modified to read as follows:

“Section 5.11. *Visits*

“(a) The Recipient shall take all action necessary or useful to ensure that the Member Country affords all reasonable opportunity for representatives of the Association to visit any part of their territories for purposes related to the Grant or the Project.”

4. Section 6.01 is deleted in its entirety and the remaining section in Article VI is renumbered accordingly.

5. Section 8.02 is modified as follows:

(a) Paragraph (j) on *Membership* is modified to read as follows:

(j) *Membership.* The Member Country or any member of the Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund.”

(b) Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:

“(m) *Interference.* The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the Project or the performance by the Recipient of its obligations under the Financing Agreement; or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to Grant or the Project.”

6. The Appendix (**Definitions**) is modified as follows:

(a) Paragraph 77 (Member Country) is modified to read as follows:

“77. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

(b) Paragraph 92 (Recipient) is modified to read as follows:

“92. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”