
GRANT NUMBER E2420-3W

Financing Agreement

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

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ECONOMIC COMMUNITY OF WEST AFRICAN STATES

GRANT NUMBER E2420-3W

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and ECONOMIC COMMUNITY OF WEST AFRICAN STATES (“Recipient”).

WHEREAS:

- A. the Participating Countries, along with the regional organizations including, the Recipient and Economic Community of Central African States (ECCAS), 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 the Republic of Burkina Faso, Republic of Chad, Republic of Congo, Republic of Togo, 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 financing agreement to be entered into on or about the date hereof between ECCAS and the Association (the “ECCAS Financing Agreement”), the Association will extend to ECAAS financing to assist ECCAS in financing the cost of activities related to the Project, on the terms and conditions set forth in the ECCAS Financing Agreement.

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 eleven million two hundred thousand Special Drawing Rights (SDR 11,200,000) (“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 January 15 and July 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall, and shall cause the Project to be carried out through the ECOWAS Commission’s Department of Human Development and Social Affairs (DHDSA), and by the West Africa Health Organisation (“WAHO” or “Project Implementing Entity”), all in accordance with the provisions of Article V of the General Conditions and the Subsidiary Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The Member Countries have taken or permitted to be taken any action which would prevent or interfere with the performance by the Recipient or by the Project Implementing Entity of their obligations under this Agreement or under the Project Agreement.
 - (b) The ECOWAS Treaty has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to perform any of its obligations under this Agreement.
 - (c) The WAHO Protocol has been amended, suspended, abrogated, repealed, or waived, so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

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.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Boutheina Guermazi

Title: Director, Regional Integration

Date: 30-Nov-2023

ECONOMIC COMMUNITY OF WEST AFRICAN STATES

By



Authorized Representative

Name: Omar Alieu TOURAY

Title: President de la Commission

Date: 02-Dec-2023

SCHEDULE 1

Project Description

The objective of the Project 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 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 adaptative capacity.
- 1.1 ECOWAS Commission, and WAHO, coordinating the regional level social and behavior change communication campaign, including: (i) launching and coordinate a high-level regional campaign on zero tolerance to GBV (child marriage, early pregnancy, female genital mutilation (FGM/C), dropping out of school, etc.); and (ii) establish regional high-level panel on GBV zero tolerance and coordinate with member states to facilitate harmonization of national laws and regional legal framework for coordinated national and regional response in combatting GBV and all forms of abuse against adolescent girls and women.
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 WAHO, carrying out a regional level program consisting of the following selected activities, including: (i) contextualization of regional curricula and implementation of norms and standards for safe spaces (husband and future husband clubs); and (ii) labelling safe spaces (*i.e.*, defining criteria and selecting safe spaces).
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 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 ECOWAS Commission, and WAHO, carrying out a regional level program of the selected activities, including: (i) providing regional level direction and leadership (*i.e.*, organizing annual regional workshops as a platform for sharing of national experiences and best practices, joint planning); and (ii) provision of technical assistance for implementation of to develop regional initiatives to support country interventions for retaining girls in school, including setting up a regional level school drop-out level alert mechanism.
4. Carrying out a program 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; (b) setting up community childcare centers; (c) income generating activities for out-of-school girls; and (d) facilitating access to finance through existing or new savings groups/associations and related initiatives.
- 4.1 ECOWAS Commission, and WAHO, carrying out a regional program of selected activities, including: (i) developing an ECOWAS regional policy for the financial and economic inclusion of women; (ii) organizing annual coordination and progress meeting of national focal points for youth intervention program, and supporting countries to reduce gender empowerment gaps; (ii) organizing an annual regional forum on the financial and economic inclusion of women in ECOWAS region; (iv) building the capacity of girls and young women movements that support sexual and reproductive health and rights; and (v) facilitating participation of girls and young women in events addressing the sexual and reproductive health and rights, women's empowerment and demographic dividend.
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; (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 ECOWAS Commission, and WAHO, carrying out of a regional program of selected activities to strengthen GBV prevention and response actions, including leading a regional level multisectoral and coordinated approach in the implementation of the policy, (establishing coordination committees), *inter alia*: (i) organizing workshops and training events; and (ii) establishing a monitoring framework for the harmonization of national laws with the continental and regional framework on GBV in ECOWAS Member States.

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 WAHO, carrying out a regional program of selected activities consisting of package of services, *inter alia*, enhancing accessibility to contraceptives, and support to countries: (i) in updating community-based distribution of contraceptives business cases (ii) developing strategic partnerships to fill the family planning commodity gaps; (iii) documenting the results of promising last-mile distribution approaches and supporting countries to scale-up said approaches; and (iv) in advocating and advancing for the creation of budget lines for contraceptives.
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; (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 WAHO, supporting Participating Countries efforts on last-mile supply of pharmaceutical chain, and cross-border movement, including: (i) strengthening supply chain management capacity and data digitalization to develop a harmonized dashboard for monitoring tracer indicators at the community level; (ii) supporting the operationalization of pooling procurement mechanism and seamless cross-border movements; and (iii) supporting Participating Countries supply chain governance and coordination for effective last mile distribution of quality sexual and reproductive health rights commodities.
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 WAHO, Supporting Participating Countries to improve access to quality RMNCAHN services, including: (i) building the capacity for building for midwifery and quality assurance; (ii) developing, scale-up and documenting the clinical mentorship and rural midwifery; (iii) supporting the existing ECOWAS regional centers of excellence in nursing and obstetric, and documenting lessons learned; and (iii) enhancing short term courses for health personnel including digitalized training (e-learning).

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; (c) conducting workshops and training for imams, female and other religious leaders across West and Central Africa region; and (d) enhancing

regional collaboration on laws to address cross-border FGM/C and child marriage.

- 1.1 ECOWAS Commission, and WAHO, (i) supporting the Participating countries and ECOWAS member countries effort in elaboration of a regional directive and guide on sexual and reproductive health for adoption and implementation of said regional directive and guide by the Participating Countries, and ECOWAS member countries; (ii) scaling-up in all Participating Countries tested models on capacity for implementation of relevant laws (e.g., mobile courts) and citizen ownership of protective measures against GBV and harmful practices; and (iii) supporting access to justice for victims of female genital mutilation (FGM), rape, and human trafficking along with capacity building on implementation of related laws.
2. Strengthening the capacity of Demographic Dividend Observatories (DDOs) for research and influencing policy makers to incorporate gender and demographic dividend in national and regional development planning and budgeting and monitoring and evaluation related to demographic dividend and gender issues.
- 2.1 ECOWAS Commission, and WAHO, strengthening the regional level capacity and establishing a regional demographic dividend observatory, connected to the national demographic dividend observatories of Participating Countries, national Institutes of statistics and demography, and national information centers on GBV, including, supporting Participating Countries: (i) develop and update demographic dividend profiles; (ii) implement national demographic dividend observatories; (iii) operationalize regional demographic dividend observatory in partnership with the relevant regional communities/organizations and the African Union; (iv) achieve demographic dividend and gender sensitive budgeting processes; (v) strengthen capacities in the generation of evidence on the demographic dividend; (vi) strengthen national capacities in documenting Project's achievements, and dissemination of results and reports at the regional, national, and local levels; and (viii) efforts to partner with academics and research institutions.
3. ECOWAS Commission and WAHO. Strengthening the capacity of ECOWAS Commission's DHDSA and WAHO for Project management, implementation and coordination at the regional level, including conducting studies, building the monitoring and evaluation capacity fiduciary aspects (*i.e.*, procurement and financial management), environmental and social framework compliance); and (ii) conducting baseline, mid-term and end-of-Project studies; (ii) strengthen national capacities in monitoring and evaluation and Project management; (iii) provision of secretariat services to the Secretariat for the Regional Steering Committee: (iv) supporting Participating Countries strengthen the monitoring and evaluation system aligned to the regional levels framework; (v) documenting Project results; (vi) organizing joint regional level monitoring and strategic direction missions; (vii) establishing a roster of capacities, experts, and institutions at national, regional, and international level; and (viii) provision of technical

assistance to build the capacity of WAHO, including recruiting an administrative assistant, communications officer, and a demographer, and carrying out a capacity assessment, implementing any technical capacity building recommendations under said assessment, all through the acquisition of goods, provision of technical advisory services, training, operating costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Regional Steering Committee

- (a) The Recipient shall maintain throughout the period of Project implementation its representative in the Regional Steering Committee, and to participate in the semi-annual meetings, as detailed in the Project Operations Manual.
- (b) The Recipient shall throughout Project implementation, ensure, and shall cause the Project implementing Entity to ensure: (i) implementation, coordination, and oversight of the Project; and (ii) maintain functions, staffing and resources, satisfactory to the Association, for the proper implementation of the Project.
- (c) Without limitation upon the foregoing provisions, 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. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant allocated to the Category under the table set forth in Section III.A.1 of Schedule 2 to this Agreement, available to the Project Implementing Entity under a subsidiary agreement (“Subsidiary Agreement”) between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association.
2. The Recipient shall exercise its rights under the Subsidiary 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 Subsidiary Agreement or any of its provisions.

C. Agreement for UNFPA Technical Services

1. To facilitate the carrying out of the Project, the Recipient shall, and shall cause the Project Implementing Entity, no later than three (3) months after the Effective

Date, make part of the proceeds of the Financing allocated from time to time to the Category of the table set forth in Section III.1 of this Schedule available to UNFPA under an agreement, in form and substance satisfactory to the Association.

2. The Recipient shall exercise its rights under such agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive said agreement.
3. In the event of any conflict between the provisions of such agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

D. Project Operations Manual

1. The Recipient shall, and shall cause the Project Implementing Entity, to 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) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; and (f) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice.
2. The Recipient shall, and shall cause the Project Implementing Entity to, afford the Association a reasonable opportunity to exchange views with the Recipient on the 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, and shall cause the Project Implementing Entity to, 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.

E. Annual Work Plan and Budget

1. The Recipient shall, and shall cause the Project Implementing Entity to, prepare and furnish to the Association not later than November 30 of each Fiscal 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 Fiscal 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, and shall cause the Project Implementing Entity to, 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 Bank’s prior approval in writing.

F. Environmental and Social Standards.

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall 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, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

G. Specific Financial Covenants

1. Not later than six (6) months after the Effective Date, the Recipient shall recruit an external auditor in accordance with the Procurement Regulations, in a manner and with qualifications satisfactory to the Association.
2. Not later than three (3) months after the Effective Date, the Recipient shall update its accounting and information system (*i.e.*, configure the existing accounting software parameters), to take into account the specific requirements of the Project.
3. The Recipient shall not later than three (3) months after the Effective Date re-assign, appoint, or recruit an internal auditor, with terms of reference, integrity, qualifications, and experience acceptable to the Association, and thereafter maintain said internal auditor throughout the Project implementation period.

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 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) |
|---|---|---|
| Goods, non-consulting services, consulting services, Operating Costs, and Training under parts A.1.1, A.2.1, A.3.1, A.4.1, A.5.1, B.1.1, B.2.1, B.3.1, C.1.1, C.2.1, C.3 of the Project | 11,200,000 | 100% |
| TOTAL AMOUNT | 11,200,000 | |

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.

APPENDIX

Section I. 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 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. “Africa Union” means the union established by the Constitutive Act of the African Union adopted on July 11, 2000.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “Demographic Dividend Observatories” or “DDOs” means corporately, institutions/agencies/departments of respective Participating Countries and regional organizations responsible for monitoring ongoing research in gender and demographic dividend policy area, and for informing policy makers to achieve gender-sensitive policies and budgeting.
6. “ECOWAS Treaty” means the treaty establishing the Recipient as a regional organization signed respectively by its member countries on July 24, 1993, including any amendments thereof, and said treaty is in force and effect in accordance with Article 89 thereof.
7. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated August 16, 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.
8. “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.

9. “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), with the modifications set forth in Section II of this Appendix.
10. “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; and (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities, but excluding salaries of the officials of the Recipient.
11. “Participating Countries” means Burkina Faso, Republic of Chad, Republic of Congo, Republic of Senegal, Republic of Togo, and The Gambia.
12. “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.
13. “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.
14. “Project Operations Manual” means the Recipient’s manual referred to in Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.

15. “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.
16. “RMNCAHN” stands for Reproductive, Maternal, Neonatal, Child and Adolescent Health and Nutrition.
17. “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.
18. “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.
19. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.
20. “UNFPA” means the United Nations Population Fund, a subsidiary organ of the United Nations General Assembly which addresses population and development issues with an emphasis on reproductive health and gender equality.
21. “WAHO Protocol” means the Protocol A/P.2/2/87 on the Establishment of a West African Health Organization, signed respectively by the Recipient’s member countries on July 9, 1987, and entered in force and effect in accordance with Article XVIII thereof, as amended by Supplementary Protocol A/SP.1/01/06, signed respectively by the Recipient’s member countries on January 12, 2006 and entered in force and effect in accordance with Article 2 thereof.

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.”