
CREDIT NUMBER 7433-CG

Financing Agreement

(Additional Financing - Climate Resilient and Inclusive Livelihoods Project
(ProClimat Congo))

between

REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7433-CG

FINANCING AGREEMENT

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

WHEREAS: (A) under the Original Financing Agreement, the International Bank for Reconstruction and Development agreed to provide the Recipient with a loan in an amount equivalent to sixty-four million six hundred thousand Euros (EUR 64,600,000) to assist in financing the Project;

(B) Pursuant to a grant agreement (“PROGREEN Grant Agreement”) to be entered into between the Borrower and the Bank, acting as Administrator for the Global Partnership for Sustainable and Resilient Landscapes (“PROGREEN”) Multi-Donor Trust Fund, the Borrower intends to receive from the Bank a grant in an amount not to exceed twelve million United States Dollars (USD 12,000,000) to assist in co-financing the Project;

(C) The Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend the credit provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of forty-seven million two hundred thousand Euros (EUR 47,200,000), as such amount may be converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing Part 1, Part 3.4, Part 4, Part 5 and Part 6 of 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 Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance, or such rate as may apply following a Currency Conversion.
- 2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum, or such rate as may apply following a Currency Conversion; on the Withdrawn Credit Balance.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts 1 to 5 of the Project, and shall cause the Project Implementing Entity to carry out Part 6 of the Project, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Original Financing Agreement has been executed and delivered and all conditions precedent to the effectiveness of said agreement have been fulfilled;
 - (b) the Recipient has established the Project Implementation Unit and recruited its key staff, namely: (i) a Project coordinator; (ii) a procurement specialist; (iii) a financial management specialist; and (iv) a food security specialist; each on the basis of terms of reference, qualification and experience acceptable to the Association; and

AGREED as of the Signature Date.

REPUBLIC OF CONGO

By

Jean Baptiste ONDAYE

Authorized Representative

Name: _____
Jean Baptiste ONDAYE

Title: _____
Ministre de l'economie et des finances

Date: _____
08-Dec-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Cheick Kante

Authorized Representative

Name: _____
Cheick Fantamady Kante

Title: _____
Country Director

Date: _____
30-Nov-2023

SCHEDULE 1

Project Description

The objective of the Project is to strengthen landscape management, increase the use of improved livelihood activities, and reduce food insecurity in targeted communities.

The Project consists of the following parts:

Part 1: Strengthening Capacity of Institutions and Promoting Social Cohesion

Part 1.1: Building Institutional Capacity on Sustainable and Resilient Agriculture and Natural Capital Management at the national, departmental, and local levels

Supporting:

- (a) capacity building of the selected Recipient's ministries, (including the Ministries for Agriculture, Environment and Forest Economy), including selected deconcentrated and decentralized structures involved in sustainable and resilient agriculture and natural capital management, to strengthen the execution of Project activities;
- (b) analytical work and advisory services to facilitate the implementation of Project activities in relation to landscape management, climate change, sustainable and resilient agriculture, natural capital management, gendered impacts of climate change; and
- (c) capacity building of the Recipient's selected ministries for inter-institutional coordination on monitoring food security and climate risk including, *inter alia*:
 - (i) the design and development of the Recipient's Food Security Crisis Preparedness Plan ("FSCPP"), and
 - (ii) the design and development of a harmonized and unified tool ("*Cadre Harmonisé* or CH") among the national surveys on food security.

Part 1.2: Promoting Social Cohesion and Inclusive Participation

Supporting:

- (a) the contracting of PIP Provider(s), to:
 - (i) implement a communication campaign to bring awareness around the Project activities and relevant issues,
 - (ii) support the elaboration of Project Investment Plans ("PIPs"), through a community engagement process with consultations and participatory workshops with key local stakeholders, to support social inclusion and climate resilience in Project activities,
 - (iii) conduct capacity building activities and training sessions; and
 - (iv) establish and manage a Social Cohesion Fund to provide targeted small monetary support to selected individuals prevented from participating in local development activities;
- (b) the development of a Grievance Mechanism; and

- (c) developing a community-based Early Warning and Response System (EWRS) for climate preparedness, food security crises and market prices.

Part 2: Strengthening Investments in Sustainable and Resilient Agriculture and Natural Capital Management

Part 2.1: Improving Infrastructure for Sustainable and Resilient Agriculture

Building and carrying out of public agriculture infrastructure microprojects identified in the PIPs (“PIP Microprojects”) in areas including, *inter alia*, construction, rehabilitation, upgrading and/or expansion of feeder roads, water supply access points, off-grid electrification, and infrastructure to manage drought and flooding; all through PIP Provider(s) competitively recruited under Part 1.2(a) above.

Part 2.2: Improving Natural Capital Management

Supporting:

- (a) analytical work to identify and recommend measures to improve environmental services for agriculture, maximize ecosystem services, and leverage them for livelihood activities;
- (b) the implementation of said measures;
- (c) the improvement of the management capacity of protected areas, through *inter alia* management plans, conservation infrastructure, patrolling equipment, capacity on wildlife surveillance, restoration activities for conservation purposes, and training; and
- (d) readiness assessments on ecotourism and corresponding pilot investments in selected areas.

Part 3: Promoting Inclusive, Climate-resilient Livelihoods and Value Chains

Part 3.1: Supporting Micro-, Small-, and Medium-sized Enterprises (MSMEs) on Climate-resilient Livelihoods and Value Chains

Supporting MSMEs involved in agriculture, community forestry, NTFPs and ecotourism, in strengthening their capacities to supply, produce, process, market and distribute agricultural products, and deliver associated services, through:

- (a) training, capacity building and technical assistance activities;
- (b) the provision of Matching Grants to eligible MSMEs carrying-out Sub-projects; and
- (c) the contracting of Service Provider(s) to carry out all activities under Part 3.1 (a) and Part 3.1 (b).

Part 3.2: Supporting Cooperatives on Climate-resilient Livelihoods and Value Chains

Supporting cooperatives involved in agriculture, community forestry, NTFPs, and ecotourism, to improve capacity, production, and sustainability, through:

- (a) training, capacity building and technical assistance activities;
- (b) the provision of Matching Grants to eligible cooperatives carrying out Sub-projects; and
- (c) the contracting of Service Provider(s) to carry out all activities under Part 3.2 (a) and Part 3.2 (b).

Part 3.3: Supporting Resilient Livelihood Groups and their Value Chains

Supporting selected Livelihood Groups, involved in agriculture, community forestry, NTFPs, and ecotourism, to transition into formal registered cooperatives, through:

- (a) training, capacity building and technical assistance activities;
- (b) the provision of Sub-grants to eligible Livelihood Groups carrying out Sub-projects; and
- (c) the contracting of Service Provider(s) to carry out all activities under Part 3.3 (a) and Part 3.3 (b).

Part 3.4: Supporting Food-Insecure Households

Supporting selected food-insecure households through:

- (a) acquiring and distributing of inputs at production and post-harvest stage including *inter alia* (i) providing improved, drought-resistant seed varieties, organic fertilizers, and pesticides, livestock (cattle, small ruminants, poultry) and fish feed, basic tools for primary production, and (ii) carrying out small-scale drainage, irrigation infrastructure, and small facilities for storage and value-addition; and
- (b) training, capacity building, and technical assistance to improve the capacity of farmers to aggregate, store, process, and add value to food products, and promote sustainable and resilient agriculture techniques to reduce producers' vulnerability to climate change.

Part 4: Project Management, Monitoring, and Evaluation

Supporting the Recipient in the areas of Project coordination, management, implementation, supervision, financial management, procurement, communication and outreach, supervision of implementation of the Social and Environmental Standards, monitoring and evaluation, capacity building activities for Project implementing entities, including through the provision of technical assistance, Training, Operating Costs, goods and services for the required purpose.

Part 5: Contingent Emergency Response

Providing immediate response to an Eligible Crisis or Emergency, as needed.

Part 6: Response to Immediate Food and Nutrition Security Needs

Part 6.1: Distributing food and food vouchers

Acquiring and distributing food products to selected beneficiaries or food vouchers to selected beneficiaries for use in selected retailers.

Part 6.2: Labor-Intensive Public Works

Provision of LIPW Cash Transfers or Vouchers to selected Labor-Intensive Public Work (“LIPW”) Beneficiaries for the carrying out of LIPW Sub-projects designed to generate temporary employment opportunities in eligible vulnerable, food-insecure households and to enhance food security and resilient agriculture activities .

Part 6.3: Managing Malnutrition

Providing :(a) food packages to selected children and pregnant and lactating women and girls (PLWG) through Blanket Supplementary Feeding (BSF) and Target Supplementary Feeding (TSF); and (b) technical assistance and support for the integrated management of severe acute malnutrition.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Implementation Arrangements

1. The Project's institutional and implementation arrangements shall be identical to those set forth in Section I.A to I.E of Schedule 2 to the Original Financing Agreement (and related definitions) and are hereby incorporated by reference in this Section and shall apply, *mutatis mutandis*, to this Agreement.
2. The Recipient undertakes to comply with the provisions of the Original Financing Agreement, to the same extent as if such provisions had been set out in full in this Agreement, subject, however, to the following modifications:
 - (a) References to the "Borrower" shall be construed as references to the "Recipient" under this Agreement.
 - (b) References to the "Bank" shall be construed as references to the "Association" under this Agreement.
 - (c) References to "Financing" and "Loan" shall be construed as references to the "Financing" provided for under this Agreement.

B. Project Implementation Unit

1. The Recipient shall maintain at all times during the Project implementation period, a Project Implementation Unit ("PIU") within the Recipient's Ministry of Planning, with composition, mandate, staffing and resources decided by the Recipient and satisfactory to the Association.
2. Without limitation on the provisions of sub-paragraph (a) above, the PIU shall have responsibility for Project implementation, management and day-to-day coordination of the Project activities, including *inter alia*: (a) the coordination, monitoring, evaluation, reporting and communication of the Project; (b) planning and implementation of the Project; (c) fiduciary management (*i.e.*, financial and procurement management) of the Project; (d) ensuring compliance with social and environmental safeguards aspects of the Project; (e) supervision, monitoring and evaluation; and (f) preparing Annual Work Plans and Budgets.
3. To this end, the PIU shall recruit and retain at all times during Project implementation, *inter alia*, the following staff, each with terms of reference, qualifications and experience satisfactory to the Association: (a) a Project

coordinator; (b) a procurement specialist; (c) a financial management specialist; and (d) a food security specialist.

4. The Borrower, through the PIU shall, not later than three (3) months after the Effective Date of the Original Financing Agreement, recruit and retain at all times during Project implementation: (a) a social safeguards specialist; (b) an environmental safeguards specialist; and (c) a GBV specialist; all with terms of reference, qualifications and experience satisfactory to the Association.
5. The Recipient, through the PIU, shall, not later than three (3) months after the Effective Date, or such later date as agreed with the Association, recruit and retain at all times during Project implementation: (a) an accountant; (b) an infrastructure specialist; (c) a conservation specialist; (d) a livelihoods specialist; (e) a monitoring and evaluation specialist; (f) financial management assistant; (g) a procurement assistant; and (h) a food security assistant; all with terms of reference, qualifications and experience satisfactory to the Association.

C. Cooperation Agreements with the Project Implementing Entity

1. For purpose of carrying out of Part 6 of the Project, the Recipient shall enter into, and thereafter maintain throughout the period of Project implementation, cooperation agreements with the Project Implementing Entity under terms and conditions acceptable to the Association (the “Cooperation Agreements”), whereby the Recipient shall cause the Project Implementing Entity to:
 - (a) implement the activities under Part 6 of the Project in accordance with the provisions of the Project Implementation Manual, and the requirements of the ESSs and ESCP, including *inter alia*: (i) improving access to food (quantity and quality); (ii) increasing the economic resilience of households and communities; (iii) implementing the LIPW Sub-projects; (iv) increasing food security; (v) supporting processing for farmers and agri-food processors; and
 - (b) report regularly to the PIU on the progress achieved in the implementation of Project activities and any challenges and/or obstacles thereto.
2. Notwithstanding the generality of the foregoing, for the implementation of LIPW Sub-projects under Part 6.2 of the Project, the Recipient shall ensure that the Cooperation Agreements require that the Project Implementing Entity:
 - (a) provides LIPW Cash Transfers or Vouchers to LIPW Beneficiaries in accordance with eligibility criteria and selection processes acceptable to the Association, as elaborated in the LIPW Manual including *inter alia*: (i) each LIPW Beneficiary shall be a minimum of eighteen (18) years of age; and (ii) each LIPW Beneficiary shall be permitted to

work a maximum number of days per month in accordance with the LMP;

- (b) retains one or more Payment Service Providers, satisfactory to the Association, to assist the Project Implementing Entity in administering payments for LIPW Cash Transfers and Vouchers in accordance with the provisions of the LIPW Manual;
- (c) at the Recipient's instruction, gives direct instructions to the Payment Service Provider(s) to provide relevant LIPW Cash Transfers or Vouchers for LIPW Beneficiaries, following procedures approved by the Association and further described in the LIPW Manual; and
- (d) ensures that LIPW Cash Transfers or Vouchers are made exclusively to LIPW Beneficiaries in accordance with the applicable screening mechanism, eligibility criteria and verification procedures set forth in the LIPW Manual and for productive purposes consistent with the objective of the Project.

3. In furtherance to the provisions of paragraphs 1 and 2 of this Section, the Recipient shall ensure that the Cooperation Agreements require that the Project Implementing Entity:

- (a) maintains in a separate account in its records (the "Financing Control Account") a complete, true and faithful record of all the advances received from, and transaction done with, the proceeds of the Financing and of all the expenditures paid from such advance;
- (b) retains all records (contracts, orders, invoices, bills, receipts, wiring instructions and other documents) evidencing the expenditures under the Project until at least the later of: (i) one (1) year after the Association has received the interim unaudited financial reports covering the period during which the last withdrawal from the Financing Control Account was made; and (ii) two (2) years after the Closing Date;
- (c) prepares, on a quarterly basis, interim unaudited financial reports, as per the format to be agreed with the Association to adequately reflect the operations, resources and expenditures related to the Project; the first said interim unaudited financial reports shall be furnished to the Association no later than thirty (30) days after the end of the first quarter after the date of the respective output agreement;
- (d) at the request of the Recipient, carries out an audit of Project activities with terms of reference acceptable to the Recipient and/or the Association;

- (e) gives access to Project-related information and records, as needed, for the TPM Agent to carry out the scope of its verification/audit as detailed in the Section I.F of this Agreement;
 - (f) does not transfer or channel any of the proceeds of the Grant to public officials or employees employed by any government entities of the Recipient, nor procure any items from them or their immediate family members; and
 - (g) the collection, use and processing (including transfers to the Recipient or third parties) of any Personal Data collected under the Project shall be done in accordance with applicable national law and best international practices under terms further detailed in the PIM, ensuring legitimate, appropriate and proportionate treatment of such Personal Data.
4. The Recipient shall exercise its rights under the Cooperation Agreements 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 the agreements or any provision contain therein (whether in whole or in part).
5. In the event of any conflict between the provisions of the Cooperation Agreements, on the one side, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.

D. LIPW Manual

1. The Recipient shall, in coordination with the Project Implementing Entity, prepare and adopt a LIPW manual in form and substance satisfactory to the Association, containing detailed arrangements and procedures for implementation of Part 6.2 of the Project, including, *inter alia*:
- (a) the operating procedures governing LIPW Sub-projects, including *inter alia*, specific criteria for the various LIPW Sub-projects to be eligible for financing under the Project, selection criteria for LIPW Beneficiaries to participate in LIPW Sub-projects; guidelines for selection, approval, implementation, monitoring and evaluation of Sub-projects; the terms and conditions for the LIPW Cash Transfers or Vouchers, and
 - (b) monitoring, evaluation, reporting, and governance procedures for the Part 6.2 of the Project.
2. The Recipient shall carry out the Project and cause the Project Implementing Entity to carry out the Project in accordance with the PIM and the LIPW Manual, and

except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the PIM and LIPW Manual, or any provision thereof.

3. In the event of any conflict between the provisions of the PIM and the LIPW Manual, the provisions of the PIM shall prevail.
4. In the event of any conflict between the provisions of the PIM and the LIPW manual and those of this Agreement, the provisions of this Agreement shall prevail.

E. 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, and shall cause the Project Implementing Entity to, 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. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. 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, including, explosions, spills and any work-related accident resulting in death or serious injury; any violent and exceptional incident or labor dispute involving any project beneficiary; any gender-based violence (e.g. SEA/SH) suffered by persons associated with the Project; any sexual harassment and violence against minors, any incidents in or related to international waterways or disputed areas, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

- 5. 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.
- 6. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and subcontractors 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.

F. TPM Agency

For purposes of assisting the Recipient in the provision of PIP Microprojects, Sub-grants, Matching Grants, LIPW Cash Transfers or Vouchers under the Project, the Recipient shall appoint, no later than nine (9) months after the Effective Date of the Original Financing Agreement, a TPM Agency or TPM Agencies, as applicable, with terms of reference, qualifications and experience satisfactory to the Association. To this end, the Recipient shall: (a) require the TPM Agency to prepare and submit yearly monitoring reports on the performance in the implementation (in particular fiduciary aspects) of: (i) PIP Microprojects by the

PIP Providers under Part 2.1 of the Project; (ii) Subprojects by the Grant Beneficiaries under Part 3 of the Project; and (iii) the LIPW Cash Transfers or Vouchers to LIPW Beneficiaries under Part 6.2 of the Project, which shall be promptly made available to and discussed with the Association; and (b) promptly take any actions, as may be requested by the Association upon its review of the TPM Agency's reports.

G. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
 - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Bank, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Bank;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Bank.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Bank.

3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Bank; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

H. Preparedness Plan

The Recipient shall ensure that not later than twelve (12) months after the Effective Date of the Original Financing Agreement, the Food Security Crisis Preparedness Plan (“FSCPP”) is prepared and adopted in form and substance acceptable to the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to 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 Credit Allocated (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training for the Project	35,200,000	Up to 100% as determined in the AWPB
(2) PIP Microprojects under Part 2.1 of the Project	0	0%
(3) Sub-grants and Matching Grants under Parts 3.1(a)(b); 3.2(a)(b), and 3.3(a)(b) of the Project	0	0%
(4) Emergency Expenditures under Part 5 of the Project	0	Up to 100% as determined in the AWPB
(5) Food expenditures, LIPW Cash Transfers or Vouchers, Direct Costs, Indirect Costs under Part 6 of the Project	12,000,000	100%
TOTAL AMOUNT	47,200,000	

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 date of this Agreement;
 - (b) under Category (5) until and unless the Association has received evidence that:
 - (i) the Recipient has prepared and adopted the LIPW Manual, in coordination with the Project Implementing Entity, in form and substance satisfactory to the Association; and

- (ii) the Recipient has entered into Cooperation Agreements with the Project Implementing Entity, in form and substance satisfactory to the Association; or
 - (c) for Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Loan Financing amounts under Category (4); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
- 2. The Closing Date is May 31, 2028.

Section IV. Amendment to the Original Financing Agreement

- 1. Section 2.01 of Article II is amended to read as follows:
 - 2.01. The Bank agrees to lend to the Borrower the amount of sixty-four million six hundred thousand Euros (EUR 64,600,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing Parts 1 to 5 of the project described in Schedule 1 to this Agreement ("Project").*
- 2. The description of the Project in Schedule 1 of the Original Financing Agreement is amended to read as the description of the Project in Schedule 1 to this Agreement.
- 3. The withdrawal table under Section III.A of Schedule 2 of the Original Financing Agreement is amended to read as follows:

Category	Amount of the Loan Allocated (expressed in Euros)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training for the Project	34,520,000	Up to 100% as determined in the AWPB
(2) PIP Microprojects under Part 2.1 of the Project	15,750,000	Up to 100% as determined in the AWPB
(3) Sub-grants and Matching Grants under Parts 3.1(a)(b); 3.2(a)(b), and 3.3(a)(b) of the Project	14,170,000	Up to 100% as determined in the AWPB
(4) Emergency Expenditures under Part 5 of the Project	0	Up to 100% as determined in the AWPB
(5) Front-end Fee	160,000	Amount payable pursuant to Article 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(6) Interest Rate Cap or Interest Rate Collar premium		Amount due pursuant to Section 4.05 (c) of the General Conditions.
TOTAL AMOUNT	64,600,000	

Section V. Amendment to the PROGREEN Grant Agreement

1. Section 3.01 of Article III is amended to read as follows:

‘3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed twelve million United States Dollars (USD 12,000,000) (“Grant”) to assist in financing Parts 1 to 4 of the Project.’

2. The description of the Project in Schedule 1 of the PROGREEN Grant Agreement is amended to read as the description of the Project in Schedule 1 to this Agreement.

3. The withdrawal table under Section III.A of Schedule 2 of the PROGREEN Grant Agreement is amended to read as follows:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services; Operating Costs and Training for the Project	6,430,000	Up to 100% as determined in the AWPB
(2) PIP Microprojects under Part 2.1 of the Project	2,930,000	Up to 100% as determined in the AWPB
(3) Sub-grants and Matching Grants under Parts 3.1(a)(b); 3.2(a)(b), and 3.3(a)(b)	2,640,000	Up to 100% as determined in the AWPB
TOTAL AMOUNT	12,000,000	

4. The Closing Date of the PROGREEN Grant Agreement under paragraph 2 of Section III.B is hereby amended to read as July 31, 2026.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing November 15, 2028, to and including May 15, 2048	1.65%
commencing November 15, 2048, to and including May 15, 2053	3.40%

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

APPENDIX

Definitions

1. “Annual Work Plan and Budget” and “AWPB” each means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.B.3 of Schedule 2 to the Original Financing 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. “Blanket Supplementary Feeding” or “BSF” means the approach that targets a food supplement to all members of a specified at risk group, regardless of whether they have moderate acute malnutrition.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Manual” means the manual referred to in Section I.G of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Bank, and which is an integral part of the Operational Manual.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
7. “Cooperation Agreements” means the cooperation agreements to be signed between the Recipient and the Project Implementing Entity for the implementation of Part 6 of the Project, in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.
8. “Direct Costs” means the actual cost of the Project Implementing Entity that can be directly traced to the deliverables set forth in the Cooperation Agreements.
9. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
10. “Emergency Action Plan” means the plan referred to in Section I.G of schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and

monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.

11. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.G of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
12. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated , as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
13. “Environmental and Social 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.
14. “Food Insecurity Crisis” means an event or events driven by natural disasters, economic shocks, and/or public health threats, which pose a significant threat of becoming a large-scale food security crisis within a country or across countries, in accordance with criteria acceptable to the Association.
15. “Food Security Crisis Preparedness Plan” or “FSCPP” means the Recipient’s preparedness plan in case of a Food Insecurity Crisis, the preparation of which is supported under Part 1.1(c) of the Project.
16. “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).

17. “Indirect Costs” means the indirect costs incurred by the Project Implementing Entity as a function and in support of the Project, which cannot be traced unequivocally to the deliverables and technical outputs of the Project.
18. “LIPW” means Labor Intensive Public Works, a specific labor-intensive activity under the Project, which is identified and appraised during the implementation of the Project, carried out in exchange of LIPW Cash Transfers or Vouchers by LIPW Beneficiaries, and proposed to be financed with the proceeds of the Financing.
19. “LIPW Cash Transfers or Vouchers” means a reasonable amount of in-kind cash or food voucher to be provided to an LIPW Beneficiary under Part 6.2 of the Project in accordance with eligibility criteria and procedures set forth in the LIPW Manual; and “LIPW Transfers” means more than one LIPW Transfer.
20. “LIPW Beneficiary” means any household, person eligible to receive LIPW Cash Transfers or Vouchers for the carrying out of LIPW Sub-projects, and “LIPW Beneficiaries” means more than one LIPW Beneficiary.
21. “LIPW Manual” means the operational manual to be prepared by the Recipient, with the support of the Project Implementing Entity and adopted by the Recipient for the carrying out of LIPW Sub-projects, referred to in Section I.D of Schedule 2 to this Agreement.
22. “LIPW Sub-projects” means such civil works involving the construction or rehabilitation of small-scale infrastructure, including *inter alia*, the establishment of backyard/home gardens and small household livestock and fishing units, to be undertaken by a LIPW Beneficiary as further identified in the LIPW Manual.
23. “Matching Grant” means a grant provided or proposed to be made by the Borrower to a Matching Grant Beneficiary for the purpose of implementing a Sub-project under Parts 3.1 and 3.2 of the Project (as further described in the Grant Manual).
24. “Matching Grant Beneficiary” means MSMEs selected to receive a Matching Grant under Part 3.1 of the Project; and/or cooperatives selected to receive a Matching Grant under Part 3.2 of the Project for the purpose of carrying out a Sub-project; as they meet the guidelines, selection and eligibility criteria set out in the Grant Manual and have entered into a Grant Agreement; and “Matching Grant Beneficiaries” means the plural thereof.
25. “Ministry of Planning” means the Recipient’s ministry in charge of planning, or its legal successor.
26. “Operating Costs” means the incremental expenses incurred by the Recipient on account of Project implementation, management, monitoring and evaluation, including the reasonable costs for utilities and supplies, bank charges,

communications (including phone and internet costs), vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, media expenses related to publication of procurement and other project notices, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, *honoraria*, and bonuses of members of the Recipient's civil service.

27. "Original Financing Agreement" means the financing agreement for Loan No. 9493-CG for the Project between the Recipient and the International Bank for Reconstruction and Development, dated April 14, 2023, including all appendices, schedules and agreements supplemental thereto as such agreement may be amended from time to time.
28. "Payment Service Provider" means any agency that provides LIPW Cash Transfers or Vouchers to the LIPW Beneficiaries for carrying out LIPW Sub-Projects under Part 6.2 of the Project; and "Payment Service Providers" means more than one Payment Service Provider.
29. "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.
30. "PIP Agreement" means the agreement(s) to be entered into between each PIP Provider and the Recipient to select PIP Microprojects and carry out procurement and supervision of said microprojects, as referred to in Section I.D.1 of Schedule 2 to the Original Financing Agreement and further detailed in the PIP Manual.
31. "PIP Manual" means the operational manual, to be adopted by the Recipient and prepared by a PIP Provider, for PIP Microprojects, referred to in Section I.B.2 of Schedule 2 to the Original Financing Agreement.
32. "PIP Microprojects" means the microprojects selected in accordance with the PIPs under Part 1 of the Project, and with criteria and conditions further defined in the PIP Manual.
33. "PIP Provider" means a company, an individual, or a local or international NGO, acceptable to the Association, recruited by the Recipient under a PIP Agreement, for the purposes of carrying out activities financed under Parts 1.2 and 2.1 of the Project; and "PIP Providers" means two or more of such companies, individuals or NGOs.

34. “Preparedness Plan” means the plan referred to in Section I.G of Schedule 2 to this Agreement, setting out the operational procedures to respond to and contain a Food Insecurity Crisis.
35. “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.
36. “PROGREEN” means the Global Partnership for Sustainable and Resilient Landscapes Multi-Donor Trust Fund.
37. “PROGREEN Grant Agreement” means the agreement dated April 14, 2023, between the Recipient and the International Bank for Reconstruction and Development, acting as Administrator of PROGREEN, providing a grant to the Recipient to assist in financing the Project, as such agreement may be amended from time to time. “PROGREEN Grant Agreement” includes all appendices, schedules and agreements supplemental to the PROGREEN Grant Agreement.
38. “Project Implementing Entity” means WFP or any other UN Agency subject to prior approval of the Association, with which the Recipient, through MoP shall enter into Cooperation Agreements in terms and conditions set under Section I.C of Schedule 2 to this Agreement, for the implementation of Part 6 of the Project.
39. “Project Implementation Unit” or “PIU” means the unit referred to in Section I.B of Schedule 2 to this Agreement.
40. “SEA/SH” means sexual exploitation and abuse and sexual harassment.
41. “Service Agreement” means the contract(s) to be entered into between the Borrower (through the PIU) and each Service Provider, to select Grant Beneficiaries and oversee the implementation and the supervision of Sub-projects, Matching Grants and Sub-grants financed under Parts 3.1, 3.2, and/or 3.3 of the Project; referred to in the Original Financing Agreement and further detailed in the Grant Manual.
42. “Service Provider” means a company, an individual, or a local or international non-governmental organization acceptable to the Bank, recruited by the Borrower under a Service Agreement, for the purposes of carrying out activities financed under Parts 3.1, 3.2, and/or 3.3 of the Project; and “Service Providers” means two or more of such companies, individuals or NGOs.
43. “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.

44. “Sub-project” means the eligible activities for the inclusive, climate-resilient livelihoods and value chains under Part 3 of the Project, selected and carried out in accordance with criteria specified in the Grant Manual; and “Sub-projects” means the plural thereof.
45. “Target Supplementary Feeding” or “TSF” means the provision of food supplements to the general population of mild and/or moderately malnourished children, pregnant and lactating women and other nutritionally vulnerable groups.
46. “TPM Agency” means the third-party monitoring agency to be recruited by the Borrower in accordance with Section I.F of Schedule 2 to this Agreement, for the purposes of carrying out external ex-post verification of services (with a focus on fiduciary aspects) provided under Parts 2.1, 3 and 6 of the Project.
47. “Training” means the reasonable cost of training under the Project, based on Annual Work Plans and Budgets, including costs associated with seminars, workshops, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation, all based on periodic budgets acceptable to the Bank (but excluding costs of consulting services).
48. “UN Agency” means any of the departments, specialized agencies, funds or programs of the United Nations; a body established and operating pursuant to the Charter of the United Nations signed on June 26, 1945, and entered into effect on October 24, 1945.
49. “WFP” means the World Food Programme.