



GRANT NUMBER E1420

Financing Agreement

(West Africa Coastal Areas Resilience Investment Project 2)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WEST AFRICAN ECONOMIC AND MONETARY UNION



GRANT NUMBER E1420

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and WEST AFRICAN ECONOMIC AND MONETARY UNION (“Recipient”).

WHEREAS (A) the Association, in response to the request of certain Western Africa countries for solutions and financing to help save the social and economic assets of their coastal areas, has developed the West Africa Coastal Areas Program (the “Program”), which aims to help those countries access expertise and finance to sustainably manage their coastal areas and to strengthen regional integration of countries by working with related regional institutions and agreements, thereby strengthening the resilience of coastal communities and economic assets in Western Africa countries along the coastline between the Islamic Republic of Mauritania and the Republic of Gabon;

(B) the Recipient received financing through an agreement entered into between the Association and the Recipient No. D290 dated April 21, 2018, for the West Africa Coastal Areas Resilience Investment Project, of which this Project is a continuation, and has requested further financing to expand its activities for Part 1 of the Project to the Participating Countries;

(C) by a financing agreement to be entered into between the Republic of the Gambia and the Association (“Gambia Financing Agreement”), the Association would extend to the Republic of the Gambia a grant in an amount equivalent to thirty-five million one hundred thousand Special Drawing Rights (SDR 35,100,000) to assist the Republic of the Gambia in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Gambia Financing Agreement;

(D) by a financing agreement to be entered into between the Republic of Ghana and the Association (“Ghana Financing Agreement”), the Association would extend to Ghana a credit in an amount of one hundred fifty million Dollars (\$150,000,000) to assist the Republic of Ghana in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Ghana Financing Agreement;

(E) by a financing agreement to be entered into between the Republic of Guinea-Bissau and the Association (“Guinea-Bissau Financing Agreement”), the Association would extend to Guinea-Bissau a grant in an amount equivalent to twenty-three million four hundred thousand Special Drawing Rights (SDR 23,400,000) to assist Guinea-Bissau in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Guinea-Bissau Financing Agreement; and

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

NOW THEREFORE the Association and the Recipient 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 twelve million five hundred thousand Special Drawing Rights (SDR 12,500,000) (“Grant”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Grant Balance.
- 2.04. The Payment Dates are June 15 and December 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 carry out Part 1 of the Project, including as needed with the involvement of relevant Contracted Entities, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:

- (a) None of the Participating Country Financing Agreements shall have become effective by December 31, 2023.
- (b) The Association has suspended in whole or in part the right of one or more Participating Countries to make withdrawals under the respective Participating Country Financing Agreement.
- (c) The WAEMU Enabling Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement.
- (d) The ability of the Recipient to perform any of its obligations under this Agreement is materially and adversely affected by any amendment, suspension, abrogation, repeal, waiver or non-enforcement of the Abidjan Convention or any of the Additional Protocols.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Recipient shall have updated the terms of reference of both: (a) the Regional Management Unit; and (b) the Regional Steering Committee; to reflect the Project, all in accordance with Section I.A. of Schedule 2 to this Agreement.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the President of the Commission.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) The Association's Address is:

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

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

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

- 6.03. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Commission of the West African Economic and Monetary Union
380, Avenue Professeur Joseph Ki-Zerbo
01 BP 543 Ouagadougou
Burkina Faso; and

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

Facsimile:	E-mail:
(226) 25-31-88-72	commission@uemoa.int

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guermazi

Authorized Representative
Boutheina Guermazi

Name: _____

Title: _____ Director, Regional Integration

Date: _____ 04-Mar-2023

WEST AFRICAN ECONOMIC AND MONETARY UNION

By

Abdoulaye Diop

Authorized Representative

Name: _____ Abdoulaye Diop

Title: _____ Président de la Commission

Date: _____ 16-Mar-2023

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the resilience of targeted communities and areas in coastal Western Africa.

The Project consists of the following parts:

Part 1: Strengthening Regional Integration

Strengthen effective regional and national coordination of stakeholders, activities and investments to improve climate resilience in Project coastal areas, through policy harmonization, development of collaborative decision-making support tools, strengthening of regional institutional collaboration and development of new strategic partnerships to scale-up the response to coastal resilience development challenges.

1.1 Regional Strategies, Policies and Governance

Strengthen the Recipient's coastal resilience regional leadership and operationalize coordinated planning, financing and monitoring of coastal resilience investments through: (a) support to implementation of a regional financing mobilization strategy, transfer of finance mobilization functions to the Recipient, establishment of a facility for the development of coastal resilience regional projects, strengthening of coordinated frameworks for coastal resilience investments and operationalization of a regional investment monitoring system, as well as related event planning, outreach, knowledge-sharing and Training; (b) strengthening of a regional governance framework through development of regional strategies and reinforced governance and joint collaboration with regional institutions, and fostered multi-stakeholder dialogue on coastal resilience and the blue economy; and (c) improving environmental and social risk management for investments, as well as technical assistance to support policy harmonization, port sustainability operationalization, strengthen regional coastal agreements and protocols, including related studies, Operating Costs, Training and outreach.

1.2 Regional Technical Support for Coastal Resilience

Provide scaled-up technical implementation, coordination and supervision support at regional and Participating Countries levels, including: (a) Project and partnership coordination, outreach, capacity-building, Training and expertise mobilization, monitoring, evaluation, reporting and knowledge management, fiduciary, communications and environmental and social aspects of the Project; (b) coastal observation operationalization, including institutional and operational support to WARCO, regional data dissemination, support to national monitoring mechanisms, Training and related studies and outreach; and (c) promotion of sustainable management tools, through

strengthening of marine and coastal protected areas and support to development of ecotourism standards, and related studies, capacity-building, outreach and Training.

Part 2: Strengthening the Policy and Institutional Framework

Provide technical and financial support to the development and operationalization in Participating Countries of policy frameworks necessary to implement integrated coastal management plans and land use strategies and promote effective management of transboundary coastal ecosystems and spatial planning, through technical assistance to: strengthen institutional arrangements and policy frameworks in coastal zones and protected areas, develop transboundary contingency plans and a strategy for coastal resilience spatial and multisectoral investment planning and financial sustainability, support Participating Countries' coastal observatories to promote management and protection of coastal ecosystems, and carry out regional integration and harmonization activities.

Part 3: Strengthening National Physical and Social Investments

Carrying out by Participating Countries of Subprojects and Social Subprojects, including financing of green, grey and/or hybrid physical rehabilitation and infrastructure investments in selected areas to reduce flooding and erosion risks, control pollution and manage waste, ecosystem and management restoration, and including related technical studies and regulatory gap analysis, works, equipment, associated management and restoration measures, Training, outreach and related support towards sustainable landscape management practices; and support to local and national stakeholders for outreach and participatory purposes and identification of livelihood opportunities for coastal communities.

Part 4: National Coordination

Strengthening of Participating Countries' steering and technical committees and Project Implementation Units towards day-to-day management of the Project, including environmental and social, fiduciary and technical aspects, monitoring and evaluation, communication, outreach, and financing of Training and Operating Costs.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Regional Management Unit

- (a) The Recipient shall maintain, throughout Project implementation, the Regional Management Unit (“RMU”). The RMU shall be embedded to the Environment Directorate and shall be responsible for: (i) the overall fiduciary supervision of Part 1 of the Project; (ii) the carrying out of Part 1 of the Project and the managing of the activities and budget thereunder; and (iii) ensuring the overall coordination and liaison of the relations among the Recipient, the Association, the Contracted Entities, and other entities involved in the implementation of Part 1 of the Project. The RMU shall be headed by the Regional WAEMU Focal Point and its composition shall include, among others, a regional integration specialist to manage the Recipient’s regional institutional relationships.
- (b) For that purpose and without limitation to the above or the requirements under the ESCP, the Recipient shall: (i) no later than three (3) months after the Effective Date, or any later date agreed upon in writing with the Association, (A) update, customize and install an accounting software, with specifications and under modalities satisfactory to the Association; and (B) recruit or assign for the Project (aa) a senior accountant and (bb) a procurement specialist; both with terms of reference, qualifications and experience satisfactory to the Association; and (ii) no later than six (6) months after the Effective Date, hire an external auditor for the Project, in accordance with the Procurement Regulations.

2. Regional Steering Committee

The Recipient shall maintain throughout Project implementation, the Regional Steering Committee (“RSC”) with a composition and under terms of reference developed by the Recipient and the Participating Countries satisfactory to the Association, and which shall be vested with the responsibility of providing overall strategic guidance, supporting policy dialogue with and among the Participating Countries and other countries in Western Africa on regional integration, coordinating cross-boundary Project interventions, facilitating resource mobilization and assessing the results and impacts of the Project. The RSC shall be co-chaired by the Recipient, represented by the Commissioner for the Recipient’s department of agriculture, water and the environment or his/her

representative, and a representative of a Participating Country chosen on a rotating basis. The RSC will be composed of, *inter alia*, as members, the chair of the National Steering Committee of each Participating Country, a representative of ECOWAS, a representative of ECCAS, and as observers, a representative from each of the Contracted Entities and other regional partners, as further set out in the Regional Project Implementation Manual. The Regional Implementation Support Unit, represented by its Regional Project Coordinator, will assist the technical Secretariat of the RSC which shall be assigned to the RMU. The RSC shall meet at least once each Fiscal Year in a venue rotating among the Participating Countries and shall undertake, *inter alia*: (a) the review and approval of the draft AWP&B prepared by the RISU; (b) the assessment of Project progress against the current AWP&B and the approval of the semi-annual Project Progress Reports; (c) the decision-making function concerning regional and transboundary Project activities; and (d) advising the Participating Countries, the Contracted Entities, the Secretariat, and, as relevant, other countries involved in the Project, regional organizations, and development partners in the sector, on potential emerging priority issues of relevance to the Project. To this end, the Recipient shall ensure the RSC is supported by and has available at all time throughout Project implementation qualified and experience members in adequate numbers and under terms of reference satisfactory to the Association.

B. Contracted Entities

1. For the purposes of and prior to carrying out any relevant activity under Part 1 of the Project, the Recipient shall, no later than three (3) months after the Effective Date or any later date agreed upon in writing with the Association, enter into agreements with Contracted Entities under terms and in form and substance satisfactory to the Association in accordance with the Procurement Regulations, as such terms shall include, without limitation, the obligation of and the commitment from each such Contracted Entities to: (a) set forth the implementation arrangements for Part 1 of the Project, within their respective areas of expertise as they should have been defined in the Regional Project Implementation Manual, or as relevant the ESCP, in accordance with terms of reference acceptable to the Association, including the relevant staffing and resources necessary to implement the Project; (b) carry out the Project in accordance with the Regional Project Implementation Manual, the ESCP, the Procurement Regulations and the Anti-Corruption Guidelines as they apply to recipients of Grant proceeds other than the Recipient; and (c) to the extent applicable (i) ensure that the environmental and social concerns identified in the ESCP are appropriately addressed in the regional and in-country specific technical assistance activities provided to the Participating Countries under the Project; (ii) cooperate with, and support, as the case may be, the Recipient and the Participating Countries in complying with their ESCPs; (iii) cooperate with the Recipient and the Participating Countries in order to maintain the Association suitably informed of the progress in the implementation of the Project, as the case may be, through the information to be prepared and

furnished to the Association pursuant to the provisions of Section II.A of Schedule 2 to this Agreement; and (iv) allow the Recipient and the Association to inspect, at their request, sites and records relevant to the implementation of the Project for purposes of Section 5.11 of the General Conditions.

2. Without any limitation and further to paragraph 1(a) above, the Recipient shall cause IUCN to establish and thereafter maintain throughout Project implementation, the Regional Implementation Support Unit, with staffing, mandate, resources and terms of reference satisfactory to the Association, and in accordance with the Procurement Regulations and the Anti-Corruption Guidelines as they apply to recipients of the Grant other than the Recipient, for purposes of implementation of Part 1.2 of the Project, overall coordination role over monitoring and evaluation of the Project, data collection efforts at the regional level under the Project, and any other activity as shall have been stated in the Regional Project Implementation Manual.
3. The Recipient shall exercise its rights under each such agreements with the Contracted Entities 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 such agreements or any of their provisions.

C. Annual Work Plans and Budgets (AWP&B)

1. The Recipient shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association, not later than November 30 in each calendar year, for the Association's consideration, an AWP&B setting forth the activities to be included under Part 1 of the Project for the following calendar year, such AWP&B to include an implementation schedule and budget and financing plan therefor.
2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on such proposed AWP&B and, thereafter, shall implement the AWP&B with due diligence and efficiency as shall have been approved by the Association and the Regional Steering Committee.

D. Regional Project Implementation Manual

1. The Recipient shall update no later than three (3) months after the Effective Date, and thereafter maintain, under terms of reference and in form and substance satisfactory to the Association, a Regional Project Implementation Manual, including a monitoring and evaluation manual, which shall *inter alia* provide for: (a) a detailed description of the institutional and implementation arrangements of the Project; (b) the environmental and social obligations and arrangements for the Project, including a detailed description of the grievance mechanism process as

well as any process for recording and reporting Project-related accidents and incidents; (c) the indicators to be used in the monitoring and evaluation of the Project and procedures for Project reporting, monitoring, supervision and evaluation, including the format and content of the Project Reports, as such section may refer to a separate Regional Monitoring and Evaluation Manual; (d) external audit and independent verification arrangements; (e) the requirements of the Anti-Corruption Guidelines; and (f) such other arrangements and procedures as shall be required for the effective implementation of the Project.

2. The Recipient shall: (a) take all action required to carry out, and cause the Contracted Entities to carry out, Part 1 of the Project in accordance with the provisions and requirements set forth or referred to in the Regional Project Implementation Manual; (b) submit recommendations to the Association for its consideration for changes and updates of the Regional Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objectives of Part 1 of the Project; and (c) not assign, amend, abrogate or waive the Regional Project Implementation Manual or any of its provisions without the Association's prior agreement. Notwithstanding the foregoing, if any of the provisions of the Regional Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

E. Environmental and Social Standards.

1. The Recipient shall, and shall cause the Contracted Entities 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 Contracted Entities 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, and shall cause the Contracted Entities 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 Contracted Entities 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.
5. The Recipient shall establish, publicize, maintain and, thereafter cause IUCN to 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.

Section II. Project Monitoring, Reporting and Evaluation

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.

Section III. Withdrawal of the Proceeds of the Grant

A. General

1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Grant to finance Eligible Expenditures

in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR rounded)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, and consulting services, Operating Costs and Training for Part 1.1 of the Project	8,200,000	100%
(2) Goods, non-consulting services, and consulting services, Operating Costs and Training for Part 1.2 of the Project	4,300,000	100%
TOTAL AMOUNT	12,500,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category (2), until and unless an agreement with IUCN has been entered into, in form and substance satisfactory to the Association, and in accordance with Section I.B. of Schedule 2 to this Agreement.
2. The Closing Date is December 31, 2027.

APPENDIX

Section I. Definitions

1. “Abidjan Convention” and “ABC” means, each, the “Convention for Co-operation in the Protection and Development of the Marine and Coastal environment of the West and Central African Region”, whose mandate is to create a common approach and policy for coastal zone management and which sets forth an overarching legal framework for all marine-related programmes in West, Central and Southern Africa for the Republic of Angola, Republic of Benin, the Republic of Cameroon, the Republic of Cape Verde, the Republic of the Congo, the Republic of Côte d’Ivoire, the Democratic Republic of Congo, the Republic of Equatorial Guinea, the Republic of Gabon, the Republic of The Gambia, the Republic of Ghana, the Republic of Guinea, the Republic of Guinea-Bissau, the Republic of Liberia, the Islamic Republic of Mauritania, the Republic of Namibia, the Federal Republic of Nigeria, Sao Tome and Principe, the Republic of Senegal, the Republic of Sierra Leone, the Republic of South Africa and the Togolese Republic.
2. “Additional Protocols” means, individually and indistinctively, the “Protocol Concerning Cooperation in Combating Pollution in Cases of Emergency in the Western and Central Africa Region”, entered into force on August 5, 1984, and the “Additional Protocol to the Abidjan Convention Concerning Cooperation in the Protection and Development of Marine and Coastal Environment from Land-Based Sources and Activities in the Western, Central and Southern African Region”, concluded on June 22, 2012, both signed among the member countries party to the Abidjan Convention; and “Additional Protocol” means individually each and any of the Additional Protocols.
3. “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.
4. “Category” means a category set forth in the table in Section III.1 of Schedule 2 to this Agreement.
5. “*Centre de Suivi Ecologique*” and “CSE” means, each, the Ecological Monitoring Center located in Dakar, Senegal, a public utility association whose core activities include environmental monitoring, natural resources management and conducting environmental impact assessments.
6. “Commission” means the executive organ of the Recipient established in Article 26 of the Treaty (as hereinafter defined).

7. “Contracted Entities” means entities acceptable to the Association, as further defined in the Regional Project Implementation Manual, with which the Recipient shall enter into agreements, or as justified and agreed with the Association, memoranda of understanding, to facilitate implementation or co-operation within the Project. For purposes of this Agreement, such Contracted Entities shall include the secretariat of the ABC, CSE, IUCN, PRCM, and RAMP AO.
8. “ECCAS” means Economic Community of Central African States.
9. “ECOWAS” means Economic Community of West African States.
10. “Environment Directorate” means the *Direction de l’Environnement et des Ressources en Eau* within the *Département de l’Agriculture, des Ressources en Eau et de l’Environnement*, the Recipient’s administrative unit within the Commission responsible for strengthening governance and management of transboundary natural resources and promotion of a sustainable and clean environment.
11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 3, 2022, 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.
12. “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.

13. “Fiscal Year” means the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.
14. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022), with the modifications set forth in Section II of this Appendix.
15. “IUCN” means International Union for Conservation of Nature and Natural Resources.
16. “National Steering Committee” or “NSC” means, each, the governance body to be established by each Participating Country (as hereinafter defined) to make decisions on the overall direction of the Program and to oversee the Project Implementation Unit during Project implementation.
17. “Operating Costs” means incremental recurrent expenditures incurred by the Recipient on account of implementation, of Part 1 of the Project, and which consist of the costs of dissemination of Project related information, travel, lodging and *per diem* for field trips, vehicle rent, supplies and utilities, salaries of contractual staff (thus excluding members of the administrative staff on the Recipient’s payroll), mail, advertisement, translation, commercial bank charges, insurance, communication, office equipment and maintenance, hardware and software, and rent of premises, and which Operating Costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.
18. “Participating Countries” means, collectively and indistinctively, the Participating Countries, being The Gambia, Ghana and Guinea Bissau; and “Participating Country” means individually each and any of the Participating Countries.
19. “Participating Country Financing Agreement” means the Gambia Financing Agreement, the Ghana Financing Agreement, and the Guinea-Bissau Financing Agreement; and “Participating Country Financing Agreements” means, collectively and indistinctively, all or any one Participating Country Financing Agreement.
20. “PRCM” means Regional Partnership for Coastal and Marine Conservation.
21. “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.

22. “Project Implementation Unit” or “PIU” means, each, the unit to be established by each Participating Country with the responsibility of implementing Parts 2, 3 and 4 of the Project.
23. “RAMPAO” means Network of Marine Protected Areas in West Africa.
24. “Regional Implementation Support Unit” or “RISU” means, each, the unit to be established by IUCN at the regional level: (i) to carry out the activities under Part 1.2 of the Project; (ii) to assist the Participating Countries in implementing their activities under the Project; and (iii) to facilitate access to the remaining countries in the Western Africa region to join the coastal resilience activities based on the fulfillment of same readiness criteria.
25. “Regional Management Unit” and “RMU” means, each, the unit established by the Recipient at its headquarters in Ouagadougou, Burkina Faso, under the agreement entered into between the Association and the Recipient No. D290 dated April 21, 2018, with the responsibility of: (i) implementing Part 1 of the Project; and (ii) ensuring the coordination and liaison of the global relations among the Recipient, the Association, the Participating Countries, the Contracted Entities, and any other stakeholder involved in the implementation of Part 1 of the Project.
26. “Regional Monitoring and Evaluation Manual” means the manual adopted by the Recipient under the agreement entered into between the Association and the Recipient No. D290 dated April 21, 2018, as integrated in the Regional Project Implementation Manual, setting forth the monitoring and evaluation indicators for the Project as such indicators shall be updated to reflect the Project, as the same may be amended from time to time with the agreement of the Association, and which shall be subject to all obligations arising from this Agreement as they apply to the Regional Project Implementation Manual.
27. “Regional Project Implementation Manual” means the manual elaborated by the Recipient under the agreement entered into between the Association and the Recipient No. D290 dated April 21, 2018, as such manual shall be updated to reflect this Grant, and which shall be for the purposes of defining the detailed implementation arrangements for Part 1 of the Project, and including: (i) the operational section describing the Project activities and implementation arrangements; (ii) the procurement section; (iii) the financial management section; (iv) the monitoring and evaluation section; and (v) the grievance handling mechanism section, as the same may be amended from time to time with the agreement of the Association.
28. “Regional Steering Committee” and “RSC” means, each, the guidance body established by the Recipient in accordance with the agreement between the Recipient and the Association No. D290 dated April 21, 2018, and to be

maintained for purposes of this Project in accordance with Section I.A.2 of Schedule 2 to this Agreement.

29. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applied to all references to "the date of the Financing Agreement" in the General Conditions.
30. "Social Subproject" means a specific development project to be carried out in selected coastal communities to sustainably improve livelihood diversification and increase community-led resource management and participation, which is inclusive of women and other marginalized groups selected in accordance with the provisions of the Project Implementation Manual and the ESCP and proposed to be carried out by a Beneficiary under Part 3 of the Project, in part through the utilization of the proceeds of the Participating Country Financing, and which consists of: (i) investments for community development solutions such as climate resilient community development, small works (such as rehabilitation of small public infrastructures damaged by floods or erosion, cleaning of natural canals, cleaning and improvement of the performance of drainage canals, and de-silting and reforestation of vulnerable areas prone to river and/or oceans flooding) and land and water management practices in watersheds and areas of high ecosystem value; and (ii) income generating activities and business development preparedness activities for climate and disaster risk reduction and diversification of livelihoods.
31. "Subproject" means a specific development project selected in accordance with the provisions of the Project Implementation Manual and the ESCP and proposed to be carried out by under Part 3 of the Project, in part through the utilization of the proceeds of the Participating Country Financing, and which consists of investments to prevent further degradation of hotspots and/or long-term planning and management of the coast, including for erosion control, flood control, pollution control, encompassing: (i) protection work of coastal areas, through green infrastructures (including, *inter alia*, dune fixation, wetland and mangrove restoration, beach replenishment, natural habitats management such as reduction of invasive species encroachment) and grey infrastructures (including, *inter alia*, construction of breakwaters, seawalls, revetments, groynes and dikes); (ii) flood control operations, through rehabilitation of flood banks, rehabilitation and management of natural flood areas (including, *inter alia*, dredging of rivers), rehabilitation and/or improvement of existing drainage systems in coastal, urban and rural areas, and land and water management practices in watersheds and areas of high ecosystem value; (iii) pollution control and waste management, through industrial and municipal waste and effluent management; solid waste management in coastal hotspots, with special emphasis on marine litter, improved collection, segregation and disposal practices of plastic waste, improved practices for reduction of hazardous material (chemicals, heavy metals, etc.), pollution prevention and control measures of oil spills; (iv) coastal adaptation measures to

climate change; and (v) the construction of residential housing and infrastructures (such as roads and social infrastructures), the provision of construction materials, and the restoration of livelihoods and standards of living.

32. “Training” means the reasonable costs for the following expenditures incurred in providing training or workshops, in accordance with a training program set out in the AWP&B, and which may include: travel by participants and presenters to the training or workshop site, *per diem* allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies, translation and interpretation services.
33. “Treaty” means “The Modified Treaty on the West African Economic and Monetary Union” and its additional protocols signed in Dakar, Senegal, on 29th January, 2003 by the Heads of State and Government of Benin, Burkina Faso, Cote d’Ivoire, Guinea-Bissau, Mali, Niger, Senegal, Togo, and pursuant to which the Recipient has been established and is functioning.
34. “WAEMU Enabling Legislation” means, collectively and indistinctively, the legal and regulatory documents pursuant to which the Recipient has been established and that are applicable to WAEMU, as amended to the date of this Agreement, including without limitation: (i) the Treaty; and (ii) the regulations and other decisions adopted by WAEMU and applicable to all aspects of its financial, procurement and administrative operations and functions.
35. “West Africa Regional Coastal Observatory” or “WARCO” means the information decision support system under WAEMU pursuant to the Dakar Declaration dated June 17, 2022, signed by the ministers or representatives responsible for the environment and the management of coastal erosion of the Benin, Côte d’Ivoire, the Republic of The Gambia, the Republic of Ghana, the Republic of Guinea, the Republic of Guinea Bissau, the Republic of Liberia, Mauritania, Nigeria, São Tomé and Príncipe, Senegal, the Republic of Sierra Leone and Togo, with the purpose of: (i) monitoring the evolution of the Western Africa coastal areas; (ii) providing to decision-makers and to the regional and national institutions the information on climate change and the necessary knowledge for the improvement of the management of the coastal areas; and (iii) guiding the decisions in terms of planning and coastal risk reduction.
36. “West African Economic and Monetary Union” and “WAEMU” means, each, *l’Union économique et monétaire ouest-africaine*, the organization established in 1994 to promote economic integration among the countries that share the franc of the Financial Community of Africa as a common currency and comprising eight states (Benin, Burkina Faso, Cote d’Ivoire, Guinea Bissau, Mali, Niger, Senegal, Togo).

37. “Western Africa” means the region of seventeen coastal countries and island states in Western Africa between the Sahara Desert and the Gulf of Guinea, and which includes the Participating Countries.

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) [Renumbered paragraph 90 (Recipient)] is modified to read as follows:

“[92] [90]. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”