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CONFORMED COPY

GRANT NUMBER H552-ZR

Financing Agreement

(Additional Financing For Emergency Social Action Project)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated May 20, 2010

GRANT NUMBER H552-ZR

FINANCING AGREEMENT

AGREEMENT dated May 20, 2010, entered into between DEMOCRATIC REPUBLIC OF CONGO (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for Parts A.1, A.3, B and D of the Original Project (as defined in the Appendix to 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) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to twenty two million six hundred thousand Special Drawing Rights (SDR 22,600,000) (“Financing”) to assist in financing Parts A.1, A.3, B, and D 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 IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are June 15 and December 15 in each year.
- 2.05. The Payment Currency is the Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause the Project to be carried out by the FSRDC in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The FSRDC's Decree has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the FSDRC to perform any of its obligations under the Project Agreement.
 - (b) FSRDC shall have failed to perform any of its obligations under the Project Agreement.
 - (c) As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that FSRDC will be able to perform its obligations under the Project Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Subsidiary Agreement has been updated on behalf of the Recipient and the FSRDC under terms satisfactory to the Association.
 - (b) The POM, including the MGM, the Anti-Corruption Plan and the PFAM, has been updated under terms satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister responsible for finance.

6.02. The Recipient's Address is:

Minister of Finance
Ministry of Finance
Boulevard du 30 juin
BP 12997
Kinshasa I - Gombe
Democratic Republic of Congo

Facsimile:

243-880-23-81

6.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423 (MCI)

1-202-477-6391

AGREED at Kinshasa, Democratic Republic of Congo, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By /s/ Matata Ponyo Mapon

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Marie Françoise Marie-Nelly

Authorized Representative

SCHEDULE 1

Project Description

The objectives of the Project are to improve access to social services by the poor and enhance management of development resources at the community level.

The Project consists of the following parts, subject to such modifications thereof as the Recipient and the Association may agree upon from time to time to achieve such objectives:

Part A: Infrastructure

1. Carrying out of community driven Sub-projects in various sectors including education, health and nutrition, water, micro-irrigation, agricultural storage, rural transport, energy and environment through: (a) provision of Micro-grants; (b) carrying out of information, education and communication campaigns; (c) carrying out of workshops; and (d) provision of technical advisory services for Sub-projects monitoring and evaluation.
2. Carrying out of community driven Sub-projects to construct and rehabilitate infrastructure such as bridges and water systems in larger communities through provision of Micro-grants.
3. Carrying out of: (a) labor intensive rehabilitation or maintenance works, as a means to provide temporary employment for vulnerable individuals in the Katanga province; and (b) technical studies, works supervision, and environmental management plans and resettlement action plans as may be required in connection with the labor intensive works through the provision of Micro-grants.

Part B: Capacity Building

Provision of support to entities and organizations that will assist in carrying out Sub-projects, thus strengthening their organizational, managerial and strategic skills through provision of technical advisory services and training.

Part C: Education

1. Provision of scholarships to top performing students based on state exams to cover tuition, supplies, and in some instances, first year of university level studies.

2. Promotion of low cost children and adults literacy activities and establishment of libraries through: (a) provision of book supplies; (b) facilitation of reading competitions, book clubs and fairs and radio and television programs; (c) development of teachers guide; (d) provision of training for teachers; and (e) construction of a central library and literacy center in Kinshasa.

Part D: Project Coordination, Management and Outreach

1. Facilitation of Project coordination and management at national and provincial levels including: (a) provision of operational support for existing Project implementation units at the national level and two Provincial Offices in Katanga and Equateur; (b) establishment of nine Provincial Offices; and (c) strengthening capacity of FSRDC's staff including techniques for working with communities, monitoring and evaluation and outreach and publicity campaign.
2. Carrying out of outreach and communication activities to inform beneficiaries, local government, and other stakeholders and disseminate information about Project objectives, components, opportunities and progress.

* * *

The Project is expected to be completed on September 30, 2012.

SCHEDULE 2**Project Execution****Section I. Implementation Arrangements****A. Institutional Arrangements**

1. The Recipient shall maintain at all times during the implementation of the Project, the FSRDC with a Board of Directors which shall be chaired by the Recipient's President or his representative and include the Recipient's Minister of Finance, FSRDC's Coordinator and representatives from religious groups, nongovernmental organizations, private sector, beneficiaries and donors.
2. The Board of Directors shall be responsible for providing overall support, strategic guidance, approving annual work plans and budget for implementation of the Project.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project by the FSRDC, the Recipient shall make the proceeds of the Financing available to the FSRDC under an amendment to the subsidiary agreement between the Recipient and the FSRDC dated July 23, 2005, under terms and conditions approved by the Association (which terms and conditions shall include FSRDC's obligation to comply with the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient).
2. The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement as amended 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 Subsidiary Agreement as amended or any of its provisions.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines and the Anti-Corruption Plan.

D. Manuals

1. Except as the Association shall otherwise agree, the Recipient shall cause FSRDC to carry out the Project in accordance with the Project Operations Manual (POM), including the Micro-Grants Manual (MGM) and the Project Financial and Accounting Manual (PFAM); (ii) except as the Association shall otherwise agree, not amend, abrogate; or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision of either one thereof, without the prior written agreement of the Association.
2. In the event of any conflict between the provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

E. Sub-projects

For the purposes of Part A of the Project, the Recipient shall cause the FSRDC to make Micro-grants available to Sub-project Beneficiaries on the following terms and conditions:

- (a) To be eligible for a Micro-grant, the proposed Sub-project Beneficiary shall be required to demonstrate to the satisfaction of the Recipient and the Association on the basis of an assessment (including any assessment and any plan that may be required pursuant to the ESMF, RPF or IPDP), that the following eligibility criteria and such additional criteria as are set forth in the MGM, have been met: (i) the Sub-project is technically, economically and financially feasible and environmentally sound; and (ii) the Sub-project Beneficiary has the legal and/or organizational, managerial and financial capacity to carry out the Sub-project;
- (b) the Recipient shall cause the FSRDC to make available each Micro-grant under an agreement with the Sub-project Beneficiary on terms and conditions satisfactory to the Association (the "Sub-project Agreement"), which shall include the following:
 - (i) the eligible expenditures related to a Sub-project that may be financed out of the proceeds of the associated Micro-grant;
 - (ii) the Micro-grant shall be made on a non-reimbursable grant basis;

- (iii) the Recipient shall cause the FSRDC to obtain rights adequate to protect the Recipient's interests and those of the Association, including the right to:
 - (A) require each Sub-project Beneficiary to:
 - (1) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial and environmental and social and labor standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient and any assessment and plan that may be required pursuant to the ESMF, RPF and IPDP, and maintain adequate records thereof;
 - (2) provide, promptly as needed, the resources required for the purpose;
 - (3) procure the goods, works and services to be financed out of the Micro-grant in accordance with the provisions of this Agreement and the MGM;
 - (4) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-project and the achievement of its objectives;
 - (5) (i) maintain a financial management system and prepare financial statements in accordance with standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;
 - (6) enable the Recipient and the Association to inspect the Sub-project, its operation and any relevant records and documents;

- (7) prepare and furnish to the Recipient and the Association all such information, as the Recipient or the Association shall reasonably request relating to the foregoing; and
 - (8) promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of the Sub-project, or the performance by the Sub-project Beneficiary of its obligations under the Sub-project Agreement; and
 - (B) suspend or terminate the right of the Sub-project Beneficiary to use the proceeds of the Micro-grant, or obtain a refund of all or any amount of the Micro-grant then withdrawn, upon the failure by such Sub-project Beneficiary to perform any of its obligations under the Sub-project Agreement.
- 2. The Recipient shall cause the FSRDC to exercise its rights and carry out its obligations under each Sub-project Agreement in such a manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant, and, except as the Association shall otherwise agree in writing, the Recipient shall not cause the FSRDC to assign, amend, abrogate or waive any of the Sub-project Agreements, or any provision thereof.

F. Safeguards

- 1. The Recipient shall carry out the Project (including any Sub-project) and cause Part A of the Project to be carried out in accordance with the ESMF, the RPF, and the IPDP.
- 2. The Recipient shall: (a) ensure that all measures necessary for the carrying out of the ESMF, the RPF and the IPDP are taken in a timely manner; (b) ensure that adequate resources are made available for the proper implementation of the ESMF, RPF and IPDP; and (c) ensure that the Project Reports referred to in Section II of this Schedule will include adequate information on monitoring the measures defined in the ESMF, RPF and IPDP.
- 3. The Recipient shall not, suspend, amend, abrogate, waive or otherwise modify, whether in whole or in part, any of provision of the ESMF, RPF or IPDP without the prior written agreement of the Association.
- 4. In the event of any conflict between the provisions of the ESMF, RPF and IPDP and those of this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation**A. Project Reports**

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar year, and shall be furnished to the Association not later than forty five days after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
 - (i) Increased number of people having access to clean water.
 - (ii) Increased number of people having access to market stalls and/or storage facilities rehabilitated by the Project.
 - (iii) Reduction of travel time of motorized vehicles on rehabilitated roads.
 - (iv) Percentage of Sub-projects which are operational and well maintained within a year of completion.
 - (v) Communities with improved capacity to plan implement and manage their economic and social infrastructure.
 - (vi) Person/days of salaried employment created in the Katanga province through labor intensive public works.
2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of the Project Report not later than forty-five days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one Fiscal Year of the Recipient, commencing with the Fiscal Year in which the first withdrawal was made under the Additional Financing for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) <i>National Competitive Bidding</i>
(b) <i>Shopping</i>
(c) <i>UN Procurement Agencies</i>
(d) <i>Community Participation</i>
(e) <i>Direct Contracting</i>

C. Particular Methods of Procurement of Consultants’ Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
(a) <i>Least Cost Selection</i>
(b) <i>Selection based on Consultant Qualifications</i>
(c) <i>Single Source Selection</i>
(d) <i>Individual Consultants</i>

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Micro-grants under Part A.1 and Part A.3 of the Project	17,400,000	100%
(2) Goods, consultant services and Operating Costs for the Project (other than for Parts A.2 and C of the Project and other than as covered by Micro-grants)	5,200,000	100%
TOTAL AMOUNT	22,600,000	

3. For the purposes of this Schedule,

the term “Operating Costs” means the incremental operating costs arising under the Project on account of Project implementation, including vehicles operation and maintenance, communication, reasonable bank charges on the Designated Account (as such account is referred to in the additional instructions cited in Section IV.A.1 of this Schedule), rental expenses, office maintenance costs, equipment and office supplies, utilities, consumables, travel cost and *per diem* for Project staff, allowances, and accommodation and salaries of contractual staff of the Project, but excluding salaries of officials of the Recipient’s civil service.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawals shall be made in respect of payments made for expenditures: (a) prior to the date of this Agreement; and (b) for a Micro-grant under Category (1) unless the Micro-grant has been made in accordance with the criteria and on terms and conditions set forth or referred to in the MGM and in the Project Agreement.

2. The Closing Date is March 31, 2013.

Section V. Other Undertakings

1. The Recipient shall:

- (a) have a technical audit, the conditions of which are defined in more details in the POM, carried out for each Fiscal Year (or other period determined by the Association) to assess the performance of the Project and to review procurement, statements of expenditures, and immobilizations as well as verifying the physical existence of goods, equipments and services acquired throughout the Project, by independent technical auditors acceptable to the Association; and

- (b) furnish to the Association as soon as available, but in any case not later than six months after the end of the Fiscal Year (or other period determined by the Association) a report prepared by said technical auditors on said technical audit.

Section VI. Amendment to the Original Financing Agreement

The following provisions of the Original Financing Agreement are hereby modified to read as follows:

1. Section 2.03 of the Original Financing Agreement is amended to read as follows:

“Section 2.03. The Closing Date shall be March 31, 2013 or such later date as the Association shall establish. The Association shall promptly notify the Recipient of such later date.”

2. Part A.3 of the Project in Schedule 2 of the Original Financing Agreement is amended to read as follows:

“3. Carrying out of: (i) labor intensive rehabilitation or maintenance works, as a means to provide temporary employment for vulnerable individuals in the Katanga province; and (ii) technical studies, works supervision, and environmental management plans and resettlement action plans as may be required in connection with the labor intensive works through the provision of Micro-grants.”

3. The expected completion date of the Project in Schedule 2 of the Original Financing Agreement is replaced by the following date of September 30, 2012.
4. The sub-heading “exclusive of taxes” in the last column of the table in Schedule 1 of the Original Financing Agreement is replaced by the sub-heading “inclusive of taxes”.
5. The performance indicators in Schedule 5 of the Original Financing Agreement are modified to read as follows:

“(i) Increased number of people having access to clean water.

(ii) Increased number of people having access to stalls and/or storage facilities rehabilitated by the Project.

(iii) Reduction of travel time of motorized vehicles on rehabilitated roads.

(iv) Percentage of Sub-projects which are operational and well maintained within a year of completion.

(v) Communities with improved capacity to plan implement and manage their economic and social infrastructure.

(vi) Person/days of salaried employment created in the Katanga province through labor intensive public works.”

6. An additional paragraph 10 is added at the end of Schedule 6 of the Original Financing Agreement to read as follow:

“10. Section 5.08 of the General Conditions is amended to read as follows:

“Except as otherwise provided in the Development Credit Agreement, the proceeds of the Credit may be withdrawn to pay for taxes levied by, or in the territory of, the Borrower on the goods or services to be financed under the Credit, or on their importation, manufacture, procurement or supply. Financing of such taxes is subject to the Association’s policy of requiring economy and efficiency in the use of the proceeds of its credits. To that end, if the Association shall at any time determine that the amount of any taxes levied on or in respect of any item financed out of the proceeds of the Credit is excessive or otherwise unreasonable, the Association may, by notice to the Borrower, adjust the percentage for withdrawal set forth or referred to in respect of such item in the Credit Agreement as required to be consistent with such policy of the Association.””

APPENDIX**Section I. Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Anti-Corruption Plan” means the Recipient’s anti-corruption action plan to be adopted by the Recipient, pursuant to Section 5.01 of this Agreement which sets forth the measures and actions to be taken during implementation of the Project with respect to disclosure, civil society oversight, collusion mitigation, mitigation of forgery and fraud, complaints handling and sanctions and remedies.
3. “Beneficiary” means a community based organization or a non-governmental organization as the case may be, recognized under the laws of the Recipient, which has met the eligibility criteria set out in the MGM (as hereinafter defined) and the requirements of Schedule 2 to this Agreement and as a result, has received, or is entitled to receive, a Micro-Grant (as hereinafter defined).
4. “Board of Directors” means the board established in accordance with the FSRDC Decree (as hereinafter defined) to be maintained by the Recipient to provide overall guidance and review and approve, *inter alia*, annual work plans for the implementation of the Project and referred to in Section I.A.1 of Schedule 2 to this Agreement.
5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
6. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
7. “Environmental and Social Management Framework” or “ESMF” means the document (dated December 2006) prepared by the FSRDC and adopted by the Recipient, consisting of a framework outlining the modalities for social and environmental screening of Sub-projects (as hereinafter defined) and rules and procedures for the preparation and implementation of social and environmental assessments to be complied with, as the case may be, prior to carrying out a Sub-project.
8. “Fiscal Year” means the period from January 1 to December 31.

9. “*Fonds Social de la République Démocratique du Congo*” or “FSRDC” means the Democratic Republic of Congo Social Fund, the social fund established pursuant to the Recipient’s decree number 009/2002 dated February 5, 2002 *portant création et statuts d’un établissement public dénommé Fonds Social de la République Démocratique du Congo* to, among other things, improve the conditions of living of the population and of access to social services as well as to support income generation and employment to alleviate poverty and promote social and economical development.
10. “FSRDC Decree” means the decree referred to in paragraph 9 immediately above.
11. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).
12. “Indigenous Peoples Development Plan” or “IPDP” means the document (dated July 2007) prepared by the FSRDC and adopted by the Recipient, defining specific measures to be implemented for pygmies in order to protect them and to ensure that members of said minorities be granted equal legal, financial and organizational opportunities under the Project.
13. “Micro-grants” means a grant to be made out of the proceeds of the Grant for a Beneficiary to finance a Sub-project under Part A of the Project;
14. “Micro-grants Manual” or “MGM” means the manual setting forth eligibility criteria and procedure for Micro-grants, as the same may be amended from time to time with prior approval of the Association, and such term includes any schedules to the MGM.
15. “Original Financing Agreement” means the development grant agreement for a Emergency Social Action Project between the Recipient and the Association, dated October 26, 2004 as amended to the date of this Agreement (Grant No. H120-DRC).
16. “Original Project” means the Project described in the Original Financing Agreement and Schedule 1 to this Agreement.
17. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.

18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated December 17, 2009 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
19. “Project Agreement” means the agreement dated October 26, 2004 between the Association and FSRDC, as such agreement has been amended to date and may be further amended from time to time; and such term includes all schedules and agreements supplemental to the Project Agreement.
20. “Project Financial and Accounting Manual” or “PFAM” means the manual outlining the financial and accounting arrangements for the implementation of the Project, as the same may be amended from time to time with prior approval of the Association, and such term includes any schedules to the PFAM.
21. “Project Operations Manual” or “POM” means the manual (satisfactory to the Association and dated August 31, 2005) outlining, *inter alia*, responsibilities, procurement and contracting procedures for the implementation of the Project and including the MGM and the PFAM, as the same may be amended from time to time with prior approval of the Association, and such term includes any schedules to the POM.
22. “Provincial Office” means an FSRDC office established in provinces of the Recipient”.
23. “Resettlement Policy Framework” or “RPF” means the Recipient's policy framework dated September 2007, providing procedures and guidelines for the preparation, adoption, implementation, supervision and monitoring of a Resettlement Action Plan or Plans and referred to in Section I.F of Schedule 2 to this Agreement, as said Framework may be amended from time to time with the prior written approval of the Association.
24. “Sub-project” means an activity financed or to be financed by the proceeds of the Grant for the purpose of Part A.1 and Part A.3 of the Project.
25. “Sub-project Agreement” means an agreement for the financing of a Sub-project made or proposed to be made by the FSRDC to a Sub-project Beneficiary to finance a Sub-project.
26. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the FSRDC.