CREDIT NUMBER 4662-SN

Financing Agreement

(WEST AFRICA REGIONAL FISHERIES PROGRAM (Phase I))

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated November 24, 2009

CREDIT NUMBER 4662-SN

FINANCING AGREEMENT

AGREEMENT dated November 24, 2009, entered into between REPUBLIC OF SENEGAL ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). 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 credit in an amount equivalent to nine million seven hundred thousand Special Drawing Rights (SDR9,700,000) (variously, "Credit" and "Financing") to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section 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- 2.04 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is the EURO.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out Parts A.1(a), (b), (c), and (d), Part A.2, Part A.3(a), Part A.3(b)(ii), Part A.3(c)(i), Part A.4(a), Part B.1(a), Part B.2, Part C.1, Part C.2(b) and Part D.1 of the Project through the MEM, and cause Parts A.1(e), A.4(b), B.1(b), B.3, C.2(a) and D.2 of the Project to be carried out by CSRP, and cause Part A.3(b)(i) and (c)(ii) of the Project to be carried out by the Micro-Finance Institution, in accordance with the provisions of Article IV of the General Conditions and each of the Project Agreements.
- 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 and the Project Agreements.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) Any of the Project Implementing Entities Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of either Project Implementing Entity to perform any of its obligations under its Project Agreement; or the Fisheries Legislation has been amended, suspended, abrogated, repealed, supplemented, replaced or waived so as to render it in Recipient's applicable contradiction with the international environmental obligations or so as to otherwise affect materially and adversely the ability of the Recipient or of either Project Implementing Entity to perform any of its obligations under the Financing Agreement or its Project Agreement, as the case may be or to achieve the objectives of the Project.
 - (b) Any of the Participating Countries' Financing Agreements (other than this Agreement) or Participating Countries' GEF Grant Agreements has failed to become effective by June 30, 2010, or such later date as the Association shall establish by notice to the Recipient.
 - (c) The Association has suspended in whole or in part the right of any of the Participating Countries (other than the Recipient) to make

withdrawals under its respective Participating Country Financing Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) A Subsidiary Agreement has been executed on behalf of the Recipient and each of the Project Implementing Entities;
 - (b) The Recipient has adopted the Project Operational Manual and the Administrative and Financial Manual, both in form and substance satisfactory to the Association; and
 - (c) The Recipient has established the Steering Committee and the PIU in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement, and has recruited a qualified and experienced national coordinator within the PIU, under terms of reference and terms and conditions acceptable to the Association.
- 5.02. The Additional Legal Matter consists of the following, namely that each of the Subsidiary Agreements has been duly authorized or ratified by the Recipient and the Project Implementing Entity which is a party to such agreement and is legally binding upon the Recipient and such Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05 (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 years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the Minister of the Recipient in charge of finance.
- 6.02. The Recipient's Address is:

Ministry of Economy and Finance Rue René N'diaye B.P. 4017 Dakar Senegal

Cable address: Telex: Fascimile:

MINIFINANCES 3203 G 221-821-1630

Dakar

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 248423 (MCI) 1-202-477-6391

Washington, D.C.

AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

REPUBLIC OF SENEGAL

By: /s/ Abdoulaye Diop Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Habib M. Fetini
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the capacity of the Recipient to govern and manage targeted fisheries, reduce illegal fishing and increase local value added to fish products.

The Project consists of the following parts:

Part A: Good Governance and Sustainable Management of the Fisheries

1. Good Governance of Fisheries

- (a) The establishment and maintenance of a national system for the registration of small-scale fishing vessels, and the development of an appropriate regulatory framework to limit the fishing of coastal demersal stocks.
- (b) Development and implementation of a research program by CRODT to monitor and evaluate fish stocks along the Recipient's coast, such program to consist of: (i) carrying out of a baseline study of existing stocks; (ii) assessment of the impact on industrial fishing of the regulatory framework to be developed under Part A1 (a) of the Project; and (iii) development of an ongoing research program to monitor and develop such capacity and effort on an annual basis.
- (c) The expansion of the Recipient's system of information and analysis for the management of fisheries, linked to the Regional Information Platform to be introduced by CSRP under Part A.1(e) of the Project.
- (d) The preparation and adoption of fisheries management plans establishing levels of sustainable exploitation for targeted fisheries, and creating rights and allocation mechanisms for those fisheries.
- (e) The development and introduction by CSRP, of a system of regional information and analysis for the management of the Recipient's and the Participating Countries' fisheries, such system to include the key biological, economic and social statistics regarding fisheries.

2. Fishing Co-Management

- (a) The expansion of the existing system of co-management by the Recipient and local fisheries committees, of coastal fishing resources, through:
 (i) the establishment of access rights along the Recipient's coast; and (ii) the financing of specific development projects to be carried out by CLPs to further develop coastal fishing co-management initiatives.
- (b) Identification of the need for specific scientific data collection and research in the area of each CLPA and preparation and implementation of annual research programs to meet such need, including provision of staffing required therefore at the local and national level.
- (c) The carrying out of a program to strengthen the capacity of local fisheries offices to manage the registration of vessels and award of fishing permits for coastal small-scale fisheries, and the transfer of these offices to CLPAs.
- (d) The establishment of new CLPAs in coastal areas as yet unserved by a CLPA, and carrying out of a program of Training to strengthen the capacity of the existing CLPAs and of the new CLPAs in management, legal, scientific and policy aspects of fisheries co-management; and the provision of support for the management of the CLPAs.
- (e) The development and adoption of an appropriate policy and regulatory framework for the operation of CLPAs and the allocation and management of fishing rights by the CLPAs.

3. Adjustment of Fishing Effort and Capacity to more Sustainable Levels, Alternative Livelihoods

(a) **Reduction of the industrial trawl fleet,** through the purchase by the Recipient of industrial trawl vessels in order to permanently reduce the fleet operating in the West Africa region to environmentally sustainable levels.

(b) Alternative Livelihoods for Industrial Fishers

(i) The financing, through the provision by the Micro-Finance Institution, of micro-credits for specific development projects designed to assist fishermen affected by the planned reduction of the industrial trawl fleet develop alternative income-generating activities outside the fishing sector, and the provision of Training and technical support in identifying and implementing such activities.

(ii) The carrying out of a program to develop basic and small business management skills of Micro-Credit Beneficiaries and provide on-going support to the Micro-Credit Beneficiaries, in organization, life-management and conflict management skills.

(c) Small-Scale Fishers and Fish Processors

- (i) The financing, through the provision by the Recipient of grants to targeted fishing communities for specific development projects designed to increase their revenues by improving the quality of fish products, and raise living standards and wellbeing throughout the communities.
- (ii) The financing, through provision by the Micro-Finance Institution of micro-credits to fishermen, fish processors, and boat builders and fish transporters (with a particular focus on women) for specific development projects designed to assist such beneficiaries develop alternative income-generating activities outside the fishing sector, and the provision of Training and technical support in identifying and implementing such activities.

4. Social Marketing, Communication and Transparency

- (a) The design and implementation of communications strategies, consultations and marketing campaigns to improve public knowledge of the new fisheries policies supported under the Project.
- (b) The carrying out of a Training program to facilitate the development of an active network of local journalists within the region to cover and report on the fisheries management issues and progress with Program implementation, such program to include the provision of small equipment and travel expenses for network journalists.

Part B: Reduction of Illegal Fishing

1. Enabling Environment

- (a) The reinforcement and adoption of a sustainable regulatory and institutional framework and plan for the monitoring of coastal fishing stocks and surveillance and management of coastal fishing.
- (b) The carrying out by CSRP of a program of technical assistance for the Participating Countries to facilitate their development and implementation of common financial mechanisms to provide stable and adequate support for the long-term Operating Costs of the fisheries surveillance system in their respective territories.

2. Monitoring, Control and Surveillance Systems

(i) The carrying out of programs designed to ensure the sustainable civilian surveillance of coastal demersal fisheries, consisting of:

 (a) small rehabilitation works to upgrade the Recipient's existing civilian coastal surveillance stations under the authority of the MEM and provision of surveillance and communication equipment and small inshore patrol vessels; and (b) Training programs to strengthen participatory surveillance patrols by local surveillance groups, and the operation of fisheries surveillance patrols.

3. Strengthened Regional Collaboration for Monitoring, Control and Surveillance of Fishing

The carrying out by CSRP of a training program to assist the Participating Countries in their implementation of the Fish Catch Certification Scheme and their preparation of bilateral cooperation agreements, and the performance of periodic reviews and audits by an independent group of experts, of the fisheries surveillance activities financed under the Project.

Part C: Increasing the Contribution of Marine Fish Resources to the Local Economies

1. **Fish Landing Site Clusters.** The establishment of an integrated fish landing site cluster at Kafoutine to operate as a special economic zone through the construction of basic infrastructure, including buildings, roads, cold stores, power

and water services, and the adaptation of the concession of such basic infrastructure.

2. Fish Product Trade Infrastructure, Information and Systems

- (a) The development and implementation of a system of quality control and proactive trade information services for fish products, aimed at supporting the expansion of exports of these products from West Africa, such system to include the creation of a proactive fisheries trade information system housed at the CSRP for targeted supply chains in the territory of each Participating Country and product identification cards for selected fisheries, and provision of Training on the establishment of traceability systems.
- (b) The development and implementation of a program of specialized business support services to assist local enterprises access relevant information to better integrate into global value chains.

Part D: Coordination, Monitoring and Evaluation and Program Management

1. National Implementation

The preparation of Annual Work Plans, including updating procurement plans and related budgets, the development of a management information system for the Project, and Project management, monitoring and evaluation.

2. Regional Coordination

The carrying out of a program by CSRP to: (i) facilitate the harmonization of fisheries policy among the Participating Countries; (ii) monitor and evaluate Program investments and share information and results throughout the territories of the Participating Countries; (iii) implement ongoing communication activities to raise awareness about the Program and implementation progress; and (iv) provide implementation support to each of the Participating Countries, including the coordination of regional procurement.

SCHEDULE 2

Project Execution

Section I. <u>Implementation Arrangements</u>

A. Institutional Arrangements

- 1. The MEM, through its DPM, shall be in charge of overall implementation of the Project. To this end, the Recipient shall, throughout Project implementation, maintain the DPM with adequate financial and human resources for the Project.
- 2. The Recipient shall take all measures required on its part to ensure the establishment, not later than three (3) months after the Effective Date, of a regional steering committee for the Program (the "Regional Steering Committee") and a regional coordination unit within CSRP (the "RCU"), and their maintenance throughout Project implementation, with responsibilities and procedures set forth below and with composition, functions and resources satisfactory to the Association:

(a) Regional Steering Committee

- (i) The Regional Steering Committee shall be comprised of the directors of the departments responsible for fisheries in the territory of each of the Participating Countries, shall be chaired by one of such directors on a rotating basis, and shall meet at least twice a year. The RCU shall act as secretariat for the Regional Steering Committee.
- (ii) Without limitation upon the provisions of subparagraph (a)(i) of this Section, the Regional Steering Committee shall be responsible for:
 - (A) reviewing activities proposed to be carried out by CSRP under the Program, including the Project, and the related procurement plans and budgets therefor;
 - (B) providing overall policy guidance on the Program;

- (C) developing mechanisms designed to strengthen the collaboration of the Participating Countries in respect of the Program; and
- (D) identifying necessary Program adjustments based on monitoring and evaluation results.
- (b) **Regional Coordination Unit** shall be established within the CSRP and shall be responsible for coordinating the implementation of CSRP's and the Participating Countries' activities under the Program, including the Project.
- 3. The Recipient shall establish and thereafter maintain throughout Project implementation, a Project steering committee (the "Steering Committee") and a Project implementation unit (the "PIU"), with responsibilities set forth below and with composition, functions and resources satisfactory to the Association:

(a) **Steering Committee**

- (i) The Steering Committee shall be chaired by the Director of the DPM, and be comprised, *inter alia*, of representatives of MEM, the *Direction Coopération Economique et Financière* located within the MoF, the CRODT, CONIPAS, GAIPES; and shall meet at least twice a year.
- (ii) Without limitation upon the provisions of subparagraph (a)(i) of this Section, the Steering Committee shall be responsible for:
 - (A) reviewing the proposed Annual Work Plans for the Project, as well as the updated Procurement Plan and related budgets prepared by the PIU;
 - (B) overseeing overall performance of the Project and providing policy guidance; and
 - (C) identifying necessary Project adjustments based on monitoring and evaluation results.

(b) **Project Implementation Unit**

- (i) The PIU shall be staffed with qualified and experienced personnel in adequate numbers, including, *inter alia*, a coordinator, a financial management specialist, procurement specialist, and a national co-management specialist, a monitoring and evaluation specialist, all with qualifications, experience, and terms of reference satisfactory to the Association.
- (ii) Without limitation upon the provisions of sub-paragraph (b)(i) of this Section, the PIU shall be responsible for day-to-day Project coordination and implementation, including:
 - (A) preparing proposed Annual Work Plans for inclusion in the Project, and updating the Procurement Plan and related budgets and consolidated Project reports, and sending same to CSRP;
 - (B) developing a communication and outreach strategy;
 - (C) establishing and maintaining the Project Management Information System;
 - (D) carrying out Project financial management; and
 - (E) monitoring and evaluating the Project and preparing Project progress reports and monitoring and evaluation reports for the meetings of the Steering Committee.
- 4. In order to assist the Recipient in carrying out Part A.3 of the Project, the Recipient shall employ a technical support institution in accordance with the provisions of Section III of this Schedule.
- 5. The DPSP will be responsible for implementation of Part B of the Project.
- 6. The DPM will be responsible for implementation of Part A, C.1 and D.1 of the Project.
- 7. The DITP will be responsible for implementation of Part C.2(b) of the Project.

B. Subsidiary Agreements

- 1. To facilitate the carrying out of each of the Project Implementing Entities' Respective Part of the Project, the Recipient shall make the proceeds of the Financing:
 - (a) allocated from time to time to Category (1) available to the Micro-Finance Institution under a subsidiary agreement between the Recipient and the Micro-Finance Institution, under terms and conditions approved by the Association, which shall include the following: the principal amount so made available shall be the equivalent in the currency of the Recipient determined as of the date or dates of withdrawal, of the amount of principle so withdrawn; said principal amount shall be repaid after a period of five years, with an interest rate equal to zero; and
 - (b) allocated from time to time to Category (7) available to CSRP, on a grant basis, under a subsidiary agreement between the Recipient and CSRP, under terms and conditions approved by the Association.
- 2. The Recipient shall exercise its rights under each Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreements or any of their provisions.

C. Anti-Corruption

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

D. Manuals

1. The Recipient shall prepare under terms of reference acceptable to the Association, and furnish to the Association: (a) an operational manual for the Project, setting forth the detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) disbursement management; and financial (iii) procurement; (iv) environmental and social safeguards management; (v) monitoring, evaluation, reporting and communication; (vi) the Recipient's action plan for the implementation of the Regional Process Framework; and (vii) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; and (b) an administrative and financial manual setting out the administrative and financial management arrangements for the Project.

- 2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on both such manuals, and thereafter shall adopt and carry out the Project in accordance with such operational and administrative and financial manuals as shall have been found satisfactory to the Association.
- 3. The Recipient shall not amend, abrogate, repeal, suspend, waive, or otherwise fail to enforce, or permit to be amended, abrogated, repealed, suspended or waived, the Project Operational Manual or the Administrative and Financial Manual, or any provision thereof without the prior written approval of the Association. In case of inconsistency between this Agreement, on the one hand, and the Project Operational Manual and/or the Administrative and Financial Manual, on the other hand, the terms of this Agreement shall prevail.

E. Annual Work Plans

- 1. The Recipient shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association not later than January 15 in each calendar year, for the Association's consideration, a proposed work plan of activities to be included in the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefor. If any activities proposed for inclusion in the Project would, pursuant to the Social and Environmental Safeguard Frameworks, require one or more Supplemental Social and Environmental Safeguard Instruments, the Recipient shall prepare and furnish, together with such proposed work plan, a draft of each such Supplemental Social and Environmental Safeguard Instrument.
- 2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on such proposed plan and any such instruments, and thereafter, shall implement such work plan and such instruments as shall have been approved by the Association, with due diligence.

F. CLP and AL Sub-projects

1. General

The Recipient, through the DPM, shall appraise, approve, and monitor the Subprojects under Parts A.2(a) and A.3(c)(i) of the Project in accordance with the provisions of this Section I.F and the Operational Manuals.

2. <u>Eligibility Criteria and Procedures for CLP Sub-projects under Part A.2(a) of the Project.</u>

No proposed Sub-project shall be eligible for financing under Part A.2 of the Project unless and until: (a) the Recipient (through the CNCPM and the relevant CLPA (if operational)) has reviewed and concluded, as confirmed by the relevant Co-Management Agreement, on the basis of an appraisal (including an EA for the Sub-project conducted in accordance with the ESMF) carried out in accordance with guidelines acceptable to the Association, that the proposed Sub-project satisfies the eligibility criteria specified below, and such additional criteria as may be specified in the Project Operational Manual; and (b) the Association has approved the Sub-project, unless the Association has determined by prior notice to the Recipient, that its approval of Sub-projects is no longer required:

- (a) the proposed Beneficiary of the Sub-financing requested for the Sub-project is a natural or legal person with organization, management, and financial and human resources adequate to carry out the proposed Sub-project, and is a local coastal community;
- (b) the proposed Beneficiary: (i) has prepared the Sub-project with assistance from a facilitator, with the necessary experience and qualifications to provide support for the carrying out of the CLP Sub-project; and (ii) has prepared an acceptable plan for the co-management by the Recipient and the Beneficiary of the coastal fishing resources in the Beneficiary's community, together with a budget therefor, all in accordance with the guidelines set forth in the Project Operational Manual;
- (c) the proposed Sub-project is technically feasible and financially and economically viable; and involves, *inter alia*, establishing: (i) restrictions on fish sizes or on fishing gear that go beyond existing regulations; (ii) limits on daily catch, the number of daily fishing trips, and daily landings; (iii) setting allowable catch within a specific marine area; and (iv) seasonal closures; and
- (d) if one or more Supplemental Social and Safeguard Instruments is or are required pursuant to the Social and Environmental Safeguard Frameworks, such instrument(s) have been prepared pursuant to the Social and Environmental Safeguard Frameworks and have been approved by the Association.

3. Eligibility Criteria and Procedures for AL Sub-projects under Parts A.3(c)(i) of the Project.

No proposed AL Sub-project shall be eligible for financing under Part A.3 of the Project unless and until: (a) the Recipient, through the PIU, has reviewed and concluded, on the basis of an appraisal (including an EA for the Sub-project carried out in accordance with the ESMF), conducted in accordance with guidelines acceptable to the Association, that the proposed AL Sub-project satisfies the eligibility criteria specified below, and such additional criteria as may be specified in the Project Operational Manual; and (b) the Association has approved the Sub-project, unless the Association has determined by prior notice to the Recipient, that its approval of Sub-projects is no longer required:

- (a) the proposed Beneficiary of the Sub-financing requested for the Sub-project is a natural or legal person with organization, management, and financial and human resources adequate to carry out the proposed Sub-project, and is an individual, family or community group whose income from fishing is reduced due to co-management initiatives, or to measures of rehabilitation of maritime eco-systems;
- (b) The proposed Sub-project has been prepared with the assistance of the Technical Support Institution in accordance with the guidelines set forth in the Project Operational Manual;
- (c) the proposed Sub-project is technically feasible and financially and economically viable and consists of specific development activities set forth in Part A3.(c)(i) of the Project and further elaborated in the Project Operational Manual; and
- (d) if one or more Supplemental Social and Safeguard Instruments is or are required pursuant to the Social and Environmental Safeguard Frameworks, such instrument(s) have been prepared pursuant to the Social and Environmental Safeguard Frameworks and have been approved by the Association.

5. <u>Terms and Conditions of Sub-financing Agreements</u>

(a) Each Sub-Financing for a CLP Sub-project or an AL Sub-project shall be made to a Beneficiary under a Sub-financing Agreement entered into between the Recipient (through MEM) and the Beneficiary, on terms and conditions satisfactory to the Association, including the following:

- (i) the Sub-financing shall be made on a grant basis;
- (ii) the Beneficiary shall undertake to: (A) carry out the Sub-project with due diligence and efficiency and in accordance with sound environmental, social, engineering, financial, and managerial standards and practices, including in accordance with the Supplemental Social and Environmental Safeguard Instruments (if applicable) and with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient; (B) maintain adequate records to reflect, in accordance with sound accounting practices, the resources, operations, and expenditures relating to the Sub-project; and (C) procure the goods, works, and services to be financed out of the proceeds of the Sub-financing in accordance with the provisions of Section III of this Schedule 2, and use the same exclusively in the carrying out of the Sub-project; and
- (iii) the Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to: (A) inspect by itself, or jointly with the Association, if the Association shall so request, the goods, works, sites, plants, and construction included in the Sub-project, the operations thereof, and any relevant records and documents; (B) obtain all information as it, or the Association, shall reasonably request regarding the administration, operation, and financial condition of Sub-project and the Beneficiary; (C) the Association's and the Recipient's right to require audits of the Beneficiary's records and accounts; and (D) suspend or terminate the right of any Beneficiary to use the proceeds of the Sub-financing upon failure by the Beneficiary to perform any of its obligations under the Sub-financing Agreement.
- (b) The Recipient shall exercise its rights under each Sub-financing Agreement for a CLP or AL Sub-project in such manner as to protect its interests and the interests of the Association and to achieve the Project's objective, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Sub-financing Agreement or any of its provisions.

G. Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the Social and Environmental Safeguard Frameworks and each of

the Supplemental Social and Environmental Safeguard Instruments in a manner satisfactory to the Association, and the Recipient shall not amend or waive any provision of the aforementioned without the prior written agreement of the Association.

- 2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall collect, compile and furnish to the Association on a quarterly basis reports on the status of compliance with the Social and Environmental Safeguard Frameworks and Supplemental Social and Environmental Safeguard Instruments, giving details of:
 - (a) measures taken in furtherance of such frameworks and instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such frameworks and instruments; and
 - (c) remedial measures taken or required to be taken to address such conditions.
- 3. The Recipient shall promptly take all remedial measures referred to in paragraph 2 of this Section as shall have been agreed by the Association.

H. MCS

In order to ensure the proper implementation of Part B of the Project and more generally the monitoring, control and surveillance of its coastal fisheries in a manner designed to achieve the objectives of the Program, the Recipient shall ensure at all times that:

- 1. All MCS activities carried out by the Recipient shall be under the control of the DPSP and shall be carried out by civilian authorities under terms of reference limited to fisheries surveillance.
- 2. In accordance with Section 4.06 of the General Conditions, the Recipient shall ensure that all goods, works, services and Operating Costs financed out of the proceeds of the Financing are used exclusively by civilian authorities for the purposes of the Project, and not for any military purpose, or for any criminal investigation, prosecution or proceedings, or for any other purposes unrelated to the objectives of the Project.
- 3. Each surveillance mission carried out by the Recipient shall be:

- (a) governed by detailed protocols prepared in accordance with terms of reference satisfactory to the Association, requiring that such missions be:
 (i) under the operational command or authority of a civilian fisheries officer; and (ii) conducted during a specific time period that is duly recorded and documented; and
- (b) conducted by personnel who have been properly trained in the operation of any equipment used in the surveillance mission.
- 4. The Recipient shall ensure that all MCS activities carried out under the Project are audited periodically by an independent panel of experts, whose qualifications, experience and terms of reference are satisfactory to the Association. To this end, the Recipient shall take all measures required on its part, including provision of all information required and access to all relevant sites, to enable the Independent Panel of Experts to conduct the audits required of them under and in the manner required pursuant to the Project Agreement.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

- 1. 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 indicators set forth below in sub-paragraph (2) of this paragraph. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than 45 days after the end of the period covered by such report.
- 2. The performance indicators referred to above in sub-paragraph (1) consist of the following:
 - (i) number of CLPAs legally established in targeted coastal fisheries;
 - (ii) number of small-scale fishing vessels that have obtained a fishing permit; and
 - (iii) the volume of exports from coastal demersal fisheries.

3. 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 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 not later than 45 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. 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		
(b)	National Competitive Bidding	
(c)	Shopping	
(d)	UN organizations	
(e)	Direct Contracting	
(f)	Community Participation	

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) Selection Based on Consultants' Qualifications		
(b) Selection under a Fixed Budget		
(c) Single Source Selection		
(d) Least Cost Selection		
(e) Individual Consultants		
(f) Quality Based Selection		

D. Review by the Association of Procurement Decisions

1. Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association:

(a) each contract for goods estimated to cost the equivalent of \$500,000 or more; (b) each contract for works estimated to cost the equivalent of \$5,000,000 or more; (c) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$200,000 or more; (d) each contract for individual consultant estimated to cost the equivalent of \$100,000 or more; and (e) all contract procured on the basis of single source or direct contracting. 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 Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of taxes)
(1) Goods, works and services for Subprojects under Part A.3(b)(i) and A.3(c)(i) of the Project	700,000	100%
(2) Goods, works, Training and services under Part A.1(a), (b), (c) and (d), A.2, A.3(b)(ii), A.3(c)(i), and A.4(a) of the Project	2,800,000	100%

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of taxes)
(3) Goods and services under Part A.3(a) of the Project	1,900,000	100%
(4) Goods, works, Training, Operating Costs and services under Part B.1(a) and B.2 of the Project	1,400,000	100%
(5) Goods, works, Training and services under Part C.1 and C.2(b) of the Project	1,500,000	100%
(6) Goods, works, Training and services (including audits) under Part D.1 of the Project	900,000	100%
(7) Goods, Training, Operating Costs and services (including audits) under Parts A.1(e), A.4(b), B.1(b), B.3, C.2(a) and D.2 of the Project	500,000	30%
Total Amount	9,700,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement;

- (b) under Category (1) for any Sub-project, unless the Sub-Financing Agreement for such Sub-project has been made in accordance with eligibility criteria and on terms and conditions set forth or referred to in the Schedule 2 to this Agreement; or
- (c) under Category (3) until the Association shall be satisfied, based on evidence satisfactory to it, that a qualified and experienced independent auditor has been recruited by the Recipient, under terms of reference and terms and conditions acceptable to the Association to manage the purchase of industrial trawl vessels under Part A.3(a) of the Project; or
- (d) under Category (7) until the Association shall be satisfied, based on evidence satisfactory to it, that the Regional Steering Committee and the Regional Coordinating Unit shall have both been established in accordance with the provisions of Section I.A.2 of Schedule 2 to the Project Agreement; and the CSRP has adopted the Regional Operational Manual and Regional Administrative and Financial Manuals in accordance with the provisions of Section I.C of the Project Agreement.
- 2. The Closing Date is December 15, 2014.

Section V. Other Undertakings

- 1. The Recipient shall:
 - (a) not later than four (4) months after the Effective Date recruit in accordance with the provisions of Section III of this Schedule, the external auditors which shall conduct the audits of the Financial Statements under Section II B of this Schedule; and
 - (b) in furtherance of the provisions of Section II B of this Schedule, and not later than four (4) months after the Effective Date, update the financial management information system for the Project, in a manner satisfactory to the Association.
- 2. The Recipient shall implement Part A.3(a) of the Project through the purchase of industrial trawl vessels with the assistance of an independent auditor employed in accordance with the provisions of Section III of this Schedule, and with additional arrangements and guidelines acceptable to the Association, excluding any arrangement that would permit the future use of such vessels for demersal fishing in the West Africa region.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing March 15, 2020 to and including	1
September 15, 2029	
commencing March 15, 2030 to and including	2
September 15, 2049	

^{*} 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 3.03 (b) of the General Conditions.

APPENDIX

Definitions

- 1. "Administrative and Financial Manual" mean the manual to be adopted by the Recipient pursuant to Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written approval of the Association, and such term includes any schedules to the Administrative and Financial Manual.
- 2. "AL Beneficiary" means a recipient of a Sub-grant for an AL Sub-project.
- 3. "AL Sub-grant" means a Sub-grant made to an AL Beneficiary.
- 4. "AL Sub-project" means a specific development project under Part A.3(c)(i) of the Project.
- 5. "Annual Work Plans" means the annual work plans for the Project approved by the Association in accordance with the provisions of Section I.E of Schedule 2 to this Agreement and "Annual Work Plan" means any of the Annual Work Plans.
- 6. "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.
- 7. "Beneficiary" means an AL Beneficiary, a CLP Beneficiary, or a Micro-Credit Beneficiary, and "Beneficiaries" means more than one such Beneficiary.
- 8. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 9. "CLP" means a *Comité Local de Pêcheurs*, a committee established, or to be established, in accordance with Law on Associations dated 1901 of the Recipient and consisting, *inter alia*, of local fishermen.
- 10. "CLP Beneficiary" means a recipient of a Sub-grant for a CLP Sub-project.
- 11. "CLP Sub-project" means a specific development project under Part A.2(a) of the Project.

- 12. "CLPA" means a *Conseil Local de Pêche Artisanale* or local artisanal fisheries council established pursuant to the Recipient's *Arrêté portant création, organization et fonctionnement des conseils locaux de pêche artisanale maritime* dated May 11, 2008, at supra-community level and composed of representatives of CLPs established within the area of its jurisdiction and the MEM and with responsibility for consolidating and coordinating local co-management initiatives developed or proposed by such CLPs.
- 13. "CNCPM" means the Recipient's National Consultative Council for Marine Fishers.
- 14. "Co-management Agreement" means an agreement between the Recipient, through its Ministry in charge of fisheries, and a CLP Sub-project Beneficiary for the co-management of the fishing resources within the Beneficiary's community.
- 15. "CONIPAS" means the *Conseil National Interprofessionnel de la Pêche Artisanale au Sénégal*, the professional fishers' organization established and operating pursuant to the laws of the Recipient.
- 16. "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.
- 17. "CRODT" means the *Centre de Recherches Océanographiques de Dakar-Thiaroye*, the Recipient's fisheries research institute.
- 18. "CSRP" means the *Commission Sous-Régionale des Pêches*, the sub-regional fisheries commission established and operating pursuant to the CSRP Treaty.
- 19. "CSRP Treaty" means the inter-governmental convention *Convention portant Création de la Commission Sous-Régionale des Pêches*, dated March 29, 1985 entered into among the Recipient and the other member states of the CSRP.
- 20. "DITP" means the *Direction de l'Industrie et de la Transformation de la Pêche*, the directorate for Marine Transformation within the MEM or any successor thereto.
- 21. "DPM" means the *Direction des Pêches Maritimes*, the directorate for Marine Fisheries within the MEM or any successor thereto.

- 22. "DPSP" means the *Direction de la Protection et de la Surveillance des Pêches*, the directorate for fisheries surveillance within the MEM or any successor thereto.
- 23. "Environmental Assessment" or "EA" means the assessment, dated June 10, 2009 and published by *Infoshop* on June 25, 2009, in form and substance satisfactory to the Association, describing the potential adverse environmental impact of the Project and measures for offsetting, reducing, or mitigating such impact, and including the Environmental and Social Management Framework and the EMPs for the Identified Works, and each subsequent environmental assessment required pursuant to the ESMF for an Annual Work Plan or a Sub-project.
- 24. "Environmental and Social Management Framework" or "ESMF" means the framework setting out modalities to be followed in assessing the potential adverse environmental and social impact associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.
- 25. "Environmental Management Plan" or "EMP" means the environmental management plans included in the EA for the Identified Works and any subsequent environmental management plan required in connection with an Annual Work Plan or Sub-project, acceptable to the Association, giving details of measures appropriate or required to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, together with budget and costs estimates, sources of funding, adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, such environmental management plan.
- 26. "Fish Catch Certification Scheme" means the certification scheme that will be required pursuant to the European Union Regulation No. 1005/2008 in order to access the European Union market after January 1, 2010.
- 27. "Fisheries Legislation" means *Loi N.98-32 Portant Code de la Pêche Maritime*, the law of the Recipient dated April 14, 1998 establishing the maritime fisheries code.
- 28. "GAIPES" means *Groupement des Armateurs et Industriels de la Pêche du Sénégal*, a professional organization established and operating under the laws of the Recipient.

- 29. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 1, 2005 (as amended through October 15, 2006).
- 30. "Identified Works" means the works for the Project identified in the EA as at June 10, 2009.
- 31. "Independent Panel of Experts" means the panel of experts recruited by CSRP pursuant to Section IV.2 of the Project Agreement to implement the audits to be performed under Part B.3 of the Project.
- 32. "MCS" means monitoring, control and surveillance of the Recipient's coastal fisheries.
- 33. "MEM" means the *Ministère de l'Economie Maritime, des Transports Maritimes de la Pêche et de la Pisciculture,* the Recipient's Ministry of Maritime Economy and Transport and any successor ministry thereto that shall be responsible for the fishing sector.
- 34. "Micro-Credit" means a loan to be made out of the proceeds of the Financing for the purpose of financing eligible expenditures required for a Micro-Credit Subproject in accordance with the provisions of Section I.F of Schedule 2 to this Agreement.
- 35. "Micro-Credit Sub-project" means a specific development project under Part A.3(b)(i) or A.3(c)(ii) of the Project.
- 36. "Micro-Credit Beneficiary" means a recipient of a Micro-Credit for a Micro-Credit Sub-project.
- 37. "Micro-Finance Institution" means *Crédit Mutuel Sénégalais*, a financial institution established pursuant to the relevant Project Implementing Entities Legislation and operating in accordance with the laws of the Recipient.
- 38. "Operating Costs" means incremental recurrent expenditures incurred on account of Project implementation including local contractual support staff salaries, employment benefits, travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle or boat operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications' expenses, but excluding the salaries of officials and public servants of the Recipient's civil

- service, and excluding the costs of any criminal investigation, prosecution, proceedings or other forms of criminal enforcement.
- 39. "Operational Manuals" means the Project Operational Manual and the Administrative and Financial Manual.
- 40. "Participating Countries" means, collectively, the Recipient, the Republic of Cape Verde, the Republic of Liberia, and the Republic of Sierra Leone; and "Participating Country" means any of the Participating Countries.
- 41. "Participating Country's Financing Agreement" means the financing agreement between a Participating Country and the Association for a project in support of the Program, as such agreement may be amended from time to time; and "Participating Country Financing Agreement" means any of the Participating Countries Financing Agreements.
- 42. "Participating Country's GEF Grant Agreements" means the grant agreements between a Participating Country (other than the Recipient) and the International Bank for Reconstruction and Development, acting as an implementing agency for the Global Environment Facility, for a project in support of the Program, as such agreement may be amended from time to time; and "Participating Country GEF Grant Agreement" means any of the Participating Countries Financing Agreements.
- 43. "PIU" means *Cellule Opérationnelle de Mise en Œuvre (COMO)*, the implementation unit for the Project to be established within DPM in accordance with Section I.A.3 of Schedule 2 to this Agreement.
- 44. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October, 2006.
- 45. "Procurement Plan" means the Recipient's procurement plan for the Project, dated July 28, 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.
- 46. "Program" means the West Africa Regional Fisheries Program of the Participating Countries endorsed by the Conference of Ministers of Fisheries of the member states of the CSRP on October 26 27, 2007 and December 5, 2008 and set forth in the minutes of the meeting.

- 47. "Project Implementing Entities" means, collectively, CSRP and the Micro-Finance Institution; and "Project Implementing Entity" means either of the Project Implementing Entities.
- 48. "Project Implementing Entities Legislation" means in respect of the Micro-Finance Institution, the Recipient's law No. 95-03 dated January 5, 1995 pursuant to which the Micro-Finance Institution has been established and is operating and in respect of CSRP, the CSRP Treaty.
- 49. "Project Management Information System" means the system reflecting the financial information of the Project to be established under Section I.A.3 of Schedule 2 of this Agreement.
- 50. "Project Operational Manual" means the manual to be adopted by the Recipient pursuant to Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written approval of the Association, and such term includes any schedules to the Project Operational Manual.
- 51. "Regional Administrative and Financial Manual" means the manual to be adopted by the CSRP pursuant to Section I.C of the Schedule to the Project Agreement, as the same may be amended from time to time with the prior written approval of the Association, and such term includes any schedules to the Regional Administrative and Financial Manual.
- 52. "Regional Annual Work Plans" means the annual work plans for the CSRP's Respective Part of the Project, approved by the Association in accordance with the provisions of Section I.D of the Schedule to the Project Agreement.
- 53. "Regional Coordination Unit" or "RCU" has the meaning set forth in Section I.A.2 of Schedule 2 of this Agreement.
- 54. "Regional Information Platform" means the regional information and analysis system for management of the fisheries to be introduced by CSRP under Part A.1 (f) of the Project.
- 55. "Regional Operational Manual" means the manual to be adopted by the CSRP pursuant to Section I.C of the Project Agreement, as the same may be amended from time to time with the prior written approval of the Association, and such term includes any schedules to the Regional Operational Manual.
- 56. "Regional Process Framework" means document prepared and adopted by the Recipient on June 15, 2009, and published by *Infoshop* on June 25, 2009, and

satisfactory to the Association, to guide the mitigation of potential negative impacts on the livelihoods on populations resident in the targeted areas, as the same may be modified from time to time by agreement between the Recipient and the Association.

- 57. "Regional Steering Committee" has the meaning set forth in Section I.A.2 of Schedule 2 of this Agreement.
- 58. "Resettlement Instrument" or "RI" means a resettlement instrument prepared in accordance with the provisions of the Resettlement Policy Framework, and acceptable to the Association setting out the arrangements, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project (including Sub-projects), as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to said instrument.
- 59. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework of the Recipient dated June 26, 2009, and disclosed at the Association's *Infoshop* on July 1, 2009, outlining the policies and procedures to be implemented in the event that specific activities implemented under the Project (including Sub-projects) have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented with time to time with the prior written consent of the Association, and such term includes any schedules to such document.
- 60. "Social and Environmental Safeguard Frameworks" means, collectively, the Environmental Assessment, the Environmental and Social Management Framework, Resettlement Policy Framework and the Regional Process Framework.
- 61. "Steering Committee" means the steering committee for the Project to be established by the Recipient in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement.
- 62. "Sub-financing" means a Sub-grant or a Micro-Credit.
- 63. "Sub-financing Agreement" means an agreement concluded between, on the one part, the Recipient or the Micro-Finance Institution and on the other part, a Beneficiary for the purpose of extending a Sub-financing to such Beneficiary.

- 64. "Sub-grant" means a grant to be made out of the proceeds of the Financing for the purpose of financing eligible expenditures required for a Sub-project in accordance with the provisions of Section I.F of Schedule 2 to this Agreement.
- 65. "Sub-project" means an AL Sub-project, a CLP Sub-project, or a Micro-Credit Sub-project.
- 66. "Subsidiary Agreement" means one of the agreements referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to each Project Implementing Entity; and "Subsidiary Agreements" means both of such agreements.
- 67. "Supplemental Social and Environmental Safeguard Instruments" means any EMP, RI, or other supplemental social and environmental safeguard instruments as required under the terms of any of the Social and Environmental Safeguard Frameworks.
- 68. "Technical Support Institution" means the technical institution to be recruited pursuant to Section I.A. 4 of Schedule 2 to this Agreement to support implementation of Part A.3 of the Project.
- 69. "Training" means the training of persons under this Project, including seminars, workshops, and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.
- 70. "West Africa" means the coastal region and countries of West Africa, from the Republic of Mauritania to the Republic of Ghana.