**GRANT NUMBER D829-3E** 

# **Financing Agreement**

(Emergency Locust Response Project)

between

REPUBLIC OF SOUTH SUDAN

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

#### FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF SOUTH SUDAN ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS: (A) As part of the regional effort to address the challenge of the desert locust invasion, the Recipient and IGAD each have an interest in participating in the Emergency Locust Response Project which constitutes Phase 3 of the MPA Program;

- (B) the Recipient and IGAD have requested the Association to extend each a grant, to assist them in financing their respective parts of the project described in Schedule 1 to this Agreement (Project);
- (C) the Recipient will implement Parts 1-4 of the Project and the IGAD will implement Part 5 of the Project; and
- (D) the Association has agreed, on the basis, *inter alia*, of the foregoing, to extend the grant provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Association and the Recipient hereby agree as follows:

#### ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

#### ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-five million eight hundred thousand Special Drawing Rights (SDR 35,800,000) ("Financing"), to assist in financing Parts 1-4 of the Project.
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. The Payment Currency is Dollar.

#### ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall carry out Parts 1-4 of the Project (it's "Respective Parts of the Project") through the Ministry of Agriculture and Food Security (MoAFS), in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

#### ARTICLE IV — EFFECTIVENESS; TE RMINATION

- 4.01. The Recipient shall prepare and adopt: (a) a Project Implementation Manual; and (b) labor management procedures, both in form and substance satisfactory to the Association.
- 4.02 The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03 For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the Signature Date.

#### ARTICLE V— REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
  - (a) the Recipient's address is:

Ministry of Finance and Planning P.O. Box 80, Juba Republic of South Sudan; and

(b) the Recipient's Electronic Address is:

E-mail: aathian@gmail.com

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

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

(b) the Association's Electronic Address is:

Telex: Facsimile:

248423 (MCI) (+1) 202-477-6391

AGREED as of the Signature Date.

# REPUBLIC OF SOUTH SUDAN

By:	
	Hon. Athian Ding Athian
	Authorized Representative
	Name:
	Title: Minister of Finance and Planning
	Date:
INTERNATIONA By:	AL DEVELOPMENT ASSOCIATION
	Deborale L. Wetzel
	Authorized Representative
	Name:
	Title:Director, Regional Integration, Africa and ME
	Date:

#### **SCHEDULE 1**

#### **Project Description**

The objectives of the Project are to: (a) respond to the threat posed by the locust; (b) protect and restore livelihoods and food security; and (c) strengthen systems for preparedness.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

#### Part 1. Surveillance and Control Measures

Implement a program of activities to limit the growth and spread of the current desert locust populations upsurge, while mitigating the risks associated with control measures and their impacts on human health and the environment, including:

- 1. **Swarm Surveillance and Monitoring.** Provision of technical assistance, goods and equipment for surveillance and rapid response in locust prone areas, including monitoring of new locust swarms entering the country; investigating sightings by communities; raising awareness among communities about locusts, and use and safety of pesticides and locust identification; and guiding response teams to swarms for control operations.
- 2. **Swarm Management Measures.** Supporting activities for swarm management including:
  - (a) carrying out direct control operations using agrichemicals and biopesticides,
  - (b) conducting assessment of losses due to desert locusts and the impacts of pesticides on human, animals, and environment; (c) supporting measures for enhancing the safety of communities and control teams including providing Training on maximizing safety before, during and after a control operation; and (d) construction of weather proof field pesticide storage facilities.

#### Part 2. Livelihood Protection and Rehabilitation

Implementing a program of activities to protect poor and vulnerable households in locust affected areas from human capital and asset loss, enhance their access to food, and rehabilitate their food production systems and livelihoods damaged or destroyed by locust swarms, including:

#### 1. Safeguarding Food Security and Protecting Human Capital

(a) provision of Direct Income Cash Transfers ("DIC Transfers") to Direct Income Cash Transfer Beneficiaries comprising targeted poorest and most vulnerable households to protect them against livelihood and asset losses and meet their urgent food needs; and

(b) financing of Payment Agency Fees for Payment Service Providers administering the DIC Transfers.

# 2. Food Production and Building the Natural Resource Base for Crops and Livestock

- (a) carry out activities to support farm and livestock households return to production for improved food security and restore the biodiversity of the affected areas including: (i) investing in land use systems that integrate crops, trees, and livestock to restore lost biodiversity caused by DLs; (ii) investing in agroforestry and silvopastoral systems including investments in nurseries, gardens and field crops, (iii) implementing good practices for ecosystem management and restoration; and (iv) provision of equipment for food production and fishing.
- (b) support the Recipient to: (i) provide Labor Intensive Public Works Transfers ("LIPW Transfers") to Labor Intensive Public Works Beneficiaries ("LIPW Beneficiaries") to implement Labor-Intensive Public Works Activities ("LIPW Activities") in targeted areas to meet their immediate consumption needs and generate public goods; (ii) provide needed equipment and materials for LIPW Activities; and (iii) finance Payment Agency Fees for Payment Service Providers administering the LIPW Transfers.

#### Part 3. Strengthening National Preparedness Systems

- 1. Supporting investments in information, institutional, and strategic elements of desert locust management by the Government of South Sudan and its strategic partners, including:
  - (a) Carrying out applied research in desert locust control techniques for South Sudan's agriculture sector, including surveying, collecting, and cataloging techniques used by communities in the affected area; and researching desert locust management through biocontrol (pathogens, predators, and parasitoids) and botanical means.
  - (b) Consolidation of the Training and technical assistance programs on locust management created on an ad hoc basis in response to locust invasions as part of the MAFS extension curriculum and professional development agenda.
  - (c) Supporting the development of a policy framework for effective and sustainable management of desert locust and other transboundary pests, which will feed into the larger plant protection policy for the country.

(d) Establishment of linkages with regional and international organizations, including through Training to support early warning and information flow on transboundary pest monitoring.

#### Part 4. Project Management Monitoring and Communication

- 1. Provision goods, non-consulting services, consulting services, Operating Costs and Training for Project implementation and management activities, including:
  - (a) carrying out monitoring and evaluation activities to: (i) verify Project activities; (ii) finance Third-Party Monitoring activities; and (iii) operationalize the management information system (database) by gathering and inputting data on locust sightings and locations, damage and loss assessments; documenting case studies of different project activities and capturing successes and good practices; and
  - (b) supporting communications and knowledge management, including financing of communication activities critical to ensure that the government, communities, and other stakeholders obtain information on the threat presented by locusts and the measures required to combat them.

#### Part 5. Improving Regional Coordination through IGAD Information Platform

Provision of support to the Intergovernmental Authority on Development ("IGAD") in its multi-donor effort to establish an inter-regional platform for the management of desert locusts and other trans-boundary pests to strengthen regional and national capacity for coordination, monitoring, surveillance and control operations and improve early warning and early response, including a Transboundary Pests Response Coordination Unit ("DLRCU") focused on promoting regional coordination and information exchange, hosting consultations and learning exchanges among member nations and providing a sustained effort to coordinate and support countries that are being affected by these trans-boundary pests.

#### **SCHEDULE 2**

#### **Project Execution**

#### **Section I.** Implementation Arrangements

#### A. Institutional Arrangements

#### 1. Ministry of Agriculture and Food Security

The Recipient shall implement the Project through its Ministry of Agriculture and Food Security which shall have overall responsibility and oversight for implementation of its Respective Part of the Project.

#### 2. **Project Coordination Unit**

- (a) To ensure Effective oversight of its Respective of the Project, the Recipient shall not later than ninety (90) days from the Effective Date establish and thereafter maintain throughout the implementation of the Project, a Project Coordination Unit ("PCU") with a composition, functions, staffing and resources satisfactory to the Association, and responsible for day-to-day oversight and management of the Project and for coordination and implementation of Project activities.
- (b) To this end, the PCU shall be responsible for day-to-day coordination of the Recipient's Respective Part of the Project activities, including: (i) carrying out Project financial management and procurement activities; (ii) monitoring and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports; (iii) ensuring compliance with the Environmental and Social Commitment Plan ("ESCP") requirements and environmental and social instruments referred to therein; and (iv) coordinating with other stakeholders on Project implementation.

## 3. **Project Steering Committee**

The Recipient shall within sixty (60) days from the Effective Date, establish and thereafter maintain at all times during the implementation of the Project, a Project Steering Committee ("PSC"), with a composition, functions, staffing and resources satisfactory to the Association, and responsible for providing high-level oversight and guidance on implementation of its Respective Part of the Project.

#### **B.** Implementation Covenants

#### 1. **Project Implementation Manual**

- (a) The Recipient shall, carry out its Respective Part of the Project in accordance with the Project Implementation Manual (PIM) in form and substance acceptable to the Association, containing, inter alia, detailed arrangements and procedures for: (i) implementation arrangements; (ii) administrative aspects; (iii) procurement; (iv) implementation of environmental and social instruments referred to in the ESCP; (v) financial management and accounting; (vi) monitoring and evaluation; (vii) eligibility criteria and procedures for the provision of DIC Transfers under Part 2.1(a) of the Project and LIPW Transfers under Part 2.2(b)(i) of the Project; (viii) corruption and fraud mitigation measures, (ix) a grievance redress mechanism, (x) Personal Data collection and processing in accordance with good international practice, (xi) roles and responsibilities for Project implementation; and (xii) such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance satisfactory to the Association.
- (b) The Recipient shall: (i) furnish the manual referred to in Section I.B.1(a) above to the Association for review; (ii) afford the Association a reasonable opportunity to exchange views with the Recipient on said manual; and (iii) thereafter adopt said manual as shall have been approved by the Association ("Project Implementation Manual" or "PIM").
- (c) The Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the PIM or any provision thereof, without the prior written approval of the Association.
- (d) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM, and those of this Agreement, the provisions of this Agreement shall prevail.

#### 2. Third-Party Monitoring

Within one hundred and eighty (180) days from the Effective Date, the Recipient shall hire a Third-Party Monitoring Agent, in accordance with terms of reference satisfactory to the Association, to monitor and review performance of the Project.

#### 3. Grievance Redress Mechanism

The Recipient shall no later than ninety (90) days from the Effective Date establish and thereafter maintain at all times during the implementation of the Project, a grievance redress mechanism, under terms and structure satisfactory to the Association.

#### C. Annual Work Plan and Budget

- 1. For purposes of implementation of the Project, the Recipient shall:
  - (a) prepare a draft annual work plan and budget ("AWPB") for each July 1 through June 30 period ("Fiscal Year"), setting forth, *inter alia:* (i) a detailed description of the planned activities under the Project (excluding Part 4 and 5 of the Project) for the following Fiscal Year; (ii) the sources and proposed use of funds therefor; (iii) procurement arrangements therefor; and (iv) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity;
  - (b) not later than May 15 of each Fiscal Year, furnish the draft AWPB to the Association for its review, and promptly thereafter finalize the AWPB, taking into account the Association's comments thereon; and
  - (c) by June 30 of each Fiscal Year, adopt and implement the final AWPB after obtaining the Association's approval thereon.
- 2. For purposes of implementation of Part 4 of the Project, the Recipient through the PCU shall:
  - (a) prepare draft six-month work plans covering January through June and July through December periods and budget ("PCU Work Plan and Budget"), setting forth, *inter alia*: (i) a detailed description of the planned activities of the PCU for each six-month period; (ii) the sources and proposed use of funds therefor; (iii) procurement arrangements therefor; and (iv) responsibility for the execution of said activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity;
  - (b) at least thirty (30) days before the start of each six-month period, furnish the draft PCU Work Plan and Budget for the period concerned to the Association for review; and
  - (c) promptly revise the PCU Work Plan and Budget taking into account the Association's comments thereon and implement such PCU Work Plan and Budget as shall have been approved by the Association.

#### D. Direct Income Cash Transfers

- 1. In order to achieve the objectives of Part 2.1(a) of the Project, the Recipient, shall provide DIC Transfers, to eligible beneficiaries (Direct Income Cash Transfer Beneficiaries), in accordance with following eligibility criteria and procedures acceptable to the Association and further detailed in the PIM:
  - (a) said Direct Income Cash Transfer Beneficiary shall have been identified as a member of an extremely poor household;
  - (b) the Recipient shall have confirmed the Direct Income Cash Transfer Beneficiary's compliance with any applicable conditionality; and
  - (c) said Direct Income Cash Transfer Beneficiary shall have been selected through a targeting method as set out in the PIM.
- 2. Each Direct Income Cash Transfer shall be in an amount acceptable to the Association and the Recipient.
- 3. The Recipient shall ensure that the amount of each Direct Income Cash Transfer is paid to its intended Direct Income Cash Transfer Beneficiary.
- 4. The Recipient shall: (a) ensure that the Payment Service Provider enters into an agreement (Payment Agreement), for the payment of Direct Income Cash Transfers to the Direct Income Cash Transfer Beneficiaries in form and substance satisfactory to the Association and in accordance with criteria and procedures set forth in the PIM; and (b) not amend, abrogate, waive or fail to enforce any provision of the Payment Agreement without the prior written agreement of the Association; provided, however, that in the event of any conflict between the provisions of the Payment Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

#### E. Labor Intensive Public Works

1. In implementing Part 2.2(b) of the Project, the Recipient shall ensure that that the selection of the LIPW Beneficiaries and implementation of the LIPW Activity is carried out in accordance with the LIPW Payment Agreement and the criteria set forth in the PIM including: (a) confirmation that the LIPW Beneficiary has been identified as a representative for a poor household in the PIM; (b) the Recipient has confirmed the LIPW Beneficiary's compliance with any applicable conditionality; and (c) the LIPW Beneficiary has been selected through a combination of community-based targeting and the use of proxies to assess the LIPW Beneficiary's poverty level.

- 2. In order for a LIPW Activity to be eligible for financing from the proceeds of the Financing, the following minimum conditions have to be satisfied, and subject to such further terms and conditions as may be specified in the PIM:
  - (a) the LIPW Activity is fully consistent with the Project's development objective;
  - (b) the LIPW Activity does not include any Excluded Expenditures;
  - (c) the LIPW Activity is selected through an inclusive and participatory process of community engagement; and
  - (d) the LIPW Activity is appraised following the guidelines in the PIM and the Safeguard Instruments and is in line with other guidelines acceptable to the Association.
- 3. The Recipient shall ensure that the amount of each LIPW Transfer is paid to the intended LIPW Beneficiary; and that LIPW Beneficiaries participate in the accompanying measures provided for under Part 2.2(b) of the Project.

#### F. Environmental and Social Standards

- 1. The Recipient shall, ensure that its Respective Part of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
- 2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

- 3. Without limitation upon the provisions of paragraph 2 above, if within sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall deem to be considered an amendment of the ESCP); and (b) thereafter, carry out, or cause to be carried out (as the case may be), said action plan in accordance with its terms and in a manner acceptable to the Association.
- 4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 5. The Recipient shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 7. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social,

health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

8. The Recipient shall prepare and adopt written labor management procedures for the Project consistent with *Environmental and Social Standard 2: Labor and Working Conditions* (ESS2) and acceptable to the Association including the requirements for addressing gender-based violence, sexual exploitation and abuse; and sexual health risks related to the Project. Unless and until the said Procedures are in place, the Recipient shall ensure that project workers are hired and employed in compliance with the requirements of ESS2.

#### G. Food Security Preparedness Plan

The Recipient shall ensure that not later than six (6) months after the Effective Date, a Food Security Preparedness Plan is prepared and adopted in form and substance acceptable to the Association.

#### Section II. <u>Project Monitoring, Reporting and Evaluation</u>

- 1. The Recipient shall furnish to the Association each Project Report (i.e., a progress Project Report providing for a summary of activities covering a period of six (6) calendar months, and a detailed annual Project Report for its Respective Part, not later than forty-five (45) days after the end of the period covered by such report. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.
- 2. The Recipient shall ensure that each Third-Party Monitoring Report from the Third-Party Monitoring Agent, prepared in accordance with terms of reference acceptable to the Association is furnished to the Association within sixty (60) days of the end of the period covered by said report.

#### Section III. Withdrawal of the Proceeds of the Financing

#### A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
MoAFS  (1) Goods, works, non- consulting services, and consulting services, Training and Operating Costs under Part 4 of the Project	1,900,000	100%
FAO  (2.) Goods, works, non- consulting services, and consulting services, Training and Operating Costs for Parts 1, 2.2(a) and 3 of the Project	20,800,000	100%
UNOPS  (2) Direct Income Cash Transfers under Part 2.1(a); LIPW under Part 2.2(b); and Payment Agency Fees under 2.1(b) and 2.2(b)(iii) of the Project	13,100,000	100%
TOTAL AMOUNTS	35,800,000	

#### B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made:
  - (a) prior to the Signature Date; and
  - (b) for Eligible Expenditures under Category (1) unless and until the Recipient shall have entered into contracts for the hiring of a financial management specialist and a procurement specialist, with terms of reference satisfactory to the Association, and which contracts are procured in accordance with the Procurement Regulations.
- 2. The Closing Date is August 30, 2024.

### C. Other Undertaking

Eligible Expenditures financed under Category (1) of the Project shall not be eligible to be financed by other sources of financing including IDA Grant No D824.

#### **APPENDIX**

#### **Definitions**

- 1. "Annual Work Plan and Budget" means the annual work plan and budget to be prepared by the Recipient including a program of activities and budget proposed for inclusion in the Project during the following fiscal year, as described in Section I.C of Schedule 2 to this Agreement.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
- 3. "Beneficiary" means LIPW Beneficiary or DIC Beneficiary.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "Desert Locust and Transboundary Pests Coordination Unit" or "DLRCU" means the unit to be established within IGAD under Part 5 of the Project serving as secretariat for mobilizing, organizing and synchronizing the efforts of the different levels of actors and stakeholders in the various Desert Locusts and other trans-boundary pests management campaigns.
- 6. "Direct Income Cash Transfer" or "DIC Transfer" means a cash transfer to be provided to a Direct Income Cash Transfer Beneficiary under Part 2.1(a) of the Project in accordance with the eligibility criteria and procedures set out in the PIM; and "Direct Income Cash Transfers" or "DIC Transfers" means, collectively, all such cash transfers.
- 7. "Direct Income Cash Transfer Beneficiary" or "DIC Transfer Beneficiary" means any household or a person selected in accordance with the eligibility criteria and procedures set out in the PIM to receive a Direct Income Cash Transfer under Part 2.1(a) of the Project; and "Direct Income Cash Transfer Beneficiaries" or "DIC Transfer Beneficiaries" means all such selected households and persons.
- 8. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated April 27, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions

and measures, institutional, staffing, Training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

- 9. "Environmental and Social Standards" or "ESSs" means, collectively: (i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities"; "Environmental and Social Standard 8: Cultural (ix) "Environmental and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
- 10. "Excluded Expenditures" means alcoholic beverages, tobacco, un-manufactured, tobacco refuse, tobacco, manufactured (whether or not containing tobacco substitutes), radioactive and associated materials, pearls, precious and semiprecious stones, unworked or worked, nuclear reactors, and parts thereof; fuel elements (cartridges), nonirradiated, for nuclear reactors, tobacco processing machinery, jewelry of gold, silver or platinum group metals (except watches and watchcases) and goldsmiths' or silversmiths' wares (including set gems), gold, non-monetary (excluding gold ores and concentrates).
- 11. "Food Insecurity Crisis" means an event or events driven by natural disasters, economic shocks, and/or public health threats, which pose a significant threat of becoming a large-scale food security crisis within a country or across countries, in accordance with criteria acceptable to the Association.
- 12. "Food Security Preparedness Plan" means the plan referred to in Section I.G of Schedule 2 to this Agreement, setting out the operational procedures to respond to and contain a Food Insecurity Crisis.
- 13. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020).
- 14. "IGAD" means the Intergovernmental Authority on Development, "IGAD" means Intergovernmental Authority on Development, a regional organization set

- up through the IGAD Constitutive Agreement, which is responsible for carrying out Part 5 of the project pursuant to the IGAD Financing Agreement.
- 15. "IGAD Financing Agreement" means the Financing Agreement signed or to be signed between the Association and IGAD for the implementation of Part 5 of the Project.
- 16. "LIPW" means labor intensive public works.
- 17. "Labor Intensive Public Works Beneficiary" or "LIPW Beneficiary" means any household or person selected in accordance with the eligibility criteria and procedures set out in the PIM to receive a LIPW Transfer under Part 2.2(b) of the Project to participate in any LIPW Activity to be financed from Financing proceeds; and "LIPW Beneficiaries" or "LIPW Beneficiaries" means, collectively, all such selected households and persons.
- 18. "Labor Intensive Public Works Transfer" or "LIPW Transfer" means an amount to be financed from Financing and to be provided to a LIPW Beneficiary under Part 2.2(b) of the Project, in accordance with eligibility criteria and procedures set forth in the PIM, for participating in LIPW Activities; and "Labor Intensive Public Works Transfer" or "LIPW Transfers" means, collectively, all such amounts.
- 19. "Labor Intensive Public Works Activity" or "LIPW Activity" means a small-scale public works subproject selected in accordance with eligibility criteria and procedures set out in the PIM; and "Labor Intensive Public Works Activities" or "LIPW Activities" means, collectively, all such small-scale public works subprojects.
- 20. "LIPW Payments" means a payment to be made to an LIPW Beneficiary under Part 2.2(b) of the Project and in accordance with the provisions of the PIM.
- 21. "LIPW Subprojects" means activities involving the carrying out of labor-intensive works, to be financed from the proceeds LIPW Payments under Part 2.2(b) of the Project.
- 22. "MPA Program" means the multiphase programmatic approach program designed to to the threat posed by locust outbreak and to strengthen systems for preparedness.
- 23. "MoAFS" means the Recipient's Ministry of Agriculture and Food Security or its successor.
- 24. "Operating Costs" means the incremental expenditures incurred by the Recipient in the implementation of the Project and reflected in the PCU Workplan and Budget, including expenditures for the maintenance of goods and equipment such

as vehicles and computers; fuel; office supplies; consumables; communication costs; workshop venues and materials; and authorized travel costs of officials of the Government, including per diems, travel costs, and accommodation for staff when travelling on duty during the implementation of this project, but excluding salaries of the Recipient's civil service.

- 25. "Payment Agency Fees" means the fees to be paid to a Payment Service Provider.
- 26. "Payment Service Provider" means the provider responsible for transferring DIC Transfers and LIPW Transfers to the respective Beneficiaries under Parts 2.1(a) and 2.2(b)(i) under the Project.
- 27. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 28. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 29. "Project Coordination Unit" or "PCU" means the unit referred to in Section I.A.2 of Schedule 2 to this Agreement.
- 30. "Project Implementation Manual" or "PIM", means the manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
- 31. "Project Steering Committee" means the committee referred to in Section I.A.3 of Schedule 2 to this Agreement.
- 32. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 33. "South Sudan" means the Republic of South Sudan.
- 34. "Third-Party Monitoring Agent" means a firm or organization, with internationally recognized expertise in monitoring and evaluation of development projects (including for financial management, procurement, and environmental and social safeguards aspects of such development projects) to be engaged by the Recipient for carrying out of Third-Party Monitoring in accordance with terms of

- reference reviewed and confirmed by the Association and referred to in Section I.B.2 of Schedule 2 to this Agreement.
- 35. "Third-Party Monitoring Report" means each six-monthly report prepared by a Third-Party Monitoring Agent, prepared in accordance with the terms of the Association, which will cover, *inter alia*: (i) Project performance through collection and analysis of appropriate gender disaggregated data and other evidence; (ii) identification of any technical or procedural gaps, issues, and bottlenecks to Project implementation; (iii) recommendations to improve Project implementation as necessary; (iv) documentation of key experiences and learning in Project implementation; and (v) such other summary of findings regarding adherence, at all implementation levels, to the procedures set out in relevant Project documents, and verification of all Project activities.
- 36. "Training" means the cost of training of persons involved in Project-supported activities under Part 4 of the Project and reflected in the PCU Workplan and Budget, such term to include seminars, workshops, and study tours, and costs associated with such activity include 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.