

**CONFORMED COPY**

**GRANT NUMBER H397-CI**

# **Financing Agreement**

**(Emergency Urban Infrastructure Project)**

**between**

**REPUBLIC OF CÔTE D'IVOIRE**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated July 25, 2008**

**GRANT NUMBER H397-CI**

**FINANCING AGREEMENT**

AGREEMENT dated July 25, 2008, entered into between REPUBLIC OF CÔTE D'IVOIRE ("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 grant in an amount equivalent to fifty seven million one hundred thousand Special Drawing Rights (SDR 57,100,000) (variously, "Grant", 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 The Maximum Commitment Charge Rate payable by the Recipient on the Un-withdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are March 1 and September 1 in each year.
- 2.05. The Payment Currency is the Euro.

**ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through its ministry at the time responsible for economic infrastructure in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**ARTICLE IV — EFFECTIVENESS**

- 4.01. The Additional Condition of Effectiveness consists of the following:

The Environmental and Social Management Framework and the Resettlement Policy Framework, both in form and substance satisfactory to the Association, have been adopted and disclosed by the Recipient in a manner satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

**ARTICLE V — REPRESENTATIVE; ADDRESSES**

5.01. The Recipient's Representative is its minister at the time responsible for finance.

5.02. The Recipient's Address is:

Ministry of Economy and Finance  
17 P. O. Box 670  
Abidjan 17  
Côte d'Ivoire

|         |                 |
|---------|-----------------|
| Cable:  | Facsimile:      |
| MINFIN  | 225-20-30-25-25 |
| Abidjan | 225-20-30-25-28 |

5.03. 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 Washington D. C., United States of America, as of the day and year first above written.

**REPUBLIC OF CÔTE D'IVOIRE**

**By /s/ Charles Koffi Diby**

**Authorized Representative**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By /s/ Madani M. Tall**

**Authorized Representative**

## **SCHEDULE 1**

### **Project Description**

The objectives of the Project are to increase access to and improve the quality of urban infrastructure and services in the two largest cities of the Recipient, Abidjan and Bouaké.

The Project consists of the following parts:

1. Potable Water
  - (a) Expansion of potable water production capacity in Abidjan.
  - (b) Strengthening and expansion of potable water distribution networks in Abidjan and Bouaké.
  - (c) Provision, in Abidjan and Bouaké, of subsidized water service connections and stand-posts to selected urban areas, including informal neighborhoods, and of water service connections to schools and health centers.
  
2. Sanitation
  - (a) Rehabilitation of principal pumping stations and pretreatment station feeding ocean outfall.
  - (b) Rehabilitation of secondary neighborhood pumping stations.
  - (c) Connection of secondary networks to principal interceptor.
  
3. Solid Waste
  - (a) Elimination of principal informal disposal sites in Abidjan.
  - (b) Rehabilitation of Williamsville transfer station.
  - (c) Provision of institutional support to National Urban Sanitation Agency and other entities charged with solid waste management.

- (d) Carrying out of outreach campaign with regard to hygiene and sanitation, including in relation to HIV / AIDS.
- (e) Extension of health center and school for population residing near Akouédo landfill site.

4. Urban Roads

- (a) Rehabilitation of public transport service roads in Abidjan.
- (b) Carrying out of measures to address congestion, accessibility, and traffic accidents at critical locations, such as construction of footbridge, bridges, and roads.
- (c) Rehabilitation of horizontal and vertical signage.
- (d) Rehabilitation of roads in Bouaké.

5. Municipal Contracts

- (a) Carrying out of urban, financial, and organizational audits of initial group of ten (10) Municipalities – Abobo, Adjamé, Bouaké, Daloa, Divo, Korhogo, Koumassi, Port Bouet, San Pedro, and Yopougon – for purposes of carrying out of needs assessment and development of Priority Investment Program, Priority Maintenance Program, and Municipal Adjustment Program.
- (b) Carrying out of measures identified during said audits for purposes of provision of support to local governments of said Municipalities.
- (c) Implementation of selected Municipal Contracts.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. The Recipient's ministry at the time responsible for economic infrastructure shall be responsible for Project coordination and management.

##### Monitoring and Steering Committee

2. The Recipient shall maintain, throughout Project implementation, the Monitoring and Steering Committee, with an institutional framework, functions, and resources satisfactory to the Association, and comprising at least representatives from the ministry at the time responsible for urban affairs and sanitation, Directorate of Human Hydraulics, Roads Management and Maintenance Agency, Directorate of Sanitation and Drainage, Department of Public Debt, Department of Local Governments, and Union of Cities and Communes of Côte d'Ivoire.
3. The Monitoring and Steering Committee shall be responsible for provision of strategic orientation and guidance with regard to, and overall inter-ministerial coordination of, the Project.

##### Project Coordination Unit

4. The Recipient shall establish, no later than one (1) month after the Effective Date, and maintain, throughout Project implementation, under the supervisory authority of the Municipal Operations Implementation Support Mission, the Project Coordination Unit, with an institutional framework, functions, and resources satisfactory to the Association, including staff with qualifications, experience, and terms of reference satisfactory to the Association, including a coordinator, administrative and financial officer, accountant, procurement specialist, and administrative assistant.
5. The Project Coordination Unit shall be responsible for implementation of Part 5 of the Project in consultation with the respective Municipality, day-to-day oversight of Project implementation, and financial, procurement, and administrative management, including disbursements, under the Project.



6. The Recipient shall, no later than one (1) month after the Effective Date, enter into an agreement, in form and substance satisfactory to the Association, with the Municipal Operations Implementation Support Mission for purposes of discharge of said responsibilities by the Project Coordination Unit.

#### Technical Departments

7. The Recipient shall maintain, throughout Project implementation, the Directorate of Human Hydraulics, the Directorate of Sanitation and Drainage, the National Urban Sanitation Agency, the Roads Management and Maintenance Agency, and the Municipal Operations Implementation Support Mission, all with an institutional framework, functions, and resources satisfactory to the Association, including staff with qualifications, experience, and terms of reference satisfactory to the Association for purposes of Project implementation.
8. The Directorate of Human Hydraulics shall be responsible for implementation of Part 1 of the Project, the Directorate of Sanitation and Drainage shall be responsible for implementation of Part 2 of the Project, the National Urban Sanitation Agency shall be responsible for implementation of Part 3 of the Project, and the Roads Management and Maintenance Agency shall be responsible for implementation of Part 4 of the Project.
9. The Recipient shall, no later than one (1) month after the Effective Date, enter into an agreement, in form and substance satisfactory to the Association, with the Roads Management and Maintenance Agency for purposes of implementation of Part 4 of the Project.

#### **B. Anti-Corruption**

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

#### **C. Manual**

The Recipient shall: (i) adopt, no later than one (1) month after the Effective Date, a Project Implementation Manual, in form and substance satisfactory to the Association; (ii) carry out the Project in accordance with said Manual; and (iii) except as the Association shall otherwise agree, not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

**D. Safeguards**

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the Environmental and Social Management Framework and the Resettlement Policy Framework, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.
2. The Recipient shall prepare Environmental Assessments and Resettlement Action Plans, in form and substance satisfactory to the Association, in accordance with the provisions of the Environmental and Social Management Framework and the Resettlement Policy Framework, as the case may be, and shall ensure that the Project is implemented in accordance with the provisions of said Assessments and Plans.
3. The Project Coordination Unit shall be responsible for implementation of the Environmental and Social Management Framework, Resettlement Policy Framework, any Environmental Assessments, and any Resettlement Action Plans, and, to this end, shall recruit, no later than three (3) months after the Effective Date, and maintain throughout Project implementation, a safeguards specialist, with qualifications, experience, and terms of reference satisfactory to the Association.

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

**A. Project Reports**

1. (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the Association not later than one (1) month after the end of the period covered by such report.

- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

| No. | Indicator   |
|-----|---|
| 1.  | Number of additional people having access to potable water                      |
| 2.  | Number of people benefiting from improved sanitary conditions in targeted areas |

**B. Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of the Project Report, not later than one (1) month 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 (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) 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. The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines shall apply to the procurement of goods and works.

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:

| <b>Procurement Method</b>        |
|----------------------------------|
| (a) National Competitive Bidding |
| (b) Shopping                     |
| (c) Direct Contracting           |

**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.

| <b>Procurement Method</b>                          |
|--|
| (a) Quality-Based Selection                        |
| (b) Selection under a Fixed Budget                 |
| (c) Least Cost Selection                           |
| (d) Selection Based on Consultants' Qualifications |
| (e) Single Source Selection                        |
| (f) Selection of Individual Consultants            |

**D. Review by the Association of Procurement Decisions**

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 \$250,000 or more; (b) the first two (2) contracts for goods estimated to cost less than the equivalent of \$250,000 each; (c) each contract for works estimated to cost the equivalent of \$500,000 or more; (d) the first two (2) contracts for works estimated to cost less than the equivalent of \$500,000 each; (e) each contract for goods or works procured on the basis of Direct Contracting; (f) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$200,000 or more; (g) the first two (2) contracts for consultants' services provided by a firm estimated to cost less than the equivalent of \$200,000 each; (h) each contract for consultants' services provided by an individual estimated to cost the equivalent of \$50,000 or more; and (i) each contract for consultants' services procured on the basis of Single Source Selection. All other contracts shall be subject to Post Review by the Association.

**Section IV. Withdrawal of the Proceeds of the Financing**

**A. General**

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 100% of

Eligible Expenditures, consisting of goods, works, services (including audits), Training, and Operating Costs.

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$1,000,000 equivalent may be made for payments made prior to this date but on or after February 29, 2008 for Eligible Expenditures.
2. The Closing Date is September 15, 2012.

**Section V. Other Undertakings**

**A. Financial Management Software**

The Recipient shall, no later than one (1) month after the Effective Date, install, in the Project Coordination Unit for purposes of Project implementation, accounting and financial management software, satisfactory to the Association.

**B. Financial Auditors**

The Recipient shall, no later than one (1) month after the Effective Date, appoint, in accordance with the provisions of Section III of this Schedule, external auditors, with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of the carrying out of the audit referred to in Section II.B.3 of this Schedule.

**C. Technical Auditors**

1. The Recipient shall have the Project audited on an annual basis. Each audit of the Project shall cover the period of one (1) fiscal year of the Recipient. The audit report for each such period shall be furnished to the Association not later than six (6) months after the end of such period.
2. The Recipient shall, no later than one (1) month after the Effective Date, appoint, in accordance with the provisions of Section III of this Schedule, technical auditors, with qualifications, experience, and terms of reference satisfactory to

the Association, for purposes of the carrying out of the audit referred to in paragraph 1 above.

**D. Annual Work Plans and Budgets**

The Recipient shall furnish to the Association as soon as available, but in any case not later than September 1 of each year, the annual work plan and budget for the Project for each subsequent year of Project implementation, of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished no later than one (1) month after the Effective Date.

**E. Annual Reviews**

The Recipient shall:

- (a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the indicators referred to in Section II.A.1 (a) of this Schedule, the carrying out of the Project and the achievement of the objectives thereof;
- (b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about March 1 of each year, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objectives thereof during the period following such date; and
- (c) review with the Association, by April 1 of each year or such later date as the Association shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of said report and the Association's views on the matter.

**F. Midterm Review**

The Recipient shall:

- (a) carry out jointly with the Association, no later than 24 months after the Effective Date, a midterm review to assess the status of Project implementation, as measured against the performance indicators referred to in Section II.A.1 (a) of Schedule 2 to this Agreement. Such review shall include an assessment of the following: (i) overall progress in Project implementation; (ii) results of monitoring and evaluation activities; (iii) annual work plans and budgets; (iv) progress on procurement and disbursement; and (v) Project implementation arrangements; and make adjustments to the Project and reallocate funds to improve performance, if needed;
- (b) prepare and furnish to the Association, three (3) months before such review, a report, in scope and detail satisfactory to the Association, needed to undertake the review, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section on the progress achieved in the carrying out of the Project during the period preceding the date of the said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and
- (c) review, jointly with the Association, the report referred to in paragraph (b) of this Section and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.



## APPENDIX

### Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Commune” (*Commune*) means an administrative area of the Recipient established pursuant to the Recipient’s Law No. 95-611 of August 3, 1995, representing a designated area and population within the territory of the Recipient.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised on October 1, 2006.
4. “Directorate General of Decentralization and Local Development” (*Direction Générale de la Décentralisation et du Développement Local*) means the Recipient’s entity, under the supervisory authority of its ministry at the time responsible for the interior and local governments, charged with decentralization and local development.
5. “Directorate of Human Hydraulics” (*Direction de l’Hydraulique Humaine*) means the Recipient’s entity, under the supervisory authority of its ministry at the time responsible for economic infrastructure, charged with human hydraulics.
6. “Directorate of Public Debt” (*Direction de la Dette Publique*) means the Recipient’s entity, under the supervisory authority of its ministry at the time responsible for economy and finance, charged with public debt.
7. “Directorate of Sanitation and Drainage” (*Direction de l’Assainissement et du Drainage*) means the Recipient’s entity, under the supervisory authority of its ministry at the time responsible for construction and urban planning, charged with sanitation and drainage.
8. “Environmental Assessment” means the Recipient’s assessment, to be agreed with the Association and setting out the mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, that have been identified by the Recipient to eliminate any adverse environmental and social impacts of Project activities, offset them, or reduce them to acceptable

levels, or enhance positive impacts, in accordance with the provisions of the Environmental and Social Management Framework (as hereinafter defined), as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules or annexes to said Assessment.

9. “Environmental and Social Management Framework” means the Recipient’s framework, referred to in Section 4.01 of this Agreement, agreed with the Association and setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, that have been identified by the Recipient to eliminate any adverse environmental and social impacts of Project activities, offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the concurrence of the Association, and such term includes any schedules to said Framework.
10. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).
11. “Monitoring and Steering Committee” (*Comité de Suivi et de Pilotage*) means the Recipient’s entity established and operating pursuant to its letter nos. 0020/MIE/DHH of January 8, 2008 and 0707/MIE/CAB of April 4, 2008.
12. “Municipal Adjustment Program” (*Programme d’Ajustement Municipal*) means a plan prepared by a Municipality (as hereinafter defined) under a Municipal Contract (as hereinafter defined) outlining a program of adjustment measures for purposes of improvement of municipal management and finances over a given period of four (4) years.
13. “Municipal Contract” (*Contrat de Ville*) means a contract between the Recipient and any one (1) of the Municipalities targeted under the Project, outlining a Priority Investment Program (as hereinafter defined), a Priority Maintenance Program (as hereinafter defined), and a Municipal Adjustment Program for said Municipality for a given period of four (4) years.
14. “Municipal Operations Implementation Support Mission” (*Mission d’Appui à la Conduite d’Opérations Municipales*) means the Recipient’s entity, under the supervisory authority of its ministry at the time responsible for economic infrastructure and established and operating pursuant to the Recipient’s Decree

No. 95-107 of February 14, 1995, charged with the provision of support to the implementation of municipal operations.

15. “Municipality” (*Municipalité*) means an administrative area of the Recipient established pursuant to the Recipient’s Law No. 95-611 of August 3, 1995, representing a designated area and population within the territory of the Recipient.
16. “National Urban Sanitation Agency” (*Agence Nationale de la Salubrité Urbaine*) means the Recipient’s entity, under the supervisory authority of its ministry at the time responsible for urban affairs and sanitation, established and operating pursuant to the Recipient’s Decree No. 2007-588 of October 4, 2007 and charged with urban sanitation.
17. “Operating Costs” means the incremental expenses incurred by the Recipient, based on the annual budgets referred to in Section V.D of Schedule 2 to this Agreement as approved by the Association, on account of Project implementation, management, and monitoring and evaluation, including for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.
18. “Priority Investment Program” (*Programme d’Investissement Prioritaire*) means the program prepared by a Municipality under a Municipal Contract outlining its priority investments over a given period of four (4) years.
19. “Priority Maintenance Program” (*Programme d’Entretien Prioritaire*) means the program prepared by a Municipality under a Municipal Contract outlining its priority maintenance activities over a given period of four (4) years.
20. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised on October 1, 2006.
21. “Procurement Plan” (*Plan de Passation des Marchés*) means the Recipient’s procurement plan for the Project, dated April 30, 2008 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.

22. “Project Coordination Unit” (*Cellule de Coordination du Projet*) means the Recipient’s entity, referred to in Section I.A.4 of Schedule 2 to this Agreement, whose responsibilities are set out in Section I.A.5 of said Schedule.
23. “Project Implementation Manual” (*Manuel d’Exécution du Projet*) means the Recipient’s manual, referred to in Section I.C of Schedule 2 to this Agreement, agreed with the Association and outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement arrangements for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules or annexes to said Manual.
24. “Resettlement Action Plan” (*Plan d’Action de Réinstallation*) means the Recipient’s plan, to be agreed with the Association and setting out the procedures, 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 in accordance with the provisions of the Resettlement Policy Framework (as hereinafter defined), as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules or annexes to said Plan.
25. “Resettlement Policy Framework” (*Cadre de Politique de Réinstallation*) means the Recipient’s framework, referred to in Section 4.01 of this Agreement, agreed with the Association and setting out arrangements for the resettlement and compensation of persons affected by potential changes in land use associated with activities to be implemented under the Project, as the same may be modified from time to time with the prior written concurrence of the Association, and such term includes any schedules or annexes to said Framework.
26. “Roads Management and Maintenance Agency” (*Agence de Gestion et d’Entretien des Routes*) means the Recipient’s entity, under the supervisory authority of its ministry at the time responsible for economic infrastructure and established and operating pursuant to the Recipient’s Decree No. 2001-592 of September 19, 2001, charged with the management and maintenance of roads.
27. “Training” means the training of persons involved in Project-supported activities, based on the annual budgets referred to in Section V.D of Schedule 2 to this Agreement as approved by the Association, such term including 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 course preparation and implementation.

28. “Union of Cities and Communes of Côte d’Ivoire” (*Union des Villes et Communes de Côte d’Ivoire*) means the entity established and operating pursuant to the Recipient’s Law No. 60-315 of September 21, 1960 and grouping the mayors of the cities and Communes of the Recipient.

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