

Public Disclosure Authorized

CONFORMED COPY

FPCR TF GRANT NUMBER TF097869-NE

Food Price Crisis Response Trust Fund Grant Agreement

(Second Emergency Food Security Support Project)

between

REPUBLIC OF NIGER

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Trustee of the Food Price Crisis Response Trust Fund

Dated March 29, 2011

Public Disclosure Authorized

FPCR TF GRANT NUMBER TF097869-NE

**FOOD PRICE CRISIS RESPONSE TRUST FUND
GRANT AGREEMENT**

AGREEMENT dated March 29, 2011, entered into between the REPUBLIC OF NIGER (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as trustee of the Food Price Crisis Response Trust Fund.

WHEREAS (A) the International Bank for Reconstruction and Development (the “IBRD”) and IDA, pursuant to Resolution No. 2008-0004 of May 29, 2008, of the Executive Directors of the IBRD and Resolution No. 2008-0002 of May 29, 2008, of the Executive Directors of the IDA, have established the Food Price Crisis Response Trust Fund (the “FPCR TF”) to assist low income member countries of the World Bank in the carrying out of activities aimed at reducing the negative impact of high food prices on the lives of the poor in a timely way;

(B) the Recipient, having satisfied itself as to the feasibility and priority of the activities referred to in paragraph (A) hereof, has requested the World Bank, acting as Trustee of the FPCR TF, to provide assistance from the resources of the FPCR TF towards the financing of the said activities; and

(C) the World Bank has agreed, on the basis, *inter alia*, of the foregoing, to extend a grant to the Recipient upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010 (“Standard Conditions”), 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 Standard Conditions or in this Agreement.

Article II
The Project

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank 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 III
The Grant

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to fifteen million United States Dollars (\$ 15,000,000) (“Grant”) to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following conditions have been satisfied.
 - (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
 - (b) The Manual of Administrative, Financial and Accounting Procedures has been updated in form and substance satisfactory to the World Bank for the needs of the Project.
- 4.02. As part of the evidence to be furnished pursuant to Section 4.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of

counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing on behalf of the Recipient, that this Agreement has been duly authorized or ratified by it, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

- 4.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 4.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article V

Recipient’s Representative; Addresses

- 5.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Recipient’s Minister of Economy and Finance.

- 5.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Economy and Finance
B.P. 389
Niamey
Republic of Niger

Facsimile 227 20 73 59 34 or 227 20 72 40 20

- 5.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

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

Washington, D.C. 64145 (MCI)

AGREED at Niamey, Niger, as of the day and year first above written.

REPUBLIC OF NIGER

By //s// Mallam Maman Annou

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as Trustee of the Food Price Crisis Response Trust Fund

By //s// Nestor Coffi

Authorized Representative

SCHEDULE 1

Project Description

The objectives of the Project are to increase rice production in targeted areas and restore productive assets for targeted food insecure households in the Region of Tillabery.

The Project consists of the following parts:

Part 1: Restoration of productive assets for food-unsecured rural households

(i) Recapitalization of households' husbandry of small ruminants, sheep fattening and livestock health and nutrition monitoring; and

(ii) Expansion of the village lean cereal period food bank system through the establishment and management of approximately forty five (45) cereal storage facilities.

Part 2: Strengthening irrigated rice production systems

(i) Rehabilitation of four irrigated schemes for a total of approximately 1073 hectares including, *inter alia*, the consolidation of the schemes' protection system, and the implementation of the environmental and social safeguards mitigation related measures (but excluding any acquisition of land and payment of compensation for land acquisition, and other cash compensation or assistance paid in cash for involuntary resettlement);

(ii) Strengthening ONAHA's capacities to monitor and evaluate rice production and to prepare its restructuring plan;

(iii) Strengthening of the cooperatives' seed multiplication and distribution system, consisting of the rehabilitation of the seed production station, the provision of improved genetic material, and the provision of training and technical assistance to strengthen the capacities of key stakeholders along the seed supply chain; and

(iv) Strengthening of the technical and financial management capabilities of the cooperatives operating in the irrigated schemes referred to in paragraph i) above through the provision of consultants' services.

Part 3: Project Coordination

Carrying out a program of activities to coordinate, monitor and evaluate the Project.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

The Recipient shall maintain the following implementation arrangements, as further described in the Project Implementation Manual, throughout the implementation of the Project:

1. The Steering Committee
 - (a) The Steering Committee shall be responsible for the overall strategic guidance and oversight of the Project.
 - (b) The Steering Committee shall have membership, functions, staffing and resources satisfactory to the World Bank.
2. The Technical and Fiduciary Coordination Unit
 - (a) Under the overall authority of the Recipient's Ministry of Agriculture and Livestock, the Technical and Fiduciary Coordination Unit shall be responsible for Project coordination, management and implementation, including fiduciary aspects (internal control, procurement, disbursements, accounting, reporting, monitoring and evaluation) and technical coordination.
 - (b) The Technical and Fiduciary Coordination Unit shall have functions, staffing and resources satisfactory to the World Bank. Without limitation upon the foregoing provision, the Technical and Fiduciary Coordination Unit shall at all times maintain the following staff, each recruited in accordance with Section III of Schedule 2 to this Agreement, and each with qualifications, experience and terms of reference satisfactory to the World Bank: (i) a national coordinator; (ii) an administrative and financial specialist; (iii) an internal controller; (iv) a procurement specialist; (v) an environmental and social impact evaluation specialist; and (vi) from the date referred to in paragraph (c) below, a monitoring and evaluation specialist and an accountant, each dedicated exclusively to the Project.
 - (c) No later than three (3) months after the Effective Date, the Recipient shall recruit in accordance with the provisions of Section III of this Schedule a monitoring and evaluation specialist and an accountant.

- (d) The Technical and Fiduciary Coordination Unit shall implement the activities under the Project with the support of other Recipient's agencies, and technical partners for the supervision of irrigation works, the monitoring of compliance with environmental and social obligations, support to producers organizations and cooperatives.

B. Anti-Corruption

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

C. Safeguards

1. The Recipient shall ensure that Project shall at all times be implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Environmental and Social Screening and Assessment Framework. In particular, the Recipient shall ensure that:
 - (a) for each activity under the Project of a type for which the Environmental and Social Screening and Assessment Framework provides that an Environmental and Social Management Plan should be prepared, such Environmental and Social Management Plan, in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with the provisions of the Environmental and Social Screening and Assessment Framework, and the relevant activity is implemented in accordance with its Environmental and Social Management Plan;
 - (b) for each activity under the Project of a type for which the Environmental and Social Screening and Assessment Framework provides that a Resettlement Action Plan should be prepared, such Resettlement Action Plan, in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with the provisions of the Environmental and Social Screening and Assessment Framework, and the relevant activity is implemented in accordance with its Resettlement Action Plan; and
 - (c) for each activity under the Project of a type for which the Environmental and Social Screening and Assessment Framework provides that a Pest Management Plan should be prepared, such Pest Management Plan, in form and substance satisfactory to the World Bank, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with the provisions of the Environmental and Social Screening and Assessment Framework, and the relevant activity is implemented in accordance with its Pest Management Plan.
2. Except as the World Bank shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the World Bank,

the Recipient shall not abrogate, amend, repeal, suspend or waive any provisions of any of the Safeguard Documents.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the World Bank, on a semi-annual basis, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.
4. In the event that any provision of the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

D. Manuals

1. (a) The Recipient shall carry out the Project in accordance with the Project Implementation Manual and the Manual of Administrative, Financial and Accounting Procedures; and (b) except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Implementation Manual, the Manual of Administrative, Financial and Accounting Procedures, or any provision thereof.
2. In the event of any conflict between the provisions of the Project Implementation Manual or the Manual of Administrative, Financial and Accounting Procedures and those of this Agreement, the provisions of this Agreement shall prevail.

E. Training

Training shall be carried out on the basis of annual programs and budgets, which shall have been approved by the World Bank, and which shall, *inter alia*, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each

Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one (1) month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.
3. Not later than eighteen (18) months after the Effective Date, the Recipient shall, in conjunction with the World Bank, carry out a mid-term review of the Project (the "Mid-term Review"), covering the progress achieved in the implementation of the Project. The Recipient shall prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient continued carrying out of the Project and the achievement of the objective of the Project during the period following such date. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the World Bank to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard 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 World Bank not later than six months after the end of such period.
4. In order to ensure the timely carrying out of the audits referred to in Section II. B.3 of this Schedule, the Recipient shall engage auditors for the purpose not later than six (6) months after the Effective Date, in accordance with the provisions of Section III of this Schedule.
5. No later than three (3) months after the Effective Date, the Recipient shall complete the upgrading of the Technical and Fiduciary Coordination Unit's financial management system for the Project in a manner satisfactory to the World Bank.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Procurement Guidelines”) in the case of goods and works, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Consultant Guidelines”) in the case of consultants’ services; and
 - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines (“Procurement Plan”).
2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank 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 methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan:
 - (a) Limited International Bidding;
 - (b) National Competitive Bidding, subject to the following additional provisions: (i) bids shall be advertised in national newspapers with wide circulation; (ii) bid evaluation, bidder qualification and award criteria shall be specified clearly in the bidding documents; (iii) bidders shall be given adequate response time (minimum four weeks) to prepare and submit bids; (iv) bids shall be awarded to the lowest evaluated bidder provided that this bidder is qualified; (v) eligible bidders, including foreign bidders, shall not be precluded from participating; and (vi) no preference margin shall be granted to domestic contractors;

- (c) Shopping;
- (d) Direct Contracting; and
- (e) Community Participation procedures specified in the Procurement Plan and which have been found acceptable to the World Bank.

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 methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan: (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; and (g) Sole Source Procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

1. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may 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 World Bank 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 Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works and consultants' services under Part 1 of the Project, including Operating Costs and Training	2,000.000	100%
(2) Goods, works and consultants' services under Part 2 of the Project, including Operating Costs and Training	12,000,000	100%
(3) Goods and consultants' services under Part 3 of the Project, including Operating Costs, Training and audits	1,000,000	100%
TOTAL AMOUNT	15,000,000	

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 \$200,000 equivalent may be made for payments made prior to this date but on or after June 1, 2010, for Eligible Expenditures.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is November 29, 2013.

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 with the modifications set forth in Section II of this Appendix.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Displaced Persons” means a person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in (i) relocation or loss of shelter, (ii) loss of assets or access to assets, or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
4. “Environmental and Social Screening and Assessment Framework” means the environmental and social screening and assessment management framework entitled “*Cadre de Criblage et d’Evaluation Environnementale et Sociale*” and dated December 2010, which has been developed to ensure compliance with the Bank’s operational policies and procedures set forth in the Bank’s Operational Manual under OP/BPs 4.01, 4.12 and 4.09 as said manual is published under www.worldbank.org/opmanual, and which presents in general the measures, directives, code of conduct and procedures which must be complied with for the implementation of the Project.
5. “Environmental and Social Management Plan” means for each activity under the Project for which an environmental and social management plan is required pursuant to the Environmental and Social Screening and Assessment Framework, the environmental and social management plan prepared by the Recipient and disclosed in accordance with the Environmental and Social Screening and Assessment Framework, that details: (i) the measures to be taken during the implementation and operation of such activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels, and (ii) the actions needed to implement these measures.
6. “Manual of Administrative, Financial and Accounting Procedures” means the Recipient’s manual entitled “Manuel de Procédures Administratives, Financières et Comptables du Projet de développement des exportations et des marchés agro-sylvo-pastoraux” dated August 2009.

7. “Ministry of Agriculture and Livestock” means the Recipient’s ministry responsible for agriculture and livestock, and any successor thereto.
8. “ONAHA” means *Office National des Aménagements Hydro-Agricoles*, the Recipient’s agency responsible for the development of irrigation established by the Recipient’s ordinance no. 78-39, dated December 28, 1978, and its successors.
9. “Operating Costs” means the incremental operating expenses, based on annual budgets approved by the World Bank, incurred by the Technical and Fiduciary Coordination Unit, on account of the Project, consisting of operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, salaries of contractual staff, travel and supervision costs including *per diem*, but excluding the salaries and indemnities of officials and public servants of the Recipient’s civil service.
10. “Pest Management Plan” means for each activity under the Project for which a pest management plan is required pursuant to the Environmental and Social Screening and Assessment Framework, the pest management plan prepared by the Recipient and disclosed in accordance with the Environmental and Social Screening and Assessment Framework.
11. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated December 14, 2010 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.
12. “Project Implementation Manual” means the manual entitled “*Projet d’Urgence d’Appui à la Sécurité Alimentaire et au Développement Rural (PUSA/DR) – Manuel d’Exécution du Projet*” dated December 2010, containing guidelines and procedures in form and substance satisfactory to the World Bank, used for the purpose of implementing the Project, including in the areas of monitoring and evaluation, coordination, social and environmental safeguards, financial, administrative and accounting, as well as other provisions related to the institutional organization, as such guidelines and procedures may be amended from time to time in accordance with the provisions of this Agreement, and such term includes any schedule to the Project Implementation Manual.
13. “Region” means, individually, any of the eight administrative regions of the Recipient’s territory established by law no. 2002-012 of June 11, 2002, and “Regions” means, collectively, more than one Region.
14. “Resettlement Action Plan” means for each activity under the Project for which a resettlement action plan is required pursuant to the Environmental and Social Screening and Assessment Framework, the resettlement action plan prepared by the Recipient and disclosed in accordance with the Environmental and Social Screening and Assessment Framework, which, *inter alia*, (i) contains a census survey of Displaced Persons and valuation of assets affected by such activity, (ii) describes

compensation and other resettlement assistance to be provided, consultation to be conducted with such Displaced Persons about acceptable alternatives, institutional responsibilities for the implementation and procedures for grievance redress, and arrangements for monitoring and evaluation, and (iii) contains a timetable and budget for the implementation of such measures.

15. “Rural Development Strategy” means the Recipient’s rural development strategy adopted by Recipient’s Decree No. 2003-310/PRN/MRA dated November 14, 2003, including the action plan for its implementation adopted by Recipient’s Decree No. 2006-291/PRN/MH/LCD dated October 5, 2006.
16. “Safeguard Documents” means collectively the Environmental and Social Screening and Assessment Framework, as well as the Environmental and Social Management Plans, the Resettlement Action Plans and the Pest Management Plan prepared for specific activities carried out under the Project, if any.
17. “Steering Committee” means the committee established by the Recipient by decision (*arrêté*) no. 109/MDA dated June 27, 2008 for the implementation of Program 11 (Tackling Food Insecurity through the Development of Irrigation) of the Rural Development Strategy.
18. “Technical and Fiduciary Coordination Unit” means the Recipient’s unit established by decision (Arrêté) no. 057/MDA/SG dated April 28 2009 for the implementation of the Recipient’s Agro-Sylvo-Pastoral Exports and Markets Development Project described in the Financing Agreement dated April 24, 2009 between IDA and the Recipient providing for a credit in support of such project (credit 4552-NG).
19. “Training” means the cost of training under the Project, based on annual budgets approved by the World Bank pursuant to Section III.C.3 of Schedule 2 to this Agreement, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

Section II. Modifications to the Anti-Corruption Guidelines

The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

“(b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or

entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

2. Section 11(a) is modified to read as follows:

“... (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”