Financing Agreement

(Agricultural Markets and Agribusiness Development Project - First Additional Financing)

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 21, 2010

CREDIT NUMBER 4720-SN

FINANCING AGREEMENT

AGREEMENT dated June 21, 2010 between the REPUBLIC OF SENEGAL ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Financing Agreement have the meanings ascribed to them in the General Conditions, the Appendix to this Agreement or the Original Financing Agreement.
- 1.03. The Original Financing Agreement is amended as set out in Schedule 1 to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to six million six hundred thousand Special Drawing Rights (SDR 6,600,000) (variously, "Credit" and "Financing") to assist in financing Parts E and F of the Project (the "Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of the Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 15 and September 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is the Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry out the Project 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 — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely, that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) the Recipient has updated the PDMAS *Arrêté* to include the new activities and institutions under the Project; and entered into agreements with SAED and the Affiniam PCU, respectively, in form and substance acceptable to the Association, for the implementation of Parts E and F of the Project; and
 - (b) the Recipient has set up a customized "multi-projects" accounting software for the Project, in form and substance satisfactory to the Association; and
 - (c) the Recipient has furnished to the Association for approval the proposed annual work plan and budget for the first Fiscal Year of the Project giving details of the work plan and budget for the Project for the forthcoming Fiscal Year.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

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

Cable address: Telex: Fascimile:

MINIFINANCES 3203 G 221-821-1630

Dakar

6.03. The Association's Address is:

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

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) or 1-202-477-6391

Washington, D.C. 64145 (MCI)

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

REPUBLIC OF SENEGAL

By //s//H. E. Abdoulaye Diop

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By //s// Habib Fetini

Authorized Representative

SCHEDULE 1

Project Description

Schedule 1 to the Original Financing Agreement (Project Description) is amended as follows:

1. by amending the opening paragraph thereof to read as follows:

"The objectives of the Project are to improve competitiveness of selected domestic supply chains, increase non-traditional agricultural exports and increase rice production in Project areas."

2. by adding immediately after Part D thereof the following Parts E and F:

"Part E: Rehabilitation of irrigation schemes in the Senegal River Valley

Rehabilitation of 7,000 ha of village and private irrigation perimeters for rice production in the Department of Dagana through the carrying out of: (i) field surveys and design studies for each perimeter to be rehabilitated; (ii) rehabilitation of irrigation schemes comprised of primary and secondary canals connecting to tertiary canals at perimeters level as well as water regulation structures and drainage systems; and (iii) implementation of environmental safeguards measures, including the construction or provision of pesticide storage facilities.

Part F: Promotion of intensive rice production in the Bignona River Valley

Promotion of the exploitation of lands in the *Haute Vallée*, *Moyenne Vallée* and *Basse Vallée* zones of the Bignona River Valley protected by the anti-salt dam of Affiniam, through the carrying out of: (i) technical feasibility studies for the design of water management structures; (ii) construction of small water-catchment dikes and irrigation perimeters; and (iii) the improvement of farmers' cultivation capacity through the provision of cultivation equipments, improved seeds, fertilizers, training and the construction or provision of post-harvest storage facilities."

SCHEDULE 2

Project Execution

Section I. <u>Institutional and Other Arrangements</u>

A. Project Coordination and Management

- 1. The Recipient shall maintain the Steering Committee in accordance with the terms of the updated PDMAS *Arrêté*, to be responsible for the overall coordination and oversight of the implementation of the Project.
- 2. The Recipient shall maintain the PDMAS PCU in accordance with the terms of the updated PDMAS *Arrêté*, to be responsible for the implementation, coordination, monitoring, and evaluation of the Project.
- 3. The Recipient shall maintain the Affiniam PCU in accordance with the terms of the Affiniam *Arrêté* and shall ensure that the Affiniam PCU shall implement Part F of the Project in accordance with the terms of the agreements signed between PDMAS PCU and the Affiniam PCU pursuant to Section 5.01(a) of this Agreement.
- 4. The Recipient shall ensure that the SAED shall implement Part E of the Project in accordance with the terms of the agreements signed between PDMAS PCU and the SAED pursuant to Section 5.01(a) of this Agreement.

B. Project Manuals

- 1. The Recipient shall, not later than three (3) months after the Effective Date, update the Project Administrative, Financial and Accounting Manual (PAFAM) and the Project Implementation Manual (PIM), in a manner satisfactory to the Association to meet the requirements of the Project.
- 2. The Recipient shall carry out the Project in accordance with the provisions of the PIM and the PAFAM, and shall not amend, abrogate, repeal, suspend, waive, or otherwise fail to enforce, or permit to be amended, abrogated, repealed, suspended or waived, the PIM or the PAFAM or any provision thereof without the prior written approval of the Association. In case of inconsistency between this Agreement, on the one hand, and the PIM or the PAFAM, on the other hand, the terms of this Agreement shall prevail.

C. Anti-Corruption

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

D. Safeguards

- 1. (a) The Recipient shall have the ESMF, RPF, PPMP and ESMP updated to address the specific requirements of the Project, including, in the case of Part F of the Project, the need, if any, for enhanced mitigation measures for: (i) improved pest and pesticide management; (ii) protection of natural habitats; or (iii) protection of cultural resources, in the event of chance finds, having regard to the findings of the Feasibility Study.
 - (b) To this end, the Recipient shall have the updated ESMF, RPF, PPMP and ESMP prepared and adopted, in form and substance satisfactory to the Association, and thereafter duly disclosed as necessary or appropriate.

2. The Recipient shall:

- (a) not later than 10 months after the Effective Date, undertake, in accordance with terms of reference satisfactory to the Association, a feasibility study (Feasibility Study) for the works to be implemented under Part F of the Project, including: (i) identification of potential adverse environmental impacts inherent in the locations involved in the Project; and (ii) preparation of the draft version of a Dam Safety Plan, giving details of safety measures deemed relevant or appropriate for the construction of dikes; and
- (b) communicate the findings of the Feasibility Study to the Association, and, subject to the Association's comments thereon, proceed thereafter to implement such findings.
- 3. The Recipient shall cause the Project to be implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the updated ESMF, RPF, PPMP and ESMP, and the Dam Safety Plan, and each of the Supplemental Social and Environmental Safeguard Instruments, 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.
- 4. Wherever required in terms of said frameworks, the Recipient shall, for the purposes of any activity, and prior to implementation thereof, proceed to have one or more Supplemental Social and Environmental Safeguard Instruments,
 - (a) prepared in form and substance satisfactory to the Association;
 - (b) except as otherwise agreed with the Association, submitted to the Association for review and approval; and
 - (c) thereafter adopted and locally disclosed.

- 5. The Recipient shall take all measures necessary on its part to regularly collect, compile, and submit to the Association, on a quarterly basis, reports on the status of compliance with said frameworks and plans, giving details of:
 - (a) measures taken in furtherance of such frameworks and plans;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such frameworks and plans; and
 - (c) remedial measures taken or required to be taken to address such conditions.

Dam Safety

6. The Recipient shall:

- (a) prior to the issuance of a request for proposals relating to a contract for the provision of technical services relating to the investigation, design, or construction or the commencement of operations of a dam, furnish to the Association for review and comments the draft terms of reference for such contract, and, subject to the Association's comments thereon, proceed thereafter to appoint for the provision of such services professionals with qualifications and experience satisfactory to the Association;
- (b) not later than 15 days after the completion or receipt of any report relating to dam safety prepared by the Recipient, any independent specialists assessing a dam under construction or targeted under the Project, or professionals appointed by the Recipient to design, construct, fill, and start up a dam, furnish to the Association for review a copy of each such report; and
- (c) furnish to the Association for review, as soon as available, all information relevant to dam safety, including cost estimates, construction schedules, procurement procedures, technical assistance arrangements, environmental and social assessments, along with the dam proposal, technical aspects, inspection reports, and any actions plans relating to dam safety prepared by the Recipient.

- 7. The Recipient shall furnish to the Association for review, no later than three (3) months prior to the Closing Date, operational procedures with respect to dams constructed or targeted under the Project, including retention of written instructions for flood operations and emergency preparedness at such dams at all times, incorporation of necessary modifications to technical criteria for the evaluation of dam safety further to the advent of new technology or information, and application of such revised criteria to such dams and other dams under the Recipient's jurisdiction as necessary.
- 8. The Recipient shall not use the proceeds of the Financing to finance the construction, rehabilitation or expansion of any Large Dam, or for the purposes of any activity which would result in the creation of a Large Dam.

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

A. Project Reports

The Recipient shall monitor and evaluate the progress of Part E and Part F 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 for the Original Project and this Project set forth in the PIM. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than 45 days after the end of the period covered by such report.

B. Financial Management, Financial Reports and Audits

- 1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
- 2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than 45 days after the end of each calendar quarter, interim un-audited financial reports for Part E and Part F of the Project covering the quarter, in form and substance satisfactory to the Association.
- 3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

- 1. **Goods and Works.** Except as otherwise provided in paragraph 3 below, all goods and works required for Part E and part of Part F of 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 Schedule.
- 2. **Consultants' Services.** Except as otherwise provided in paragraph 3 below, all consultants' services required for Part E and part of Part F of 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 Schedule.
- 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 the Consultant Guidelines.

B. Particular Methods of Procurement of Goods and Works

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

Procurement Method
National Competitive Bidding
Limited International Bidding
Community-based Procurement
Shopping
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 for Parts E and F of the Project shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
- 2. **Other Methods of Procurement of Consultants' Services**. The following table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

Procurement Method
Least-Cost Selection
Selection Based on Consultant's Qualifications
Selection under a Fixed Budget
Quality-Based Selection
Individual Consultants
Single Source Selection

D. Review by the Bank of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association 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 Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of taxes)
(1) Works under Part E of the Project	5,050,000	100%
(2) Goods and Consultants' services, including audits under Part E of the Project	170,000	100%
(3) Works under Part F of the Project	930,000	100%
(4) Goods, Consultants' services, including audits, Operating Costs and Training under Part F of the Project	450,000	100%
TOTAL AMOUNT	6,600,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement except that withdrawals up to an aggregate amount not to exceed SDR 1,300,000 equivalent may be made for payments made prior to this date but on or after December 15, 2009, for Eligible Expenditures under Categories (1), (2) and (4); or
 - (b) under Category (3), unless: (i) the Recipient has adopted a Dam Safety Plan, in form and substance acceptable to the Association, based on the findings of the Feasibility Study; and (ii) the updated ESMF, PPMP, RPF

and ESMP, have, for the purposes of Part F of the Project, been finalized, adopted and disclosed, in accordance with Section I.D.1 of Schedule 2 to this Agreement.

2. The Closing Date of the Original Project and the Project is December 31, 2012.

Section V. Other Arrangements

- 1. The Recipient shall, not later than two (2) months after Effective Date amend the terms of reference of the auditors for the Original Project in order to extend them to cover the Project.
- 2. The Recipient shall, not later than June 30, 2011, recruit a new international auditing firm having qualifications and experience acceptable to the Association to be in charge of audits under the Project and the Original Project, pursuant to terms of references satisfactory to the Association.
- 3. The Recipient shall cause the Affiniam PCU to recruit, not later than three (3) months after Effective Date, a rural engineer and an agricultural economist, having qualifications and experience, and pursuant to terms of references satisfactory to the Association.

4. Annual Work Plans and Budgets

The Recipient shall:

- (i) no later than March 31 prior to the beginning of each Fiscal Year or, in the case of the First Fiscal Year, as soon as practicable thereafter, furnish to the Association for approval the proposed annual work plan and budget for the Project, of such scope and in such detail as the Association shall have reasonably requested, giving details of the work plan and budget for the Project for the forthcoming Fiscal Year; and
- (ii) thereafter ensure that the Project is carried out in accordance with such plan and budget as approved by the Association.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 15 and September 15:	
commencing September 15, 2020 to and including March 15, 2030	1%
commencing September 15, 2030 to and including March 15, 2050	2%

^{*} The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

APPENDIX

Section I. Definitions

- 1. "Affiniam *Arrêté*" means the *Arrêté* No. 01771, dated February 24, 2010 pursuant to which the Affiniam PCU for the Affiniam Project was established, as updated pursuant to Section I.A of Schedule 2 to this Agreement.
- 2. "Affiniam PCU" means the unit (*Cellule d'Aménagement Hydroagricole de la Vallée de Bignonam*) established by the Affiniam *Arrêté*.
- 3. "ANCAR" means *Agence Nationale de Conseil Agricole et Rural* established and operating pursuant to the Laws of the Recipient.
- 4. "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.
- 5. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 6. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in May 2004 and revised in October 2006.
- 7. "Dam Safety Plan" means the Recipient's guidelines included in the Feasibility Study, setting out generic safety measures for the construction supervision and quality assurance, instrumentation, and operation and maintenance of, and emergency preparedness in relation to, Small Dams for the Project, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to such plan.
- 8. "Displaced Person" means any 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.
- 9. "Environmental and Social Management Framework" or "ESMF" means the Recipient's ESMF for the Original Project, to be updated in accordance with the terms of Section I.D.1 of Schedule 2 to this Agreement, setting forth, *inter alia*, guidelines, procedures, timetable and other specifications designed to offset adverse environmental and social impacts related to Project activities, or to

- reduce them to acceptable levels, or to enhance positive impacts, including resettlement of the Displaced Person.
- 10. "Environmental and Social Management Plan" or "ESMP" means the ESMP for the Original Project, to be updated in accordance with the terms of Section I.D.1 of Schedule 2 to this Agreement, giving details of measures appropriate or required to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental and social impacts, or reduce such impacts to acceptable levels, together with budget and costs estimates, sources of funding, adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, such environmental and social management plan.
- 11. "Environmental Management Plan" or "EMP" means any environmental management plan required pursuant to the ESMF, acceptable to the Association, giving details of measures appropriate or required to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, together with budget and costs estimates, sources of funding, adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, such environmental management plan.
- 12. "Feasibility Study" means the feasibility study for the works to be implemented under Part F of the Project to be finalized pursuant to Section I.D.2 of Schedule 2 to this Agreement.
- 13. "Fiscal Year" means the 12-month period from January 1 to December 31; provided, however, that, in the case of the first Fiscal Year of the Project ("First Fiscal Year"), the Fiscal Year period shall run from the date of this Agreement to December 31 next following.
- 14. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 1, 2005 (as amended through October 15, 2006).
- 15. "Large Dam" means a dam: (i) 15 meters or more in height; (ii) between 10 and 15 meters in height and presenting special design complexities; or (iii) under 10 meters in height and expected to reach or exceed 15 meters in height during operation.
- 16. "Operating Costs" means incremental recurrent expenditures incurred for purposes of the implementation of Part F of the Project, on account of office supplies, fuel and maintenance of vehicles, maintenance of equipment, telephone and other communications charges, office rent and insurance for vehicles,

- motorcycles and office equipment and furniture, bank and services fees, travel and supervision, but excluding salaries of the Recipient's civil service.
- 17. "Original Financing Agreement" means the financing agreement (Credit No. 4151-SE) dated July 26, 2006, between the Recipient and the International Development Association, for the Agricultural Markets and Agribusiness Development Project, as amended to the date of this Agreement.
- 18. "Original Project" means the project described in the Original Financing Agreement.
- 19. "PDMAS *Arrêté*" means the *Arrêté* No. 005621, dated August 22, 2006, pursuant to which the project coordination unit for the Original Project was established.
- 20. "PDMAS PCU" means the project coordination unit established by the PDMAS *Arrêté*, as updated pursuant to Section 5.01(a) of this Agreement this Agreement.
- 21. "Pest and Pesticide Management Plan" or "PPMP" means the pest management plan for the Original Project, to be updated in accordance with the terms of Section I.D.1 of Schedule 2 to this Agreement, setting out the measures to be taken for the development and implementation of integrated pest management and safe handling of pesticides in the course of Project implementation, as the same may be modified from time to time with the prior written agreement of the Association, and such term includes any schedules or annexes to such Plan.
- 22. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October, 2006.
- 23. "Procurement Plan" means the Recipient's procurement plan for the Project, dated March 26, 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.
- 24. "Program" means the program designed to increase non-traditional agricultural exports and producers revenues and set forth or referred to in the letter dated November 11, 2005 from the Recipient to the Association.
- 25. "Project Administrative, Financial and Accounting Manual" or "PAFAM" means the manual for the Original Project to be updated pursuant to Section I.B.1 of Schedule 2 hereof, setting out detailed administrative, financial, and accounting for the implementation of the Project, as the same may be amended from time to time, and such term includes any schedules to the PAFAM.
- 26. "Project Implementation Manual" or "PIM" means the manual for the Original Project to be updated pursuant to Section I.B.1 of Schedule 2 hereto, setting out

- detailed institutional, organizational and other arrangements for the implementation of the Project, as the same may be amended from time to time, and such term includes any schedules to the PIM.
- 27. "Resettlement Action Plan" or "RAP" means the Recipient's plan, to be agreed with the Association and setting out the arrangements, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under a specific activity, 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 agreement of the Association, and such term includes any schedules or annexes to said plan.
- 28. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework of the Recipient for the Original Project, dated July 22, 2005, to be updated in accordance with the terms of Section I.D.1 of Schedule 2 to this Agreement, setting forth, *inter alia*, guidelines, procedures, timetable and other specifications of the resettlement / compensation to be made under the Project to Displaced Persons.
- 29. "SAED" means Société Nationale d'Aménagement et d'Exploitation des Terres du Delta du Fleuve Sénégal et des Vallées du Fleuve Sénégal et de la Falémé established and operating pursuant to the laws of the Recipient;
- 30. "Small Dam" means a dam other than a Large Dam.
- 31. "Social and Environmental Safeguard Frameworks" means, collectively, the Environmental and Social Management Framework, and the Resettlement Policy Framework.
- 32. "Steering Committee" means the steering committee established by the PDMAS *Arrêté*, as updated pursuant to Section 5.01(a) of this Agreement.
- 33. "Supplemental Social and Environmental Safeguard Instruments" means any EMP, RAP, or other supplemental social and environmental safeguard instruments as required under the terms of any of the Social and Environmental Safeguard Frameworks.
- 34. "Training" means the costs of training under the Project, based on the annual work plans and budgets referred to in Section V.4 of Schedule 2 to this Agreement, as approved by the Association, attributable to seminars, workshops, and study tours, along with costs associated with travel and subsistence allowances 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.