

Public Disclosure Authorized

**CONFORMED COPY**

**GRANT NUMBER H309-NIR**

# **Financing Agreement**

**(Multi-Sector Demographic Project)**

**between**

**REPUBLIC OF NIGER**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated June 29, 2007**

Public Disclosure Authorized

**GRANT NUMBER H309-NIR**

**FINANCING AGREEMENT**

AGREEMENT dated June 29, 2007, entered into between the REPUBLIC OF NIGER (“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 six million seven hundred thousand Special Drawing Rights (SDR 6,700,000) (“Financing”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The 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 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; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Recipient has adopted a Project Implementation Manual in form and substance satisfactory to the Association.
  - (b) The Recipient has adopted a Plan for technical assistance (both international and national) for the implementation of the Project, including in the areas of communication, monitoring and evaluation, gender and project management, in form and substance satisfactory to the Association.
  - (c) The Recipient has recruited the following key staff for the Ministry of Population, with terms of reference, qualification and experience satisfactory to the Association: (i) a Procurement Specialist; and (ii) an accountant.
  - (d) The Recipient has recruited an external auditor for the Project, with terms of reference, qualification and experience satisfactory to the Association.
  - (e) The Recipient has established a computerized information system for the financial management of the Project (including software customization, adoption of the Project Manual of Financial, Accounting and Administrative Procedures in form and substance satisfactory to the Association, training and short term assistance) in the Ministry of Population, 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 the Minister of the Recipient at the time responsible for finance.

- 5.02. The Recipient's Address is:

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

Facsimile: (227) 20 73 59 34

- 5.03. The Association's Address is:

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

Cable address:	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/ Ali M. Lamine Zeine**

**Authorized Representative**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By /s/ Ousmane Diagana**

**Authorized Representative**

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to strengthen the Recipient's capacity to address its demographic challenges through: (i) enabling the Ministry of Population to design and implement a nationwide multi-sector population program; and (ii) increasing general awareness on population and reproductive health issues.

The Project consists of the following parts:

#### *Part 1: Advocacy and Communication*

Supporting nationwide and culturally sensitive advocacy, information, education and communication and behavior change communication campaigns, including through broad mass media campaigns and other means of communication, dissemination of the works of researchers, decision makers and other stakeholders, aiming at all components of the Recipient's society, including its leadership, traditional authorities and religious leaders.

#### *Part 2: Women's Autonomy and Couples' Empowerment*

Strengthening women social status and autonomy both at central and regional levels, including through support to: (i) enhance women's economic opportunities; (ii) trigger legal reforms, including measures aimed at rising the minimum age at first marriage; and (iii) reinforce efforts to improve female school enrollments and performance.

#### *Part 3: Harmonization and Coordination of Multi-sector Interventions*

Supporting the organization of a national program approach to population and reproductive health issues, including through: (i) the implementation of the Government Declaration on Population Policy; (ii) the preparation of annual work programs; and (iii) the launching of a population program approach.

#### *Part 4: Capacity Building and Monitoring and Evaluation*

Support to: (i) Institutional strengthening; (ii) capacity building in the Ministry of Population and its partners; and (iii) improving data collection, analysis, dissemination and utilization.

**SCHEDULE 2****Project Execution****Section I. Implementation Arrangements****A. Institutional Arrangements**

The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

1. The Steering Committee, chaired by the General Secretary of the Ministry of Population and composed of representatives from the Recipient's ministries and agencies involved in the implementation of the Project, the private sector and civil society (including traditional leaders and religious authorities), shall be responsible for discussing and reviewing strategies and monitoring and assessing the implementation of the Project and its results. The Steering Committee is supported by a Technical Committee (the "*Comité Restreint*"), including representatives of the ministries in charge of women's promotion and child protection, public health, national education, post primary and superior educations, research and technology, rural development, youth and sports, and justice. The Association and the other development partners supporting the population and reproductive health sector shall be invited to participate to the meetings of the Steering Committee as observers.
2. The Ministry of Population shall be responsible for the daily implementation of the Project.
  - (a) The Ministry of Population's Planning and Studies Directorate shall be responsible, *inter alia*, for consolidating the planning and programming of the Project activities, including from the second year of the Project through annual work programs satisfactory to the Association.
  - (b) The Ministry of Population's Financial Affairs Directorate shall be responsible, *inter alia*, for the overall administrative, procurement and financial management of the Project.
  - (c) The Ministry of Population's Technical Directorates and its partners shall be responsible, *inter alia*, for the preparation and technical implementation of their respective activities carried out as part of the Project.

**B. Project Manuals and Staff**

1. The Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual, and the Project Manual of Financial,

Accounting and Administrative Procedures, and shall not, unless the Association shall otherwise agree, amend or waive any provision thereof.

2. The Ministry of Population shall, throughout the implementation of the Project, maintain sufficient staff with terms of reference, qualification and experience 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 calendar semester, and shall be furnished to the Association not later than one 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:
  - (i) Annual work programs are designed, including monitoring and evaluation indicators, adopted after annual consultation with stakeholders and donors, and implemented under monthly supervisions of the Ministry of Population;
  - (ii) On the Closing Date, 85% of the population over the age of 15 has been sensitized on population and reproductive health issues;
  - (iii) On the Closing Date, the age at first marriage (median age) among women aged 25-49 has increased from 15.5 years to 16.5 years;
  - (iv) On the Closing Date, the percentage of children aged 0-5 months exclusively breast-fed has increased from 13.5% to 20%; and
  - (v) On the Closing Date, prevalence of modern contraceptive use among women in union aged 20-24 has increased from 4.4 to 7%.
2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than September 30, 2013.



**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 forty five days after the end of each calendar quarter, interim un-audited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal under the Project Preparation Advance was made. 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.** All goods 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**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods.** The following table specifies the methods of procurement, other than International Competitive Bidding, which

may be used for goods. 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. 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) Least Cost Selection
(b) Selection Under a Fixed Budget
(c) Selection based on the Consultant’s Qualifications
(d) Single Source Selection
(e) 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) for the procurement of goods each contract estimated to cost the equivalent of \$200,000 or more, and the first two contracts procured on the basis of each procurement method; and
- (b) each contract for consultant services provided by a firm estimated to cost the equivalent of \$100,000 or more, each contract for consultant services provided by an individual estimated to cost the equivalent of \$50,000 or more, and each contract for consultant services procured on the basis of Single Source Selection, each contract for Training, the first two contracts for each selection method irrespective of the amount, all terms of reference for contract estimated to cost the equivalent of \$5,000 or more; and all amendments to contracts raising the initial contract value by more than fifteen per cent of the original amount or above the prior review threshold.

All other contracts shall be subject to Post Review by the Association.

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

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (all taxes included)</b>
(1) Goods and consultants’ services for the Project including audit and Training	4,700,000	100%
(2) Operating Costs	650,000	100%
(3) Refund of Project Preparation Advance	660,000	Amount payable pursuant to Section 2.07 of the General Conditions
(4) Unallocated	690,000	
<b>TOTAL AMOUNT</b>	<b>6,700,000</b>	

**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.
2. The Closing Date is March 31, 2013.

**Section V. Other Undertakings**

- A. Each year starting from January 1, 2011, the Recipient shall include in its budget sufficient resources for the efficient operation of the Ministry of Population.
- B. No later than December 31, 2011, the Recipient shall take all actions required on its part to effectively rise the legal age of first marriage.
- C. No later than thirty (30) months after the Effective Date, or such later date as may be agreed upon by the Recipient and the Association, the Recipient and the Association shall carry out a mid term review of the Project, covering the progress achieved in the implementation of the Project. The Recipient shall prepare under terms of reference satisfactory to the Association, and furnish to the Association about three months prior to the beginning of such mid term review of the Project, 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 carrying out of the Project and the achievement of the objectives of the Project during the period following such date.

## APPENDIX

### Definitions

1. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
2. “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.
3. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005.
4. “Government Declaration on Population Policy” means the Recipient’s document entitled “*Déclaration du Gouvernement en Matière de Politique de Population*” dated February 2007, prepared by the Ministry of Population and adopted by the Council of Ministers on February 13, 2007.
5. “Ministry of Population” means the *Ministère de la Population et des Réformes Sociales*, the Recipient’s ministry in charge, *inter alia*, of population issues.
6. “Operating Costs” means the incremental operating expenses incurred on account of the Project implementation, management and monitoring including rent for buildings; office, vehicles, office equipment and other operation and maintenance costs; water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, per diem, but excluding the salaries of officials and public servants of the Recipient’s civil service.
7. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004, and revised in October 2006.
8. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 10, 2007 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.
9. “Project Implementation Manual” means the Recipient’s guidelines and procedures satisfactory to the Association to be used for the purpose of implementing the Project, including in the areas of monitoring and evaluation, coordination, support eligibility, social and environment, and other provisions related to the institutional organization, as such guidelines and procedures may be amended from time to time in agreement with the Association, and such term includes any schedule to the Project Implementation Manual.

10. “Project Manual of Financial, Accounting and Administrative Procedures” means the Recipient’s manual satisfactory to the Association, containing financial, administrative and accounting procedures applicable to the Project, as such manual may be amended from time to time in agreement with the Association, and such term includes any schedule to the Project Manual of Financial and Administrative Procedures.
11. “Project Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on October 25, 2006 and on behalf of the Recipient on December 4, 2006.
12. “Steering Committee” means the Recipient’s committee entitled “*Comité de Pilotage du PRODEM*” established by *arrêté* no. 0003/MP/AS//DL dated February 23, 2007 for the creation, missions and composition of the Steering Committee.
13. “Technical Committee” means the Recipient’s committee entitled “*Comité Restreint*” established by *arrêté* no. 0013/MP/RS//DL dated April 4, 2007 for the creation, missions and composition of the Technical Committee.
14. “Training” means the training of persons involved in Project-supported activities, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs of 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.