Financing Agreement

(Additional Financing for the Urban Water Supply and Sanitation Project
(formerly Urban Water Supply Project))

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
CREDIT NUMBER 6452-CI

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF CÔTE D'IVOIRE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities relating to the Original Project. 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) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of one hundred thirty-three million eight hundred thousand Euros (EUR 133,800,000) (variously, "Credit" 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 III of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.

2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance.

2.06. The Payment Dates are June 15 and December 15 in each year.

2.07. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
2.08. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project, including through MH, the PCU, ONEP and ONAD, in accordance with the provisions of Article V of the General Conditions and, Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister in charge of economy and finance.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

Ministry of Economy and Finance
Avenue Marchand Rue Lecoeur
Immeuble SCIAM
BP V 163 Abidjan
Cote d’Ivoire; and

(b) the Recipient’s Electronic Address is:

Facsimile:
225 20 30 25 28

5.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association’s address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
(b) the Association’s Electronic Address is:
    Telex: 248423 (MCI)
    Facsimile: 1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF COTE D’IVOIRE

By: [Signature]

Authorized Representative

Name: Adama KONE
Title: [Title]
Date: 12/3 JUIL 2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: [Signature]

Authorized Representative

Name: Coralie Gevers
Title: Country Director
Date: 12/3 JUIL 2019
SCHEDULE 1

Project Description

The objective of the Project is to increase access and quality of water services and access to sanitation in selected urban areas, and to improve planning and monitoring of the urban water sector.

The Project consists of the following parts:

Part A: Urban Water Supply

Carrying out a program of activities to: (i) construct water treatment plants, boreholes, water intakes and pumping stations in selected urban centers; (ii) construct storage tanks; (iii) construct water transmission lines and expand water distribution networks; (iv) install social water connections; (v) perform works supervision; and (vi) perform relevant technical and socio-environmental design studies.

Part B: Urban Sanitation

Carrying out a program of activities to: (i) construct or rehabilitate sanitation, hygiene and water facilities in selected public areas such as schools and health facilities; (ii) provide institutional strengthening through the preparation of relevant studies, including inter alia, a national sanitation strategy, and sanitation and drainage master plans; (iii) carry out hygiene promotion and awareness campaigns; and (iv) support capacity building and Training for ONAD.

Part C: Urban Water Sector Strengthening

Carrying out a program of activities to: (i) (a) provide institutional strengthening through the preparation of relevant studies and technical assistance to advance the urban water sector strategic planning, monitoring and financing, and to improve water resource management, (b) including an inventory of urban water supply sector assets, the development of a financial model for the urban water supply sector and an audit of the Affermage Contract and the ONEP Agreement; (ii) establish district metered areas for leak detection in selected urban areas; (iii) design, install and maintain a digital hydrological data collection platform; (iv) renew essential water assets, including inter alia water distribution networks, hydraulics and electromechanical equipment; (v) provide capacity building for ONEP in financial planning and operations monitoring; and (vi) provide further capacity building and Training required by the Project for MH and ONAD.

Part D: Project management

Carrying out a program of activities to provide: (i) operations and strengthened capacity of the PCU and ONEP in Project management; and (ii) further support to the PCU, MH, ONEP and ONAD, for Project management and implementation, including through the
provision of technical assistance, Operating Costs, Training, goods, consultants and services for the required purpose.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Provisions

1. Not later than one (1) month after the Effective Date or at a later date agreed upon with the Association, the Recipient shall reestablish, and thereafter maintain throughout Project implementation, a steering committee ("Steering Committee") whose updated mandate, terms of reference and composition shall be acceptable to the Association: (i) to be responsible for overall oversight and strategic leadership of the Project; and (ii) to verify that activities are consistent with sector strategy and ensure cross-sectoral coordination with other line-ministries. The Steering Committee shall be chaired by the Minister of Water or their designate, and include representatives inter alia of the Ministry of Economy and Finance, the Ministry of Budget, and the Ministry of Sanitation and Public Hygiene.

2. The Recipient shall maintain, throughout Project implementation, a unit staff in sufficient number, with experience and qualifications satisfactory to the Association, and with terms of reference and resources satisfactory to the Association, headed by a Project coordinator, and supported by qualified and experienced staff in adequate number ("Project Coordination Unit" or "PCU") to be responsible, under the overall oversight and strategic leadership of the Steering Committee, for carrying out the Project, including (i) the day-to-day coordination; (ii) monitoring and evaluation; (iii) safeguards supervision of the Project; (iv) preparation of Annual Work Plans and Budgets; (v) procurement; (vi) financial management matters; (vii) reporting; (viii) communication activities; and (ix) filing and compilation of documents for audit purposes.

B. Project Implementation Obligations

1. To facilitate the carrying out of the Project, the Recipient shall, not later than one (1) month after the Effective Date or at a later date agreed upon with the Association, update to the satisfaction of the Association, and maintain the contract entered into with the PCU under the Original Project, vesting responsibility in the PCU for the overall management, monitoring and supervision of the Project, and setting out details of the roles and responsibilities of the PCU under the Project ("PCU Project Implementation Support Contract").

2. To facilitate the carrying out of Parts A and C of the Project, the Recipient shall, not later than one (1) month after the Effective Date or at a later date agreed upon with the Association, update to the satisfaction of the Association, and maintain the contract entered into with ONEP and the PCU under the Original Project,
vesting responsibility in ONEP for the technical management of Parts A and C of the Project, and specifying ONEP’s roles and responsibilities ("ONEP Project Implementation Support Contract").

3. To facilitate the carrying out of Part B of the Project, the Recipient shall, not later than one (1) month after the Effective Date or at a later date agreed upon with the Association, enter into an implementation support contract with ONAD and the PCU, satisfactory to the Association, vesting responsibility in ONAD for the technical management of Part B of the Project, and specifying ONAD’s roles and responsibilities ("ONAD Project Implementation Support Contract").

4. The Recipient shall exercise its rights and carry out its obligations under the Project Implementation Support Contracts in such manner as to protect the interests of the Recipient and the Association, and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Project Implementation Support Contracts or any of their provisions.

5. The Recipient shall ensure that, throughout Project implementation, each of the PCU, ONEP, and ONAD, maintains a level of institutional resources and capacity adequate and deemed satisfactory to the Association to efficiently carry out its roles and responsibilities under the Project.

C. Project Implementation Manual

1. The Recipient shall carry out the Project in accordance with the Project Implementation Manual.

2. No later than two (2) months after the Effective Date or at a later date agreed upon with the Association, the Recipient shall update the Project Implementation Manual to include inter alia provisions relating to institutional arrangements, additional activities under the Project, financial management and procurement procedures, in a manner and substance satisfactory to the Association, to reflect the specific content and design of the Project and ensure consistency with its objectives.

3. Except as the Association shall otherwise agree in writing, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof. In the event of any inconsistency between this Agreement and the Project Implementation Manual, the provisions of this Agreement shall prevail.
D. Anti-Corruption

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

E. Annual Work Plans and Budgets

1. The Recipient shall prepare, in accordance with terms of reference acceptable to the Association, and furnish to the Association, not later than November 30 of each Fiscal Year throughout the implementation of the Project, a work plan of activities proposed for inclusion in the Project for the next calendar year, together with a budget for such activities and a timetable for their implementation.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan and budget; and, thereafter, carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the Association (“Annual Work Plan and Budget”).

3. Only such activities as shall have been included in the Annual Work Plan and Budget shall be eligible for inclusion in the Project and for financing out of the proceeds of the Credit.

4. For purposes of any proposal for Training to be included under an Annual Work Plan and Budget, the Recipient shall ensure that each such proposal shall include:

   (a) details of: (i) the objective and content of the training or workshop envisaged, (ii) the selection method of institutions or individuals conducting such training or workshop, (iii) the expected duration and an estimate of the cost of the training or workshop, and (iv) the candidates selected to attend the training or workshop; and

   (b) an undertaking on the part of such candidates to submit a brief report indicating what skills have been acquired and how these skills will contribute to enhance their performance or otherwise contribute to the attainment of the objective of the Project.

F. Safeguards

1. The Recipient shall carry out the Project in accordance with the provisions of the Safeguard Instruments.

2. Without limitation on the provisions of paragraph 1 immediately above, the Recipient shall take the following measures:
(a) If any Project activity would, pursuant to the ESMF, require the preparation of an ESIA (including an ESMP), no such activity shall be implemented unless such ESIA has been: (i) prepared in accordance with such ESMF and furnished to the Association; (ii) disclosed locally as required by the ESMF; and (iii) approved by the Association and publicly disclosed.

(b) If any Project activity would, pursuant to the RPF, require the preparation of a RAP, no such activity shall be implemented, unless:

(i) a RAP for such activity has been: (A) prepared in accordance with the requirements of the RPF and furnished to the Association; (B) disclosed as required by the RPF; and (C) approved by the Association and publicly disclosed; and

(ii) (A) all measures required to be taken under said RAP prior to the initiation of said activity have been taken, including, without limitation to the above, providing funds for resettlement compensation when and if required under a RAP; (B) a report, in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP has been prepared and furnished to the Association; and (C) the Association has confirmed that the implementation of said activity may be commenced.

3. The Recipient shall not amend or waive, or permit to be waived, any Safeguard Instrument, or any provision of any one thereof, without the prior written approval of the Association.

4. The Recipient shall ensure that all measures for carrying out the recommendations of the Safeguard Instruments are taken in a timely manner.

5. The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the Safeguard Instruments.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of the Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; (c) adopt and enforce codes of conduct that should be
provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.

7. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall:
   (a) include in the Project Reports referred to in Section II. of this Schedule adequate information on monitoring the measures defined in the Safeguard Instruments, giving details of:
       (i) measures taken in furtherance of such Safeguard Instruments;
       (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and
       (iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such Safeguard Instruments; and
   (b) afford the Association a reasonable opportunity to exchange views with the Recipient on such reports.

8. Each such report referred to in paragraph 7 immediately above shall be furnished to the Association not later than forty-five (45) days after the end of the six (6) month period covered by such report and the first such report shall be furnished to the Association not later than forty-five (45) days after the end of the six (6) month period in which the activities of the Project commenced.

9. The Recipient shall maintain, throughout Project implementation, and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering said calendar semester.
Section III. Withdrawal of the Proceeds of the Financing

A. General

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in EUR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training for the Project, except Parts A(i)-(v), C(i)(b), C(v) and D(i)</td>
<td>43,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, consulting and non-consulting services, consultants’ and non-consulting services, Operating Costs and Training for Parts A(i)-(v), C(v) and D(i) of the Project</td>
<td>90,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>133,800,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
   (a) for payments made prior to the Signature Date; or
   (b) under Category (2), until and unless proceeds under the Original Financing have entirely disbursed.

2. The Closing Date is April 30, 2024.
Section IV.  Other Undertakings

A.  Financial Management.

1.  Not later than one (1) month after the Effective Date or at a later date agreed upon with the Association, the Recipient shall have updated the accounting software under the Original Project, to the satisfaction of the Association.

2.  Not later than three (3) months after the Effective Date or at a later date agreed upon with the Association, the Recipient shall: (A) provide evidence satisfactory to the Association that dedicated funds and other resources, including staffing and budget, have been provided pursuant to Section 5.03 of the General Conditions to: (i) strengthen the internal audit function for the Project; and (ii) conduct reviews of transactions under the Project at least bi-annually; and (B) have revised the terms of reference of the external auditor to include the new scope and activities added to the Project, to the satisfaction of the Association.
# SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each June 15 and December 15:</td>
<td>1.65%</td>
</tr>
<tr>
<td>commencing December 15, 2024 to and including June 15, 2044</td>
<td></td>
</tr>
<tr>
<td>commencing December 15, 2044 to and including June 15, 2049</td>
<td>3.40%</td>
</tr>
</tbody>
</table>

* 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 3.05 (b) of the General Conditions.
APPENDIX

Definitions


2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

3. “Basis Adjustment to the Interest Charge” means the Association’s standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.

4. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.

5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

6. “Displaced Persons” means one or more persons who, on account of the execution of the Project, have 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.

7. “Environmental and Social Impact Assessment” or “ESIA” means an environmental and social impact assessment to be conducted by the Recipient in accordance with the procedures and requirements under the ESMF with the aim of identifying and evaluating environmental impacts and risks associated with the Project activities, as such ESIA may be amended from time to time with the prior written approval of the Association; and “ESIAs” means, collectively, all such ESIA.

8. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s environmental and social management framework, disclosed in
country on September 28, 2016 and at the Association’s *Infoshop* on September 28, 2016, as updated and disclosed in-country and on the Association’s website on May 4, 2019, giving details of the policies and procedures designed to maximize the benefits of the Project, eliminate, mitigate or offset any adverse environmental impacts, or reduce such impacts to acceptable levels, along with procedures for the protection of cultural property, as such ESMF may be amended subject to compliance with the same approval formalities as applied to the adoption of the ESMF.

9. “Environmental and Social Management Plan” or “ESMP” means an environmental and social management plan, to facilitate the achievement of the objectives of the respective ESIA under the Project, defining: (a) the measures to be taken during the implementation of a particular activity to eliminate or offset adverse environmental or social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as such ESMP may be amended from time to time with the prior written approval of the Association; and “ESMPs” means, collectively, all such ESMP.

10. “Fiscal Year” or “FY” means the Recipient’s fiscal year commencing on January 1 and ending on December 31 of the same year.


15. “ONAD Project Implementation Support Contract” means the contract among the Recipient, ONAD and the PCU referred to in Section B.3. of Schedule 2 to this Agreement, as further described in the Project Implementation Manual, to be responsible for technical implementation of Part B of the Project, including, *inter alia*, the following: (i) all technical management of the conception, construction and rehabilitation works of the Project; and (ii) provision of quality control for infrastructural work and ensuring that appropriate standards are maintained.

16. “ONEP” means *Office National de l’Eau Potable*, the Recipient’s National Water Supply Agency, a state-owned enterprise established pursuant to Decree No. 2006-
274, dated August 23, 2006, and existing and operating pursuant to laws of 
Recipient, or any successor thereto.

17. "ONEP Agreement" means the Convention-cadre between the Ministry of 
Economic Infrastructure, the Ministry of Budget and ONEP, dated September 3, 
2014.

18. "ONEP Project Implementation Support Contract" means the contract among the 
Recipient, ONEP and the PCU referred to in Section B.2. of Schedule 2 to this 
Agreement, formerly referred to as "implementation support contract" prior to its 
requalification through this Agreement, as updated and further described in the 
Project Implementation Manual, to be responsible for technical implementation of 
Parts A and C of the Project, including, inter alia, the following: (i) all technical 
management of the conception, construction and rehabilitation works of the 
Project; and (ii) provision of quality control for infrastructural work and ensuring 
that appropriate standards are maintained.

19. "Operating Costs" means incremental recurrent expenditures incurred for purposes 
of implementation of the Project on account of local contractual support staff 
salaries; travel expenditures and other travel-related allowances; equipment rental 
and maintenance; vehicle operation (including fuel), maintenance and repair; 
office rental and maintenance, materials and supplies; and utilities, media 
information campaigns and communications' expenses, but excluding the salaries 
of officials and public servants of the Recipient's civil service.

20. "Original Financing Agreement" means the Financing Agreement of the Original 
Project, dated February 20, 2017, as amended.

5921-C1, now Urban Water Supply and Sanitation Project, as modified.

22. "PCU Project Implementation Support Contract" means the contract referred to in 
Section B.1. of Schedule 2 to this Agreement, as further described in the Project 
Implementation Manual.

23. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix 
to the General Conditions, the "World Bank Procurement Regulations for IPF 

24. "Project Coordination Unit" and "PCU", each means the unit referred to in Section 
I.A.2. of Schedule 2 to this Agreement.

25. "Project Implementation Manual" means the manual of the Project referred to in 
Section 4.01 of the Original Financing Agreement, and Section I.C of Schedule 2 
to this Agreement, as the same may be updated or adapted for purposes of this
Project or otherwise amended from time to time, with the approval of the Association, and such term includes any schedules and attachments supplemental to the Project Implementation Manual.


27. “Resettlement Action Plan” or “RAP” means a resettlement action plan to be prepared by the Recipient in accordance with the procedures and requirements under the RPF, setting out, for a particular activity, actions and measures for compensation and resettlement of Displaced Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the RAP, as such plan may be revised from time to time with prior written approval of the Association; and “RAPs” means, collectively, all such RAP.

28. “Resettlement Policy Framework” or “RPF” means the Recipient’s Resettlement Policy Framework disclosed in-country on September 28, 2016 and at the Association’s Infoshop on September 28, 2016, as updated and disclosed in-country and on the Association’s website on May 2, 2019, giving details of the policies and procedures governing compensation, rehabilitation and resettlement assistance in favor of Displaced Persons, as such RPF may be amended subject to compliance with the same approval formalities as applied to the adoption of the RPF.

29. “Safeguard Instruments” means, collectively, the ESMF, RPF, ESIA, ESMPs and RAPs, and “Safeguard Instrument” means any one such instrument.

30. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.


32. “Steering Committee” means the Steering Committee referred to in Section I.A.1. of Schedule 2 to this Agreement, and established pursuant to Arrêté No. 538/MIE/CAB of August 16, 2016, as it may be amended from time to time.

33. “Training” means training and training-related activities under the Project, including seminars, workshops and study tours, together with all costs associated
with travel and subsistence allowances for training participants, trainers’ fees, rental of training facilities, preparation and reproduction of training materials and other activities reasonably incidental to the preparation and implementation of training activities.