
CREDIT NUMBER 7013-NE
GRANT NUMBER D956-NE

Financing Agreement

(Accelerating Electricity Access Project (Haské))

between

REPUBLIC OF NIGER

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7013-NE
GRANT NUMBER D956-NE

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF NIGER ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of assisting in financing the project described in Schedule 1 to this Agreement ("Project"). The Association has decided to provide a portion of this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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 grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) an amount equivalent to one hundred nine million six hundred thousand Special Drawing Rights (SDR 109,600,000) ("Grant"); and
 - (b) the amount of one hundred thirty-three million one hundred thousand Euros (EUR 133,100,000 ("Credit").
- 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plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.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 Payment Dates are May 15 and November 15 in each year.

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- 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 Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the MPA Program. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entities in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreements.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) the Recipient no longer has an adequate refugee protection framework;
 - (b) the Project Implementing Entities' Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entities to perform any of its obligations under the Project Agreements; and
 - (c) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entities of their obligations under the Project Agreements.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The ESMAP Grant Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
 - (b) The Association is satisfied that the Recipient has an adequate refugee protection framework.
 - (c) The NIGELEC Subsidiary Agreement has been executed on behalf of the Recipient and NIGELEC, and the NIGELEC Subsidiary Agreement has been duly authorized by the Recipient and NIGELEC and is legally binding upon the Recipient and NIGELEC in accordance with its terms.

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- (d) The ANPER Subsidiary Agreement has been executed on behalf of the Recipient and ANPER, and the ANPER Subsidiary Agreement has been duly authorized by the Recipient and ANPER and is legally binding upon the Recipient and ANPER in accordance with its terms.
 - (e) The ANERSOL Subsidiary Agreement has been executed on behalf of the Recipient and ANERSOL, and the ANERSOL Subsidiary Agreement has been duly authorized by the Recipient and ANERSOL and is legally binding upon the Recipient and ANERSOL in accordance with its terms.
 - (f) The Project Implementation Manual (including its Annexes) has been prepared by NIGELEC and, thereafter, adopted by the Recipient and approved by the Association in accordance with Section I.B.1 of Schedule 2 to this Agreement.
 - (g) The Recipient, through NIGELEC, has adopted and disclosed the Security Management Plan, in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 5.03. 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.

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ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister in charge of planning.

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

(a) the Recipient's address is:

Ministère du Plan
B.P. 862
Niamey
Republic of Niger; and

(b) the Recipient's Electronic Address is:

Facsimile:

(+227) 20 72 53 22

6.03. 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:

Facsimile:

248423 (MCI)

(+1) 202-477-6391

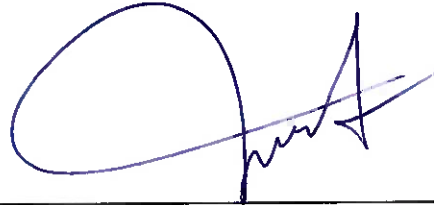
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AGREED as of the Signature Date.

REPUBLIC OF NIGER

Approved By



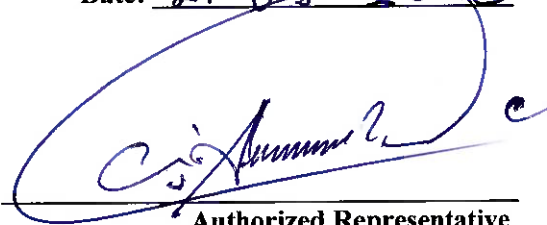
Authorized Representative

Name: Dr AHMAT JIDOU

Title: MINISTRE DES FINANCES

Date: 21-03-2022

Signed By



Authorized Representative

Name: Dr BELBIDIOU ABDOU

Title: MINISTRE DU PLAN

Date: 15-03-2022

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: CLAUDE ANN COORDINATRICE SARA

Title: COORDINATRICE DIRECTION

Date: 03/01/2022

SCHEDULE 1

Project Description

The objective of the Project is to increase access to modern energy services in Niger through grid, mini grids, off-grid and clean cooking solutions.

The Project constitutes a phase of the MPA Program, and consists of the following parts:

Part 1. Reinforcement and Expansion of Transmission and Distribution Networks to Increase Access to Grid Electricity Services

1.1 Construction of the transmission interconnector between Western grid and the Center-Eastern grid

Providing support to NIGELEC to enhance the Recipient's power transmission systems through, *inter alia*: (a) the construction of infrastructure to interconnect the two largest grids of the country; and (b) the contracting of an experienced owner's engineer to supervise activities carried out under Part 1.1(a).

1.2 Increasing access to grid electricity through densification, reinforcement of existing systems and construction of new distribution networks

Providing support to NIGELEC to enhance the Recipient's electricity grid, through: (a) the densification, reinforcement, rehabilitation, upgrade and/or extension of selected existing distribution networks; (b) the construction of new distribution networks for grid-based rural electrification of selected localities; and (c) the contracting of an experienced owner's engineer to supervise activities carried out under Part 1.2(b).

1.3 Construction of service connections and support to productive uses of energy for new electricity consumers

Providing support to NIGELEC to develop grid connections of new consumers, through: (a) the procurement of connection equipment, goods and material, and grid installation works; (b) the provision of subsidies for energy efficient electric appliances and productive uses equipment ("Equipment Subsidies"); (c) carrying out community awareness campaigns on electricity services and electrification process in selected areas; and (d) the contracting of a Technical Consultant to support the administration of said Equipment Subsidies and the supervision of activities carried out under Part 1.3(b).

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Part 2. Reinforcing the Ecosystem for the Development of Solar PV Powered Electricity Mini-Grids in Rural Areas

2.1 Development of new solar mini grids through private operators

Providing support to ANPER to increase access to electricity services in priority areas through mini-grid solutions, through *inter alia*:

- (a) carrying out of investments by ANPER in greenfield solar and diesel-fueled hybrid mini grids through, *inter alia*, the preparation of technical studies and provision of relevant technical assistance to: (i) facilitate and attract private sector participation and investments (including a private sector-led approach to mini grid development), (ii) design private operator procurement scheme for construction, operation and management of mini-grids, (iii) strengthen the regulatory framework, and (iv) select sites for said mini grids;
- (b) supporting construction of selected mini-grids infrastructure (including solar power system, battery storage, inverter, diesel back up, distribution network);
- (c) providing meters, connection equipment and productive uses equipment; and
- (d) the contracting of an experienced owner's engineer to oversee the technical design, preparation of bidding documents and supervise construction works carried out under Part 2.1(b).

2.2 Solar hybridization and densification of existing NIGELEC-operated diesel mini grids

Providing support to NIGELEC to deliver access to new customers and improve electricity supply to existing users, through: (a) the carrying out of investments by NIGELEC in hybridization and densification of existing diesel-powered isolated mini grids in rural areas (through the construction and installation of solar power generation source and battery storage at selected sites); (b) where appropriate, the installation of upgraded meters, connection equipment and software; and (c) the contracting of an experienced owner's engineer to finalize technical studies and supervise construction works.

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Part 3. Increasing Access to Solar Off-grid Electricity Service of Public Institutions, Households and Productive Uses of Energy and Clean and Efficient Cooking Solutions

3.1 Solar electrification of public institutions in rural areas

Providing support to ANERSOL to increase the electrification of social infrastructures (including schools, health centers, street lighting, and drinking water pumping systems) in rural areas and refugees' zones through off-grid solutions, by selecting beneficiary facilities, developing a public procurement approach, and installing and operating solar systems for the selected beneficiaries.

3.2 Solar off-grid electrification for households and productive uses of energy

Providing support to ANERSOL to provide supply, installation, operation and maintenance of standalone solar systems/applications for selected unelectrified households in rural areas and refugees' zones across the Recipient's territory (with a focus on five priority regions), through:

- (a) result-based financing grants to eligible off-grid solar companies, cooperatives or NGOs, to facilitate the sale of eligible solar systems and the provision of after sale services to final beneficiaries (qualifying households and/or enterprises) ("RBF Grants");
- (b) demand-side subsidies to eligible households and professionals, to eligible private companies, cooperatives or NGOs, to partially cover the costs of purchase and installation of solar systems ("RBF Subsidies");
- (c) partial financing of the contracting of a fund administration support firm ("Fund Manager") and an independent verification agent ("Verification Agent") to validate the results reported by the beneficiaries of RBF Grants and RBF Subsidies to supervise activities carried out under Parts 3.2(b), 3.2(c), 3.3(b) and 3.3(c) of the Project; and
- (d) technical assistance, awareness campaigns, capacity building and communication activities.

3.3 Increasing access to clean and efficient cooking solutions

Providing support to the Recipient, through the DEREK, to promote clean and efficient cooking ("CEC") solutions, through the carrying out of a program of activities including: (a) technical assistance to selected beneficiaries of activities carried out under Part 3.3 (including Operating Costs); (b) provision of supply-side result-based financing grants to eligible enterprises, cooperatives or NGOs to facilitate the sale of eligible cooking technologies and products to final

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beneficiaries (qualifying households) ("RBF Grants"); (c) provision of demand-side result-based financing subsidies to eligible enterprises, cooperatives or NGOs selling or distributing eligible cooking technologies and products in order to increase affordability of these new technologies and products to final beneficiaries ("RBF Subsidies"); and (d) partial financing of the contracting of the Fund Manager and the Verification Agent.

Part 4. Utility Operational Performance Improvement, Institutional Strengthening, Technical Assistance and Implementation Support

4.1 Utility operational improvement

Carrying out of a program of activities (including of technical assistance, financing and pre-investment activities) to improve NIGELEC's operational performance, through: (a) setting up of a remote management, control and monitoring system, by upgrading metering infrastructure (including smart meters, modems, software, and a metering control center) and providing Training of relevant staff; (b) developing an incident recording and management system; (c) implementing a distribution losses reduction program, by installing smart meters in selected substations; (d) digitalizing enterprise processes and upgrade customers management and billing systems; (e) strengthening its institutional and technical capacity to implement and supervise the Project through Training of selected staff; and (f) promoting energy efficiency equipment and implementing targeted communication campaigns.

4.2 Institutional strengthening and technical assistance

Provision of support to the Recipient's MPEER through technical assistance and institutional capacity building of the energy sector, to: (a) strengthen the sector overall institutional setup and technical capacity to implement national strategies and policies, its role in planning electrification, promoting climate-resilient technologies, technical framework and sector policies; (b) support the capacity of ARSE and improve the regulatory framework governing the sector; (c) support for power generation projects development through pre-investment activities (such as feasibility studies, master plans, environmental and social assessment, advisory services); and (d) Training activities.

4.3 Project management and implementation support

Supporting the Recipient and more particularly (a) NIGELEC, (b) ANPER, and (c) ANERSOL; to ensure efficient, transparent and accountable Project management, coordination, implementation, monitoring and evaluation, and supervision, through: the provision of goods, consultant services (including the preparation of audits, safeguards instruments and stakeholder engagement documents), necessary technical studies, Training, the financing of Operating

Costs, the procurement of an e-procurement system, and a digital platform to monitor and report Project activities.

Part 5. Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

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SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

NIGELEC

1. The Recipient shall designate NIGELEC as the lead implementing agency for the Project.
2. The Recipient shall cause NIGELEC, through its implementation unit, to be responsible for:
 - (a) the overall coordination of Project activities and Project oversight including: (i) defining, jointly with other Project implementing entities, ANPER and ANERSOL, the Project areas, based on technical and policy development priorities; (ii) resolving challenges requiring high level intervention facing the Project; (iii) monitoring the implementation of the Project; (iv) consolidating information from said agencies and reporting on progress of implementation and evaluation of the Project; and (v) preparing Annual Work Plans and Budgets;
 - (b) the implementation (including the financial management, procurement and environmental and social aspects) of the grid and mini grids activities under Parts 1, 2.2, 4.1, 4.2 and 4.3(a) of the Project. To this end, the Recipient shall cause NIGELEC to establish and maintain, throughout Project implementation, a dedicated implementation unit, with functions, responsibilities and sufficient resources acceptable to the Association, and staffed with competent personnel in adequate numbers, with qualifications, experience, integrity and terms of reference satisfactory to the Association and as set forth in the PIM ("NIGELEC PIU"); and
 - (c) recruiting, not later than three (3) months after the Effective Date, and thereafter retain at all times during Project implementation within the NIGELEC PIU, the following staff, each with terms of reference, qualifications, experience and mandate satisfactory to the Association: (i) a Project coordinator; (ii) an environmental safeguards specialist; (iii) a social safeguards specialist; (iv) a health and safety specialist; and (v) a gender-based violence specialist.

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ANPER

3. The Recipient shall cause ANPER to implement (including the financial management, procurement and environmental and social aspects) the mini-grid activities under Parts 2.1 and 4.3(b) of the Project. To this end, the Recipient shall cause ANPER to maintain, throughout Project implementation, its implementation unit with functions, responsibilities and sufficient resources acceptable to the Association, and staffed with competent personnel in adequate numbers, with qualifications, experience, integrity and terms of reference satisfactory to the Association and as set forth in the PIM ("ANPER PIU"). To this end, Recipient shall cause ANPER to recruit, not later than three (3) months after the Effective Date, and thereafter retain at all times during Project implementation within the ANPER PIU, the following staff, each with terms of reference, qualifications, experience and mandate satisfactory to the Association: (a) a Project coordinator; (b) an environmental safeguards specialist; (c) a social safeguards specialist; (d) a health and safety specialist; and (e) a gender-based violence specialist.

ANERSOL

4. The Recipient shall cause ANERSOL to implement (including the financial management, procurement and environmental and social aspects) the off-grid and clean cooking activities under Parts 3 and 4.3(c) of the Project. To this end, the Recipient shall cause ANERSOL to establish and thereafter maintain, throughout Project implementation, an implementation unit with functions, responsibilities and sufficient resources acceptable to the Association, and staffed with competent personnel in adequate numbers, with qualifications, experience, integrity and terms of reference satisfactory to the Association and as set forth in the PIM ("ANERSOL PIU"). To this end, Recipient shall cause ANERSOL to recruit, not later than three (3) months after the Effective Date, and thereafter retain at all times during Project implementation within the ANERSOL PIU, the following staff, each with terms of reference, qualifications, experience and mandate satisfactory to the Association: (a) a Project coordinator; (b) an environmental safeguards specialist; (c) a social safeguards specialist; and (d) a gender specialist.

DEREC

5. The Recipient shall cause its MPEER's Directorate for Renewable Energies and Cooking Energies ("DEREC") to be responsible for technical implementation of all activities carried out under Part 3.3 of the Project (with the understanding that ANERSOL is responsible for fiduciary and safeguards aspects of Part 3.3 of the Project). In this respect, DEREC shall prepare in collaboration with ANERSOL a semestrial report on the progress of technical implementation of activities under Part 3.3 of the Project, as set forth in the PIM.

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6. To this end, the Recipient shall cause its DEREK, prior to implementation of any CEC activities under Part 3.3 of the Project, to enter into an agreement with ANERSOL ("Implementation Agreement"), under terms and conditions which shall have been approved by the Association and shall include, *inter alia*:
 - (a) DEREK's obligation to select RBF Grants and RBF Subsidies under Part 3.3 of the Project, in accordance with the eligibility criteria acceptable to the Association and set forth in the RBF Manual;
 - (b) DEREK's obligation to: (i) procure services in accordance with the provisions of this Agreement; (ii) carry out its obligations under the Implementation Agreement with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social aspects and practices satisfactory to the Association, including in accordance with the provisions of the Procurement Regulations, Environmental and Social Standards and the Anti-Corruption Guidelines; (iii) provide, promptly as needed, the resources required for the purpose; (iv) maintain procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the RBF Grants, RBF Subsidies and advisory services, and the achievement of their objectives; and (v) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
7. The Recipient, through DEREK, shall exercise its rights and carry out its obligations under each Implementation Agreement 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 any Implementation Agreement or any of its provisions.

MPEER

8. The Recipient shall cause its MPEER to be responsible for technical implementation of all activities carried out under Part 4.2 of the Project as set forth in the PIM (with the understanding that NIGELEC is responsible for fiduciary and safeguards aspects of activities carried out under Part 4.2 of the Project).

Project Steering Committee

9. The Recipient shall, not later than three (3) months after the Effective Date, establish and, thereafter, maintain at all times during Project implementation, the Project Steering Committee under the MPEER, with terms of reference, composition and powers acceptable to the Association and defined in the PIM, to

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be responsible for overall Project oversight, provision of strategic guidance to the Project Implementing Entities and approval of Annual Work Plans and Budgets. To this end, the Steering Committee shall be chaired by the Secretary General of MPEER, and comprised of representatives from NIGELEC, ANPER, ANERSOL, the Recipient's Ministry of Planning and Finance. To this end, the Project Steering Committee shall meet at least twice a year.

Technical Working and Coordination Group

10. The Recipient shall, not later than three (3) months after the Effective Date, create and, thereafter, maintain at all times during Project implementation, the Technical Working and Coordination Group under NIGELEC, with terms of reference, composition and powers acceptable to the Association and defined in the PIM, to be responsible for coordination between the Project Implementing Entities and monitoring of the Project implementation progress. To this end, the Technical Working and Coordination Group shall be chaired by the coordinator of the NIGELEC PIU and comprised of the coordinators of the ANPER PIU and the ANERSOL PIU, a representative of the DEREK and a representative of the MPEER; and shall meet at least once a month.

B. Implementation Covenants

Project Implementation Manual

1. NIGELEC shall, prior to the Effective Date, prepare, and furnish to the Association for approval, a Project Implementation Manual ("PIM") containing detailed guidelines and procedures for the implementation of the Project, including: (a) administration and coordination; (b) monitoring and evaluation; (c) financial, procurement and accounting procedures; (d) social and environmental safeguards; (e) corruption and fraud mitigation measures; (f) roles and responsibilities of various agencies/entities in the implementation of Project; (g) grievance redress mechanisms; (h) terms, conditions and Equipment Subsidies under Part 1.3, and RBF Grants and RBF Subsidies under Part 3.2 and Part 3.3; (i) annexes defined in Section I.B.4 below; (j) the Anti-Corruption Guidelines; and (k) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall:
 - (a) adopt such PIM as shall have been approved by the Association and thereafter, shall carry out the Project, and cause the Project to be carried out, in accordance with the provisions of the PIM; and
 - (b) except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the PIM.

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Annexes to the PIM

3. The Recipient shall cause the Project Implementing Entities to prepare, and furnish to the Association for approval, the following annexes to form part of the PIM (all together, the "Annexes"):
 - (a) NIGELEC to prepare an annex to the PIM for implementation of Parts 1, 2.2, 4.1, 4.2, 4.3(a) of the Project, including financial management arrangements, procurement procedures and safeguards measures;
 - (b) ANPER to prepare an annex to the PIM for implementation of Parts 2.1 and 4.3(b) of the Project, including financial management arrangements, procurement procedures and safeguards measures; and
 - (c) ANERSOL to prepare an annex to the PIM for implementation of Parts 3 and 4.3(c) of the Project, including financial management arrangements, procurement procedures and safeguards measures.
4. The Recipient shall cause NIGELEC, ANPER and ANERSOL to adopt, their respective annex approved by the Association (and thereafter to be annexed to the PIM) and implement the related Parts of the Project in accordance with the PIM including their respective annex, and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of any of the annexes.
5. In case of conflict between any of the provisions of the annexes and this Agreement, the provisions of this Agreement shall prevail.

Equipment Manual

6. For the purposes of implementing Part 1.3(b) of the Project, the Recipient shall, cause NIGELEC (with the collaboration of the Technical Consultant) to prepare and adopt a manual which shall set forth, *inter alia*: (a) the administrative, accounting, auditing, reporting, financial, and procurement procedures for Part 1.3(b) of the Project; (b) the terms and conditions of each Equipment Subsidy Agreement (including eligibility criteria for selection of beneficiaries and expenditures to be financed); and (c) the Anti-Corruption Guidelines; in accordance with terms of reference satisfactory to the Association ("Equipment Manual").
7. The Recipient shall cause NIGELEC and the Technical Consultant to prepare and adopt the Equipment Manual approved by the Association and implement Part 1.3(b) of the Project in accordance with the Equipment Manual, and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Equipment Manual.

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8. In case of conflict between the provisions of the Equipment Manual and this Agreement, the provisions of this Agreement shall prevail.

RBF Manual

9. For the purposes of implementing Parts 3.2(b) and (c) and 3.3(b) and (c) of the Project, the Recipient, through ANERSOL, shall cause the Fund Manager to prepare and adopt a manual which shall set forth, *inter alia*: (a) the administrative, accounting, auditing, reporting, financial, and procurement procedures for Parts 3.2 and 3.3 of the Project; (b) the terms and conditions of each RBF Grant Agreement, RBF Subsidies Agreement (including eligibility criteria for selection of beneficiaries and investments to be financed); and (c) the Anti-Corruption Guidelines; in accordance with terms of reference satisfactory to the Association ("RBF Manual").
10. The Recipient shall cause ANERSOL and the Fund Manager to prepare and adopt the RBF Manual approved by the Association and implement Parts 3.2(b) and (c) and 3.3(b) and (c) of the Project in accordance with the RBF Manual, and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the RBF Manual.
11. In case of conflict between the provisions of the RBF Manual and this Agreement, the provisions of this Agreement shall prevail.

Procurement, Accounting and Financial Management

12. The Recipient, through NIGELEC, shall not later than three (3) months after the Effective Date: (a) update and thereafter maintain throughout the Project implementation period, an accounting software for the NIGELEC's Respective Parts of the Project, acceptable to the Association; (b) recruit, and thereafter maintain throughout the Project implementation period: (i) an accountant and (ii) two (2) procurement specialists, for the NIGELEC's Respective Part of the Project, each with experience, qualifications and on terms of reference acceptable to the Association; and (c) update and thereafter maintain throughout the Project implementation period, the terms of reference of the existing staff responsible for financial management of the NIGELEC's Respective Parts of the Project, acceptable to the Association.
13. The Recipient, through ANPER, shall not later than three (3) months after the Effective Date: (a) update and thereafter maintain throughout the Project implementation period, an accounting software for the ANPER's Respective Parts of the Project, acceptable to the Association; (b) recruit, and thereafter maintain throughout the Project implementation period: (i) an accountant and (ii) a procurement specialist, for the ANPER's Respective Parts of the Project, each with experience, qualifications and on terms of reference acceptable to the Association;

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and (c) update and thereafter maintain throughout the Project implementation period, the terms of reference of the existing staff responsible for financial management of the ANPER's Respective Parts of the Project, acceptable to the Association.

14. The Recipient, through ANERSOL, shall not later than three (3) months after the Effective Date: (a) acquire, install and thereafter maintain throughout the Project implementation period, an accounting software for the ANERSOL's Respective Parts of the Project, acceptable to the Association; (b) recruit, and thereafter maintain throughout the Project implementation period: (i) an accountant, and (ii) a procurement specialist, for the ANERSOL's Respective Parts of the Project, each with experience, qualifications and on terms of reference acceptable to the Association; and (c) update and thereafter maintain throughout the Project implementation period, the terms of reference of the existing staff responsible for financial management of the ANERSOL's Respective Parts of the Project, acceptable to the Association.
15. The Recipient, through NIGELEC, shall not later than six (6) months after the Effective Date, recruit, and thereafter maintain throughout the Project implementation period, an external auditor for the Project with experience, qualifications and on terms of reference acceptable to the Association.

C. Subsidiary Agreements

1. To facilitate the carrying out of NIGELEC's Respective Part of the Project, the Recipient shall make part of the proceeds of the Financing, allocated from time to time to Categories (1) and (5) of the table set forth in Section III.A of this Schedule, available to NIGELEC under a subsidiary agreement to be signed, between the Recipient and NIGELEC, under terms and conditions approved by the Association ("NIGELEC Subsidiary Agreement"), which shall include the following:
 - (a) the Financing under Categories (1) and (5) will be provided to NIGELEC on the same financial terms as the ones provided by the Association to the Recipient, as agreed in writing in the NIGELEC Subsidiary Agreement; and
 - (b) the principal amount of the Financing made available under the Subsidiary Agreement shall be denominated and repayable in CFA Francs; and
 - (c) NIGELEC shall carry out Project activities under its responsibility in accordance with this Agreement, the Project Agreement, the PIM and annexes, the Equipment Manual, the ESCP, and the Anti-Corruption Guidelines.

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2. To facilitate the carrying out of ANPER's Respective Part of the Project, the Recipient shall make part of the proceeds of the Financing, allocated from time to time to Category (2) of the table set forth in Section III.A of this Schedule, available to ANPER, under a subsidiary agreement to be signed between the Recipient and ANPER, under terms and conditions approved by the Association ("ANPER Subsidiary Agreement"), which shall include the following:
 - (a) the Financing under Category (2) will be provided on Grant Terms as agreed in writing in the ANPER Subsidiary Agreement;
 - (b) the principal amount of the Financing made available under the Subsidiary Agreement shall be denominated and non-repayable in CFA Francs; and
 - (c) ANPER shall carry out Project activities under its responsibility in accordance with this Agreement, the Project Agreement, the PIM and annexes, the ESCP, and the Anti-Corruption Guidelines.
3. To facilitate the carrying out of ANERSOL's Respective Part of the Project, the Recipient shall make part of the proceeds of the Financing, allocated from time to time to Categories (3), (4), (6), and (7) of the table set forth in Section III.A of this Schedule, available to ANERSOL under a subsidiary agreement to be signed between the Recipient and ANERSOL, under terms and conditions approved by the Association ("ANERSOL Subsidiary Agreement"), which shall include the following:
 - (a) the Financing under Categories (3), (4), (6) and (7) will be provided on Grant Terms, as agreed financial terms in writing in the ANERSOL Subsidiary Agreement; and
 - (b) the principal amount of the Financing made available under the Subsidiary Agreement shall be denominated and non-repayable in CFA Francs;
 - (c) the obligation of ANERSOL to maintain, throughout Project implementation, the independent Fund Manager and the Verification Agent, recruited pursuant to Section I.E.10 and I.E.13 of this Schedule; and
 - (d) ANERSOL shall carry out Project activities under its responsibility in accordance with this Agreement, the Project Agreement, the PIM and annexes, the RBF Manual, the ESCP, and the Anti-Corruption Guidelines.
4. The Recipient shall exercise its rights under the NIGELEC, ANPER and/or ANERSOL Subsidiary Agreements 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,

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amend, abrogate or waive each of the Subsidiary Agreements or any of their provisions. In case of any conflict between the terms of the NIGELEC, ANPER and/or ANERSOL Subsidiary Agreements and those of this Agreement, the terms and conditions of this Agreement shall prevail.

D. Equipment Subsidies under Part 1.3(b) of the Project

1. To facilitate the carrying out of Part 1.3(b) of the Project, the Recipient, through NIGELEC, shall make an Equipment Subsidy for eligible energy efficient electric appliances and productive uses equipment to an Eligible Supplier in accordance with eligibility criteria, selection procedures and guidelines as set forth in the Equipment Manual.
2. The Recipient, through NIGELEC, shall ensure that the proposed Eligible Supplier: (a) will be selected based on the eligible equipment supplied; (b) is a legal entity allowed to operate in Niger; (c) has met eligibility conditions pursuant to the provisions of the Equipment Manual; and (d) will be given an Equipment Subsidy for each eligible energy efficient electric appliances and productive uses equipment supplied.
3. To this end, NIGELEC shall recruit and maintain at all times during the implementation of Part 1.3(b) of the Project, a consultant ("Technical Consultant") within NIGELEC, with sufficient resources to provide technical guidance on the Equipment Subsidies design and operationalization, and with competences and responsibilities, all acceptable to the Association as set forth in the PIM.
4. Upon selection of the Eligible Supplier, the Recipient, through NIGELEC, shall enter into a contract ("Equipment Subsidies Agreement") with each relevant Eligible Supplier under terms and conditions satisfactory to the Association, which shall set forth, *inter alia*: the responsibilities and obligations of each party; a description of the eligible electric appliances and productive uses equipment to be purchased by the Eligible Suppliers through the Equipment Subsidies and the technical, administrative and fiduciary aspects of their participation to the use of funds under Part 1.3(b) of the Project.

E. Result-based Financing Grants and Result-based Financing Subsidies under Part 3 of the Project

Result-based Financing Grants ("RBF Grants")

1. For the purpose of carrying out Parts 3.2(b) and 3.3(b) of the Project, the Recipient, through ANERSOL, shall make an RBF supply-side grant ("RBF Grant") to an RBF Grant Beneficiary in accordance with eligibility criteria, selection procedures and guidelines as set forth in the PIM and in the RBF Manual, including that the proposed RBF Grant Beneficiary: (a) will be selected based on a selected business

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plan; (b) is a legal entity; (c) has met eligibility conditions pursuant to the provisions of the RBF Manual; and (d) will be given a RBF Grant once a Milestone has been achieved.

2. The Recipient, through ANERSOL, shall make the RBF Grant under an RBF Grant Agreement with an RBF Grant Beneficiary in accordance with terms and conditions described in more details in the RBF Manual, which shall include, *inter alia*, the following:
 - (a) the responsibilities and obligations of each party; a description of the eligible supply services provided by the RBF Grant Beneficiaries and; the technical, administrative and fiduciary aspects of their participation to the use of funds under Parts 3.2(b) and 3.3(b) of the Project, including *inter alia*: number of beneficiaries targeted, targeted regions, disbursements requirements and procedures, payment modalities, verification arrangements and other relevant financial and administrative data required;
 - (b) each such RBF Grant Agreement is carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association;
 - (c) the obligation for RBF Grant Beneficiaries to adhere to Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations; and
 - (d) the obligation for the Recipient, through ANERSOL, to ensure that payment under each RBF Grant Agreement is subject to a verification process (which is satisfactory to the Association and set forth in the RBF Manual).
3. The Recipient, through ANERSOL, shall exercise its rights and perform its obligations under the RBF Grant Agreement in such manner as to protect its interests and those of the Association and to accomplish the purposes of the RBF Grant Agreement.
4. 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 RBF Grant Agreement, or any provision thereof.

Result-based Financing Subsidies ("RBF Subsidies")

5. To facilitate the carrying out of Parts 3.2(c) and 3.3(c) of the Project, the Recipient, through ANERSOL, shall make RBF demand-side subsidies ("RBF Subsidies") available to a RBF Subsidies Beneficiary in accordance with eligibility criteria,

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selection procedures and guidelines as set forth in the PIM and in the RBF Manual, including that the proposed RBF Subsidies Beneficiary: (a) will be selected based on the purchase of eligible quality certified off-grid products or clean and efficient cooking solutions; (b) is a natural person or a legal entity allowed to operate in Niger and located in rural areas ; (c) has met eligibility conditions pursuant to the provisions of the RBF Manual; and (d) will be given RBF Subsidies to access said quality certified off-grid products.

6. To this end, the Recipient, through ANERSOL, shall enter into a RBF Subsidies Agreement with each selected RBF Subsidies Beneficiary, under terms and conditions described in the RBF Manual and approved by the Association, for the sale of solar kits for households and small business in target off-grid rural areas and clean and efficient stoves in target areas (in numbers set forth in the RBF Subsidies Agreement(s)), including:
 - (a) the responsibilities and obligations of each party; a description of the eligible RBF demand-side services provided by the RBF Subsidies Beneficiaries and the technical, administrative and fiduciary aspects of their participation to the use of funds under Parts 3.2(c) and 3.3(c) of the Project, including: number of beneficiaries targeted, disbursements requirements and procedures, payment modalities, verification arrangements and other relevant financial and administrative data required;
 - (b) each such RBF Subsidies Agreement is carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association;
 - (c) the obligation for RBF Subsidies Beneficiaries to adhere to Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations; and
 - (d) the obligation for the Recipient, through ANERSOL, to ensure that payment under each RBF Subsidies Agreement is subject to a verification process satisfactory to the Association and set forth in the RBF Manual.
7. In carrying out the implementation of Parts 3.2(c) and 3.3(c) of the Project, the Recipient, through ANERSOL, shall ensure the verification of the demand targets by a Verification Agent prior to the payment of RBF Subsidies.
8. The Recipient, through ANERSOL, shall exercise its rights and perform its obligations under the RBF Grant Agreement in such manner as to protect its interests and those of the Association and to accomplish the purposes of the RBF Grant Agreement.

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9. 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 RBF Grant Agreement, or any provision thereof.

Fund Manager

10. For the purposes of carrying out Parts 3.2(b), 3.2(c), 3.3(b) and 3.3(c) of the Project, the Recipient, through ANERSOL, shall select and appoint an independent private firm, with qualifications, experience and with terms of reference acceptable to the Association, and in accordance with the Procurement Regulations ("Fund Manager").
11. The Fund Manager shall be duly authorized to operate in the territory of the Recipient, on terms and conditions satisfactory to the Association, to assist the Recipient in providing RBF Grants and RBF Subsidies to their Eligible Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the PIM and the RBF Manual.
12. The Fund Manager shall, *inter alia*: (i) oversee the implementation of the RBF Grants and RBF Subsidies; (ii) deliver RBF Grants, RBF Subsidies to their Beneficiaries; and (iii) monitor and evaluate, under terms of reference satisfactory to the Association, the implementation of RBF Grants and RBF Subsidies, so as to ensure that: (a) payments are made exclusively to Eligible Beneficiaries for the carrying out of eligible activities; and (b) undistributed RBF Grants and/or RBF Subsidies are reconciled and sent back to ANERSOL, as further detailed in the PIM and the RBF Manual.

Verification Agent

13. For the purposes of carrying out Parts 3.2(b), 3.2(c), 3.3(b) and 3.3(c) of the Project, the Recipient, through ANERSOL, shall: (i) recruit and thereafter maintain, throughout Project implementation, an independent verification agent with terms of reference, qualifications and experience acceptable to the Association, for purposes of implementing third-party independent verification controls in accordance with the PIM and the RBF Manual in respect of the RBF Grants and RBF Subsidies activities to be carried out under Parts 3.2(b), 3.3(b), 3.2(c), and 3.3(c) of the Project ("Verification Agent"); and (ii) cause said Verification Agent to carry out, throughout Project implementation, semi-annual verification exercises of RBF Grants and RBF Subsidies provided under Parts 3.2(b), 3.3(b), 3.2(c), and 3.3(c) of the Project certify payment of any RBF Grant and RBF Subsidy after verifying satisfactory achievement of the results as documented in the verification reports; all in accordance with the provisions of the PIM and the RBF Manual.

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F. Annual Work Plans and Budgets

1. The Recipient shall, not later than November 30 of each calendar year during the implementation of the Project (or one (1) month after the Effective Date for the first year of Project implementation), prepare and furnish to the Association for its approval: (a) a draft annual work plan and budget containing all proposed activities for inclusion in the Project during the following calendar year of Project implementation (including Training and Operating Costs); and (b) any instruments required by the Environmental and Social Commitment Plan ("ESCP") for the implementation of the activities included in the draft annual work plan and budget.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed annual work plan and budget, and after approval by the Association, shall carry out such Annual Work Plan and Budget ("AWPB") during the period covered by the AWPB. Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.
3. The Recipient shall ensure that the Project is implemented in accordance with the AWPB (provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail).
4. Except with the prior and written concurrence of the Association, the AWPB shall not be waived, amended or otherwise revised to include new activities.

G. Environmental and Social Standards

1. The Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entities to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;

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- (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Recipient shall, and shall cause the Project Implementing Entities to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including *inter alia*, labor unrest, labor dispute, or forced labor issue in equipment supply chains, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Recipient shall, and shall cause the Project Implementing Entities to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
- 6. The Recipient shall, and shall cause the Project Implementing Entities to, ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, and subcontractors to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed

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by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, as well as the risk of forced labor, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

7. Compensation to Affected Persons. The Recipient shall commit to pay necessary amounts for the exclusive purpose of providing its own financing for all possible activities relating to the reinstallation of Affected Persons under the Project as described in the ESCP (including *inter alia*, implementation of resettlement plans, registration of the Affected Persons, impacted property and assets, and audits), which includes an amount specifically dedicated to the resettlement compensation and assistance provided to Affected Persons.

H. Contingent Emergency Response

1. In order to ensure the proper implementation of Part 5 of the Project ("Contingent Emergency Response Component"), the Recipient shall ensure that:
 - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Component, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Contingent Emergency Response Component; (ii) specific activities which may be included in the Contingent Emergency Response Component, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Component; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the Contingent Emergency Response Component; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Component; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Contingent Emergency Response Component is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and

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- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Component, with adequate staff and resources satisfactory to Association.
- 3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

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 the 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:

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Category	Amount of the Credit Allocated (expressed in EUR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, and Training for Parts 1 (except for 1.3(b)), 2.2, 4.1, 4.2, and 4.3(a) of the Project implemented by NIGELEC	101,628,300	83,684,900	100%
(2) Goods, works, non-consulting services, consulting services, and Training for Parts 2.1 and 4.3(b) of the Project implemented by ANPER	10,734,000	8,838,700	100%
(3) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 3.1, 3.2(a), 3.2(d), 3.2(e), and 4.3(c) of the Project implemented by ANERSOL	9,445,800	7,778,000	100%
(4) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts 3.3(a) and 3.3(d) of the Project implemented by ANERSOL	1,975,000	1,626,300	56%
(5) Equipment Subsidies under Part 1.3(b) of the Project implemented by NIGELEC	1,202,200	990,000	100%
(6) RBF Grants under Parts 3.2(b) and RBF Subsidies under Part 3.2(c) of the Project implemented by ANERSOL	6,869,600	5,656,800	100%
(7) RBF Grants under Parts 3.3(b) and RBF Subsidies 3.3(c) of the Project implemented by ANERSOL	1,245,100	1,025,300	43%
(8) Emergency Expenditures under Part 5 of the Project	0	0	100%
TOTAL AMOUNT	133,100,000	109,600,000	

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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;
 - (b) under Category (5) unless and until NIGELEC has: (i) recruited a Technical Consultant to provide technical and financial support and supervise Equipment Subsidies, based on terms of reference approved by the Association; and (ii) adopted an Equipment Manual acceptable to the Association;
 - (c) under Categories (6), and (7) unless and until ANERSOL has: (i) recruited a Fund Manager and a Verification Agent, based on terms of reference approved by the Association; and (ii) adopted a RBF Manual acceptable to the Association; or
 - (d) for Emergency Expenditures under Category (8), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (8); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is May 31, 2027.

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SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15, commencing May 15, 2028 to and including November 15, 2059.	1.5625%

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* 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

1. "Affected Person" means a person or entity 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; "Affected Persons" means two or more of such persons or entities.
2. "ANERSOL" means the Recipient's national and independent agency for solar energy, established under Ministerial Decree No. 2018-798/PRN/M/E of November 15, 2018.
3. "ANERSOL PIU" means the unit within ANERSOL in charge of the implementation of ANERSOL's Respective Parts of the Project, referred to in Section I.A.4 of Schedule 2 to this Agreement.
4. "ANERSOL's Respective Parts of the Project" means Parts 3 and 4.3(c) of the Project.
5. "ANERSOL Subsidiary Agreement" means the agreement referred to in Section I.C.3 of Schedule 2 to this Agreement, as such agreement may be amended from time to time with the agreement of the Association.
6. "Annexes" means the annexes to the PIM referred to in Section I.B.3 of Schedule 2 to this Agreement, as such annexes may be amended from time to time with the agreement of the Association.
7. "Annual Work Plan and Budget" or "AWPB" means Annual Work Plan and Budget referred to in Section I.F of Schedule 2 to this Agreement; and "Annual Work Plans and Budgets" means two or more of said Annual Work Plan.
8. "ANPER" means the Recipient's national and independent agency for the promotion of the electricity in rural areas of Niger, created under Law No. 2013-24 of May 6, 2013.
9. "ANPER PIU" means the unit within ANPER in charge of the implementation of ANPER's Respective Parts of the Project, referred to in Section I.A.3 of Schedule 2 to this Agreement.
10. "ANPER's Respective Parts of the Project" means Parts 2.1 and 4.3(b) of the Project.

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11. "ANPER Subsidiary Agreement" means the agreement referred to in Section I.C.2 of Schedule 2 to this Agreement, as such agreement may be amended from time to time with the agreement of the Association.
12. "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.
13. "ARSE" means the *Autorité de Régulation du Secteur de l'Energie*, the national Energy Regulation Authority.
14. "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.
15. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
16. "CERC Manual" means the manual referred to in Section I.H of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Operations Manual.
17. "CFA Francs" means the Recipient's national currency.
18. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
19. "DEREC" means the Recipient's *Direction des Energies Renouvelables et Energies de Cuisson*, the directorate in charge of renewable energies and cooking energies within the MPEER established under Ministerial Decree No. 2021-406/PRN/MP/E/ER of June 4, 2021, or any successor thereto.
20. "Eligible Beneficiaries" means RBF Grant Beneficiaries and RBF Subsidies Beneficiaries together.
21. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

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22. "Eligible Supplier" means a legal entity selected to receive Equipment Subsidies under the Project, pursuant to eligibility criteria and selection procedures and guidelines as set out in the Equipment Manual.
23. "Emergency Action Plan" means the plan referred to in Section I.H, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
24. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.H of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
25. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated November 11, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
26. "Environmental and Social Standards" or "ESSs" means, collectively:
(i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social Standard 2: Labor and Working Conditions"; (iii) "Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management"; (iv) "Environmental and Social Standard 4: Community Health and Safety"; (v) "Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources"; (vii) "Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities"; (viii) "Environmental and Social Standard 8: Cultural Heritage"; (ix) "Environmental and Social Standard 9: Financial Intermediaries"; and (x) "Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Association.
27. "Equipment Manual" means the manual, acceptable to the Association and referred to in section I.B.6 of Schedule 2 to this Agreement.
28. "Equipment Subsidies" means subsidies to be extended by the Recipient through NIGELEC to an Eligible Supplier for the purpose of carrying out Part 1.3(b) of the Project.

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29. "Equipment Subsidies Agreement" means an agreement between NIGELEC and an Eligible Supplier establishing the terms and conditions of Equipment Subsidies.
30. "ESMAP" or "ESMAP-MDTF" means the Energy Sector Management Assistance Program Multi-Donor Trust Fund.
31. "ESMAP Grant Agreement" means the agreement to be entered into between the Recipient and the Association (acting as the administrator of ESMAP) providing for a financing of seven million five hundred thousand (7,500,000) Dollars by ESMAP to assist in financing the Project.
32. "Fund Manager" means an independent expert selected by the Recipient, pursuant to the Procurement Regulations, to manage and administer RBF Grants and RBF Subsidies under Part 3 of the Project, and referred to in Section I.E.10 of Schedule 2 to this Agreement.
33. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).
34. "Implementation Agreement" means the agreement to be entered into between the Recipient, through DEREK, and ANERSOL to provide technical assistance in order to select, administer, procure and supervise RBF Grants and RBF Subsidies under Part 3.3 of the Project, referred to in Section I.A.6 of Schedule 2 to this Agreement and as further detailed in the PIM.
35. "Milestone" means a predefined result, output, action or measure expected to be completed or met by an RBF Grant beneficiary as a trigger for payment or partial payment of said RBF Grant; and "Milestones" means two or more of such results, outputs, actions or measures. The different possible Milestones and their related verification mechanisms are defined and set forth in the RBF Manual.
36. "Ministry of Planning and Finance" means the Recipient's ministry in charge of planning and finance, or any successor thereto.
37. "MPA Program" means the multiphase programmatic approach of the Niger energy access program designed to accelerate access to sustainable, reliable and affordable energy services in Niger.
38. "MPEER" means the Recipient's Ministry of Petroleum, Environment and Renewable Energy, and any successor thereto.
39. "NIGELEC" means the *Société Nigerienne d'Electricite*, the majority Recipient-owned limited liability company (*société anonyme d'économie mixte*) which is the

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electricity power utility, established pursuant to its statutes dated July 20, 1968, and recorded with the Recipient's business registry on September 7, 1968, under number 720 as the same may be amended from time to time, and which is responsible for the distribution of electricity in Niger.

40. "NIGELEC PIU" means the unit within NIGELEC in charge of the implementation of NIGELEC's Respective Parts of the Project, referred to in Section I.A.2(b) of Schedule 2 to this Agreement.
41. "NIGELEC's Respective Parts of the Project" means Parts 1, 2.2, 4.1, 4.2 and 4.3(a) of the Project.
42. "NIGELEC Subsidiary Agreement" means the agreement referred to in Section I.C.1 of Schedule 2 to this Agreement, as such agreement may be amended from time to time with the agreement of the Association.
43. "NGOs" means non-governmental organizations.
44. "Operating Costs" means incremental costs incurred on account of the Project by the Recipient, and as applicable, NIGELEC, ANPER and ANERSOL including: (i) operation and maintenance of vehicle; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities expenses; (vii) travel and *per diem* costs for technical staff carrying out training, supervisory and quality control activities; (viii) salaries of support staff locally recruited by the NIGELEC, ANPER, and ANERSOL to carry out the Project management, monitoring and evaluation; and (ix) reasonable transport costs for the Recipient's civil servants working on the Project, but excluding salaries of the Recipient's civil servants.
45. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
46. "Project Implementing Entities" means together NIGELEC, ANPER and ANERSOL, with which the Association will enter into a Project Agreement and the Recipient will enter into a Subsidiary Agreement.
47. "Project Implementation Manual" or "PIM" means the manual, acceptable to the Association and referred to in section I.B.1 of Schedule 2, containing, *inter alia*: (i) specific provisions on detailed arrangements for the carrying out of the Project; (ii) the procurement, financial management and disbursement requirements thereof; (iii) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines (which shall be annexed thereto); (iv) the

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Annexes; and (v) the ESCP; as said manual may be amended from time to time with the Association's prior written consent.

48. "Project Steering Committee" means the committee to be established by the Recipient as referred to in Section I.A.9 of Schedule 2 to this Agreement.
49. "RBF" means Result-based Financing.
50. "RBF Grant" means a supply-side grant to be extended by the Recipient, through ANERSOL, to a RBF Grant Beneficiary for the purpose of carrying out Parts 3.2(b) and 3.3(b) of the Project; and "RBF Grants" means more than one RBF Grant.
51. "RBF Grant Agreement" means an agreement between ANERSOL and a RBF Grant Beneficiary establishing the terms and conditions of an RBF Grant.
52. "RBF Grant Beneficiary" means any entity selected to receive a RBF Grant under the Project, pursuant to eligibility criteria and selection procedures and guidelines as set out in the RBF Manual.
53. "RBF Manual" means the manual, acceptable to the Association and referred to in section I.B.9 of Schedule 2.
54. "RBF Subsidies" means demand-side subsidies to be extended by the Recipient, through ANERSOL to a RBF Subsidies Beneficiary for the purpose of carrying out Parts 3.2(c) and 3.3(c) of the Project.
55. "RBF Subsidies Agreement" means an agreement between ANERSOL and a RBF Subsidies Beneficiary establishing the terms and conditions of RBF Subsidies.
56. "RBF Subsidies Beneficiary" means any legal entity selected to receive RBF Subsidies under the Project, pursuant to eligibility criteria and selection procedures and guidelines as set out in the RBF Manual.
57. "Security Management Plan" means the plan to be prepared, adopted and disclosed prior to the Effective Date, by the Recipient (through NIGELEC), in order to manage security risks under Project implementation.
58. "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.
59. "Technical Consultant" means the consultant to be recruited by NIGELEC to support the implementation of activities under Part 1.3(b) of the Project in a manner acceptable to the Association and referred to in Sections I.B.6 and I.B.7 of Schedule 2 to this Agreement.

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60. "Technical Working and Coordination Group" means the technical group to be established by the Recipient under NIGELEC, with terms of reference, composition and powers acceptable to the Association as defined in the PIM and as referred to in Section I.A.10 of Schedule 2 to this Agreement.
61. "Training" means Project-related national and international study tours (e.g., South-South exchange), training courses, seminars, workshops, and other training activities, not included under service providers' contracts, which include costs of training materials, space and equipment rental, travel, and accommodation; per diem costs of trainees and trainers; trainers' fees; and other training related miscellaneous costs, all as set out in the AWPB approved by the Association.
62. "Verification Agent" means the independent agent certifying the achievement of the RBF Grants and RBF Subsidies, as referred to in Section I.E.13 of Schedule 2 to this Agreement.

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