H.E. Abdoulaye Daouda Diallo  
Minister of Finances and Budget  
Ministry of Finances and Budget  
Dakar, Republic of Senegal

Re: Republic of Senegal: Advance Agreement for Preparation of Proposed Cadastre and Land Tenure Improvement Project  
Project Preparation Advance No. IDA V335-SN

Excellency:

In response to the request for financial assistance made on behalf of Republic of Senegal ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank") proposes to extend to the Recipient an advance out of the World Bank's Project Preparation Facility in an amount not to exceed two million five hundred thousand Dollars ($2,500,000) ("Advance") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in financing the activities described in the Annex ("Activities"). The objective of the Activities is to facilitate the preparation of a proposed project designed to strengthen the Recipient's capacity for the implementation of its cadastre at a national level; and to improve the land use and property rights registration system in selected areas ("Project"), for the carrying out of which the Recipient has requested the World Bank's financial assistance.

The Recipient represents, by confirming its agreement below, that: (a) it understands that the provision of the Advance does not constitute or imply any commitment on the part of IBRD or IDA to assist in financing the Project; and (b) it is authorized to enter into this Agreement and to carry out the Activities, repay the Advance and perform its other obligations under this Agreement, all in accordance with the provisions of this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received this countersigned copy within 90 days after the date of signature of this Agreement by the World Bank, unless the World Bank has established a later date for such purpose.

Very truly yours,

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Nathan M. Belete
Country Director for Senegal
Africa Region

1818 H Street NW • Washington, DC 20433 USA
AGREED:
REPUBLIC OF SENEGAL

By _____________________________
Authorized Representative

Name: Abdoulaye Daouda Diallo
Title: Minister of Finances and Budget
Date: May 11, 2020

Enclosures:

(1) “Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility”, dated July 31, 2010; and

(2) Disbursement Letter for the Advance of the same date as this Agreement, together with “Disbursement Guidelines for Investment Project Financing”, dated February 2017.
Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The “Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility”, dated July 31, 2010 (“Standard Conditions”), constitute an integral part of this Agreement.

1.01. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement and the following additional terms shall have the following meanings:

1. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Bank, dated March 9, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Activities, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.


3. “Projet de Coordination des Réformes Budgétaires et Financières” or “PCRBF” means a unit within the Recipient’s Ministry of Finance, responsible for the overall implementation of the Activities.

4. “Operating Costs” means the reasonable incremental expenditures incurred on account of the Activities implementation including, *inter-alia*, office supplies, transportation, office administration, insurance, reasonable bank charges relating to operation of the designated
5. “Training” means the reasonable costs associated with training and workshops, study tours (other than for consultants' services), including: (i) travel, room, board and per diem expenditures incurred by trainers and trainees in connection with their training; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.

Article II
Execution of the Activities

2.01. Description of the Activities. The Activities for which the Advance is provided consist of the following parts:

(a) Providing assistance in the establishment of the Project Implementation Unit (PIU) including recruitment of key staff inter alia: PIU director, procurement specialist, financial management specialist, accountant, safeguards and technical specialists and administrative support staff, environmental and social specialists.

(b) Carrying out preparatory design activities including inter alia: (i) conducting feasibility study for update, harmonization and development of the communal land information system and geodetic infrastructure modernization; (ii) conducting study on inclusion of different types of land tenure rights into a cadastral operation; (iii) evaluation of land use and affectation plans; (iv) preparation of land offices layout design document, and guidelines for conducting land tenure security operations and integrated land management; (v) conducting preliminary studies for adjustments to legal and regulatory framework of the land sector; and (vi) collection of baseline data for Project indicators.

(c) Preparation of key Project documents including operations manual, procurement strategy and procurement plan.

(d) Preparation of environment and social safeguards documents for the Project.

(e) Preparation of a communication plan and development of strategies for conducting information and awareness campaign for persons to be affected by systematic land registration activities, and holding consultations on the implementation arrangements for land observatory.

(f) Preparation of the Training plan based on the skills' gap analysis of the Ministry of Finance (MoF) staff and municipal land officers.

(g) Providing Training to relevant MoF staff, municipal land officers and contractors on environmental and social safeguards, grievance redress mechanism and their implementation.

(h) Preparation of the Project procurement strategy.

2.02. Execution of the Activities Generally. The Recipient declares its commitment to the objectives of the Activities. To this end, the Recipient shall carry out the Activities through PCRBF in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) this Article II; and (c) 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.

2.03. **Institutional and Other Arrangements.** Without limitation upon paragraph 2.02 above, the Recipient shall, throughout the Refinancing Date, ensure that the PCRBF is maintained with staffing including, but not limited to, a coordinator, a procurement specialist, a financial management specialist, environmental and social specialists, and an accountant, with functions and resources satisfactory to the World Bank to be responsible for the overall implementation of the Activities, including financial management and procurement.

2.04. **Environmental and Social Standards**

(a) The Recipient shall ensure that the Activities are carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

(b) Without limitation upon paragraph (a) above, the Recipient shall ensure that the Activities are implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient shall ensure that:

(i) the measures and actions specified in the ESPC are implemented with due diligence and efficiency, and as further specified in the ESPC;

(ii) sufficient funds are available to cover the costs of implementing the ESPC;

(iii) policies, procedures and qualified staff are maintained to enable it to implement the ESPC, as further specified in the ESPC; and

(iv) the ESPC or any provision thereof, is not amended, revised or waived, except as the Bank shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESPC.

In case of any inconsistencies between the ESPC and the provisions of this Agreement, the provisions of this Agreement shall prevail.

(c) The Recipient shall:

(i) take all measures necessary on its part to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESPC, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESPC and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (A) the status of implementation of the ESPC; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESPC; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and

(ii) promptly notify the Bank of any incident or accident related to or having an impact on the Activities which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers in accordance with
the ESCP, the instruments referenced therein and the Environmental and Social Standards.

(d) The Recipient shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Activities, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Bank.

2.05. Monitoring, Reporting and Evaluation of the Activities. The Recipient shall monitor and evaluate the progress of the Activities in accordance with the provisions of Section 2.08 of the Standard Conditions.

2.06. Financial Management. (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.09 of the Standard Conditions.

(b) The Recipient shall ensure that interim un-audited financial reports for the Activities are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Sections 2.09 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal under the Advance was made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

2.07. Procurement

All goods, non-consulting services and consulting services required for the Activities and to be financed out of the proceeds of the Advance shall be procured in accordance with the requirements set forth or referred to in the “World Bank Procurement Regulations for IPF Borrowers” dated July 2016, revised November 2017 and August 2018 (“Procurement Regulations”) and the provisions of the Recipient’s procurement plan for the Activities dated April 2, 2020 (“Procurement Plan”) provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

Article III
Withdrawal of the Advance

3.01. Eligible Expenditures. The Recipient may withdraw the proceeds of the Advance in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “Disbursement Guidelines for Investment Project Financing” dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies each category of Eligible Expenditures that may be financed out of the proceeds of the Advance (“Category”), the amount of the Advance allocated to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category: