Financing Agreement

(Water and Sanitation Sectoral Project)

between

ISLAMIC REPUBLIC OF MAURITANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
AGREEMENT dated as of the Signature Date between the ISLAMIC REPUBLIC OF MAURITANIA ("Recipient") and 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 this financing on the basis inter alia 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, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-one million nine hundred thousand Special Drawing Rights (SDR 31,900,000) ("Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section 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 Payment Dates are April 15 and October 15 in each year.

2.05. The Payment Currency is United States Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project, through MHA and in collaboration with the Collaborating Entities, in accordance with the provisions of Article V of the General Conditions and, Schedule 2 to this Agreement.
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) any legislation, license or other legal instrument related to the implementation of the Project, including but not limited to the Water Code and the PPP Law, has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to perform any of its obligations under this Agreement; or

(c) any Collaboration Agreement or Services Agreement has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely, in the opinion of the Association, the ability of the Recipient to perform any of its obligations under this Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) the Association is satisfied that the Recipient has an adequate refugee protection framework;

(b) the Recipient has adopted the Project Manuals in form and substance satisfactory to the Association, in accordance with Section I.D. of Schedule 2 to this Agreement;

(c) the Recipient has established: (i) the Steering Committee; and (ii) the PIU, in accordance with Section I.A.1. of Schedule 2 to this Agreement; and

(d) the Recipient has recruited a financial and administrative officer and a procurement specialist for the Project for the PIU; all with terms of reference, experience and qualifications satisfactory to the Association.

5.02. The Effectiveness Deadline is the date ninety (90) 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.
ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its minister in charge of economy.

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

(a) the Recipient’s address is:
Ministère de l’Économie et de l’Industrie
Avenue Nelson Mandela
BP 238
Nouakchott
Mauritania; and

(b) the Recipient’s Electronic Address is:
Facsimile:
222-45-25-33-35

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
AGREED as of the Signature Date.

ISLAMIC REPUBLIC OF MAURITANIA

By

Authorized Representative

Name: **Abdel Aziz Auld DAHIS**
Title: **Minister of Economy and Industry**
Date: **04-10-2020**

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: **WALAIRED OUSTEFA**
Title: **COUNTRY MANAGER**
Date: **April 9, 2020**
SCHEDULE 1

Project Description

The objective of the Project is to increase access to improved water and sanitation services in selected rural areas and small towns, and to strengthen the performance of sector institutions.

The Project consists of the following parts:

Part 1: Improvement of access to drinking water and sanitation in Gorgol, Guidimakha and Assaba

1.1 Improving access to improved water supply through: (a) the construction of mini- and regular water systems in selected rural areas; (b) the rehabilitation of existing piped water systems in selected rural areas, and expansion thereof in Assaba; and (c) the rehabilitation and expansion of existing water systems in selected urban areas, including through borehole drilling and construction of distribution pipes.

1.2 Improving access to shared sanitation through: (a) the construction of latrine and handwashing facilities in public centers; and (b) related awareness-raising and outreach activities.

Part 2: Improving sustainable access to safe water and sanitation for refugees and host communities in Hodh Echargui and Hodh El Gharbi

2.1 Improving access to safe and reliable water through: (a) the construction of mini- and regular water systems in selected areas of Hodh Echargui and Hodh El Gharbi; (b) the rehabilitation of existing piped water systems in Hodh Echargui; and (c) the rehabilitation of existing piped water systems in Camp M‘Bera.

2.2 Improving access to sanitation in Camp M‘Bera through: (a) the construction of household shared latrines; (b) improvement to fecal sludge management, through studies, small works and related equipment; (c) the construction of a rainwater drainage system; (d) the construction of latrine and handwashing facilities in public centers; and (e) related awareness-raising and outreach activities.

Part 3: Institutional support, capacity-building and Project management

3.1 Support to the Recipient to: (a) implement MHA’s institutional reforms, provide Training and related technical assistance to MHA on strategic planning, support MHA’s hydraulics and sanitation departments, conduct a human resources audit, develop a water sector database and related data collection mechanisms, and develop a water sector review and tariff study; (b) improve CNRE’s capacity to monitor water resources, through related studies, improvement of monitoring...
capacity, a review of CNRE’s compensation policy, an action plan to improve the collection of water abstraction fee, and related Training; (c) assist the PPP Unit and ARE in scaling-up the delegation of rural water services, through inter alia studies, related awareness-raising and outreach activities; (d) develop a draft performance contract to improve SNDE’s operational and financial track-record; and (e) improve ONSER’s asset management capacity, through studies and consultancy services to inter alia assess feasibility of establishing an asset management company.

3.2 Support to the Recipient: (a) for purposes of Project management and implementation, including inter alia for fiduciary matters, environmental and social standards, procurement, communication, planning, audits, monitoring and evaluation, Training and Operating Costs; and (b) for technical assistance to support Project implementation, including inter alia technical audits of design and civil works, mobilizing support for engineering supervision, outreach activities, and institutional strengthening activities under the Project.

Part 4: Contingency Emergency Response Component

Providing immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall carry out the Project and shall maintain the following functions throughout Project implementation, all with composition, terms of reference, resources and staffing satisfactory to the Association:

   (a) the Steering Committee, meeting at least bi-annually, to be responsible for, \textit{inter alia}, advising and endorsing on the Project’s AWP&B, providing strategic guidance and ensuring multi-sectoral collaboration, as further set forth in the PIM; and

   (b) the PIU, within MHA, which shall be headed at all times by a Project Coordinator, with terms of reference, qualifications and experience satisfactory to the Association, to be responsible for, \textit{inter alia}, day-to-day implementation of the Project, including management, coordination, performance monitoring and evaluation, documentation of Project progress and results, and supervision of Project implementation, Project fiduciary, procurement, disbursement, and environmental and social safeguards, all as further set forth in the PIM.

2. The Recipient, through the MHA, shall, as further set forth in the PIM: (a) carry out the overall coordination and fiduciary aspects of the Project, through the PIU; (b) carry out the implementation of the technical aspects of Parts 1.1 and 2.1 of the Project, in collaboration with ARE, ONSER, SNDE, and the PPP Unit; (c) carry out the implementation of the technical aspects of Parts 1.2 and 2.2 of the Project in consultation with municipalities; and, (d) carry out the implementation of the technical aspects of Part 3 of the Project, in collaboration with ARE, CNRE, ONSER, SNDE, and the PPP Unit; all in accordance with the provisions of Article V of the General Conditions and this Agreement.

3. The Recipient shall, no later than three (3) months after the Effective Date, or on any other date agreed upon in writing by the Association, recruit for the Project: (a) an environmental specialist, and (b) a social and gender specialist; both with terms of reference, experience and qualifications satisfactory to the Association.

4. The Recipient shall, no later than four (4) months after the Effective Date, or on any other date agreed upon in writing by the Association: (a) acquire, install and customize a computerized accounting software, satisfactory to the Association, as further set forth in the PIM; and (b) recruit for the Project: (i) an internal auditor,
(ii) an external auditor; (iii) a procurement officer within MHA, and (iv) a supervising engineer, to support the Project; all with terms of reference, experience and qualifications satisfactory to the Association.

5. The Recipient shall ensure that, throughout Project implementation, the MHA and the Collaborating Entities under its authority have adequate resources and staffing, with qualifications and experience acceptable to the Association, to carry out its responsibilities under the Project, as further detailed in the PIM.

B. Collaboration Agreements

1. Not later than three (3) months after the Effective Date, or at a later stage agreed upon in writing with the Association, and in order to facilitate the carrying out of the Project, the Recipient, through MHA, shall enter into and maintain a Collaboration Agreement with each Collaborating Entity, under terms and conditions acceptable to the Association, and further described in the PIM, which shall include, inter alia: (i) the respective roles and responsibilities of the Recipient and each Collaborating Entity in the implementation of the relevant parts of the Project; and (ii) arrangements for coordination and supervision for the implementation of the Project.

2. Without limitation to the paragraph immediately above, each Collaborating Entity shall, pursuant to their respective Collaboration Agreement: (a) take all actions necessary to enable the Recipient to comply with all of its obligations under this Agreement; (b) allow the Recipient to exercise its rights under the Collaboration Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purpose of the Financing; (c) carry out its activities for purposes of implementing the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including inter alia in accordance with the ESCP and the Anti-Corruption Guidelines as they apply to recipients of the Financing other than the Recipient; (c) ensure that, throughout Project implementation, they have adequate resources and staffing to carry out their responsibilities under the Project; (d) enable the Recipient and the Association to inspect the Collaborating Entity’s implementation of activities under the Project and any relevant records and documents; and (e) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request.

3. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Collaboration Agreements or any of their provisions.
C. Counterpart Funding

1. The Recipient shall, within three (3) months after the Effective Date or at a later date agreed upon in writing with the Association, open a separate treasury account or Bank account (Project Account B) and shall maintain the Project Account B open for a period of not less than eight (8) months after the Closing Date, for the exclusive purpose of depositing funds provided by the Recipient for the financing of the Project ("Counterpart Funding"), in an amount not to exceed five (5) million United States dollars (US$5,000,000).

2. The Recipient shall, no later than March 1 in each year of Project implementation, deposit the sum of one million United States dollars (US$1,000,000), in Project Account B, with the final payment deposited no later than March 1, 2025.

D. Project Manuals

1. (a) the Recipient shall carry out the Project in accordance with the Project Manuals, which shall be adopted to the satisfaction of the Association;

(b) the Project Implementation Manual and the Project Financial and Administrative Manual, as applicable, shall set forth rules, methods, guidelines, and procedures for the carrying out of the Project, including, inter alia:

   (i) a detailed description of the Project and the institutional arrangements and responsibilities for implementing the Project;

   (ii) the operating procedures governing activities under the Project, including, inter alia, a template Collaboration Agreement, and detailed modalities for the maintenance and operation of water and sanitation schemes under Parts 1 and 2 of the Project;

   (iii) monitoring, evaluation (including Project monitoring indicators), reporting, and governance procedures for the Project;

   (iv) environmental, social and gender aspects for the Project; and

   (v) disbursement, financial management, auditing and procurement procedures for the Project; and

(c) the Recipient shall not assign, amend, abrogate, or waive the Project Manuals or any provision thereof.

2. In the event of any conflict between the provisions of the Project Manuals and those of this Agreement, the provisions of this Agreement shall prevail.
E. **Environmental and Social Standards**

1. The Recipient shall 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 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 ensure that:

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

   (b) sufficient funds are available to cover the costs of implementing the ESCP;

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

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

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:

   (a) take all measures necessary on its part 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 management tools and 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) promptly notify the Association 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, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall maintain and publicize the availability of a grievance 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.

F. International Waterways

1. With the exception of activities in Hodh Echargui under Part 2.1 of the Project, any new investments or expansion of Project activities on drainage, water supply and on-site sanitation systems that would use or risk polluting the water of International Waterways, shall be excluded, unless the Recipient and the Association otherwise agree explicitly and in writing.

2. Notwithstanding the requirements under Section II below, the Recipient shall promptly inform the Association of any contemplated investments or Project activities referred to in paragraph 1 immediately above.

G. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingency Emergency Response Component” or “CERC Component”), the Recipient shall:

(a) prepare and furnish to the Association for its review and approval, the CERC Manual, which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the CERC Component; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), provided that due regard is given through these activities to refugees and host communities for purposes of this Financing, and any procedures for such inclusion; (iii) financial management arrangements for the CERC Component; (iv) procurement methods and procedures for the CERC Component; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management arrangements and instruments for the CERC Component; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Component;

(b) afford the Association a reasonable opportunity to review the proposed CERC Manual;

(c) promptly adopt the CERC Manual for the CERC Component as accepted by the Association and integrate it as an annex to the PIM;
(d) ensure that the CERC Component is carried out in accordance with the CERC Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Manual without the prior written approval by the Association.

2. The Recipient shall, throughout the implementation of the CERC Component, maintain the institutional structures and arrangements established in accordance with the CERC Manual, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall undertake no activities under the CERC Component unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Component in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has ensured the preparation and disclosure of all safeguard instruments as may be required for said activities in accordance with the CERC Manual, the Association has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

H. Annual Work Plan and Budget (AWP&B)

1. The Recipient shall:

(a) prepare a draft AWP&B for each Fiscal Year, setting forth, inter alia: (i) a detailed description of planned Project activities for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;

(b) on or about November 30 of each Fiscal Year and after considering the comments provided by the Association, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B, taking into account the Association’s views and recommendations thereon; and
I. Maintenance and Operation of Schemes Financed Under Parts 1 and 2

1. The Recipient shall ensure that: (a) throughout Project implementation, (i) sufficient resources required for the maintenance of the water supply and sanitation schemes financed under Parts 1 and 2 of the Project are provided to preserve the productive purpose of the Financing, and (ii) all necessary repairs and renewals of such schemes are made promptly and as needed; and (b) no later than six (6) months upon completion of the civil works for water schemes financed under Parts 1 and 2 of the Project, or at a later date agreed upon in writing with the Association before the Closing Date, bidding processes for the delegation to the private sector of the operation of said schemes have been initiated, pursuant to the requirements of this Agreement, the PIM, and the PPP Law as appropriate.

2. No later than three (3) months after the start of the civil works, or at any later date agreed upon in writing with the Association, the Recipient shall recruit a consultant to support MHA in preparing and managing said bidding processes.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than one month 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:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</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,</td>
<td>31,900,000</td>
<td>100%</td>
</tr>
<tr>
<td>Operating Costs and Training for the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Emergency Expenditures for Part 4 of the Project</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>31,900,000</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), unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said expenditures:

   (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include the proposed activities in the CERC Component in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

   (ii) the Recipient has ensured that all safeguard instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.G. of this Schedule;

   (iii) the entities in charge of coordinating and implementing the CERC Component have adequate staff and resources, in accordance with the provisions of Section I.G. of this Schedule, for the purposes of said activities; and
(iv) the Recipient has adopted the CERC Manual, in form and substance acceptable to the Association, and the provisions of the CERC Manual remain - or have been updated in accordance with the provisions of Section I.G. of this Schedule so as to be - appropriate for the inclusion and implementation of the CERC Component.

2. The Closing Date is November 30, 2025.
APPENDIX

Section I. Definitions

1. "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.

2. "ARE" means the Recipient's multisector regulatory authority (Autorité de Régulation) in charge of regulating delegation of water services and other matters within its mandate, established pursuant to Law No. 2001/18 of January 25, 2001 as amended, or its legal successor thereto.

3. "AWP&B" means the Project's annual work plan and budget, used alternatively based on the context in the plural or the singular, and referred to in Section I.H. of Schedule 2 to this Agreement.

4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. "CNRE" means the Recipient's national water resources center (Centre National des Ressources en Eau), established pursuant to Decree No. 2001/077 of July 12, 2001, or its legal successor thereto.

6. "Collaboration Agreement" means the agreement referred to in Section I.B. of Schedule 2 to this Agreement.

7. "Collaborating Entity" means an entity with which a Collaboration Agreement has been signed, namely each of ARE, the PPP Unit, CNRE, ONSER and SNDE. "Collaborating Entities" means more than one such Collaborating Entity or all such entities collectively, as the context may justify.

8. "Contingency Emergency Response Component" or "CERC Component" means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.

9. "Contingency Emergency Response Component Manual" and the acronym "CERC Manual" means the manual referred to in Section I.G. of Schedule 2 to this Agreement, to be adopted by the Recipient for the CERC Component in accordance with the provisions of said Section.

10. "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.
11. “Emergency Expenditure” means any of the eligible expenditures set forth in the CERC Manual in accordance with the provisions of Section I.G. of Schedule 2 to this Agreement and required for the CERC Component.

12. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Association, dated January 31, 2020, which sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, 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 Association.


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


17. “MHA” means the Recipient’s Ministry of Waterworks and Sanitation (Ministère de l’Hydraulique et de l’Assainissement), or its legal successor thereto.
18. “ONSER” means the Recipient’s rural water services office (Office National mauritanien des Services d’Eau en milieu Rural), established pursuant to Decree No. 210-178 of September 7, 2010 as amended, or its legal successor thereto.

19. “Operating Costs” means the incremental expenses incurred by the Recipient based on the Project’s AWP&B as approved by the Association, on account of Project implementation, management, and monitoring and evaluation, including the reasonable costs for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.

20. “PIM” and “Project Implementation Manual” means the manual referred to in Section I.D. of Schedule 2 to this Agreement.

21. “PIU” means the Project’s implementation unit referred to in Section I.A. of Schedule 2 to this Agreement.


23. “PPP Unit” means the unit within the Ministry of Economy and Industry in charge of public-private partnerships (Cellule d’Appui aux Partenariats Public-Privé en Mauritanie), established pursuant to Arrêté No. 916/MEF of November 3, 2017, or its legal successor thereto.


25. “Project Financial and Administrative Manual” means the manual referred to in Section I.D. of Schedule 2 to this Agreement.

26. “Project Manuals” means the manuals referred to in Section I.D. of Schedule 2 to this Agreement, namely the Project Implementation Manual and the Project Financial and Administrative Manual.

27. “Services Agreement” means an agreement or a memorandum of understanding entered into by the Recipient for the handover to MHA’s hydraulics and sanitation departments, of the provision of, respectively, water supply and sanitation services in Camp M’Bera.
28. "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.

29. "SNDE" means the Recipient's national water corporation (Société Nationale de Distribution d'Eau), established pursuant to Decree No. 2008/070 of March 30, 2008, or its legal successor thereto.

30. "Steering Committee" means the steering committee for the Project referred to in Section I.A. of Schedule 2 to this Agreement.

31. "Training" means the reasonable cost of training under the Project, based on AWP&B as approved by the Association, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.