H. E. Amadou Hott  
Minister of Economy, Planning and Cooperation  
Ministry of Economy, Planning and Cooperation  
Dakar  
Republic of Senegal

Re: Credit 5305-SN  
Republic of Senegal: Casamance Development Pole Project  
Second Amendment to the Financing Agreement

Excellency:

We refer to the Financing Agreement (the “Agreement”), dated November 22, 2013, for the above-mentioned Project (“Project”) between the Republic of Senegal (the “Recipient”) and the International Development Association (the “Association”), as amended. We also refer to a letter from the Recipient, dated February 01, 2019, requesting the Association for specific amendments to the Agreement.

Please note that capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meaning ascribed to them in the Agreement.

We are pleased to inform you that the Association accedes to the Recipient’s request and proposes to amend the Agreement as follows:

1. Section 3.01 is amended to read as follows:

   “3.01 The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall: (a) cause Parts A and B of the Project to be carried out by the Project Implementing Entities; and (b) carry out Part C of the Project through the Steering Committee and the Project Implementing Unit, all in accordance with the provisions of Article IV of the General Conditions and the respective Subsidiary Agreements.”

2. Part B.4 of Schedule 1 is amended to read as follows:

   “4. Strengthening of the capacity of rural communities in the area of general contracting and the maintenance of rural roads.”

3. Section I. A. of Schedule 2 (Implementation Arrangements) is deleted and replaced with the following:

   “A. Institutional Arrangements

   1. Project Steering Committee

RCA 248423. ☐ WUI 64145 ☐ FAX (202) 477-6391
The Recipient shall ensure that, throughout the implementation of the Project, the Project Steering Committee ("PSC") is maintained, with mandate, resources and composition acceptable to the Association, to be responsible for, inter alia: (i) review and approval of the Annual Work Plans and Budget and the Project’s evaluation and supervision reports; and (ii) the Project’s overall policy, and strategic guidance and oversight.

2. **Project Implementation Unit**

The Recipient shall ensure that the Project Implementation Unit ("PIU") is maintained at all times during the implementation of the Project with functions and responsibilities acceptable to the Association, and supported by qualified and experienced staff in adequate numbers, to ensure prompt and efficient implementation of the Project, assist the Recipient in the implementation of the Project, and in carrying out the coordination, monitoring, evaluation, fiduciary responsibilities and reporting and communication responsibilities under the Project and the coordination with the Project Implementing Entities as well as with financial and technical partners.

3. **Project Implementing Entities**

The Recipient shall cause each Project Implementing Entity ("PIE") to maintain, throughout the implementation of the Project, qualified and experienced staff in adequate numbers to ensure the prompt and efficient implementation of Parts A and B of the Project in their respective Casamance regions."

4. **Section I.B.4 of Schedule 2 (AGEROUTE Agreement) is deleted and Section I.B.5 (Sub-projects) is hereby renumbered Section I.B.4 (Sub-projects).**

5. **The table set forth under Section IV.2 of Schedule 2 is deleted in its entirety and replaced with the table as shown in Annex 1 to this Amendment Letter.**

6. **The Closing Date referred to in Section IV.A to Schedule 2 is amended to read as follows:**

   "3. The Closing Date is June 30, 2020."

7. **The Appendix is deleted and replaced with the Appendix set out in Annex 2 to this Amendment Letter.**

All the terms and conditions of the Agreement that have not been hereby amended shall remain in full force and effect.

Please confirm your agreement with the foregoing amendment by signing and dating the confirmation of the enclosed copy of this Amendment Letter and returning it to us. Please confirm your agreement with the foregoing amendment, on behalf of the Recipient, by signing, dating and returning to the Association the enclosed copy of this Amendment Letter. This Amendment Letter shall become effective as of 31 May, 2019 upon receipt by the Association of a countersigned copy of this Amendment Letter.
Sincerely,

Louise J. Cord
Country Director for Senegal
Africa Region

CONFIRMED AND AGREED:
REPUBLIC OF SENEGAL

By: __________________

Name: __________________
Ministère de l'Économie,
du Plan et de la Coopération
Le Ministre

Title: Amadou HOTT

Date: __________________
## REVISED TABLE

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit 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, Operating Costs, Training, and consultants’ services for the Project</td>
<td>26,083,894.57</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Refund of Preparation Advance</td>
<td>416,105.43</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>26,500,000”</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX

Section I. Definitions

1. “Agency for the Renewed Economic Activity in Casamance” means a Recipient’s agency established pursuant to presidential decree no 2004. 822 dated July 1, 2004 for the coordination and implementation of the Recipient’s economic activities in Casamance.

2. “Agricultural Packages” means sets of agricultural inputs and equipment to be defined in accordance with the PIM and to be distributed to Beneficiaries.

3. “Annual Work Plan” means each annual work plan for the Project, together with the budget and financing arrangements therefor, as approved by the Association pursuant to Section I.B.2 of Schedule 2 to this Agreement.

4. “Annual Work Plan and Budget” means each annual work plan for the Project, together with the budget and financing arrangements therefor, as approved by the Association pursuant to Section I.B.2 of Schedule 2 to this Agreement.


6. “Beneficiary” means a cooperative, youth group, women’s group or vulnerable groups in targeted communes of the Recipient’s territory selected in accordance with the eligibility criteria for Sub-projects or Micro-projects set forth in the PIM, to which a Project Implementing Entity or the Recipient proposes to provide either Agricultural Packages for a Sub-project or Micro-grants for Micro-projects.

7. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

8. “Citizen Engagement Committee” means a committee comprising members of the local community and local authorities aimed at implementing, coordinating and monitoring participatory activities to enhance citizens voice and improve accountability.

9. “Community Development Plans” means concise action plans consisting of activities, identified as development priorities by the local community, to be implemented at the local level.


11. “DDR” means Disarmament, Demobilization and Reintegration.

12. “Displaced Person” means any person 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.

13. “Environmental and Social Impact Assessment” and “ESIA” each means: (i) the environmental and social impact assessment prepared and adopted by the Recipient and published at Infoshop on July 30, 2013, and (ii) any environmental and social impact assessment for the Project, satisfactory to the Association, prepared and adopted by the Recipient in accordance with the provisions of this Agreement.

14. “Environmental and Social Management Framework” and “ESMF” each means, the Recipient’s framework entitled “Cadre de Gestion Environnementale et Sociale” for identification and management of environmental and social issues that may arise within the Project, published at Infoshop on July 30, 2013.

15. “Environmental and Social Management Plan” and “ESMP” each means any environmental and social management plan for the Project, satisfactory to the Association, prepared and adopted by the Recipient in accordance with the provisions of this Agreement.


18. “Micro-grant” means a grant made or to be made by the Recipient out of the proceeds of the Financing to a Beneficiary for a Micro-project in accordance with criteria set out in Section I.B.6 of Schedule 2 to this Agreement.

19. “Micro-grant Agreement” means an agreement between the Recipient and a Beneficiary providing for a Micro-grant.

20. “Micro-project” means a small-scale community project aimed at generating investment income for vulnerable groups of selected villages in the Recipient’s territory.”

21. “Operating Costs” means the incremental expenses, approved by the Association under each Annual Work Plan, incurred by the Recipient in connection with Project implementation, management, and monitoring, on account of office space rental and utilities, office supplies, bank charges, communications, vehicle operation and maintenance, insurance charges, building and equipment maintenance, travel and per diem for Project supervision, advertising, and salaries of contractual staff but excluding salaries of members of the Recipient’s civil service.

22. “Pest Management Plan” and “PMP” each means the pest management plan for the Project, satisfactory to the Association, prepared and adopted by the Recipient and published at Infoshop on July 30, 2013.

23. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement
signed on behalf of the Association on February 26, 2013 and on behalf of the Recipient on April 5, 2013.


25. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated July 19, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

26. “Project Implementing Unit” or “PIU” means the unit creating pursuant to [Decree No. 09388 , dated July 01, 2016 ] and operating in accordance with the provision of Section I.A.2 of Schedule 2 to this Agreement.

27. “Project Implementation Manual” and “PIM” each means the Recipient’s plan for the implementation of the Project to be prepared and adopted by the Recipient in accordance with the provisions of Section I.B.1(a) of Schedule 2 to this Agreement, as such plan may be amended from time to time with the prior written agreement of the Association, and such term includes any schedules and annexes to said plan.

28. “Project Implementing Entity” or “PIE” means each of the following, established pursuant to the Project Implementation Entities’ Legislations: (i) Agence d’Exécution des Travaux d’Intérêt Public Contre le Sous-emploi (AGETIP); (ii) Agence de Gestion des Routes (AGEROUTE); (iii) Agence Nationale d’Insertion et de Développement Agricole (ANIDA); Fonds National de Développement Agro – Sylvo – Pastoral (FNDASP); Société de Développement Agricole et Industriel (SODAGRI).


30. “Project Steering Committee” and “PSC” each mean the Project steering committee established by the Recipient pursuant to presidential decree No. 008848, dated June 12, 2013 and operating in accordance with the provisions of Section I.A.1(a) of Schedule 2 to this Agreement.

31. “Resettlement Action Plan” and “RAP” each means a resettlement action plan for the Project, satisfactory to the Association, prepared and adopted by the Recipient in accordance with the provisions of this Agreement.


33. “Safeguards Instruments” means, collectively, the ESMF, ESIA, ESMPs, PMP, RPF and RAPs prepared and adopted for this Project.
34. "Sub-project" means a specific development project to be implemented by one or more Beneficiaries under the supervision of one or more Project Implementing Entities under Part B of the Project.

35. "Subsidiary Agreement" means each of the agreements referred to in Section I.B.3 of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to a Project Implementing Entity to carry out Parts A and B of the Project in its respective region.

36. "Training" means the reasonable costs associated with the training, study tours and workshops included in each Annual Work Plan and Budget, comprising travel and subsistence costs for training, study tours and workshop participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to course preparation and implementation.