

**OFFICIAL
DOCUMENTS**

CREDIT NUMBER 5681-CV

Financing Agreement

(Ninth Poverty Reduction Support Development Policy Financing)

between

REPUBLIC OF CABO VERDE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 26, 2015

CREDIT NUMBER 5681- CV

FINANCING AGREEMENT

AGREEMENT dated _____, 2015, entered into between REPUBLIC OF CABO VERDE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, inter alia, of: (a) the actions which the Recipient has already taken under the Program and which are described in Section I.A of Schedule 1 to this Agreement; and (b) the Recipient’s maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to seven million two hundred thousand Special Drawing Rights (SDR 7,200,000) (variously, “Credit” and “Financing”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.
- 4.02. The Additional Event of Acceleration consists of the following, namely that any event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 30 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for finance and planning.

6.02. The Recipient's Address is:

Minister of Finance and Planning
Ministry of Finance and Planning
Avenida Amílcar Cabral
C.P. 30
Praia
República de Cabo Verde

Cable:	Telex:	Facsimile:
COORDENACAO	608 MCECV	(238) 61 38 97

6.03. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423(MCI)	1-202-477-6391

AGREED at District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF CABO VERDE

By

Jose Luis Rocha

Authorized Representative

Name: Jose Luis Rocha

Title: Ambassador

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

V Songwe

Authorized Representative

Name: Vera Songwe

Title: Country Director

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

A. Domestic Revenue Mobilization

1. The Recipient has promulgated and published the General Tax Code, the Judicial Procedures for Taxation and the Tax Execution Code, as evidenced through Law No. 47/VIII/2013, dated December 20, 2013, Law No. 48/VIII/2013, dated December 20, 2013, and Law No. 49/VIII/2013, dated December 26, 2013, published in the Recipient's Official Gazette, respectively on December 20, 2013, December 20, 2013 and December 26, 2013.
2. The Recipient has promulgated and published the Individual Income Tax Code and the Corporate Income Tax Code, as evidenced through the Law No. 78/VIII/2014 dated December 31, 2014, and Law No. 82/VIII/2014 dated January 7, 2015, published in the Recipient's Official Gazette respectively on December 31, 2014, and January 8, 2015.

B. Public Financial Management and National Investment System

3. The Recipient has: (a) promulgated the Public Procurement Code No. 88/VIII/2015 published in the Recipient's Official Gazette on April 14, 2015, January 21, 2015; and (b) promulgated the Law on the National Planning System No. 72/VIII/2014 published in the Recipient's Official Gazette on September 19, 2014.

C. State-Owned Enterprises' Reduction of Contingent Liabilities

4. The Recipient has approved: (a) a two-year recovery plan for TACV as evidenced through the document named "2015-2016 Strategic Plan" adopted by TACV Board of Directors on December 3, 2014; (b) a performance based management contract for TACV signed by the Recipient's Minister of Finance and Planning, the Recipient's Minister of Infrastructure and Maritime Economy, TACV President of the Board of Directors and TACV Executive Administrator in July 2014; (c) a performance based management contract for ASA signed by the Recipient's Minister of Finance and Planning, the Recipient's Minister of Infrastructure and Maritime Economy, ASA President of the Board of Directors and ASA Executive Administrators in July 2014; and (d) a performance based management contract for ENAPOR signed by the Recipient's Minister of Finance and Planning, the Recipient's Minister of Infrastructures and Maritime Economy, ENAPOR

President of the Board of Directors and ENAPOR Executive Administrators on July 29, 2014

D. Infrastructure Management

5. The Recipient has promulgated the Law on the criminalization of illegal connections to ELECTRA network No. 73/VIII/2014 published in the Recipient's Official Gazette on September 19, 2014.
6. The Recipient has approved performance based management contracts between IE and private contractors for the following four islands: Santo Antão (as evidenced through Contract No. O – 004 – TSRP dated November 20, 2013), São Nicolau (as evidenced through Contract No. O – 002 – TSRP dated November 4, 2013), Fogo (as evidenced through Contract No. O – 001 dated November 4, 2013), and Maio (as evidenced through Contract No. O – 003 dated September 8, 2014).
7. The Recipient has: (a) approved the application presented by ASA to: (i) AAC for the review of airport fees (as evidenced through ASA notification letters No. 018/15/PCA/SD dated May 6, 2015, as well as AAC letter No. 100/AAC-CA/2015 dated May 6, 2015) and; (ii) IATA for the adjustment of tariffs for regional flight information (as evidenced through ASA application letter to IATA No. 036/13/PCA/MPL dated November 28, 2013); and (b) confirmed its continued commitment to review these fees and tariffs as evidenced through the Recipient's letter No. N/Ref^a 101/GMFP/2015 dated May 14, 2015).

E. Investment Climate

8. The Recipient has established a single-window system for investments, as evidenced through the operational Recipient's website of *Cabo Verde Investimentos*: www.cv.invest.cv/CI/OSS

F. Financial Sector Stability

9. The Recipient has promulgated and published the Financial Institutions Law and the Basic Financial System Law, as evidenced through Law No. 61/VIII/2014, dated April 23, 2014, and Law No.62/VIII/2014, dated April 23, 2014, published in the Recipient's Official Gazette, on April 23, 2014.

G. Environmental Sustainability

10. The Recipient has approved the procedural manual for the selection of projects under the Environmental Fund, as evidenced through the document named "*Manual de procedimentos do Fundo do Ambiente*" dated November 2014, and the decisions from the Recipient's Ministry of Environment, Housing and Territorial Planning (*Despacho* No. 005/2015 dated May 4, 2015).

Section II. Availability of Financing Proceeds

- A. General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. Allocation of Financing Amounts.** The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing. The allocation of the amounts of the Financing to this end is set out in the table below:

Allocations	Amount of the Financing Allocated (expressed in SDR)
Single Withdrawal Tranche	7,200,000
TOTAL AMOUNT	7,200,000

- C. Withdrawal Tranche Release Conditions**
 - 1. No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the adequacy of the Recipient's macroeconomic policy framework.
- D. Deposits of Financing Amounts.** Except as the Association may otherwise agree:
 - 1. all withdrawals from the Financing Account shall be deposited by the Association into an account designated by the Recipient and acceptable to the Association;
 - 2. the Recipient shall ensure that upon each deposit of an amount of the Financing into this account, an equivalent amount is accounted for in the Recipient's budget management system in a manner acceptable to the Association; and
 - 3. within thirty (30) days of such deposit, the Recipient will provide a written report to the Association of the amount deposited in the account and credited to the Recipient's budget-management system.
- E. Excluded Expenditures**

The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association,

refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.

F. Closing Date. The Closing Date is December 31, 2015.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 15 and December 15:	
Commencing December 15, 2025, to and including June 15, 2035	1%
commencing December 15, 2035, to and including June 15, 2055	2%

* 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 3.03(b) of the General Conditions.

APPENDIX

Section I. Definitions

1. “AAC” means the Recipient’s Domestic Civil Aviation Agency (*Agência de Aviação Civil*), established and operating under the Recipient’s Decree No. 28/2004 dated July 12, 2004, as amended by Decree-Law No 31/2009 dated September 7, 2009.
2. “ASA” means the Recipient’s Airport Security Administration (*Agência de Segurança Aeroportuária*), established and operating under the Recipient’s Decree No 144/83 dated December 31, 1983, as amended in June 2001..
3. “Cabo Verde Investimentos” means the Recipient’s agency for the promotion of direct investments, established and operating under the Recipient’s Resolution No 21/2004 dated September 27, 2004, with articles of incorporation approved under Decree No. 12/2009 dated July 20, 2009..
4. “ELECTRA” means the Recipient’s Public Water and Electricity Company (*Empresa de Electricidade e Água*), established and operating under the Recipient’s Decree-Law No 37/82 dated April 17, 1982.
5. “ENAPOR” means the Recipient’s National Company for the Administration of Ports (*Empresa Nacional de Administração dos Portos*), established and operating under the Recipient’s Decree No.52/82 dated June 19, 1982.
6. “Environmental Fund” means the Recipient’s Environmental Fund (*Fundo do Ambiente*), established and operating under the Recipient’s Decree No 3/2012 dated February 28, 2012.
7. “Excluded Expenditure” means any expenditure:
 - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;
 - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
- (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party;
- (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
- (f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

8. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
9. “IATA” means the International Air Transport Association
10. “IE” means the Recipient’s Road Management Institute (*Instituto de Estradas*), established and operating under the Recipient’s Resolution No 10/2003 dated July 2, 2003.
11. “Program” means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated April 29, 2015, from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.
12. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.
13. “TACV” means the Recipient’s airline company (*Transportes Aéreos de Cabo Verde*), established and operating under the Recipient’s Law.

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the subsequent Sections in Article II are renumbered accordingly.
3. Sections 4.01 (*Project Execution Generally*), and 4.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.
4. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
5. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 4.05. Plans; Documents; Records

... (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association’s representatives to examine such records.”

- 6 Paragraph (c) of Section 4.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 4.07. Program Monitoring and Evaluation

... (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing.”

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The definition of the term “Eligible Expenditure” is modified to read as follows:

“‘Eligible Expenditure’ means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement.”

- (b) The term “Financial Statements” and its definition as set forth in the Appendix are deleted in their entirety.

- (c) The term “Payment Date” is modified by inserting the words “Interest Charges” between the words “Service Charges” and “Commitment Charges”.

- (d) The term “Project” is modified to read “Program” and its definition is modified to read as follows:

“‘Program’ means the program referred to in the Financing Agreement in support of which the Financing is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.