

GRANT NUMBER H981-ZR

Financing Agreement

(Central African Backbone Project)

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *July 25*, 2014

GRANT NUMBER H981-ZR

FINANCING AGREEMENT

AGREEMENT dated July 25th, 2014, entered into between DEMOCRATIC REPUBLIC OF CONGO ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). 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) 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 grant in an amount equivalent to fifty nine million eight hundred thousand Special Drawing Rights (SDR 59,800,000) ("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 IV of Schedule 2 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 Payment Dates are April 15 and October 15 each year.
- 2.05. The Payment Currency is Dollar

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the CAB Program. To this end, the Recipient shall carry out or cause the Project to be carried out in accordance with the provisions of Article IV of the General Conditions and the Cooperation Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The SPN Articles of Incorporation, once adopted, has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient and SPN to perform any of their obligations under this Agreement or the Cooperation Agreement.
 - (b) The ICT Enabling Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient, SPN or the ICT Wholesale Service Providers to perform any of their obligations under this Agreement, the Cooperation Agreement or the Concession Contracts.
 - (c) A situation has arisen which shall make it improbable that the CAB5 Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety days (90) days after the date of this Agreement.
- 5.02. For purposes of Section 8.05(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 years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its Minister in charge of finance.

6.02. The Recipient's Address is:

Ministry of Finance
Boulevard du 30 Juin
Commune de la Gombe
Kinshasa 1, Democratic Republic of Congo

Email: cabfinances@minfinrdc.com
Tel.: +243 99 39 000 39

6.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

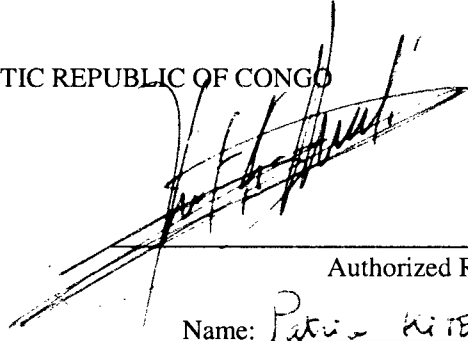
248423 (MCI)

1-202-477-6391

AGREED at *Kinshasa, DRC*, as of the day and year first above written.

DEMOCRATIC REPUBLIC OF CONGO

By



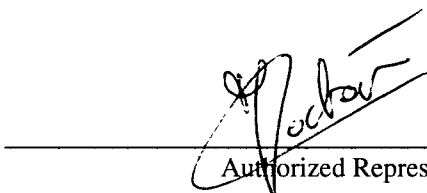
Authorized Representative

Name: Patrice KITEBI

Title: MINISTRE DES US

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: MAKHTAR DIOP

Title: VICE PRESIDENT

SCHEDULE 1

Project Description

The objective of the Project is to contribute to increase geographical reach and usage of regional broadband infrastructure and to reduce the price of services to enable more people in the Recipient's territory to access information and communication technology services.

The Project constitutes the fifth phase of the CAB Program and consists of the following parts:

Component A: Emergence of an Inclusive Digital Economy

Support the Recipient to enable and accelerate the emergence of the information society and the growth of digital economy by supporting ICT skills, create new business opportunity for local ICT firms and promote ICT sector and digitalization of the Recipient's economy through:

- (1) capacity building for MINPTNTIC in particular in management of the cd domain name;
- (2) an e-waste initiative to process the recycling electronic equipment with preparatory studies, capacity building activities and investment plan (including the construction of the e-waste center);
- (3) a Recipient intranet with definition and preparatory studies, installation of the network and purchase of equipment; and
- (4) technical assistance, works and equipment for the Kinshasa-Muanda link and leasing of SPN infrastructure by SCPT through a Concession Contract.

Component B: Construction, Management and Commercialization of the CAB5 Infrastructure through a PPP Scheme

Support the Recipient to deploy interconnected networks to form a regional network with a mix of interventions covering investment focused on improving connectivity through:

- (1) the establishment of neutral carrier hotels and national / regional IXPs;
- (2) the establishment of interregional links (in the Kinshasa, Goma, and Lubumbashi regions) to guarantee an open access network open to all operators leveraged through PPP mechanisms with: (i) broadband equipment and network (i.e. fiber-optic cables and passive equipment); (ii) the concession or lease of built infrastructure (i.e. capacity bought on

existing infrastructure or dark fibers to complete the regional network);
(iii) additional technical assistance to support effective management and monitoring of CAB networks and bandwidth which will be commercialized, on a wholesale basis in the Kinshasa, Lubumbashi, and Goma regions; and
(iv) maintenance and improvement of connections to cross border links via the most efficient routes; and

- (3) the financing of SPN operating cost for the first two years including the monitoring and the quality control of the construction.

Component C: Enabling Environment and Regulatory Effectiveness

Support the Recipient to reinforce and strengthen its regulatory tools and capacity to promote further sector reform by:

- (1) supporting the functioning of ARPTC through: (i) technical assistance to promote and strengthen cross-border coordination, to purchase frequency spectrum management regulatory tools at the borders and to prepare bidding documents for the purchase of spectrum management equipment; (ii) technical assistance to promote and strengthen network integrity and cyber-security and to prepare bidding documents for the purchase of network integrity and cyber-security equipment; (iii) technical assistance to promote an open access and wholesale pricing regime and to design regulatory toolkit, and develop regulatory tools for broadband market; and (iv) the purchase of information systems and computers.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

The Recipient shall:

1. Establish no later than three months after the Effective Date and thereafter maintain throughout the period of Project implementation, the board of the SPN, which will play the role of Steering Committee to provide overall coordination and supervision for the Project, fiduciary and governance oversight and approval of the Annual Work Programs, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.
2. Create no later than three months after the Effective Date and thereafter shall maintain throughout the period of Project implementation, the Project Fiduciary Unit, established within SPN to run the day-to-day fiduciary management and planning of the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.
3. Recruit no later than one month after the Effective Date and thereafter shall maintain throughout the period of Project implementation, three Project Focal Points, established respectively within the administrative structure of MINPTNTIC, MINPORTFOLIO and ARPTC, to provide oversight of all technical, social, and environmental matters relating to Project implementation; planning of Project activities and preparation of Annual Work Programs; monitoring and evaluation of Project activities including quality assurance; all with terms of reference and powers acceptable to the Association as further described in the Project Implementation Manual.

B. Annual Work Programs

1. The Recipient shall, not later than November 30 in each calendar year during Project implementation, prepare, through the Project Focal Points and furnish to the Association, a program of activities proposed for the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities and a proposed financing plan and a budget ("Annual Work Program").
2. The Recipient shall exchange views with and seek approval of the Association on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.

3. Only those activities which are included in an Annual Work Program shall be implemented. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the Association.

C. Cooperation Agreement

1. To facilitate the carrying out of Component B of the Project, the Recipient shall execute a cooperation agreement with SPN (once created) under grant terms and conditions approved by the Association (“Cooperation Agreement”).
2. The Recipient shall exercise its rights under the Cooperation Agreement and cause SPN to exercise its rights under said 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 or SPN shall not assign, amend, abrogate or waive the Cooperation Agreement or any of its provisions. In case of any conflict between the terms of the Cooperation Agreement and the terms of this Agreement, the terms of this Agreement shall prevail.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

E. Concession Contracts

1. To facilitate the carrying out of Component B of the Project, the Recipient shall cause SPN once created to sign contracts with ICT Wholesale Service Providers for the maintenance, the management and commercialization of the CAB5 Infrastructure, including terms and conditions approved by the Association, as further described in the Project Implementation Manual (“Concession Contracts”).
2. The Recipient shall cause SPN once created to exercise their rights under the Concession Contracts in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall cause SPN not assign, amend, abrogate or waive the Concession Contracts or any of their provisions. In case of any conflict between the terms of the Concession Contracts and the terms of this Agreement, the terms of this Agreement shall prevail.

F. Project Implementation Manual and Safeguard Documents

1. The Recipient shall carry out and cause the Project to be carried out in accordance with the provisions of the Project Implementation Manual and of the Safeguard Documents.

2. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the Project Implementation Manual, the Safeguard Documents, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual or the Safeguard Documents and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than four weeks after the end of the period covered by such report.
2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have the Financial Statements related to the Project audited, in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements related to the Project shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for the Project for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions referred to in subparagraph 3 below; (b) Shopping; and (c) Direct Contracting.
3. **Additional Provisions for National Competitive Bidding**

National Competitive Bidding may be used subject to using the open procedure ("*appel d'offres ouvert*") set forth in the Recipient's Public Procurement Law No. 10/010 dated April 27, 2010 (the "PPL") and the Manual of Procedures of the PPL as per Recipient's Decree No. 10/22 dated June 2, 2010 (the "Manual of Procedures"); provided however that such procedure shall be subject to the provisions of Section I and Paragraphs 3.3 and 3.4 of Section III of the Procurement Guidelines and the additional following modifications:

- (a) **Standard Bidding Documents:** All standard bidding documents to be used for the Project under NCB shall be found acceptable to the Association before their use during the implementation of Project.
- (b) **Eligibility:** Eligibility of bidders and acceptability of their goods and services shall not be based on their nationality and/or their origin; and association with a national firm shall not be a condition for participation in a bidding process. Therefore, except for the ineligibility situations referred to in paragraphs 1.10(a)(i) and 1.10(a)(ii) of the Procurement Guidelines, the eligibility of bidders must be based solely on their qualification, experience and capacity to carry out the contract related to the specific bidding process.
- (c) **Advertising and Bid Preparation Time:** Bidding opportunities shall be advertised at least in a national newspaper of wide circulation and on the website of the Recipient's Procurement Regulator (*Autorité de Régulation des Marchés Publics*) and bidders should be given at least 30 days from the date of invitation to bid or the date of availability of the bidding documents, whichever is later.
- (d) **Criteria for Qualification of Bidders:** Qualification criteria shall only concern the bidder's capability and resources to perform the contract taking into account objective and measurable factors. Such criteria for qualification of bidders shall be clearly specified in the bidding documents.
- (e) **Bid Evaluation and Contract Award:** A contract shall be awarded to the substantially responsive and lowest evaluated bidder provided that such bidder meets the qualification criteria specified in the bidding documents. No scoring system shall be allowed for the evaluation of bids, and no "blanket" limitation to the number of lots which can be awarded to a bidder shall apply. The criteria for bid evaluation and the contract award conditions shall be clearly specified in the bidding documents.
- (f) **Preferences:** No preference shall be given to domestic/regional bidders; to domestically/regionally manufactured goods; and to bidders forming a joint venture with a national firm or proposing national sub-contractors or carrying out economic activities in the territory of the Recipient.
- (g) **Publication of Contract Award:** Information on all contract awards shall be published in at least a national newspaper of wide circulation or in the Recipient's Procurement Regulator (*Autorité de Régulation des Marchés Publics*) web-site.
- (h) **Fraud and Corruption:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.

- (i) **Inspection and Audit Rights:** In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association's policy with respect to inspection and audit of accounts, records and other documents relating to the bid submission and contract performance.
- (j) **Requirement for administrative documents and/or tax clearance certificate:** The bidding documents shall not require foreign bidders to produce any administrative or tax related certificates prior to confirmation of awarding a contract.
- (k) **Modifications of a Signed Contract:** Any change in the contract amount which, singly or combined with all previous changes, increases the original contract amount by 15% (fifteen percent) or more must be done through an amendment to the signed contract instead of signing a new contract.

C. Particular Methods of Procurement of Consultants' Services

- 1. **Quality- and Cost-based Selection:** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
- 2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Selection based on Consultants' Qualifications; (c) Quality-based Selection; (d) Selection under a Fixed Budget; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

- 1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement

pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, Works, Non-Consulting Services, Consultants’ Services, Operating Costs, Workshops and Training for Components A, B and C of the Project, and Works for Components A2 and C of the Project	14,200,000	100%
(2) Works for Component A4 of the Project	1,900,000	100%
(3) Works for Component B of the Project	41,100,000	100%
(4) Refund of Preparation Advance	2,600,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	59,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made under Category (1) prior to the date of this Agreement;
 - (b) for payments made under Category (2) unless the Association has received the detailed terms of reference for the technical rehabilitation and support for the Kinshasa-Muanda optic fiber link and the Restructuring Schedule; all in form and substance satisfactory to the Association; and

- (c) for payments made under Category (3) unless the Association has received the Cooperation Agreement and the ICT Enabling Legislation, all in form and substance satisfactory to the Association.
2. The Closing Date is December 31, 2019.

Section V. Other Undertakings

- 1. By April 1, 2017, or such other date as the Association shall agree upon, the Recipient shall: (i) carry out jointly with SPN and the Association, a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.
- 2. On or before three months after the Effective Date, the Recipient shall create and establish SPN in form and substance satisfactory to the Association.
- 3. On or before three months after the Effective Date, the Recipient shall recruit independent auditors to carry out the audits on the Financial Statements related to the Project, under terms of reference and qualification satisfactory to the Association and to be selected in accordance with the provisions of Section III of this Schedule.

APPENDIX

Definitions

1. “Annual Work Program” means any annual work program to be prepared by the Recipient through the Project Focal Points Units in cooperation with SPN, not later than November 30 in each calendar year during Project implementation including a program of activities proposed for inclusion in the Project during the following calendar year.
2. “Anti-Corruption Guidelines” means 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.
3. “ARPTC” means *Autorité de Régulation de la Poste et des Télécommunications du Congo*, the Recipient’s regulatory authority for postal and telecommunication services, as established and operating under the Recipient’s Law No. 014.2002 dated October 16, 2002.
4. “CAB” means *Central African Backbone*, a telecommunication broadband network in Central Africa.
5. “CAB5 Infrastructure” means the infrastructure for CAB installed during the implementation of the Project in the Recipient’s territory.
6. “CAB Program” means a program designed to increase geographical reach and usage of regional broadband infrastructure and set forth or referred to in the Memorandum « *Options stratégiques pour la mise en œuvre de la cinquième phase du programme régional de réseaux de télécommunications haut débit en Afrique Centrale (CAB 5) en République Démocratique du Congo* » dated May 22, 2014.
7. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
8. “Concession Contracts” means the contracts to be signed between SPN and ICT Wholesale Service Providers for the maintenance, the management and commercialization of the CAB5 Infrastructure, including terms and conditions approved by the Association, as further described in the Project Implementation Manual.
9. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011.
10. “Cooperation Agreement” means the agreement to be signed between the Beneficiary and SPN pursuant to which the Recipient shall make part of the

proceeds of the Financing available to SPN for the carrying out of Component B of the Project including terms and conditions approved by the Association, as further described in the Project Implementation Manual.

11. “Environment and Social Management Framework” means the document dated May 23, 2014 adopted by the Recipient, which: (i) sets out the modalities to be followed by the Recipient in assessing the potential adverse environmental and social impacts of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, *inter alia*, of sections dealing with environmental and social screening processes for the Project, as published and available to the public on the website www.copirep.org, as the same may be amended from time to time with the Association prior written approval.
12. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
13. “ICT” means information and communication technology.
14. “ICT Enabling Legislation” means the new legal framework for telecommunications and information and communication technology in the territory of the Recipient to be approved by the Beneficiary.
15. “ICT Wholesale Service Providers” means collectively the service providers who have signed a Concession Contract with SPN in form and substance satisfactory to the Association, as further detailed in the Project Implementation Manual.
16. “IXP” means an Internet Exchange Point, a physical infrastructure through which internet service providers exchange internet traffic between their networks.
17. “Indigenous Peoples Planning Framework” means the document dated May 23 2014 adopted by the Recipient, which: (i) outlines measures to ensure culturally appropriate social and economic benefits under the Project and avoid, minimize, or mitigate or compensate for any potential adverse effects associated with activities to be implemented under the Project; and (ii) consists, *inter alia*, of sections dealing with social screening processes for the Project, as published and available to the public on the website www.copirep.org, as the same may be amended from time with the Association prior written approval.
18. “MINPORTFOLIO” means *Ministère du Portefeuille*, the Recipient’s Ministry of Portfolio or any successor thereto.
19. “MINPTNTIC” means *Ministère des Postes, Télécommunications et Nouvelles Technologies de l’Injormation et de la Communication*, the Recipient’s Ministry of postal and telecommunication services, new technologies of information and communication, or any successor thereto.

20. "Operating Costs" means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (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 and insurances, including health insurances and health-related services; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; and (viii) salaries of support staff for Steering Committee, the Project Fiduciary Unit, the Project Focal Points and SPN, but excluding salaries of the Recipient's civil servants.
21. "PPP" means public-private partnerships.
22. "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 December 10, 2013 and on behalf of the Recipient on December 12, 2013.
23. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011.
24. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 22, 2014 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.
25. "Project Fiduciary Unit" means the unit to be established within the administrative structure of SPN to run the day-to-day fiduciary management and planning of the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.
26. "Project Focal Points" means the consultants to be recruited by the Recipient within the administrative structure of MINPTNTIC, MINPORTFOLIO and ARPTC, to provide oversight of all technical, social, and environmental matters relating to Project implementation; planning of Project activities and preparation of Annual Work Programs; monitoring and evaluation of Project activities including quality assurance; all with terms of reference and powers acceptable to the Association as further described in the Project Implementation Manual.
27. "Project Implementation Manual" means a manual dated June 5, 2014, adopted by the Recipient and found satisfactory to the Association and which shall contain, *inter alia*: (i) the terms of reference, functions and responsibilities for the members or personnel of the Steering Committee, the Project Fiduciary Unit and the Project Focal Points; (ii) the procedures for procurement of goods, works, non-consulting services, consultants' services, Operational Costs, Training and Workshops, as well as for financial management and audits under the Project; (iii) the indicators to be

used in the monitoring and evaluation of the Project; (iv) the Annual Work Program for the first year of the implementation of the Project in form and substance satisfactory to the Association; (v) flow and disbursement arrangements of Project funds; (v) the model form for the Cooperation Agreement and the Concession Contracts; (vi) the terms of reference for the Project audits; (vii) the Safeguard Documents; as said manual may be amended from time to time with the Association's prior approval.

28. "Resettlement Policy Framework" means the document dated May 23, 2014 adopted by the Recipient, which: (i) sets out the modalities to be followed by the Recipient in assessing the potential adverse social impacts related to involuntary resettlement of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, *inter alia*, of sections dealing with social screening processes for the Project as well as for the preparation of resettlement plans, as published and available to the public on the website www.copirep.org, as the same may be amended from time
29. "Restructuring Schedule" means the document to be adopted by the Recipient detailing the steps for the implementation of the restructuring of SCPT.
30. "Safeguard Documents" means collectively: the Environmental and Social Management Framework, the Resettlement Policy Framework, and the Indigenous Peoples Planning Framework.
31. "SCPT" means *Société Congolaise des Postes et Télécoms*, a Recipient's public company in charge of the Post Office and the telecom incumbent operator, established and operating under its articles of incorporation.
32. "SPN" means "*Société de Patrimoine National*", the Recipient's state-owned holding company that will have the property of CAB5 Infrastructure to be established by the Recipient in form and substance satisfactory to the Association.
33. "SPN Articles of Incorporation" means the articles of incorporation to be adopted by the Recipient for the creation and establishment of SPN, in form and substance satisfactory to the Association.
34. "Steering Committee" means the board of the SPN established by the Recipient to provide overall coordination and supervision for the Project, fiduciary and governance oversight and approval of the Annual Work Programs, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.
35. "Workshops and Training" means workshops and training, including purchase and publication of materials, rental of facilities, course fees, study tours and travel and subsistence for participants, trainees and trainers.