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CREDIT NUMBER 5764-BF

# **Financing Agreement**

**(Economic Governance and Citizen Engagement Project)**

**between**

**BURKINA FASO**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated April 15, 2016**

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**FINANCING AGREEMENT**

AGREEMENT dated **April 15, 2016**, entered into between BURKINA FASO (“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 credit in an amount equivalent to twenty eight million four hundred thousand Euros (€28,400,000) (variously, “Credit” and “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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment; and (b) three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 1 and August 1 in each year.

- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Euro.

### **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 its Ministry of Economy and Finance in accordance with the provisions of Article IV of the General Conditions.
- 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 — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) The Recipient has: (i) established a Project Coordination Unit in accordance with Section I.A.2 of Schedule 2 to this Agreement, and (ii) recruited a Project manager, a procurement specialist, and a financial management specialist, to said Project Coordination Unit, in each case with qualifications, experience, and terms of reference satisfactory to the Association.
  - (b) The Recipient has adopted a Project Implementation Manual, in accordance with Section I.B of Schedule 2 to this Agreement, and in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date one hundred and eighty (180) days after the date of this Agreement.
- 4.03. 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 (20) years after the date of this Agreement.

**ARTICLE V— REPRESENTATIVE; ADDRESSES**

5.01. The Recipient's Representative is its minister responsible for finance.

5.02. The Recipient's Address is:

Ministry of Economy and Finance  
03 BP 7050  
Ouagadougou 03  
Burkina Faso

Telex:

Facsimile:

5555

226-25-31-27-15

5.03. The Association's Address is:

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

Telex:

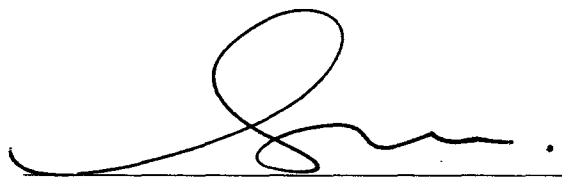
Facsimile:

248423 (MCI) 1-202-477-6391

AGREED at *Washington, D.C.*, as of the day and year first above written.

BURKINA FASO

By



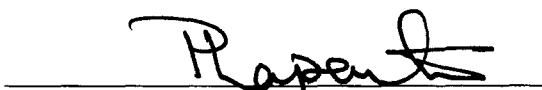
Authorized Representative

Name: Hadizatou Rosine COULIBALY/SORI

Title: Minister of Economy, Finance and Development

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Pierre Laporte

Title: Country Director for Burkina

## SCHEDULE 1

### Project Description

The objectives of the Project are to enhance domestic revenue mobilization and improve the use of public resources by strengthening accountability mechanisms, revenue collection systems and public expenditure management.

The Project consists of the following parts:

#### **Part 1: Strengthening Citizen Engagement and Accountability**

- (a) *Enhancing public sector transparency*
  - (i) Enhancement of proactive disclosure of information in the finance, education and health sectors, including through: (A) the preparation and implementation of information and data disclosure guidelines for MoEF, MoEL, and MoH; (B) updating of MoEF's, MoEL's and MoH's websites, and preparation and dissemination by MoEF of a citizen's budget; and (C) development of a related strategy to support the production and dissemination of citizen's budgets.
  - (ii) Promotion of the utilization of information to improve public sector accountability, including through: (A) capacity building for independent budget monitoring and analysis by CIFOEB; and (B) capacity building for journalists with respect to media coverage of budgetary processes and service delivery.
- (b) *Developing accountability mechanisms in service delivery*
  - (i) Promotion of accountability including through: (A) capacity building for stakeholders (government and CSOs) in the education and health sectors with respect to citizen engagement; (B) the development and implementation of a memorandum of understanding for the establishment of citizen engagement committees in MoEL and MoH to support the design, implementation and oversight of activities under this Part 1(b)(i); (C) establishment of a customer service unit within each of MoEL and MoH, including a multi-level grievance redress mechanism for addressing service delivery issues; (D) development and implementation of a sector-wide citizen engagement strategy in each of MoEL and MoH; and (E) supporting systematic tracking and reporting on sector spending by MoEL and MoH.

- (ii) Development and piloting of a third party monitoring and feedback mechanism at the service provider level for the health and education sectors.
  - (iii) (A) Carrying out of a feasibility study for the establishment of an ICT platform for community engagement, feedback and monitoring in the health and education sectors; and (B) design and development of the said ICT system, based on the outcomes of the said feasibility study.
  - (iv) (A) Capacity building for CSOs with respect to service delivery monitoring and advocacy; and (B) provision of support to CNOSC for: (1) the provision of independent oversight of activities under this Part 1(b)(iv) of the Project; and (2) the organization of an annual review and learning event on good governance with selected line ministries and stakeholders.
- (c) *Consolidating mechanisms and capacity to fight fraud and corruption*
- (i) Strengthening of institutional capacity to implement the Recipient's anti-corruption legislation, including through: (A) the establishment of an asset declaration system at ASCE; (B) supporting the establishment an anti-corruption unit within ASCE, including the development of procedures and guidelines for investigations and provision of on-the-job technical assistance for investigatory capacity building; (C) development and implementation of a communication strategy for the Recipient's anti-corruption legislation; and (D) supporting the development and implementation by REN-LAC of an independent monitoring tool to track the implementation of the Recipient's anti-corruption legislation.
  - (ii) Improving the adjudication of corruption cases, including through: (A) supporting the operationalization of the anti-corruption criminal branches of the Recipient's first instance courts in Bobo-Dioulasso and Ouagadougou; and (B) supporting the independent monitoring by REN-LAC of corruption cases submitted to the said first instance courts.

**Part 2: Improving Domestic Revenue Mobilization and Public Expenditure Management**

- (a) *Broadening the tax base and simplifying customs clearance and tax procedures*
- (i) Improving the reliability of the tax base, including through: (A) conducting a general census of taxpayers to identify and register taxpayers; (B) carrying out an audit and overhaul of the Recipient's tax identification file and establishment of a national tax identification system for companies and associations; (C) carrying out of studies to assess

options for the reorganization of VAT billing, the revision of eligibility criteria for VAT collection, and liability thresholds; and (D) conducting a census of regulated professions and carrying out a study on the impact of single and global taxation on income.

- (ii) Streamlining of customs clearance procedures and tax non-compliance investigations, including through: (A) carrying out consultations for, and development and drafting of, a general tax code and related regulations; (B) drafting of a manual of procedures, professional monographs, sector studies, and guidebooks for tax administration and fiscal verification, and provision of related training to tax officers; (C) acquisition of quantity and quality control instruments for hydrocarbons for use by customs officials; and (D) development and implementation of a communication plan for tax issues and carrying out of a taxpayer satisfaction survey.
- (b) *Enhancing revenue and budget management information systems*
- (i) Modernization of the Recipient's revenue administration ICT systems, including through: (A) upgrading of network, security and hardware infrastructure to support the rollout of said ICT systems to remote customs and tax offices and warehouses; (B) development and activation of additional functionality modules for said ICT systems, including the Recipient's tax administration system; and (C) enhancement of interconnection between the said ICT systems and core public finance management information systems, including ASYCUDA World.
  - (ii) Upgrading and adaptation of the Recipient's existing budget management ICT systems, including through: (A) network infrastructure capacity and performance enhancement; (B) primary data center rehabilitation and set up of a disaster recovery center; (C) supporting systems integration and master data management; (D) provision of technical assistance and advisory services for financial management information systems adaptation and roll out; and (E) capacity building to support the upgrading and provision of support to the relevant ICT specialists, administrators and users of the said information systems.
- (c) *Strengthening public procurement management and capacity*
- (i) Provision of technical assistance to MoEL, MoH and MoI for the strengthening of their public procurement capacity, including through: (A) developing and disseminating techniques and procedures for the use of new procurement tools, including contracts under framework agreements and multi-year contracts; and (B) piloting a feedback mechanism at the service provider level to support improved monitoring of key infrastructure projects.



- (ii) Development of electronic systems to enable: (A) transactions between contracting authorities of MoEL, MoH and MoI, DG-CMoEF and ARCOP; and (B) the establishment of an information tracking system within contracting authorities and a contracts database for statistical and archival purposes.
  - (iii) Supporting the professionalization of the Recipient's procurement function, including through: (A) conducting a procurement capacity and training needs assessment; and (B) carrying out of a study to assess options for a system for minimum qualification requirements and certification processes for the procurement function and supporting implementation of the said system.
- (d) *Cash, debt and treasury management*
- (i) Strengthening of the Recipient's cash and debt management systems, including through: (A) development of a cash management database and cash flow forecasting model; (B) improvement of debt management and operational risk management; (C) updating and dissemination of a manual of procedures for debt management; (D) provision of technical assistance to support the improvement of the Recipient's liquidity management and predictability of budget releases to line ministries; (E) capacity building for key staff with respect to debt and cash management; and (F) provision of technical assistance and advisory services for the implementation of an electronic fund transfer system to secure and centralize cash and check collection.
- (e) *Strengthening predictability and control on budget execution*
- (i) Establishment of an effective directorate of public procurement and financial control, including through: (A) diagnosis of bottlenecks in the Recipient's financial control processes, and development and implementation of an action plan to address said bottlenecks; (B) development of modulated financial control procedures and revision of the related control standards and manual; and (C) capacity building for financial controllers, in accordance with the said revised control standards and manual.
  - (ii) Establishment of effective internal audit units across selected ministries, departments and agencies, including through: (A) an update of internal audit procedures and operational tools, and provision of training on risk assessment techniques and risk based auditing; (B) carrying out of a re-assessment of the risk mappings of selected key line ministries; (C) provision of technical assistance by ASCE to internal audit units, including the development of a quality assurance mechanism and

continued professional development; and (D) acquisition of computers and other key equipment for selected internal audit units.

- (iii) Provision of support to the *Cour des Comptes* for the implementation of a risk based audit approach and the carrying out of performance audits, including through: (A) the development and implementation of a risk-based audit approach and other modern audit methodologies and tools; (B) enhancement of coordination between internal and external audit functions; and (C) capacity building for the carrying out of performance and special audits.

**Part 3: Rapid Response Facility**

- (a) Support for the development and implementation of activities and initiatives to support the Recipient's governance and public finance management reforms, including, *inter alia*, the implementation of performance based budgeting; the introduction of multi-year budgeting; supporting the devolution of commitment authority to line ministries; modernization of public investment practices; and civic engagement in public oversight (collectively, "RRF Activities").
- (b) Provision of RRF Grants to CSO Beneficiaries to finance RRF Subprojects.

**Part 4: Project Management Support**

- (a) Provision of support for Project implementation and coordination, including for financial management, audit, procurement, and change management activities.
- (b) Provision of support for Project monitoring and evaluation, including through: (a) strengthening of monitoring and evaluation capacity; (b) carrying out of independent reviews of Project performance; and (c) strengthening of communication to support Project coordination.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements.

###### 1. *Project Steering Committee*

The Recipient shall, by no later than three (3) months after the Effective Date, establish and maintain, throughout the implementation of the Project, a Project Steering Committee, with a composition, mandate, terms of reference, and resources acceptable to the Association, to be responsible for: (a) providing strategic and policy guidance for the Project; (b) reviewing the progress of Project implementation; (c) endorsing Annual Work Plans and Budgets; and (d) reviewing and endorsing Project progress and financial reports.

###### 2. *Project Coordination Unit*

(a) The Recipient shall establish and maintain, throughout the implementation of the Project, a Project Coordination Unit within MoEF, with a composition, mandate, terms of reference, and resources acceptable to the Association, to be responsible for, *inter alia*: overall Project coordination and implementation, including the preparation of Annual Work Plans and Budgets, procurement, financial management, and monitoring and evaluation.

(b) Without limitation on the provisions of paragraph (a) immediately above, the Recipient shall: (i) by no later than three (3) months after the Effective Date, recruit an accountant to the Project Coordination Unit; and (ii) by no later than six (6) months after the Effective Date, recruit three (3) program experts and a monitoring and evaluation specialist to the Project Coordination Unit, in each case with qualifications, experience and terms of reference acceptable to the Association.

##### B. Project Implementation Manual

1. The Recipient shall prepare, in accordance with terms of reference acceptable to the Association, a Project implementation manual, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) monitoring, evaluation, reporting and communication; (e) the eligibility criteria, guidelines and detailed procedures for the selection and administration of RRF Activities and RRF Subprojects, including a sample RRF Grant Agreement; and (f) such other administrative, financial,

technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall afford the Association a reasonable opportunity to review such manual, and shall thereafter adopt such manual as shall have been approved by the Association (“Project Implementation Manual” or “PIM”).
3. The Recipient shall carry out the Project in accordance with the PIM and shall not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, without the prior written agreement of the Association.
4. In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

**C. Annual Work Plans and Budgets**

1. No later than February 15 of each calendar year, the Recipient shall prepare a draft annual work plan and budget for the Project (including training and Operating Costs) for the subsequent fiscal year of Project implementation, of such scope and detail as the Association shall have reasonably requested.
2. The Recipient shall afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out (or cause to be carried out) such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association (“Annual Work Plan and Budget”). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.
3. The Recipient shall ensure that any training proposed to be included in an Annual Work Plan and Budget, shall include, *inter alia*: (a) particulars of the training envisaged; (b) the criteria for selection of the personnel to be trained, and such personnel, if known; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training, if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.
4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association’s prior written agreement.

**D. Rapid Response Facility**

1. Each RRF Activity shall be: (a) eligible for financing upon the Recipient’s determination, on the basis of an appraisal conducted in accordance with the criteria, guidelines and detailed procedures acceptable to the Association and

elaborated in the PIM, that the RRF Activity satisfies the eligibility criteria specified in the PIM; and (b) included in the Annual Work Plan and Budget.

2. The Recipient shall provide RRF Grants to CSO Beneficiaries for RRF Subprojects in accordance with eligibility criteria and procedures acceptable to the Association, and further elaborated in the PIM, which shall include the following:
  - (a) No proposed RRF Subproject shall be eligible for financing under an RRF Grant to a CSO Beneficiary unless the Recipient shall have determined, on the basis of an appraisal carried out in accordance with criteria, guidelines and detailed procedures acceptable to the Association and elaborated in the PIM, that:
    - (i) the proposed RRF Subproject consists of an RRF Activity that satisfies the eligibility criteria specified in the PIM; and
    - (ii) the proposed CSO Beneficiary: (A) is a CSO with the organization, management, technical capacity necessary to carry out the proposed RRF Subproject; and (B) has prepared a satisfactory implementation plan for the RRF Subproject.
3. The Recipient shall make each RRF Grant under an RRF Grant Agreement with the respective CSO Beneficiary on terms and conditions approved by the Association, which shall include the following:
  - (a) The RRF Grant shall be made on a non-reimbursable grant basis, subject to paragraph 3(b)(i) immediately below.
  - (b) The Recipient shall obtain rights adequate to protect its interests and those of the Recipient and the Association, including the right to:
    - (i) suspend or terminate the right of the CSO Beneficiary to use the proceeds of the RRF Grant, or obtain a refund of all or any part of the amount of the RRF Grant then withdrawn, upon the said CSO Beneficiary's failure to perform any of its obligations under the RRF Grant Agreement; and
    - (ii) require each CSO Beneficiary to:
      - (A) carry out its RRF Subproject 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 in accordance with the provisions

of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;

- (B) provide, promptly as needed, the resources required for the purpose;
  - (C) procure the goods and services to be financed out of the RRF Grant, as applicable, in accordance with the provisions of Section III of Schedule 2 to this Agreement;
  - (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Subproject and the achievement of its objectives;
  - (E) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect its operations, including the operations, resources and expenditures related to the RRF Subproject; and (2) at the Recipient's or the Association's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, promptly furnish the statements as so audited to the Recipient and the Association, and permit the Association to make such statements as so audited available to the public;
  - (F) enable the Recipient and the Association to inspect the RRF Subproject, its operation and any relevant records and documents; and
  - (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
4. The Recipient shall exercise its rights and carry out its obligations under each RRF Grant 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 shall not assign, amend, abrogate or waive any RRF Grant Agreement or any of its provisions.

**E. Anti-Corruption**

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

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

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. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than forty five (45) days after the end of the period covered by such report.

**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. The Recipient shall prepare and furnish to the Association not later than forty five (45) 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 its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) 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 each such period shall be furnished to the Association not later than six (6) months after the end of such period.
4. The Recipient shall: (a) acquire and install in MoEF, not later than three (3) months after the Effective Date, accounting software with specifications satisfactory to the Association; (b) maintain such accounting software in a manner acceptable to the Association throughout the implementation of the Project; and (c) provide training to the relevant staff of MoEF with respect to the use of such software, in a manner acceptable to the Association.

**Section III. Procurement**

**A. General**

1. **Goods and Non-consulting Services.** All goods 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 and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the following additional provisions: the Recipient shall use the Association's standard bidding documents or other bidding documents which shall have been found acceptable to the Association prior to their use; (b) Shopping; and (c) Direct Contracting.

**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) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants'



Qualifications; (e) Single-source Selection of consulting firms; (f) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (g) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (h) 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:

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consultants' services, Training and Operating Costs for Parts 1; 2; 3(a); and 4 of the Project	26,500,000	100%
(2) RRF Grants under Part 3(b) of the Project	900,000	100%
(3) Refund of Preparation Advance	1,000,000	Amount payable pursuant to Section 2.07 of the General Conditions
<b>TOTAL AMOUNT</b>	28,400,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is December 31, 2021.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each February 1 and August 1, commencing August 1, 2022 to and including February 1, 2054	<b>1.5625%</b>

\* 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

### Definitions

1. “Annual Work Plan and Budget” means an annual work plan and budget referred to in Section I.C of Schedule 2 to this Agreement.
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. “ARCOP” means *Autorité de régulation de la commande publique*, the Recipient’s public procurement regulatory body, established and operating pursuant to the Recipient’s Decree 2014-554/PRES/PM of June 27, 2014; or any successor thereto.
4. “ASCE” means *Autorité supérieure de contrôle de l’Etat*, the Recipient’s anti-corruption agency, established and operating pursuant to Law No. 032/2007/AN of November 29, 2007, of the laws of the Recipient; or any successor thereto.
5. “ASYCUDA World” means the ASYCUDA World software, a version of the Automated System for Customs Data, a computerized customs management system developed by the United Nations Conference on Trade and Development.
6. “Basis Adjustment” means the Association’s standard basis adjustment for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
7. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
8. “CIFOEB” means *Centre d’Information, de formation et d’études sur le Budget*, established on September 18, 2003 and operating pursuant to Récépissé no. 2003/498/MATD/SG/DGLPAP/DOASOC.
9. “CNOSC” means *Conseil national des organisations de la société civile*, established on December 1992 and operating pursuant to Law No. 10/92/ADP, of the laws of the Recipient; or any successor thereto.
10. “*Cour des Comptes*” means the *Cour des Comptes*, the Recipient’s supreme audit institution, established and operating pursuant to Organic Law No. 014-2000/AN of May 16, 2000, of the laws of the Recipient; or any successor thereto.

11. “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 (revised July 2014).
12. “CSOs” means civil society organizations, and “CSO” means one such organization.
13. “CSO Beneficiary” means a CSO, meeting the eligibility requirements set forth in Section I.D of Schedule 2 to this Agreement and in the PIM, to which an RRF Grant is provided; and “CSO Beneficiaries” means more than one such beneficiary.
14. “DG-CMoEF” means *Direction générale du contrôle des marchés publics et des engagements financiers du ministère de l’économie et des finances*, the financial commitments and public procurement control directorate under MoEF; or any successor thereto.
15. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
16. “ICT” means information communication technology.
17. “Ministry of Economy and Finance” and “MoEF” mean the Recipient’s ministry responsible for economy and finance; or any successor thereto.
18. “MoEL” means the Recipient’s ministry responsible for education and literacy; or any successor thereto.
19. “MoH” means the Recipient’s ministry responsible for health; or any successor thereto.
20. “MoI” means the Recipient’s ministry responsible for infrastructure; or any successor thereto.
21. “Operating Costs” means reasonable cost of goods and non-consulting services required for the day-to-day implementation of the Project, incurred by the Recipient (which expenditures would not have been incurred absent the Project), including consumable materials and supplies, communications services (postage, telephone and internet), media and printing services, translation and interpretation services, office space rental and utilities, leasing and/or routine repair and maintenance of vehicles, equipment, facilities and office premises, fuel costs, bank and insurance charges required for the Project, administrative support staff, and Project staff travel, lodging and per diems, but excluding salaries (including bonuses, fees and honoraria or equivalent payments) of officials of the Recipient’s civil service.

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 July 24, 2015, and on behalf of the Recipient on July 31, 2015.
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 (revised July 2014).
24. "Procurement Plan" means the Recipient's procurement plan for the Project, dated December 3, 2015, 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 Coordinating Unit" means the Recipient's Project coordination unit referred to in Section I.A.2 of Schedule 2 to this Agreement.
26. "Project Implementation Manual" and "PIM" mean the Recipient's Project implementation manual referred to in Section 1.B of Schedule 2 to this Agreement.
27. "Project Steering Committee" means the Recipient's Project steering committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
28. "REN-LAC" means *Réseau national de lutte contre la corruption*, established on December 20, 1997; or any successor thereto.
29. "RRF Activity" means an activity under Part 3(a) of the Project, and "RRF Activities" means more than one such activity.
30. "RRF Grant" means a grant made or to be made out of the proceeds of the Financing to a CSO Beneficiary for an RRF Subproject, in accordance with the provisions of Section I.D of Schedule 2 to this Agreement; and "RRF Grants" means more than one such grant.
31. "RRF Grant Agreement" means an agreement, entered into in accordance with Section I.D of Schedule 2 to this Agreement, between the Recipient and a CSO Beneficiary providing for an RRF Grant.
32. "RRF Subproject" means an RRF Activity to be carried out by a CSO Beneficiary, meeting the criteria set forth in Section I.D of Schedule 2 to this Agreement and in the PIM, in support of which an RRF Grant is provided to a CSO Beneficiary; and "RRF Subprojects" means more than one such subproject.
33. "Training" means training, workshops, conferences, study tours, fellowships and scholarships conducted in the territory of the Recipient and abroad, including the reasonable and necessary incremental expenditures incurred on account of

organizing or attending learning and knowledge dissemination events, including, fees for educational institutions; fees and allowances for resource persons; travel, board and lodging for resource persons and trainees; logistics and materials associated with conferences, seminars, workshops, study tours, fellowships and scholarships; and other training costs directly associated with the Project but excluding: (a) those provided through consulting services; and (b) salaries (including bonuses, fees and honoraria or equivalent payments) of officials of the Recipient's civil service.

34. "VAT" means value added tax.