

Public Disclosure Authorized

# OFFICIAL DOCUMENTS

---

---

LOAN NUMBER 8624-GA

## Loan Agreement

(eGabon Project)

between

GABONESE REPUBLIC

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

Dated July 21<sup>st</sup>, 2016

---

---

# OFFICIAL DOCUMENTS

LOAN NUMBER 8624-GA

## LOAN AGREEMENT

Agreement dated July 21, 2016, 2016, between GABONESE REPUBLIC ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank 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 — LOAN

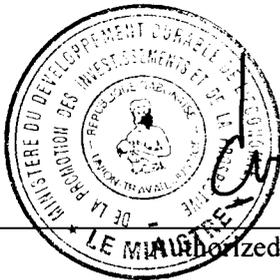
- 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of fifty one million five hundred thousand Euros (€51,500,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02(e) of the General Conditions.

- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05(c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.
- 2.09. Without limitation upon the provisions of paragraph (a) of Section 2.08 of this Agreement and unless otherwise notified by the Borrower to the Bank in accordance with the provisions of the Conversion Guidelines, the interest rate basis applicable to the aggregate principal amount of the Loan withdrawn during each Interest Period shall be changed from the initial Variable Rate to a Fixed Rate for the full maturity of such amount in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.



AGREED at Libreville, Gabonese Republic, as of the day and year first above written.

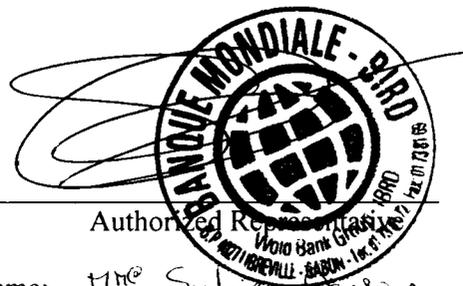
GABONESE REPUBLIC

By  \_\_\_\_\_  
Authorized Representative

Name: S.E.TI. Régis Imbouault

Title: Ministre du Développement Durable, de l'Economie, de la Promotion des Investissements et de la Prospective.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By  \_\_\_\_\_  
Authorized Representative

Name: M<sup>re</sup> Sylvie Dossou

Title: Représentant Résident de la Banque Mondiale.

## SCHEDULE 1

### Project Description

The objectives of the Project are to: (i) improve the timeliness and availability of information to support the delivery and management of public health services; and (ii) foster the development and roll-out of eHealth applications and services, and ICT services more generally.

The Project consists of the following parts:

#### **Part A: Strengthening the National Health Information System**

1. (a) preparing appropriate standards to guide the information system in the Borrower's health sector and organizing workshops designed to validate said standards at the national and local level; (b) managing and disseminating said standards through: (i) development of a data standard management system allowing for data to be stored, published and updated regularly in one place; and (ii) provision of Trainings and workshops for all stakeholders.
2. Undertaking detailed feasibility and design studies for the NHIS aimed at developing a national eHealth architecture and provision of goods required for the purpose.
3. Developing and implementing a change management strategy and undertaking an effective redesign process aiming at complementing the roll-out of the NHIS, including, *inter alia*: (a) strengthening the national structures responsible for the development and management of the NHIS with sufficient resources to support the national network of data managers; and (b) implementing a new governance model for health information that includes the regional and departmental stakeholders; and provision of Training in change management and operation of the NHIS.
4. Developing and implementing an extensive knowledge management program in the eHealth sector, including: (a) international study tours in selected best practice countries; (b) establishment of an association to promote eHealth among private sector actors and health professionals; (c) planning of an international eHealth forum in the Borrower's territory once the NHIS is successfully operational; and (d) carrying out dissemination and communication activities for all stakeholders.
5. Developing an integrated NHIS based on the feasibility studies provided for under Part A.2. of the Project, to achieve a system with all necessary data transferable between various system modules and setting-up a national health information center responsible for data warehouse operation, management of norms and standards, system maintenance and operation of a helpdesk.

6. Rolling-out the NHIS developed based on the feasibility studies prepared under Part A.2 of the Project, including provision of the hardware and software required for implementation, Operating Costs and related Trainings at the central level and in health facilities.
7. Carrying out a program of activities aimed at building the capacity of technicians and information system capabilities of administrators within the MSPSSN and related agencies in information technology.
8. Supporting the Borrower in the development of: (a) national health plan; and (b) results-based financing pilot in the health sector; and the implementation of said national health plan.

**Part B: Advancing the Digital Innovation Ecosystem Development**

1. Carrying out a program of activities to assist the Borrower in accelerating the development of a local digital innovation ecosystem, through: (a) undertaking feasibility studies for the establishment of private-sector led digital incubators on large and small scale level and organizing validation workshops for stakeholders; (b) designing and implementing a knowledge management program including study tours and an international digital innovation forum to promote digital innovation ecosystem in the Borrower's territory; (c) setting-up and operationalizing selected private-sector led incubators including, *inter alia*, provision and refurbishing of office space, assistance in managers recruitment, capacity building for incubators teams, and technical assistance in digital innovation system; (d) developing and implementing a digital innovation ecosystem promotion strategy; (e) undertaking studies with a focus on options to improve the enabling environment for digital entrepreneurs; and (f) provision of Training.
2. Organizing a business plan competition aimed at assisting entrepreneurs in launching new businesses with a focus on ICT-enabled business concepts, through: (a) organizing an information campaign to raise awareness and invite proposals for new business ideas; (b) selection of most promising business concepts; (c) support in the drafting of business plans and provision of required Training in the areas of business planning and entrepreneurship; (d) provision of Sub-Grants to selected Beneficiaries as seed capital for specific development projects; and (e) technical assistance and mentoring for the carrying out of Subprojects.
3. Carrying out a program of activities aimed at energizing the software developers' community and attracting talent to the digital economy while providing skills and knowledge to develop startup projects, through the planning and implementation of digital competition series including Training; and international exchange programs in internet programming, entrepreneurship, and problem-solving skills.

4. Carrying out a program of activities aimed at building the capacity of the ministry in charge of digital economy in digital economy policy design, oversight and implementation.

**Part. C: Project Management, coordination, monitoring and evaluation of the Project**

Support to the Borrower in the areas of Project coordination, supervision, financial management, procurement, monitoring and evaluation, communication, audits, and preparation and supervision of implementation of the Safeguard Instruments, preparation of related surveys, including through the provision of Training, Operating Costs, goods and services for the required purpose.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

##### 1. NHIS Strengthening Steering Committee

In order to ensure proper implementation of Part A of the Project, the Borrower shall maintain at all times during Project implementation, with composition, mandate and resources satisfactory to the Bank, a committee, to be chaired by the Minister in charge of health and comprised of representatives of key ministries and agencies, to be responsible for providing overall guidance and strategic support to the Project, including, *inter alia*, endorsing the proposed Annual Work Plan and budget for Part A of the Project (the “NHIS Strengthening Steering Committee”).

##### 2. Digital Transformation Steering Committee

In order to ensure proper implementation of Part B of the Project, the Borrower shall maintain at all times during Project implementation, with composition, mandate and resources satisfactory to the Bank, a committee, to be chaired by the Minister in charge of digital economy and comprised of representatives of key ministries and agencies, to be responsible for providing overall guidance and strategic support to the Project, including, *inter alia*, endorsing the proposed Annual Work Plan and budget for Part B the Project (the “Digital Transformation Steering Committee”).

##### 3. Project Implementation Unit

In order to ensure proper and efficient implementation of the Project, the Borrower shall maintain, at all times during Project implementation, the CN-TIPPEE, with a mandate, staffing and other resources satisfactory to the Bank to be the implementation unit for the Project (“Project Implementation Unit” or “PIU”). To this end, the Project Implementation Unit shall be: (a) comprised of qualified and competent staff in adequate numbers; including the CN-TIPEE permanent secretary; a procurement specialist; a project manager; a financial management specialist; a monitoring and evaluation specialist; an environmental and social safeguard specialist; and an accountant; and (b) responsible for day to day Project coordination and implementation, including: (i) carrying out Project financial management and procurement activities; (ii) preparing Annual Work Plans and consolidating Annual Work Plans endorsed by the NHIS Strengthening Steering Committee and the Digital Transformation Steering Committee; (iii) ensuring compliance with Safeguard Instruments for Project activities; and (iv) monitoring and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports.

**B. Project Operational Manual**

1. Prior to the Effective Date, the Borrower shall prepare, in accordance with terms of reference acceptable to the Bank, and furnish to the Bank a proposed operational manual for the Project containing detailed: (a) implementation; (b) administrative; (c) procurement; (d) financial management and accounting; (e) monitoring and evaluation procedures and arrangements; and (f) a grievance mechanism for the Project. Said manual to further include, *inter alia*, an elaboration of the eligibility criteria and terms and conditions, and procedures for preparation, approval and monitoring and evaluation, of Sub-Grants.
2. Prior to the Effective Date, the Borrower shall: (a) furnish such manual to the Bank for review and approval; (b) afford the Bank a reasonable opportunity to exchange views with the Borrower on said manual; and (c) thereafter adopt said manual as shall have been approved by the Bank ("Project Operational Manual" and "POM").
3. The Borrower shall carry out the Project in accordance with the Project Operational Manual; and shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned manual, or any provision thereof, without the prior written agreement of the Bank.
4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Operational Manual and those of this Agreement, the provisions of this Agreement shall prevail.

**C. Annual Work Plan**

1. The Borrower shall prepare, in accordance with terms of reference acceptable to the Bank, and furnish to the Bank not later than November 30 of each calendar year throughout the implementation of the Project, a work plan of activities proposed for inclusion in the Project for the next calendar year, together with a budget for such activities and a timetable for their implementation.
2. The Borrower shall: (i) afford the Bank a reasonable opportunity to exchange views with the Borrower on such proposed work plan; and thereafter; (ii) carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the Bank ("Annual Work Plan").
3. Only such activities as shall have been included in the Annual Work Plan shall be eligible for inclusion in the Project and for financing out of the proceeds of the Loan.

**D. Anti-Corruption**

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

**E. Safeguards**

1. The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Safeguard Instruments.
2. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall regularly collect, compile and submit to the Bank every calendar semester, reports, in form and substance satisfactory to the Bank, on the status of compliance with the Safeguard Instruments, giving details of:
  - (a) measures taken in furtherance of such Safeguard Instruments;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Instruments; and
  - (c) remedial measures taken or required to be taken to address such conditions.
3. The Borrower shall afford the Bank a reasonable opportunity to review the reports prepared under paragraph 2 of this Part D, and thereafter shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the Bank so as to ensure the proper implementation of the Project in accordance with the Safeguard Instruments.

**F. Sub-projects**

1. The Borrower shall make Sub-Grants to Beneficiaries for Sub-projects in accordance with eligibility criteria and procedures set forth in the POM and acceptable to the Bank, which shall include the following:
  - (a) No proposed Sub-project shall be eligible for financing under a Sub-Grant to a Beneficiary unless the Borrower shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Bank and elaborated in the Project Operational Manual, that:
    - (i) the proposed Sub-project: (A) is designed to encourage investments based on selected business plans; (B) is technically feasible and economically and financially viable; and (C) shall not include any civil works; and
    - (ii) the proposed Beneficiary: (A) is a natural person or a legal entity established and operating under the laws of the Borrower with the organization, management, technical capacity and financial resources necessary to carry out the proposed Sub-project; and (B) has prepared a satisfactory business plan, including financing plan and budget, and a satisfactory implementation plan for the proposed Sub-project.

- (b) The maximum amount: (i) of all Sub-Grants to a single Beneficiary shall not exceed the equivalent of US\$80,000; and (ii) of each Sub-Grant for a Sub-project shall not exceed: (A) US\$80,000 in the case of a medium enterprise as determined in accordance with the POM; and (B) US\$40,000 in the case of a small enterprise as determined in accordance with the POM.
2. The Borrower shall make each Sub-Grant under a Sub-Grant Agreement with the respective Beneficiary on terms and conditions approved by the Bank, which shall include the following:
- (a) The Sub-Grant shall be made on a non-reimbursable grant basis.
  - (b) The Borrower shall obtain rights adequate to protect its interests and those of the Bank, including the right to:
    - (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-Grant, or obtain a refund of all or any part of the amount of the Sub-Grant then withdrawn, upon the Beneficiary's failure to perform any of its obligations under the Sub-Grant Agreement; and
    - (ii) require each Beneficiary to:
      - (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower;
      - (B) provide, promptly as needed, the resources required for the purpose;
      - (C) procure the goods and services to be financed out of the Sub-Grant in accordance with the provisions of Section III of this Schedule;
      - (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the Sub-project 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 Bank, both in a manner adequate to reflect its operations, including the operations, resources and expenditures related to the Sub-project; and (2) at the Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with

consistently applied auditing standards acceptable to the Bank, and promptly furnish the statements as so audited to the Borrower and the Bank, and permit the Bank to make such statements as so audited available to the public, along with the Sub-Grant Agreement;

- (F) enable the Borrower and the Bank to inspect the Sub-project, its operation and any relevant records and documents; and
  - (G) prepare and furnish to the Borrower and the Bank all such information as the Borrower or the Bank shall reasonably request relating to the foregoing.
3. The Borrower shall exercise its rights and carry out its obligations under each Sub-Grant Agreement in such manner as to protect the interests of the Borrower and the Bank and to accomplish the purposes of the Loan. Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive any Sub-Grant Agreement or any of its provisions.

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

### **A. Project Reports**

The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank 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 Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
- 2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank 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 Bank.
- 3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower, 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 Bank not later than six (6) months after the end of such period.

4. The Borrower shall, not later than three (3) months after the Effective Date, upgrade the PIU's existing accounting software acceptable to the Bank, for the Project.

### **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 Loan 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 Loan 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 Bank 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) Limited International Bidding; (b) National Competitive Bidding, subject to the provisions of paragraph 3 of this Section III.B; (c) Shopping; and (d) Procurement from UN Agency.
3. Each bidding document and contract financed out of the proceeds of the Loan shall provide that: (i) in accordance with paragraph 1.16 (e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the financing will provide that: (a) the bidders, suppliers, contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers will permit the World Bank as the Supervising Entity, at its request, to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and will have said accounts and records audited by auditors appointed by the Bank/Supervising Entity; and (b) the deliberate and material violation of such provision may amount to an obstructive practice as defined in paragraph 1.16 (a)(v) of the Procurement Guidelines; (ii) invitations to bid shall be advertised in national newspapers with wide circulation; (iii) the bid evaluation, qualification of bidders and

contract award criteria shall be clearly indicated in the bidding documents; (iv) bidders shall be given adequate response time (at least four weeks) to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (v) eligible bidders, including foreign bidders, shall be allowed to participate; (vi) no domestic or CEMAC's regional preference shall be given to domestic or regional contractors, domestically or regionally manufactured goods; and association with national or regional firms shall not be a condition for participation in a bidding process; (vii) bids are awarded to the substantially responsive and the lowest evaluated bidder proven this bidder is qualified. 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; (viii) qualification criteria shall only concern the bidder's capability and resources to perform the contract taking into account objective and measurable factors.

**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 Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

**D. Review by the Bank of Procurement Decisions**

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

**Section IV. Withdrawal of Loan Proceeds**

**A. General**

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Bank 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 Loan ("Category"), the allocation of the amounts of the Loan to

each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in EUR)</b>	<b>Percentage of Expenditures to be financed (inclusive Taxes)</b>
(1) Goods, works, non-consulting services, Training, operating costs, and consultants' services for the Project (except for Part B.2(d))	45,574,750	100%
(2) Sub-Grants under Part B.2(d) of the Project	1,202,500	100% of amounts disbursed, payable under the respective Sub-Grant Agreements
(3) Refund of the Preparation Advance	4,594,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(4) Front-end Fee	128,750	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
(5) Interest Rate Cap or Interest Rate Collar premium		Amount due pursuant to Section 2.08(c) of this Agreement
<b>TOTAL AMOUNT</b>	<b>51,500,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made from the Loan Account, (other than to repay the Preparation Advance) for payments made prior to the date of this Agreement.
2. The Closing Date is January 5, 2022.

**Section V. Other Undertakings**

1. The Borrower shall ensure that incubators referred to under Part B.1.(c) of the Project shall be set-up and operationalized with a ratio capital of 20% public funding and 80% private sector funding.

### SCHEDULE 3

#### Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<b>Principal Payment Date</b>	<b>Installment Share (Expressed as a Percentage)</b>
On each April 15 and October 15 Beginning October 15, 2021 through October 15, 2035	3.33%
On April 15, 2036	3.43%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
  - (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
  - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (“Original Installment Share”) and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3. (a) Amounts of the Loan withdrawn within two (2) calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of

withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

- (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

## APPENDIX

### Section I. Definitions

1. “Annual Work Plan” means each annual work plan together with the related budget for the Project approved by the Bank pursuant to the provision of Section I.C.1 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. “Beneficiary” means a natural person who is at least 18 years old, or a legal entity established and operating under the laws of the Borrower, to which the Borrower has extended a Sub-Grant to finance a startup business under Part B.2(d) of the Project pursuant to a Sub-Grant Agreement; and “Beneficiaries” means more than one such beneficiary.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “CEMAC” means the public Economic and Monetary Community of Central Africa (*Communauté Economique et Monétaire des Etats de l’Afrique Centrale*).
6. “CN-TIPPEE” means the Borrower’s National Commission – Labor Intensive Small-Scale Public Infrastructure Works (*Commission Nationale – Travaux d’Intérêt Public pour la Promotion de l’Entreprenariat et de l’Emploi*), established and operating pursuant to the Borrower’s Ministerial Decision (*Arrêté*) No. 00007/PRIMPPD dated January 4, 2006, as the same may be amended from time to time, and responsible for carrying out projects which are in the public interest on behalf of all stakeholders (the government, regional and local administrations, non-governmental organizations or donors) with a view to implement best practices and sound governance.
7. “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).
8. “Digital Transformation Steering Committee” means the Borrower’s committee established pursuant to *Arrêté* No. 0134, dated February 11, 2016, and referred to in Section I.A.2 of Schedule 2 to this Agreement, as the same may be amended from time to time.
9. “eHealth” means ICT used for the health sector.
10. “Environmental and Social Impact Assessment” and “ESIA” each means, each of the Borrower’s assessment for the Project, disclosed in the Borrower’s territory on March 2, 2016, and at the Bank’s *Infoshop* on February 28, 2016.

11. "Environmental and Social Management Plan" and "ESMP" each means the Borrower's plan for the Project disclosed in the Borrower's territory on March 2, 2016, and at the Bank's *Infoshop* on February 28, 2016, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening; and "ESMPs" means more than one ESMP.
12. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated March 12, 2012, with the modifications set forth in Section II of this Appendix.
13. "ICT" means information communication technology.
14. "NHIS" means national health information system.
15. "NHIC" means a national health information center to be established under Part A.5 of the Project.
16. "NHIS Strengthening Steering Committee" means the Borrower's committee established pursuant to *Arrêté* No. 0276/MSPS/SG, dated September 11, 2015, and referred to in Section I.A.1 of Schedule 2 to this Agreement, as the same may be amended from time to time.
17. "Operating Costs" means the incremental operating expenses incurred by the PIU, approved by the Bank under each Annual Work Plan and Budget, on account of the Project, including utilities and offices supplies, vehicle operation, maintenance and insurance, building and equipment maintenance costs, travel and supervision costs, and *per diem*, but excluding the salaries of officials and public servants of the Borrower's civil service.
18. "Preparation Advance" means the advance referred to in Section 2.07(a) of the General Conditions, granted by the Bank to the Borrower pursuant to the letter agreement signed on behalf of the Bank on November 30, 2015, and on behalf of the Borrower on November 25, 2015.
19. "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).
20. "Procurement Plan" means the Borrower's procurement plan for the Project, dated March 10, 2016, 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.

21. "Project Operational Manual" and "POM" each means the manual for the Project to be prepared and adopted in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.
22. "Project Implementation Unit" and "PIU", each means the unit to be established under the Project in accordance with Section I.A.3 of Schedule 2 to this Agreement.
23. "Safeguard Instruments" means, collectively, the ESIA's and the ESMPs.
24. "Sub-Grant" means a grant made or to be made by the Borrower out of the proceeds of the Loan to a Beneficiary for a Subproject.
25. "Sub-Grant Agreement" means an agreement between the Borrower and a Beneficiary providing for a Sub-Grant.
26. "Subproject" means a specific development project under Part B.2 of the Project to be carried out by a Beneficiary out the proceeds of a Sub-Grant; and "Subprojects" means more than one Subproject.
27. "Training" means the training of persons involved in Project-supported activities, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.

## **Section II. Modifications to the General Conditions**

The General Conditions are hereby modified as follows:

1. In the **Table of Contents**, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
2. Section 3.01. (*Front-end Fee*) is modified to read as follows:

"Section 3.01. *Front-end Fee; Commitment Charge*

(a) The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the "Front-end Fee").

(b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement (the "Commitment Charge"). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date."

3. In the Appendix, **Definitions**, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth in paragraph 2 above.
4. The Appendix is modified by inserting a new paragraph 19 with the following definition of “Commitment Charge”, and renumbering the subsequent paragraphs accordingly:  

“19. “Commitment Charge” means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b).”