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**OFFICIAL
DOCUMENTS**

CREDIT NUMBER 5635 - UG

Financing Agreement

(Regional Communications Infrastructure Program Phase V Uganda Project)

between

REPUBLIC OF UGANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated February 04, 2016

MR

CMC

CREDIT NUMBER 5635 - UG

FINANCING AGREEMENT

AGREEMENT dated February 04, 2016, entered into between REPUBLIC OF UGANDA ("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 fifty four million four hundred thousand Special Drawing Rights (SDR 54,400,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

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ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project 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 Event of Suspension consists of the following, namely, that the NITA-U Act has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of NITA-U to perform any of its obligations under the Project.
- 4.02. The Additional Event of Acceleration consists of the following, namely, that the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
 - (b) The Project Implementation Manual has been prepared and adopted, in accordance with the provisions of Section I.C.2 of Schedule 2 to this Agreement.
- 5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and Project Implementing Entity, respectively, and is legally binding upon the Recipient and Project Implementing Entity, respectively, in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date one hundred and twenty (120) days after the date of this Agreement.
- 5.04. 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.

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ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

6.02. The Recipient's Address is:

Ministry of Finance, Planning and Economic Development
P.O. Box 8147
Kampala
Republic of Uganda

Telephone

Facsimile

256-414-707000

256-414-230163

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

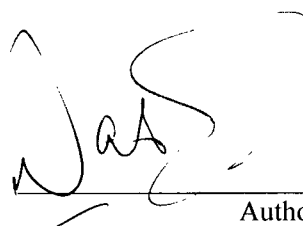
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AGREED at Kampala, Republic of Uganda, as of the day and year first above written.

REPUBLIC OF UGANDA

By



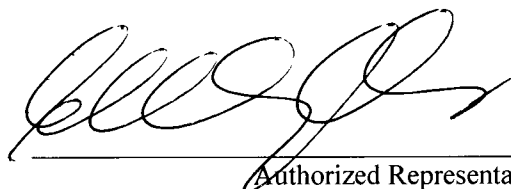
Authorized Representative

Name: Matia Kasaija

Title: Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Christina Malmberg Calvo

Title: Country Manager

SCHEDULE 1

Project Description

The objectives of the Project are to support the Recipient's efforts to:

- (i) lower prices for international capacity and extend the geographic reach of broadband networks; and
- (ii) improve the government's efficiency and transparency through e-Government applications.

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

Part A: Enabling Environment

1. Building the capacity of Ministry of ICT and NITA-U to strengthen the policy, legal and regulatory environment necessary to support modern and vibrant ICT sector, through: (a) assessing existing ICT policies, strategies, standards, legislation and regulatory frameworks to identify gaps and weaknesses and harmonize them with regional commitments and frameworks; (b) based on the findings and recommendations of the assessment under sub-part (a) propose modifications to strengthen existing ICT policies, strategies, legislation, regulatory framework and technical standards or develop new ICT policies, strategies, draft legislative bills, regulatory frameworks and technical standards.
2. Carrying out a program of activities designed to build the capacity of Ministry of ICT and NITA-U, such a program to include such activities as: (a) conducting an ICT skills gap assessment for government and development of a program to address deficiencies; (b) supporting the execution of the ICT skills development program including training and certification for officials in NITA-U and Ministry of ICT and PPDA; (c) developing a strategy for institutionalization of the chief information officer role within the government; (d) developing and supporting the execution of awareness and partnerships building programs and communications strategy.

Part B: Connectivity

Implementing selected activities to further develop the national public ICT infrastructure including, *inter alia*:

1. Supporting pre-purchase of international bandwidth for government and priority targeted user groups.

2. Constructing select missing links in the Recipient's national fiber optic backbone network – including: (i) Kamdini-Pakwach-Arua-Yumbe-Moyo-Adjumani-Nimule; (ii) Kasese-Mpondwe; and (iii) Soroti - Moroto - in order to improve regional connectivity and the reach, availability and resiliency of the network, and providing green energy solutions for new and existing backbone transmission sites to improve power reliability, and reduce costs and pollution.
3. Supporting the extension of government electronic network (GovNet) - including providing broadband connectivity - to Recipient's MDAs, local governments, schools, hospitals, universities, research institutions and NGOs.
4. Technical assistance related to the design and implementation of Part B and a feasibility study for the further extension of the national fiber optic backbone in the northern part of Uganda.
5. Carrying out an analysis of potential environmental and social impacts of the Project and supporting the implementation of the Safeguard Instruments (other than the Resettlement Action Plans).

Part C: e-Government

Carrying out a program of activities to set up foundational and enabling shared platform for e-Government, including:

1. Developing and establishing appropriate ICT technical standards and frameworks, data models and procedural schemes to enable seamless interoperability of e-Government.
2. Setting up a cloud-based infrastructure in the existing national datacenter.
3. Establishing a shared platform to improve Government ability to deploy e-services.
4. Supporting the implementation of elements of the national information security framework including: (i) security incident and event management; (ii) distributed denial of service shelter; (iii) traffic encryption; (iv) intrusion prevention system for the national data center; (v) security incident management and response capabilities development involving *inter alia* security certifications, training of government staff, nationwide awareness campaign; (vi) information security status review, implementation of national information security framework and compliance review in 15 MDAs; and (vii) update of the national cyber-security strategy.
5. Supporting the establishment and management of a whole-of-government data management program with the objective to leverage the wealth of public sector data across MDAs through database and system integration.

6. Developing services designed to increase the government's efficiency, including a unified messaging and communications system (inclusive of email, voice services and other modes of communications).
7. Implementing an electronic procurement system at selected MDAs.
8. Deploying selected electronic services determined in accordance with the criteria established for selection of citizen-centered applications.

Part D: Project Management

1. Carrying out Project management and coordination - including undertaking procurement, financial management, monitoring and evaluation, environmental and social safeguards management – as well as institutional strengthening of NITA-U, Ministry of ICT and PPDA to improve their capacity to implement the Project.
2. Implementation of the Resettlement Action Plans.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional and other arrangements

1. The Recipient's Ministry of Information and Communication Technology shall be responsible for providing overall policy guidance in the ICT sector as well as general supervision and monitoring of the Project implementation.
2. The Recipient shall maintain - or cause to be maintained - the existing private sector management contract (or other PPP arrangement satisfactory to the Association) for the Recipient's national fiber optic backbone network.
3. The Recipient shall, not later than two (2) years after the Effective Date, adopt policy and regulation, satisfactory to the Association, to mandate MDAs to utilize the shared e-Government public service delivery platform once it is set up.
4. The Recipient shall allocate sufficient funding within PPDA's annual budget - starting in Fiscal Year 2016/2017 - for operational costs related to e-Procurement to ensure sustainability.

Project Implementing Entity

5. Without limitation upon the provisions of paragraph 1 of this Part A, the Project Implementing Entity shall be responsible for implementation, coordination and monitoring and evaluation of the Project.
6. The Recipient shall cause the Project Implementing Entity to establish - and thereafter maintain throughout the implementation of the Project - a project implementation office with composition, mandate and resources satisfactory to the Association. To this end, and without limitation to above provision, the Recipient shall:
 - (a) not later than two (2) months after the Effective Date, cause the Project Implementing Entity to recruit a procurement specialist in accordance with the provisions of Section III of this Schedule, with qualifications, experience and terms of reference satisfactory to the Association; and
 - (b) not later than three (3) months after the Effective Date, cause the Project Implementing Entity to recruit an environmental specialist - on a retainer basis - in accordance with the provisions of Section III of this Schedule, with qualifications, experience and terms of reference satisfactory to the Association.

- (c) not later than six (6) months after the Effective Date, cause the Project Implementing Entity to recruit:
 - (i) a Project accountant, in accordance with the provisions of Section III of this Schedule, with qualifications, experience and terms of reference satisfactory to the Association; and
 - (ii) a social scientist - on a retainer basis - in accordance with the provisions of Section III of this Schedule, with qualifications, experience and terms of reference satisfactory to the Association.

B. Subsidiary Agreement.

1. To facilitate the carrying out of the Project by the Project Implementing Entity, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association (“Subsidiary Agreement”), which shall include the following:
 - (a) The Recipient shall provide the proceeds of the Financing to the Project Implementing Entity on a grant basis.
 - (b) The Project Implementing Entity shall perform all of its obligations under the Project Agreement.
 - (c) The Project Implementing Entity shall ensure that the Project is implemented in accordance with the provisions of the Project Implementation Manual (provided, however, that in case of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the latter shall prevail), and, except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.
 - (d) Procurement of the goods, works, and services required for the Project shall be governed by the provisions of Section III of Schedule 2 to this Agreement, as said provisions may be further elaborated in the Procurement Plan.
 - (e) The Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Safeguard Frameworks and Safeguard Instruments, and, except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. The Recipient shall exercise its rights under the Subsidiary 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, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

C. Project Implementation Manual

1. The Recipient shall cause the Project Implementing Entity to prepare, a Project implementation manual in form and substance satisfactory to the Association, containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (a) institutional coordination and day-to-day implementation of the Project; (b) disbursement, procurement, and financial management arrangements; (c) environmental and social safeguards management; (d) monitoring and evaluation, reporting and communication, including performance indicators; (e) a capacity building program for designated Project implementation staff; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
2. The Recipient shall cause the Project Implementing Entity to: (a) furnish to and exchange views with the Association on such manual promptly upon its preparation; and (b) thereafter adopt such manual as shall have been approved by the Association (Project Implementation Manual or PIM).
3. The Recipient shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the PIM (provided, however, that in case of any conflict between the arrangements and procedures set out in the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail), and shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the PIM or any of its provisions without prior approval in writing by the Association.

D. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Safeguard Frameworks and any other Safeguard Instrument prepared or to be prepared by the Recipient in accordance with sub-paragraph 2 below.
2. Whenever a Safeguard Instrument shall be required for any proposed Project activity in accordance with the provisions of any Safeguard Framework, the Recipient shall ensure that:

- (a) prior to the commencement of such activity, proceed to have such Safeguard Instrument: (i) prepared in accordance with the provisions of the corresponding Safeguard Framework, as the case may be; (ii) furnished to the Association for review and approval; and (iii) thereafter adopted and disclosed as approved by the Association, in a manner acceptable to the Association;
 - (b) thereafter such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Instrument; and
 - (c) in the case of any resettlement activity under the Project involving Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before necessary resettlement measures consistent with the relevant RAP have been executed, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, prior to displacement.
3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, any Safeguard Framework or any Safeguard Instrument, unless the Association has provided its prior approval thereof in writing, and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.
4. Without limitation on its other reporting obligations under this Agreement, the Recipient shall collect, compile and submit to the Association each calendar year (or at such other frequency as may be agreed with the Association) consolidated reports on the status of compliance with the Safeguard Frameworks and the Safeguard Instruments, as applicable, giving details of: (a) measures taken in furtherance of the said documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said measures; and (c) remedial measures taken or required to be taken to address such conditions.

E. Annual Work Plans and Budgets

1. The Recipient shall ensure that the Project Implementing Entity prepare and furnish to the Association not later than December 15th of each Fiscal Year during the implementation of the Project (beginning in the calendar year 2015), a work plan and budget containing *inter alia*: (i) all activities proposed to be implemented under the Project during the following Fiscal Year; (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor and disbursement schedule; and (iii) the training plan for such period.

2. The Recipient shall ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan: (i) the objective and content of the Training envisaged and how it will lead to effective performance and implementation of the project and or sectors; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known.
3. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
4. The Recipient shall not make or allow to be made any changes to the approved Annual Work Plan and Budget without prior approval in writing by the Association.

F. 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

1. The Recipient shall monitor and evaluate the progress of the Project and cause the Project Implementing Entity to 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 calendar year, and shall be furnished to the Association not later than sixty (60) days after the end of the period covered by such report.
2. No later than thirty six (36) months after the Effective Date, the Recipient shall, in conjunction with the Association, carry out a mid-term review of the Project (the “Mid-term Review”), covering the progress achieved in the implementation of the Project. The Recipient shall prepare and furnish to the Association not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date.

Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the Association to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.

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 (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 fiscal year of the Recipient. 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. Not later than six (6) months after the Effective Date, the Recipient shall cause the Project Implementing Entity to automate its accounting system, all in a form and substance satisfactory to the Association.
5. The Recipient shall cause the Project Implementing Entity to provide to its Project Implementation Office training on Bank financial management guidelines and procedures, not later than six (6) months after the Effective Date, all in a form and substance satisfactory to the Association.

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 in paragraph 3 below*; (b) Shopping, *subject to the additional provision in paragraph 4 below*; (c) Direct Contracting; and (d) Framework Agreements *subject to the additional provision in paragraph 5 below*.
3. National Competitive Bidding (“NCB”) shall be subject to the following:
 - (a) domestic preferences shall not apply under NCB;
 - (b) the charging of fees for dealing with bidder complaints at procuring entity level shall not be permitted;
 - (c) firms or individuals debarred or suspended by the Association shall not be eligible (in addition to firms or individuals suspended by PPDA);
 - (d) disqualification of bidders for not purchasing bidding documents from the Recipient shall not apply;
 - (e) Paragraph 6(1)(b) of the fourth schedule of the PPDA Act, restricting contract amendments to an aggregate amount of 25% of the original contract amount, shall not apply;
 - (f) Regulation 53(9) of the PPDA Act, restricting the use of bid securing declarations to restricted domestic bidding and quotations procurement, shall not apply; and
 - (g) in accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract shall provide for the following: (i) the bidders, suppliers, contractors and subcontractors shall, on request, permit

the Association to inspect the accounts and records relating to the bid submission and performance of the contract, and shall have the accounts and records audited by auditors appointed by the Association; and (ii) any deliberate and/or material violation of such provision by any bidder, supplier, contractor or subcontractor may amount to an obstructive practice provided for in paragraphs 1.16(a) and (v) of the Procurement Guidelines;

4. Shopping shall follow the request for quotations procedures (as defined in the PPDA Act and attendant regulations) subject to the provisions in sub-paragraphs (a) to (f) immediately above.
5. Framework Agreement(s) ("FA") shall be subject to the following, namely, that, FA procedures (as defined in the PPDA Act) shall be subject to competitive bidding under NCB procedures (subject to the exceptions under paragraph 3 above). The advertisement/invitation to bid shall clearly indicate that the contract shall be signed on FA basis.

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) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association; (g) Selection of a UN Agency; (h) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (i) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (j) 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.

E. Other Procurement Covenants

1. The Recipient shall, not later than twelve (12) months after the Effective Date, cause the Project Implementing Entity to provide procurement training for staff of its procurement and disposal unit in a manner and substance satisfactory to the Association.
2. The Recipient shall, not later than six (6) months after the Effective Date, cause the Project Implementing Entity to update its procurement filing and record keeping system, in form and substance acceptable to 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 Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes*)
Goods, works, non-consulting services, consultants’ services, Training and Operating Costs under Part A, B, C and D.1 of the Project	54,400,000	100%
TOTAL AMOUNT	54,400,000	

* The Taxes are not inclusive of import duties and excise duties.

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, except that withdrawals up to an aggregate amount not to exceed USD 3,000,000 equivalent may be made for payments made prior to this date but on or after January 1, 2015 for Eligible Expenditures under the Project.
2. The Closing Date is February 28, 2022.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15, commencing August 15, 2021, to and including February 15, 2053	1.5625%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

APPENDIX

Section I. Definitions

1. “Affected Persons” means any person who, on account of the execution of the Project, has experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person must move to another location; or (b) the involuntary restriction or access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person.
2. “Annual Work Plan and Budget” means each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.E of Schedule 2 to this Agreement and “Annual Work Plans and Budgets” means more than one Annual Work Plan and Budget.
3. “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.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “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).
6. “e-Government” means the use of information and communication technologies to deliver public services in a convenient, efficient, customer-oriented and cost-effective way.
7. “e-Procurement” means the collaborative use of information and communications technologies by government agencies and other actors of procurement community in conducting activities of government procurement process cycle for the acquisition of goods, works, and services and contract management ensuring good governance in the public procurement.
8. “ESIA” or “Environmental and Social Impact Assessment” means an environmental and social impact assessment prepared by the Recipient in accordance with the ESMF pursuant to Section I.D of Schedule 2 to this Agreement, and “ESIAs” means, collectively, all such assessments.

9. “ESMF” means the Recipient’s environmental and social management framework document - dated April 2015 and disclosed on infoshop on April 7, 2015 - setting forth the modalities for environmental screening and procedures/actions for the preparation and implementation of environmental and social assessments and management plans under the Project, and such term includes any schedule and/or annex to said framework.
10. “ESMP” means, for a given Project activity, an environmental and social management plan, in form and substance satisfactory to the Association, prepared by the Recipient in accordance with the ESMF pursuant to Section I.D of Schedule 2 to this Agreement; and “ESMPs” means, collectively, all such plans.
11. “Fiscal Year” or “FY” means the, twelve (12) month period starting July 1 and ending June 30 of the following calendar year.
12. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
13. “GovNet” means the Recipient’s government electronic network which is an ICT based platform used to interconnect government entities.
14. “ICT” means information and communication technology.
15. “MDAs” means ministries, departments and agencies.
16. “Ministry of ICT” means the Recipient’s ministry responsible for information and communications technology, or any successor thereto.
17. “MoFPED” means the Recipient’s ministry responsible for finance, or any successor thereto.
18. “National Information Technology Authority, Uganda” and the acronym “NITA-U” mean the Recipient’s agency established and operating pursuant to the NITA-U Act and any successor thereto.
19. “NITA-U Act” means the National Information Technology Authority, Uganda Act (Act number 4 of 2009 of the laws of the Recipient), as amended from time to time.
20. “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plan and Budget approved by the Association pursuant to Section I.E of Schedule 2 to this Agreement, and consisting of expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, banking charges, accommodation, travel and *per diem*, and salaries of Project staff, but excluding

the salaries of the Recipient's civil service, salary top-ups, meeting and other sitting allowances and honoraria to said staff.

21. "PDU" means the procurement and disposal unit of the Project Implementing Entity.
22. "PPDA" means the Recipient's Public Procurement and Disposal of Public Assets Authority established and operating pursuant to the PPDA Act, and any successor thereto.
23. "PPDA Act" means the Recipient's Public Procurement and Disposal of Public Assets Act Number 1 of 2003, as amended from time to time.
24. "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).
25. "Procurement Plan" means the Recipient's procurement plan for the Project, dated April 15, 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.
26. "Program" means the program designed to support the Recipient's information communications technology sector, and to facilitate connectivity and e-Government under the Regional Communications Infrastructure Program.
27. "Project Implementation Manual" or "PIM" means the manual referred to in Section I.C.2 of Schedule 2 to this Agreement as the same may be amended from time to time with the prior written approval of the Association.
28. "Project Implementing Entity" means the National Information Technology Authority, Uganda, the entity with which the Association will enter into a Project Agreement.
29. "Project Implementing Entity's Legislation" means NITA-U Act and regulations thereunder.
30. "RAP" or "Resettlement Action Plan" means the resettlement action plan, in form and substance satisfactory to the Association, prepared or to be prepared by the Recipient on the basis of the RPF, and giving details of the specific actions, measures and policies designed to facilitate the achievement of the objectives of the RPF, along with procedural and institutional measures needed to implement such actions, measures and policies.

31. “RPF” means the Recipient’s resettlement policy framework document - dated April 2015 and disclosed on infoshop on April 7, 2015 - setting forth the modalities for the compensation, resettlement and rehabilitation of Affected Persons, acceptable to the Association, and such term includes any schedules and/or annexes to the said framework.
32. “Safeguard Frameworks” means, collectively, the ESMF, VMGF and RPF; and “Safeguard Framework” means any one of the Safeguard Frameworks.
33. “Safeguard Instrument” means, in respect of a given Project activity: (a) for which the ESMF requires an ESIA, said ESIA; (b) for which the ESIA requires an ESMP, said ESMP; (c) for which the RPF requires a RAP, said RAP; (d) for which a VMGF requires a VMGP, said VMGP; and the term includes documents incorporated in the ESMF (including chance finds procedures), all as shall have been prepared, approved and disclosed in accordance with the provisions of Section 1.D of Schedule 2 to this Agreement.
34. “Subsidiary Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.
35. “Training” means the costs associated with training, workshops and study tours provided under the Project, based on the Annual Work Plan and Budget approved by the Association pursuant to Section I.E of Schedule 2 to this Agreement, consisting of reasonable expenditures (other than expenditures for consultants’ services) for: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.
36. “Vulnerable and Marginalized Groups” or “VMGs” means distinct, vulnerable, social and cultural groups that may be identified pursuant to the requirements of the VMGF for the purpose of this Project.
37. “Vulnerable and Marginalized Groups Framework” or “VMGF” means the instrument entitled “Vulnerable and Marginalized Groups Framework” - dated April 2015 and disclosed on infoshop on April 7, 2015 - providing guidelines and procedures for identification of VMGs, and preparation, adoption and implementation of a plan or plans for consultation with, and informed participation of, VMGs affected by the Project, as said framework may be amended from time to time with the prior written approval of the Association.
38. “Vulnerable and Marginalized Groups Plan” or “VMGP” means the plan, prepared by the Recipient in the form and substance satisfactory to the Association, which set out the measures to be carried out by the Recipient to ensure that: (a) VMGs

affected by the project receive culturally appropriate social and economic benefits; and (b) when potential adverse effects on VMGs are identified, those adverse effects are avoided, minimized, mitigated or compensated for.