CREDIT NUMBER 7309-BF

Financing Agreement

(Local Governance for Basic Services & Resilience Program)

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

May 29, 2023

CREDIT NUMBER 7309-BF

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date 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) apply to and form 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 a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to one hundred forty-one million four hundred thousand Euros (EUR 141,400,000) (variously, "Credit" and "Financing"), to assist in financing the program described in Schedule 1 to this Agreement ("Program").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement, and Schedule 4 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are May 15 and November 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Euro.

ARTICLE III — PROGRAM

3.01. The Recipient declares its commitment to the objective of the Program. To this end, the Recipient shall carry out the Program in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV --- EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has adopted the Program Operation Manual pursuant to Section I.B of Schedule 2 to this Agreement, in form and substance satisfactory to the Association.
 - (b) The Recipient has established the Program Coordination Unit in a manner satisfactory to the Association and has recruited or appointed a program coordinator, a procurement specialist and a financial management specialist for the PCU, with experience and under terms of reference satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. For purposes of Section 10.05(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 Signature Date.

ARTICLE V --- REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister in charge of economy, finance and prospective.
- 5.02. For purposes of Section 11.01 of the General Conditions:
 - (a) the Recipient's address is:

Ministère de l'Economie, des Finances et de la Prospective 395, Avenue du 11 décembre 01 BP 7008 Ouagadougou 01 Burkina Faso; and

(b) the Recipient's Electronic Address is:

Telex:	Facsimile:	E-mail:
5555	(+226) 25-33-34-15/	cab_mef@yahoo.fr/
	25-31-44-80	dgcoop@finances.gov.bf

- 5.03. For purposes of Section 11.01 of the General Conditions:
 - (a) the Association's address is:

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

(b) the Association's Electronic Address is:

Telex:

Facsimile:

248423 (MCI) (+1) 202 477 6391

AGREED as of the Signature Date.

BURKINA FASO

By

Authorized Representative Name: Abou bakar NACANABO Title: <u>Kinister of Economy</u>, Funance and Date: <u>May 29, 2023</u> Nospective

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Marmoung MBOW FAM Title: Country Manager for Burking Faxo Date: 10429,2023

Program Description

The objective of the Program is to improve the delivery of selected basic services and the institutional performance of Target Local Public Entities.

The Program consists of the following activities:

- 1. Improving delivery of selected basic services in Target Local Public Entities by supporting the following:
 - (a) Supporting the improvement of the learning and teaching materials minimum package through: (i) improved financial management and contracting processes; (ii) revision of the learning materials minimum package content to provide optimal quality content in line with state financial resources; (iii) delivery of the learning and teaching materials based on the revised content; (iv) citizen control over the fiduciary processes involved in the procurement of school supplies to ensure transparency and accountability in the use of public funds for the improvement of the quality and timely delivery of learning and teaching materials.
 - (b) Supporting the improvement of school canteens through: (i) improved financial management and contracting processes; (ii) scaling up Endogenous Canteens; (iii) citizen control for the improvement of the quality and timely delivery of food supplies.
 - (c) Supporting the birth registration process through: (i) establishing health centers with operational secondary registration centers; (ii) training health workers and agents of Target Local Public Entities; (iii) financing awareness campaigns for civil registration with support from community leaders; (iv) supporting alternative mechanisms for birth declaration during post antenatal consultations; and (v) supporting the digitization of birth records and archives.
 - (d) Supporting justice and conflict resolution mechanisms through:
 (i) carrying out tribunal hearings (*audience foraine*); (ii) digitization of departmental tribunal records; (iii) training of the departmental tribunals' staff; and (iv) promoting access to and provision of local justice services and alternative dispute resolution mechanisms including financing awareness campaigns involving religious and community leaders and training on conflict resolution.

- (e) Supporting resilience activities though financing: (i) the management of temporary host sites for internally displaced persons; and (ii) Kits of Essential Household Items for internally displaced persons and vulnerable host populations.
- Improving the institutional performance of Target Local Public Entities by 2. supporting the following: (a) the reform of the intergovernmental transfer system, including the introduction of Performance Based Grants; (b) the Recipient's adoption of a ministerial order on contract processing, including payment lead time at the local level; (c) establishment of supra communal management committees (comité de gestion or COGES); (d) deployment of the simplified financial management tool in management committees and capacity building; (e) monitoring, control, and advisory missions including follow up of previous recommendations by ADCT regional agencies and deconcentrated structures for the benefit of Target Local Governments; (f) supervision missions including follow up of previous recommendations of the primary schools and health centers of the Target Local Governments; (g) improving the efficiency of financial management and procurement at the local level through the deployment of the integrated financial management system CICT; (h) redeployment of internally displaced civil servants according to the needs of the Recipient's deconcentrated structures; (i) deconcentrating at the regional level and in the sectors of the management of administrative acts; (j) training staff for the Target Local Governments and deconcentrated structures; (k) integration of internally displaced persons' needs into local development plans; (1) support for the continuity of administrative districts (governorates, provinces, prefectures) to strengthen the positive presence of the State; (m) deployment of upgraded human resource management system; and (n) the scaling up of activities related to the critical mass initiative of staff recruited or appointed to work on development project and programs funded by national and/or donor resources.

Program Execution

Section I. <u>Implementation Arrangements</u>

A. Program Institutions

1. Steering Committee

The Recipient shall establish by not later than one (1) month, or any later date as agreed by the Association, after the Effective Date and thereafter maintain throughout the period of implementation of the Program a steering committee ("Steering Committee"), with terms of reference agreed with the Association; which committee shall: (a) be chaired by the Recipient's official in charge of the budgetary program to which the Program is attached; (b) include as members representatives of the ministries in charge of civil service, education, health, and justice, the Burkina Faso Association of Mayors, the head of deconcentrated structures and the ADCT, as well as any other additional member determined from time to time in the Pgr. OM; and (c) be responsible for, *inter alia*: (i) strategic orientation and monitoring of Program implementation; (ii) coordination of coherence with other Recipient programs, and (iii) coordination of support from relevant partners.

2. **Program Coordination Unit**

- (a) The Recipient shall maintain throughout the period of implementation of the Program, a program coordinating unit ("Program Coordination Unit" or "PCU") within MATDS, with terms of reference and resources satisfactory to the Association, and supported by competent staff, with experience and qualifications, in numbers and under terms of reference, acceptable to the Association, vested with such powers, financial resources, functions and competencies, acceptable to the Association, as shall be required for them to carry out the day-to-day implementation (management and coordination) of Program activities, including, the inter-institutional coordination with other Supporting Units, and the Program's procurement, financial management, DLI/DLR verification coordination, Program reporting, monitoring and evaluation, and compliance with the Recipient's environmental and social standards.
- (b) Without limitation to the provisions of paragraph (a) of this Section, the Recipient shall: (i) maintain a program coordinator, a financial management specialist, and a procurement specialist in the PCU; and (ii) recruit or appoint not later than three (3) months after the Effective Date, or any later date as agreed by the Association, a monitoring and

evaluation specialist, and an environmental and social specialist for the PCU; all with experience and qualifications, in numbers and under terms of reference, acceptable to the Association.

(c) The Recipient shall ensure that the PCU is supported by, *inter alia*, the ADCT, the Permanent Secretariat of Administration Modernization and Good Governance within the MFPTPS ("Supporting Units"); all of which will: (i) oversee the implementation of the Program in the respective departments; (ii) ensure adequate flow of information between the PCU and the various stakeholders at the local level; and (iii) proactively contribute to achieving the expected results.

B. Program Operation Manual

- 1. The Recipient shall develop and adopt an operation manual for the Program (variously the "Program Operation Manual" or the "Pgr. OM"), in a manner and substance satisfactory to the Association, and thereafter ensure that the Program is carried out in accordance with such manual, which shall set forth the institutional, administrative, financial, technical and operational guidelines and procedures for the implementation of the Program, as well as the agreed Program Action Plan, including: (a) the definition of the contours of Program activities, including results framework, overall budget and detailed Program Expenditures; (b) the composition and terms of reference, satisfactory to the Association, of the Steering Committee, the PCU, the Supporting Units, as well as intra- and interinstitutional arrangements, including delineation of roles and responsibilities, allocation of functions and decision-making powers at national and sub-national levels; (c) the detailed environmental and social risk mitigation measures and documents for the Program; (d) financial management protocols and standards applicable to the Program; (e) detailed guidelines for the administration of the Program proceeds and the flow of funds; (f) the eligibility criteria for Performance Based Grants, the performance indicators and the modalities for the performance assessment; (g) procurement arrangements for the Program and allocation of responsibilities thereunder; (h) the protocols for reporting to the Association on, and sharing the findings of, any case of fraud and corruption denounced and/or investigated under the Program, in accordance with the Anti-Corruption Guidelines; (i) the Verification Protocol agreed with the Association for evaluating the achievement of the DLIs and their respective DLRs, including the annual schedule therefor; (j) the grievance mechanism for the Program and associated protocols and procedures (including timelines) for addressing and reporting on grievance complaints; and (k) monitoring and evaluation requirements, including verification and performance assessment systems for the Program.
- 2. The Recipient shall refrain from materially and/or substantially amending, revising, waiving, voiding, abrogating, or suspending any provision of the

Program Operation Manual, whether in whole or in part, without the prior written concurrence of the Association.

3. In the event of any inconsistency between a provision of the Program Operation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

C. Independent Verification Agent

- 1. The Recipient shall:
 - (a) appoint by not later than three (3) months after the Effective Date, or any later date as agreed by the Association, and thereafter maintain at all time during the implementation of the Program, an independent verification agent with experience and qualifications and under terms of reference acceptable to the Association (the "Independent Verification Agent"), to:

 (i) verify the data and other evidence supporting the achievement of the DLIs/DLRs, as set forth in the table in Schedule 4 to this Agreement; and
 (ii) recommend corresponding disbursements to be made, as applicable, pursuant to such Schedule 4 and Section IV hereinbelow; and
 - (b) (i) ensure that the Independent Verification Agent carries out the DLIs/DLRs' verification process(es) in accordance with the Verification Protocol; and (ii) submits to the Association the corresponding verification reports in a timely manner (at least once a year), and in form and substance satisfactory to the Association.

D. Program Action Plan

- Without limitation upon the generality of Parts A through C of this Section I, the Recipient shall: (a) carry out the Program Action Plan agreed with the Association, in accordance with the schedule set out in the said Program Action Plan, and in a manner and substance satisfactory to the Association; and (b) maintain policies and procedures adequate to enable it to monitor and evaluate, in a manner and substance satisfactory to the Association, the implementation of said Program Action Plan.
- 2. The Recipient shall refrain from materially and/or substantially amending, revising, waiving, voiding, abrogating, or suspending any provision of the Program Action Plan, whether in whole or in part, without the prior written concurrence of the Association.
- 3. In the event of any inconsistency between a provision of either the Program Action Plan, on the one side, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.

Section II. Excluded Activities

The Recipient shall ensure that the Program excludes any activities which:

- A. in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: works estimated to cost seventy-five million United States Dollars (USD 75,000,000) equivalent or more per contract; (ii) goods, estimated to cost fifty million United States Dollars (USD 50,000,000) equivalent or more per contract; (iii) non-consulting services, estimated to cost fifty million United States Dollars (USD 50,000,000) equivalent or more per contract; or (iv) consulting services, estimated to cost twenty million United States Dollars (USD 20,000,000) equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Program Report not later than two (2) months after the end of each calendar year, covering the calendar year.

Section IV. <u>Withdrawal of the Proceeds of the Financing</u>

A. General

- 1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Program Expenditures (inclusive of Taxes), on the basis of the results ("Disbursement Linked Results" or "DLRs") achieved by the Recipient, as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"); all as set forth in the table in paragraph 2 of this Part A, and Schedule 4 to this Agreement.
- 2. The following table specifies each category of withdrawal of the proceeds of the Financing (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Financing to each Category:

Category (including Disbursement Linked Indicator as applicable)	(including Linked Result Disbursement (as applicable) Linked Indicator as		ne Disbursemen Formula	
 DLI #1: Improving birth registrations 	DLR#1.1: Ratio of birth registrations within the Legal Timeframe by Target Local Governments	9,426,000	Refer to Schedule 4	
(2) DLI #2: Improving target local justice services	DLR#2.1: Number of suppletive and declarative judgements of birth and other acts delivered by departmental tribunals and high courts of Target Local Governments	ppletive and clarative nents of birth other acts ivered by 4,715,000 artmental als and high s of Target		
	DLR#2.2: Share of community conflicts resolved in Target Local Governments through local ADR mechanisms by the local dedicated units in charge of conflict prevention and management of the ministry responsible for justice	4,715,000	Refer to Schedule 4	

(3) DLI#3: Improving the availability of	DLR#3.1: Share of primary public schools in Target Local Governments having received minimum school bags by the beginning of the school year	14,141,000	Refer to Schedule 4
learning materials and food for school canteens	DLR#3.2: Share of primary public schools in Target Local Governments having received food for school canteens by the end of March of the school year (start of the lean season)	42,417,000	Refer to Schedule 4
(4) DLI#4:	DLR#4.1: Adoption of a joint inter- ministerial order institutionalizing Performance Based Grants		Refer to Schedule 4
(+) DLI#4. Strengthening the institutional performance of Target Local Governments	DLR# 4.2: Share of Target Local Governments that achieved the Performance Threshold and received the Performance Based Grant within the PBG Legal Framework	32,990,000	Refer to Schedule 4
	DLR#5.1: Adoption of a decree to optimize the use of civil servants in times of crisis and post crisis (including security crises and	4,715,000	Refer to Schedule 4

-12-

	natural disasters)		
(5) DLI#5: Improving human resources management in	DLR#5.2: Number of internally displaced civil servants (following security crises and/or natural disasters) redeployed in accordance with human resources needs of deconcentrated technical services, as evidenced by the entry of duty certificate	9,426,000	Refer to Schedule 4
Target Deconcentrated Structures for a better delivery of Selected Services at local level	DLR#5.3: Share of primary public schools in the Target Local Governments having received at least two (2) monitoring visits including the follow-up on recommendations from previous missions on topics related to school canteens, minimum school bags and pedagogical material, by the CEB during the school year	2,355,000	Refer to Schedule 4
	DLR#5.4: Share of health centers in the Target Local Governments having received at least two (2) monitoring visits including the	2,355,000	Refer to Schedule 4

-13-

	follow-up on recommendations from previous missions on topics related to birth registration		
 (6) DLI#6: Improving the effectiveness and efficiency of contracts and payment processes 	DLR#6.1: Share of Target Local Governments with payment processing time between the head of Target Local Governments and the Regional Accountant in line with the services standards described in the local level regulation	4,715,000	Refer to Schedule 4
	DLR# 6.2: Share of Target Local Governments with improved contracts execution rate	4,715,000	Refer to Schedule 4
TOTAL AMOUNT		141,400,000	

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed four million seven hundred fifteen thousand Euros (EUR 4,715,000) may be made on the basis of DLRs achieved prior to this date but on or after January 18, 2022; and
 - (b) for any DLR under Category (1) through (6), until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved.
- 2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw: an amount not to exceed twenty-one million two hundred thousand

-14-

Euros (EUR 21,200,000) as an advance; provided, however, that if the DLRs in the opinion of the Association, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.

- 3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under Category (1) through (6) has not been achieved, the Association may, at any time, by notice to the Recipient decide in its own discretion to: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Credit then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the formula set out for scalable DLRs under Schedule 4 to this Agreement; (b) reallocate all or a portion of the proceeds of the Credit then allocated to said DLR to any other DLR; or (c) cancel all or a portion of the proceeds of the Credit then allocated to said DLR.
- 4. The Closing Date is December 31, 2029.

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
Commencing on May 15, 2033 to and including November 15, 2072	1.25%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to renumbered Section 3.03(b) (originally numbered Section 3.05(b)) of the General Conditions.

Disbursement Linked Indicators, Disbursement Linked Results and Allocated Amounts and Scalable Formulae Applicable thereto

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR						
	EXPECTED RESULTS FOR YEAR 1 (2023)	EXPECTED Results for Year 2 (2024)	EXPECTED RESULTS FOR YEAR 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)	
1. DLR#1.1: Ratio of birth registrations within the Legal Timeframe by Target Local Governments	N/A	Ratio in excess of 47% with an annual target of 55% in Year 2	Ratio in excess of 47% with an annual target of 62% in Year 3	Ratio in excess of 47% with an annual target of 67% in Year 4	Ratio in excess of 47% with an annual target of 74% in Year 5	Ratio in excess of 47% with an annual target of 85% in Year 6	
Allocated Amounts	0					EUR	
EUR 9,426,000 Formula	EUR 1,885,200 EUR 1,885,200 EUR 1,885,200 EUR 1,885,200 II.885,200 II.885,200						
	Local Governments with respect to the total number of births occurring in public and private heal facilities.					private health	
	Ratio <47%	0	Amount to be di	sdursed			
	≥47% and		vill be made over f	ive years and on a	pro-rata basis base	d on an annual	
	below annual			prorata allocation v			
	target	the second se		t – baseline)] x Ani	nual target.		
	> annual target	100% of the all	ocated EUR 1,885.	,200 yearly			
	will be added to will be disbursed	a given year's annual allocation is not disbursed, equal shares of the undisbursed at to the remaining annual allocations of this same DLR. The subsequent aggregated at ed if the annual targets are achieved in the following year. Undisbursed amounts fro year can be added to a later year if conditions require so.					

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR					
	EXPECTED Results for Year 1 (2023)	EXPECTED Results for Year 2 (2024)	EXPECTED RESULTS FOR YEAR 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)
2.1 DLR#2.1: Number of suppletive and declarative judgements of birth and other acts delivered by departmental tribunals and high courts of Target Local Governments	N/A	≥50,000 [supplementary and declarative] judgments of birth including other judgements in Year 2	≥50,000 [supplementary and declarative] judgments of birth including other judgements in Year 3	≥50,000 [supplementary and declarative] judgments of birth including other judgements in Year 4	≥50,000 [supplementary and declarative] judgments of birth including other judgements in Year 5	≥50,000 [supplement ary and declarative] judgments of birth in including other judgements Year 6
Allocated Amounts EUR 4,715,000	0	EUR 943,000	EUR 943,000	EUR 943,000	EUR 943,000	EUR 943.000
Formula	suppletive or de	letive and declarat colarative judgmen ated amount of EU	nt including other	judgement, EUR	18.86 will be d	r year. For each isbursed with a
2.2 DLR#2.2: Share of community conflicts resolved in Target Local Governments through local ADR mechanisms by the local dedicated units in charge of conflict prevention and management of the ministry responsible for justice	N/A	Ratio in excess of 15% with an annual target of 20% in Year 2	Ratio in excess of 15% with an annual target of 30% in Year 3	excess of 15% with an annual target of 40%	Ratio in excess of 15% with an annual target of 50% in Year 5	Ratio in excess of 15% with an annual target of 60% in Year 6
Allocated Amounts EUR 4,715,000	0	EUR 943,000				
Formula	of conflicts in pr	0	vear and multiplied	l by 100. sbursed		
	≥15% and below annual		vill be made over f JR 943,000. The p			

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR					
	EXPECTED Results for Year 1 (2023)	EXPECTED Results for Year 2 (2024)	EXPECTED Results for Year 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)
	target	[Annual allocat	tion/ (Annual targe	t – baseline)] x An	nual target.	
	> annual target 100% of the allocated EUR 943,000 yearly					
	will be added to will be disbursed	the remaining ann d if the annual targ	ual allocations of t	disbursed, equal sh his same DLR. The the following year ditions require so.	subsequent aggreg	gated amount
3.1. DLR#3.1: Share of primary public schools in Target Local Governments having received minimum school bags by the beginning of the school year	N/A	Percentage of primary schools with the [learning material minimum package] available at the beginning of the school year] in excess of 29.50% with an annual target of 38.60% in Year 2	Percentage of primary schools with the [learning material minimum package] available at the beginning of the school year] in excess of 29.50% with an annual target of 47.70% in Year 3	Percentage of primary schools with the [learning material minimum package] available at the beginning of the school year] in excess of 29.50% with an annual target of 56.80% in Year 4	Percentage of primary schools with the [learning material minimum package] available at the beginning of the school year] in excess of 29.50% with an annual target of 65.90% in Year 5	Percentage of primary schools with the [learning material minimum package] available at the beginning of the school year] in excess of 29.50% with an annual target of 75% in Year 6
Allocated Amounts EUR 14,141,000	0	EUR 2,828,200	EUR 2,828,200	EUR 2,828,200	EUR 2,828,200	EUR 2,828,200
Formula	minimum packa Governments do	primary schools in ge] available at the	n the Target Loca beginning of the searning materials n	I Governments th school year. If a pr ninimum package]	at have the [learn imary school in the	ning materials e Target Local

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR					
	EXPECTED RESULTS FOR YEAR 1 (2023)	EXPECTED Results for Year 2 (2024)	EXPECTED Results for Year 3 (2025)	EXPECTED Results for Year 4 (2026)	EXPECTED Results for Year 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)
	Percentage	% of Allocated	l Amount to be di	sbursed	AV	
	< 29.50 %	0				
	≥ 29.50 % and below annual target > annual target	envelope of El [Annual allocat	will be made over f JR 2,828,200. The tion/ (Annual targe located EUR 2,828.	prorata allocation t – baseline)] x Ani	will be determine	
	will be added to will be disburse	the remaining and d if the annual ta	al allocation is not ual allocations of rgets are achieved a later year if con	this same DLR. The in the following	e subsequent aggre	egated amount
3.2. DLR#3.2: Share of primary public schools in Target Local Governments having received food for school canteens by the end of March of the school year (start of the lean season)	N/A	Percentage of primary schools with food for school canteens available by	primary schools with food for school canteens available by	Percentage of primary schools with food for school canteens available by	Percentage of primary schools with food for school canteens available by	Percentage of primary schools with food for school canteens
		end of March of the school year (start of the lean season) in excess of 8% with an annual target of 21.40% of in Year 2	end of March of the school year (start of the lean season) in excess of 8% with an annual target of 34.80% in Year 3	end of March of the school year (start of the lean season) in excess of 8% with an annual target of 48.20% in Year 4	end of March of the school year (start of the lean season) in excess of 8% with an annual target of 61.60% in Year 5	available by end of March of the school year (start of the lean season) in excess of 8% with an annual target of 75% in Year 6
Allocated Amounts EUR 42,417,000	0	EUR 8,483,400	EUR 8,483,400	EUR 8,483,400	EUR 8,483,400	EUR 8,483,400

DISB	URSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR						
		EXPECTED RESULTS FOR YEAR 1 (2023)	EXPECTED Results for Year 2 (2024)	EXPECTED Results for Year 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)	
	Formula	Percentage of primary schools in the Target Local Governments that have food for school canteens available by end of March of the school year (start of the lean season). If a primary school in the target LG territory does not have the food available by the end of March of the school year (at the beginning of the lean season), it will not be considered in the calculation.						
		Percentage	% of Allocated	Amount to be dis	bursed			
		< 8 %	0					
		\geq 8 % and	Disbursement w	ill be made over fi	ve years and on a p	oro-rata basis based	d on an annual	
		below annual			prorata allocation		as it follows	
		target			- baseline)] x Ann	ual target.		
		> annual target	100% of the allo	cated EUR 8,483,4	100 yearly			
		will be disburse	the remaining ann d if the annual tag ear can be added to	rgets are achieved	in the following y	e subsequent aggr /ear. Undisbursed	amounts from	
	DLR#4.1: Adoption of a joint inter- ministerial order institutionalizing Performance Based Grants			Text adopted	(yes or no)			
	Allocated Amounts EUR 4,715,000	EUR 4,715,000	N/A	N/A	N/A	N/A	N/A	
	Formula	<i>EUR 4,715,000</i> upon adoption of a joint inter inter-ministerial order institutionalizing Performance Based Grants with the following minimum content: (i) the nature of the grant (operating vs. investment, free or earmarked); (ii) the allocation formula; (iii) the source of funding ([the Program] for the pilot phase and Recipient's resources after the pilot phase); (iv) the verifying entity; (v) the verification cycle; and (vi) the transfer deadlines.						
4.2	DLR# 4.2: Share of Target Local	N/A	Percentage of	Percentage of	Percentage of	Percentage of	Percentage	
(Governments that achieved the		Target Local	Target Local	Target Local	Target Local	of Target	
1	Performance Threshold and received	1	Governments	Governments	Governments	Governments	Local	
	the Performance Based Grant within		that have		that have		15000	

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR						
	EXPECTED RESULTS FOR YEAR 1 (2023)	EXPECTED Results for Year 2 (2024)	EXPECTED Results for Year 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED Results for Year 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)	
the PBG Legal Framework		achieved a Performance Score above the threshold indic ated in the Program Operation Manual, in excess of 33.33% with an annual target of 37% in Year 2	achieved a Performance Score above the threshold indic ated in the Program Operation Manual, in excess of 33.33% with an annual target of 50% in Year 3	achieved a Performance Score above the threshold indic ated in the Program Operation Manual, in excess of 33.33% with an annual target of 67% in Year 4	achieved a Performance Score above the threshold indic ated in the Program Operation Manual, in excess of 33.33% with an annual target of 83% in Year 5	s that have achieved a Performance Score above the threshold in dicated in the Program Operation Manual, in excess of 33.33% with an annua target of 90% in Year 6	
Allocated Amounts EUR 32,990,000	0	EUR 6,598,000	EUR 6,598,000	EUR 6,598,000	EUR 6,598,000	EUR 6,598,000	
Formula	indicated in the	of Target Local Governments that have achieved Performance Score above the thresho in the Program Operation Manual, as verified by the [Annual Performance Assessmer in the same year.					
	Percentage	% of Allocated	Amount to be dis	bursed			
	< 33.33 %	0					
	\geq 33.33 % and			ve years and on a p			
	below annual	al envelope of EUR 6,598,000. The prorata allocation will be determined as it follows [Annual allocation/ (Annual target – baseline)] x Annual target.					
	target				ual target.		
		100% of the allo		t disbursed, equal s	horas of the undial	auread amour	
	will be added to	the remaining ann	ual allocations of	this same DLR. Th	e subsequent aggre	egated amoun	
				in the following y	year. Undisbursed	amounts from	
	more than one year can be added to a later year if conditions require so.						

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR							
	EXPECTED RESULTS FOR YEAR 1 (2023)	EXPECTED Results for Year 2 (2024)	EXPECTED RESULTS FOR YEAR 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)		
5.1 DLR#5.1: Adoption of a decree to optimize the use of civil servants in times of crisis and post crisis (including security crises and natural disasters)		Text adopted (yes or no)						
Allocated Amounts EUR 4,715,000			EUR 4,7	15,000				
Formula	EUR 4,715,000 upon adoption of [regulations] to facilitate the deployment and redeployment of civil servants in times of crisis and post crisis (including security and national disasters).							
5.2 DLR#5.2: Number of internally displaced civil servants (following security crises and/or natural disasters) redeployed in accordance with human resources needs of deconcentrated technical services, as evidenced by the entry of duty certificate	N/A	≥20,000 civil servants redeployed in Year 2	N/A	N/A	N/A	N/A		
Allocated Amounts EUR 9,426,000	0	EUR 9,426,000	N/A	N/A	N/A	N/A		
Formula	(assignment, sec For each [civil s EUR 9,426,000. If all or part of a will be added to will be disburse	I servants displace condiment, secondm servant redeployed a given year's annu- the remaining annu- the rem	ent) equal or in ex], EUR 471.3 will al allocation is no ual allocations of rgets are achieved	cess of 20,000 at P be disbursed with t disbursed, equal s this same DLR. Th in the following	rogram closing dat a maximum alloca shares of the undis a subsequent aggr	e. ated amount of bursed amount egated amount		

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR						
	EXPECTED Results for Year 1 (2023)	EXPECTED Results for Year 2 (2024)	EXPECTED Results for Year 3 (2025)	EXPECTED Results for Year 4 (2026)	EXPECTED Results for Year 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)	
5.2 DLR#5.3 Share of primary public schools in the Target Local Governments having received at least two (2) monitoring visits including the follow-up on recommendations from previous missions on topics related to school canteens, minimum school bags and pedagogical material, by the CEB during the school year	N/A	Share of primary schools the target LGs subject each year to two supervision/ins pections including the follow-up of previous recommendatio ns equal or in excess of the annual target of 30% in year 2	Share of primary schools the target LGs subject each year to two supervision/ins pections including the follow-up of previous recommendatio ns equal or in excess of the annual target of 50% in year 3	Share of primary schools the target LGs subject each year to two supervision/ins pections including the follow-up of previous recommendatio ns equal or in excess of the annual target of 70% in year 4	Share of primary schools the target LGs subject each year to two supervision/ins pections including the follow-up of previous recommendatio ns equal or in excess of the annual target of 90% in year 5	Share of primary schools the target LGs subject each year to two supervision/ inspections including the follow- up of previous recommend ations equal to the annual target of 100% in year 6	
Allocated Amounts EUR 2,355,000	0	EUR 471,000	EUR 471,000	EUR 471,000	EUR 471,000	EUR 471,000	
Formula	Share of primary schools of the target LGs subject each year to two supervision/inspective follow-up of recommendations. Percentage % of Allocated Amount to be disbursed Below annual target Disbursement will be made over five years and on a pro-rata basis envelope of EUR 471,000. The prorata allocation will be determ [Annual allocation/ (Annual target – baseline)] x Annual target. > annual target 100% of the allocated EUR 471,000 yearly					ions including	

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR						
	EXPECTED Results for Year 1 (2023)	EXPECTED RESULTS FOR YEAR 2 (2024)	EXPECTED Results for Year 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)	
5.1 DLR#5.4: Share of health centers in the Target Local Governments having received at least two (2) monitoring visits including the follow-up on recommendations from previous missions on topics related to birth registration	N/A	Share of health centers the target LGs subject each year to two supervision/in spections including the follow-up of previous recommendati ons equal or in excess of the annual target of 30% in year 2	Share of health centers the target LGs subject each year to two supervision/in spections including the follow-up of previous recommendati ons equal or in excess of the annual target of 50% in year 3	Share of health centers the target LGs subject each year to two supervision/in spections including the follow-up of previous recommendati ons equal or in excess of the annual target of 70% in year 4	Share of health centers the target LGs subject each year to two supervision/in spections including the follow-up of previous recommendati ons equal or in excess of the annual target of 90% in year 5	Share of health centers the target LGs subject each year to two supervision/in spections including the follow-up of previous recommendati ons equal to the annual target of 100% in year 6	
Allocated Amounts EUR 2,355,000		EUR 471,000	EUR 471,000	EUR 471,000	EUR 471,000	EUR 471,000	
Formula	follow-up of rec Percentage Below annual target > annual target If all or part of a will be added to will be disburse	Below annual Disbursement will be made over five years and on a pro-rata basis based on an annua envelope of EUR 471,000 The prorata allocation will be determined as it follow [Annual allocation/ (Annual target – baseline)] x Annual target.					

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR						
	EXPECTED RESULTS FOR YEAR 1 (2023)	EXPECTED RESULTS FOR YEAR 2 (2024)	EXPECTED Results for Year 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)	
6.1 DLR#6.1: Share of Target Local Governments with payment processing time between the head of Local Governments and the Regional Accountant in line with the services standards described in the local level regulation	N/A	Share of target LGs with an average payment processing time between the authorizing officer (ordonnateur) and the regional accountant equal or less to the service standard described by the regulation at local level and precised in the Program Operation Manual, in excess of 37% with an annual target of 50% in Year 2	Share of target LGs with an average payment processing time between the authorizing officer (ordonnateur) and the regional accountant equal or less to the service standard described by the regulation at local level and precised in the Program Operation Manual, in excess of 37% with an annual target of 67% in Year 3	Share of target LGs with an average payment processing time between the authorizing officer (ordonnateur) and the regional accountant equal or less to the service standard described by the regulation at local level and precised in the Program Operation Manual, in excess of 37% with an annual target of 83%in Year 4	Share of target LGs with an average payment processing time between the authorizing officer (ordonnateur) and the regional accountant equal or less to the service standard described by the regulation at local level and precised in the Program Operation Manual, in excess of 37% with an annual target of 100% in Year 5	N/A	
Allocated Amounts EUR 4,715,000	0	EUR 1,178,750	EUR 1,178,750	EUR 1,178,750	EUR 1,178,750	N/A	
Formula	Share of target LGs with an average payment processing time between the authorizing officer (ordonnateur) and the regional accountant equal or less to the service standard described by the regulation at local level and precised in the Program Operation Manual.						

DISBURSEMENT LINKED RESULTS	DISBURSEMENT-LINKED RESULTS PER YEAR							
	EXPECTED Results for Year 1 (2023)	EXPECTED RESULTS FOR YEAR 2 (2024)	EXPECTED RESULTS FOR YEAR 3 (2025)	EXPECTED Results for Year 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)		
	Percentage	% of Allocated Amount to be disbursed						
	< 37 %	0						
	\geq 37 % and below annual target	Disbursement will be made over four years and on a pro-rata basis based on an envelope of EUR 1,178,750. The prorata allocation will be determined as it follows [Annual allocation/ (target – baseline)] x Annual target.						
	> annual target	100% of the allo	cated EUR 1,178,7	The second se	10			
6.2 DLR# 6.2: Share of Target Local Governments with improved contracts execution rate	N/A	Share of targets LGs with an annual contract execut ion rate above a threshold defined in the Program Operation Manual in excess of 37% with an annual target 50% in Year 2	Share of targets LGs with an annual contract execut ion rate above a threshold defined in the Program Operation Manual in excess of 37% with an annual target 67% in Year 3	Share of targets LGs with an annual contract execut ion rate above a threshold defined in the Program Operation Manual in excess of 37% with an annual target 83% in Year 4	Share of targets LGs with an annual contract execut ion rate above a threshold defined in the Program Operation Manual in excess of 37% with an annual target 100% in Year 5	N/A		
Allocated Amounts EUR 4,715,000	0	EUR 1,178,750	EUR 1,178,750	EUR 1,178,750	EUR 1,178,750	N/A		
Formula	Share of targets LGs with an annual contract execution rate above a threshold defined in the Program Operation Manual. The contract execution rate will be determined by dividing the number of contract awarded in target LGs (from the signing up to the delivery of goods and services) by the total number of contracts in the current year's procurement plan multiply by 100.				er of contracts			
	Percentage	% of Allocated	Amount to be dis	bursed				

DISBURSEMENT LINKED RESULTS		DISBURSEMENT-LINKED RESULTS PER YEAR						
	EXPECTED RESULTS FOR YEAR 1 (2023)	EXPECTED RESULTS FOR YEAR 2 (2024)	EXPECTED RESULTS FOR YEAR 3 (2025)	EXPECTED RESULTS FOR YEAR 4 (2026)	EXPECTED RESULTS FOR YEAR 5 (2027)	EXPECTED RESULTS FOR YEAR 6 (2028)		
	< 37 %	0						
	\geq 37 % and below annual target	w annual envelope of EUR 1,178,750. The prorata allocation will be determined as it follows [Annual allocation/ (Ar target – baseline)] x Annual target.						
	> annual target							

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APPENDIX

Definitions

- 1. "ADCT" means the Recipient's Local Government Development Agency (Agence de Développement des Collectivités Territoriales) established pursuant to Decree No. 2020-0927/PRES/PM/MINEFID/MATD dated November 17, 2020.
- 2. "ADR" means alternative dispute resolution.
- 3. "Annual Performance Assessment" means the SUPERMUN municipal performance monitoring survey, which is carried out annually to assess the performance of municipalities.
- 4. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, the Association's "Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing," dated February 1, 2012, and revised July 10, 2015.
- 5. "Burkina Faso Association of Mayors" means an association created in 1995, comprising the 351 municipalities located in the Recipient's territory, with the objective to support the decentralization agenda, and promote local governance.
- 6. "Category" means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- 7. "CEB" means "Circonscriptions d'Education de Base", or basic education districts, and are deconcentrated structures of the Ministry of National Education, Literacy and Promotion of National Languages in charge of monitoring the quality of education at the local government level.
- 8. "CICT" means "Comptabilité Intégrée des Collectivités Territoriales", an integrated accounting system at the local level.
- 9. "COGES" means management committees or Comité de Gestion governed by Arrêté n°2018_316/MENA/SG du 26 septembre 2018 portant réglementation du fonctionnement des structures d'éducation préscolaire au Burkina Faso ; Arrêté conjoint N°2013-029/MENA/MATS/MATD/MEF du 27 mars 2013 portant composition et fonctionnement du Comité de Gestion de l'école ; Arrêté interministériel No. 2010-430/MS/MATD/MEF du 29 décembre 2010 portant modalité de gestion financière des centres de santé et de promotion sociale et des centres médicaux ; and Arrêté interministériel n°0056-MENA/MATD/MINEFID du 5 avril 2017 portant création, attributions, composition et fonctionnement des Comités de Gestion d'Etablissement Scolaire (COGES) dans les établissements publics d'enseignement général post primaire et secondaire.

- 10. "Disbursement Linked Indicator" or "DLI" means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
- 11. "Disbursement Linked Result" or "DLR" means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
- 12. "Endogenous Canteens" means a mechanism established at the school level to collect food from parents.
- 13. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Program-for-Results Financing", dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
- 14. "Independent Verification Agent" means the government agency/ies and/or consultant(s) to be selected/appointed in accordance with the provision of Section I.C of Schedule 2 to this Agreement, for purposes of carrying out the verification of the Recipient's achievement of the DLIs/DLRs.
- 15. "Kits of Essential Household Items" means "Articles Ménagers Essentiels" including the minimum items to address the needs of sleeping, lighting, cooking and washing, kitchen tools and clothing for internally displaced persons.
- 16. "Legal Timeframe" means, with respect to DLI#1, the period of two (2) months from the birth of a newborn for registration pursuant to article 61 of the Family and Individuals Code.
- 17. "MATDS" means the Recipient's Ministry of Territorial Administration Decentralization and Security (*Ministère de l'Administration Territoriale, de la Décentralisation et de la Sécurité*), or any successor thereto acceptable to the Association.
- 18. "MFPTPS" means Recipient's ministry of the civil service, labor and social protection (*Ministere de la Fonction Publique, du Travail, et de la Protection Sociale*), or any successor thereto acceptable to the Association.
- 19. "PBG Legal Framework" means an inter-ministerial order institutionalizing performance-based grants with the minimum content necessary for completion of DLR#4.1 as outlined in Annex 4 of this Agreement.

- 20. "Performance Based Grants" means grants provided by the Recipient to the target local governments in accordance with DLR#4.1 and #4.2 as outlined in Schedule 4 of this Agreement.
- 21. "Performance Score" means the score provided to the 349 municipalities of Burkina Faso by the SUPERMUN municipal performance monitoring annual survey on their institutional capacity, based on a set of indicators set forth in the Program Operation Manual.
- 22. "Performance Threshold" means the threshold to be achieved by the Recipient in accordance with DLR#4.2 as set forth in the Program Operation Manual.
- 23. "Program Action Plan" means the Recipient's plan referred to in Section I.D of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
- 24. "Program Coordination Unit" or "PCU" mean the coordination unit to be maintained by the Recipient for implementing the Program pursuant to Section I.A.2 of Schedule 2 to this Agreement.
- 25. "Program Operation Manual" or "Prg. OM" means the manual to be developed and adopted by the Recipient for carrying out the Program, pursuant to Section I.B of Schedule 2 to this Agreement.
- 26. "Ratio" means, with respect to DLI#1, the ratio between the number of births declared within the Legal Timeframe by the Target Local Governments and the total number of births occurring in public and private health facilities.
- 27. "Regional Accountant" means public accountant at the local level.
- 28. "Selected Services" means birth certificate, school canteens, and proximity justices targeted as part of the Program.
- 29. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 30. "State" means the state of Burkina Faso.
- 31. "Steering Committee" means the steering committee to be established by the Recipient pursuant to Section I.A.1 of Schedule 2 to this Agreement.
- 32. "SUPERMUN" means the Recipient's Municipal Performance Survey (Suivi de la Performance Municipale).

- 33. "Supporting Units" means the Recipient's units within different sectoral ministries that shall support the PCU in accordance with Section I.A.2(c) of Schedule 2 to this Agreement.
- 34. "Target Deconcentrated Structures" means regional and provincial directorates of the Recipient's ministries responsible for education and health in Target Local Governments.
- 35. "Target Local Governments" or "Target LGs" means municipalities (special delegations) selected as set forth in the Program Operation Manual.
- 36. "Target Local Public Entities" means deconcentrated technical services, local governments/municipalities and other actors involved at the local level including governorates, high-commissions and prefectures selected in accordance with the Pgr. OM.
- 37. "Verification Protocol" means the verification protocol agreed between the Recipient and the Association, which shall form part of the Program Operation Manual, setting forth the basis and methodology for verification of the achievement of Disbursement-Linked Results, as the same may be modified from time to time with the prior written agreement of the Association.