
GRANT NUMBER D612-TG
CREDIT NUMBER 6613-TG

Financing Agreement

(West Africa Unique Identification for Regional Integration
and Inclusion (WURI) Program – Togo Project)

between

TOGOLESE REPUBLIC

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER D612-TG
CREDIT NUMBER 6613-TG

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the TOGOLESE REPUBLIC (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS (A) as part of the regional effort to establish a robust *f*ID System (as defined in the Appendix to this Agreement) with authentication processes that allow for mutual recognition of *f*ID Credentials (as defined in the Appendix to this Agreement) across the region of the Economic Community of West African States (“ECOWAS”, as further defined in the Appendix to this Agreement), the Recipient has expressed interest to become a Participating Country (as defined in the Appendix to this Agreement) under the second phase of a multiphase programmatic approach program designed to increase the number of persons in Participating Countries (as defined in the Appendix to this Agreement) who have government-recognized proof of unique identity that facilitates access to services (“West Africa Unique Identification for Regional Integration and Inclusion (WURI) Program” or “MPA Program”);

(B) the Association has extended financial assistance to the Republic of Côte d’Ivoire, the Republic of Guinea and the ECOWAS Commission (as defined in the Appendix to this Agreement) to support precedent activities under the first phase of the MPA Program pursuant, respectively, to the Financing Agreement between the Republic of Côte d’Ivoire and the Association (Credit No. 6239-CI) dated July 13, 2018, the Financing Agreement between the Republic of Guinea and the Association (Credit No. 6240-GN and Grant No. D326-GN) dated June 27, 2018, and the Financing Agreement between the Association and the ECOWAS Commission (Grant No. D321-3W) dated October 16, 2018 (“ECOWAS Commission Financing Agreement”), as each such Financing Agreement may be amended from time to time, and including all appendices, schedules and agreements supplemental thereto;

(C) the Recipient, having satisfied itself as to the feasibility and priority of the project (“Project”, as described in Schedule 1 to this Agreement), has requested the Association to assist in the financing of the Project;

(D) by a financing agreement to be entered into between the Burkina Faso (“Burkina Faso”) and the Association (“Burkina Faso Financing Agreement”), the Association will extend to Burkina Faso a grant in an amount equivalent to eighteen million three hundred thousand Special Drawing Rights (SDR 18,300,000) and a credit in an amount forty-five million five hundred thousand Euro (EUR 45,500,000) to assist Burkina Faso in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Burkina Faso Financing Agreement;

(E) by a financing agreement to be entered into between the Republic of Benin (“Benin”) and the Association (“Benin Financing Agreement”), the Association will extend to Benin a grant in an amount equivalent to eleven million Special Drawing Rights (SDR 11,000,000) and a credit in an amount of twenty-seven million three hundred thousand Euro (EUR 27,300,000) to assist Benin in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Benin Financing Agreement;

(F) by a financing agreement to be entered into between the Republic of Niger (“Niger”) and the Association (“Niger Financing Agreement”), the Association will extend to Niger a grant in an amount equivalent to nineteen million seven hundred thousand Special Drawing Rights (SDR 19,700,000) and a credit in an amount of forty-nine million two hundred thousand Euro (EUR 49,200,000) to assist Niger in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Niger Financing Agreement; and

WHEREAS the Association has agreed, on the basis, *inter alia*, of the foregoing, to extend the grant and credit provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement.

NOW THEREFORE 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 grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing Parts 1, 2 and 3 of the Project:
 - (a) an amount equivalent to seventeen million five hundred thousand Special Drawing Rights (SDR 17,500,000) (“Grant”); and
 - (b) the amount of forty-three million seven hundred thousand Euro (EUR 43,700,000) (“Credit”).

- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 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 Service Charge is the greater of: (i) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (ii) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are May 15 and November 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 Euro.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The Recipient has not adopted the Foundational ID Law and/or its related regulations or, after such adoption, the Foundational ID Law and/or its related regulations have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the achievement of the objective of the Project.
 - (b) The fID System Legal Framework has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the achievement of the objective of the Project.
 - (c) The Association shall have suspended in whole or in part the right of one or more Participating Countries or of the ECOWAS Commission, as the case may be, to make withdrawals under the respective Participating Country Legal Agreement and/or ECOWAS Commission Financing Agreement, as the case may be.

- 4.02. The Additional Event of Acceleration consists of the following, namely that any event specified in Section 4.01 (a) or (b) of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — TERMINATION

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

- 6.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

*Ministère de l'Économie
et des Finances*
Immeuble CASEF
B.P.387
Lomé
Togolese Republic; and

- (b) the Recipient's Electronic Address is:

Facsimile:
(228) 22-21-0905

- 6.03. 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.

TOGOLESE REPUBLIC

By



Authorized Representative

Name:

Sani YAYA

Title:

LE MINISTRE

Date:

19 JUIN 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Deborah L. Wetzel

Title: Director of Regional Integration

Date: June 8, 2020

SCHEDULE 1

Project Description

The objective of the Project is to increase the number of persons in the Togolese Republic, Republic of Benin, Burkina Faso and Republic of Niger who have government-recognized proof of unique identity that facilitates their access to services.

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

Part 1: Strengthening of the Legal and Institutional Framework

Strengthening the legal and institutional framework for the *fID* System of each Participating Country, including through authentication processes aimed at allowing for mutual recognition across the Participating Countries and thereby facilitating access to services at both regional and country levels, and encompassing the provision of goods, services and training as required for the following activities:

Part 1.1: Identify and Address Gaps in Existing Legal and Regulatory Frameworks for the *fID* System

Carrying out the review of the Recipient's legal and regulatory frameworks on data protection and privacy, data sharing, identification and authentication with a view: (i) to identify and remediate gaps in existing legal, regulatory and institutional frameworks so that existing legal and policy guarantees, notably those of non-discrimination, privacy, data protection and network security, apply to the *fID* System, and assure mutual recognition of *fID* Credentials at the regional level; (ii) to elaborate an identification policy and, thereafter, develop and implement a corresponding law creating the *fID* System, including the definition and publication of policies for the usage of the *fID* System, standards on access, authentication, data sharing protocols and mutual recognition, all in accordance with international good practices, and the development of the instruments necessary for full usage and authentication of the *fID* System by both the public and private sectors; (iii) to elaborate legal policies and protocols to allow integration and interoperability between the *fID* System and CR System, as well as other relevant registries and databases; and (iv) to reinforce the Recipient's data protection and privacy regime, through the reinforcement and capacity-building of the Recipient's data protection authority and the granularization and integration of the data protection and privacy regime with relevant executive instruments.

Part 1.2: Creation of the *fID* System Authority

Creation of the institutional framework for the Recipient's *fID* System, encompassing: (i) the creation of an independent *fID* System Authority dedicated to maintaining the *fID* System, the drafting of the executive instruments needed to assure that

the *fID* System Authority develops data sharing agreements, subject to the data protection and privacy regime, with other institutional actors which rely upon the *fID* System for authentication services; and (ii) the reinforcement of the capacity building of Recipient's agencies to carry out the Project, including lessons from the other Participating Countries and experts on the approach, models, best practices, challenges in implementing identification projects.

Part 1.3: Conduct Regional Dialogue on Interoperability of *fID* Systems

Carrying out by the Recipient of a program to foster inter-agency collaboration and to strengthen regional engagement on the basis of the *fID* Systems, in particular that of the *fID* System Authorities, encompassing: (i) the delivery of thematic workshops to promote regional engagement and to enhance mutual understanding and cooperation among ECOWAS Member States for regional *fID* System interoperability by means of developing common standards, change-management techniques, advocacy and sensitization; and (ii) collaboration on the regional mutual recognition framework of *fID* Credentials through the development of agreements on shared standards.

Part 1.4: Institutionalization of Safeguards

Enhancement of the Recipient's capacity to address grievances under the Project and on a larger institutional basis, through the carrying out of reviews of the existing institutional organs and redress mechanisms and, on the basis thereof, the establishment of appropriate grievance redress mechanisms and policies.

Part 1.5: Project Management, Grievance Redress Mechanism and Stakeholder Engagement

Carrying out of a program aimed to deliver the technical assistance and to finance the Operating Costs required: (i) to adequately support the PIU in its Project management activities, including in its monitoring and evaluation activities; and (ii) to develop grievance redress mechanisms suitable to collect and to respond to beneficiary issues with the implementation and rollout of *fID* Credentials.

Part 2: Establishing a Robust and Inclusive *fID* Systems

Development of a robust and inclusive *fID* System by supporting the Recipient in the design, development, establishment and implementation of its *fID* System aimed at having the overarching goal of providing multipurpose, government-recognized proof of unique identity that facilitates access to services and supporting multiple government and non-government functions or services, and comprising the provision of goods, services and training to set up a database initially to be populated by a registration sweep and supporting information systems investments for the *fID* System, including the servers and network

components hosted in a secure data center and a disaster recovery site to host various systems, and including the following activities:

Part 2.1.1: Elaboration of a *National Strategy on Identification for Service Delivery*

Elaboration by the Recipient of its *National Strategy on Identification for Service Delivery* to prioritize key services and authentication mechanisms that can be linked to the *fID* System, including the carrying out of consultations with key stakeholders to identify their needs and priorities and an assessment of the usability of the authentication platform for the cross-border authentication architectures.

Part 2.1.2: Development of a *Financial Model to Ensure Sustainability*

Development by the Recipient of a business plan for the sustainable financing of the Recipient's *fID* system, including the design of the most appropriate financing and revenue generation model for ongoing *fID* System operations and maintenance therefore efficiently balancing concerns of financial sustainability and universal access to *fID* Credentials.

Part 2.1.3: Creation of the *fID* System

Creation of the Recipient's *fID* System to process and store registration data in compliance with industry-wide good practices on privacy-by-design, security, availability and performance, and to provide identification and authentication services, and encompassing the development of a central system to generate and manage UNIs, including the financing of System Charges, the definition of mobile access points for registration and authentication and standardized interfaces permitting functional registers and relevant service providers to authenticate users' identities against the *fID* System using biometrics and/or other authentication mechanisms, the elaboration of procedures to deal with exceptional cases where biometrics cannot be captured, and the development of policies to allow access to authentication services while maintaining appropriate access control and data privacy safeguards.

Part 2.1.4: Development of an *Authentication System*

Development by the Recipient of a robust authentication service, entailing a comprehensively detail of the roles and responsibilities of the Recipient's key entities in the authentication lifecycle, and including the engagement models and the contracts and agreements between such entities, authentication mechanisms, standards and protocols, security and interoperability controls and practices, and a broad detail of the usage scenarios for the *fID* System authentication services, onboarding and authentication options at the service delivery points and bar code readers in order to ensure a successful rollout among services.

Part 2.2: Registration

Part 2.2.1: Registration *en Masse* of Persons

Setting-up of a charge-free registration in the *fID* System to all persons in the territory of the Recipient, irrespective of and without accounting for legal status, through the carrying out by the Recipient of mass registration campaigns, adequately supported by associated training, capacity building and knowledge transfer, and the development of procedures for continuous registration in the *fID* System, including the establishment of permanent registration points, the deployment of mobile registration units on a periodic basis, particularly in remote and difficult-to-access areas, and the establishment of clear and easy to access procedures and mechanisms to enable registrants to update their biometric and biographic data if necessary and services for the replacement of lost *fID* Credentials.

Part 2.2.2: Facilitating Ongoing Registration and Data Updates

Carrying out by the Recipient of mass registrations campaigns, adequately supported by associated training, capacity building and knowledge transfer, and development of procedures for continuous registration in the *fID* System, including the establishment of permanent registration points as well as the deployment of mobile registration units on a periodic basis, particularly in remote and difficult-to-access areas, and the establishment of clear and easy to access procedures and mechanisms to enable registrants to update their biometric and biographic data if necessary and services for the replacement of lost *fID* Credentials.

Part 2.3: Issuance of *fID* Credentials

Part 2.3.1: Systems for Production of *fID* Credentials

Establishment of the systems infrastructure required for the production by the Recipient of *fID* Credentials, which support basic physical and digital identity, delivered free-of-charge to people who have registered, including printers and additional equipment and software necessary to generate *fID* Credentials, as well as all software applications linked to processing requests and for the issuance of a *recipisse* with a unique registration acknowledgement number.

Part 2.3.2: Distribution of *fID* Credentials to all Persons Registered in the *fID* System

Issuance of low-cost physical *fID* Credentials and their free of charge distribution to those people who have registered in the Recipient's *fID* System and for which the UNI has been generated.

Part 2.4: Link with CR Systems for Sustainability

Laying out by the Recipient of the groundwork for automating CR Systems through the design of an interoperability mechanism to ensure the flow of data on births and deaths to the *f*ID System for sustainable operations, including the following activities:

Part 2.4.1: Provision of UNIs to newborns and individuals newly-registered in the CR System

Issuance by the *f*ID System of UNIs to newborns and individuals newly-registered in the CR System, including the integration of digital CR Systems, if available, with the *f*ID System.

Part 2.4.2: Elaboration of Technical Protocols and Policies

Elaboration of technical protocols and policies designed to allow interoperability between the *f*ID System and the CR System, thereby enabling the transfer of data transfer between such systems and supporting and reinforcing the legal framework to be developed under Part 1.1 hereof.

Part 2.4.3: Assessment of Existing Civil Registries

Carrying out of an inventory and evaluation of the state of the existing Recipient's CR System, including civil registers and archives in the Recipient's territory, and assessing the feasibility of digitization and, on the basis thereon, drawing up of a budget and a strategy for the development of a digital CR System and for the digitization of the stock of civil registration records.

Part 3: Facilitating Access to Services through *f*ID Credentials

Carrying out of a program to link the Recipient's *f*ID Systems to the ongoing national social protection, financial inclusion, health and education programs as well as other service provider systems, implementing an interoperability mechanism to provide linking/integration of the *f*ID System with service providers information systems for sharing of data, while also assuring the application of appropriate privacy, data protection and user-consent policies, including the provision of goods, services and training required for the following activities:

Part 3.1: Communications and Outreach

Part 3.1.1: Development of a Communications Strategy

Development of a strategy for communicating with the Project beneficiaries on accessing services using *f*ID Credentials, with particular emphasis on groups previously excluded from these services due to lack of government-recognized identity credentials, so

as to improve service delivery, especially to vulnerable populations and groups that have historically been excluded.

Part 3.1.2: Awareness-raising Campaign

Well in advance of registration drives, development and implementation of awareness-raising campaigns that effectively communicate the benefits of the *fID* System, as well as *fID* System inclusiveness, with a particular aim of reaching and delivering *fID* Credentials to populations that may never before have had identity documents and to effectively ensure that populations understand their rights and responsibilities under the new *fID* System, especially with regard to privacy, data protection, costs, inclusiveness and benefits to end users, as well as reiterating the existence of the GRM systems.

Part 3.1.3: Information, Education and Communication Campaign for Registration

Carrying out of communication campaigns to raise awareness about the functionality of the *fID* System for accessing services and of a mass communication campaign to ensure individuals are aware of the ways they can benefit from the new linkages to the service providers' program and other key services, thereby providing incentives to individuals and their families to register while informing them about their rights and the protection of their privacy and maximizing demand for the *fID* System-linked services.

Part 3.2: Integrating the *fID* System and Service Delivery Systems

Part 3.2.1: Design and Implementation of Interoperability of Systems

Design and implementation of the linkage of the social information systems of the Recipient's social registry's information systems and the *fID* System for eligibility assessment, as well as provision of technical assistance for the implementation of one or more services that use the *fID* System for unique identification, based on the recommendations of the *National Strategy on Identification for Service Delivery* to be developed under Part 2.1.1 hereof.

Part 3.2.2: Development of Systems to Facilitate Administration of Services using the *fID* System

Reinforcement of the social information system through the building of software components to integrate with the *fID* System, the linkage of existing user data record in the service provider system with the *fID* System and components on the basis of models adopted by the Recipient for authentication, and the training of staff for such purposes.

Part 3.3: Regional Integration/Linking of fID Systems

Development and implementation by the Recipient of a suitable framework for mutual recognition and interoperability of fID Systems for enabling users to access cross-border services among the ECOWAS Member States, including the following activities:

Part 3.3.1: Develop the Technical Architecture(s) for Regional Integration and Interoperability

Carrying out of the evaluation of the different options for technical architecture for regional integration and interoperability.

Part 3.3.2: Implementation of the Regional Integration Architecture

Linkage of the Recipient's fID System to the regionally-interoperable components of the fID Systems of other Participating Countries, and encompassing the exploration and ideation of common components, the setting forth of shared standards for the fID System that allows for mutual recognition of fID Credentials, and the examination and selection of potential services to interoperate.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements and Implementation Modalities

1. Focal Point in the Recipient's Presidency

The Recipient shall identify in its Presidency a Focal Point to work with the Project Coordinator all throughout Project implementation, serving under terms of reference and with qualifications and experience satisfactory to the Association, and who shall: (i) be responsible for assuring the transversality of the Project; (ii) participate in the Steering Committee with non-voting faculties; and (iii) be a member of the Technical Committee. The Presidency shall, through the Focal Point, have final approval of: (i) the AWP&Bs; (ii) the *fID* System design and implementation; and (iii) the elaborated *National Strategy on Identification for Service Delivery*.

2. Steering Committee

- (a) The Recipient shall, not later than three (3) months after the Effective Date, establish, under terms of reference and with qualified and experienced staff in adequate number, all satisfactory to the Association, and thereafter maintain throughout Project implementation, a cross-cutting Steering Committee to address Project coordination challenges through a whole-of-government approach, in particular to guide the course of the Project and to draw together necessary competencies and resolve any issues that might arise related to the management and implementation of the *fID* System at both the central and local level.
- (b) The Steering Committee shall ensure cross-sectoral participation and oversight of the Project Implementation Unit throughout Project implementation. The Steering Committee shall be composed of the heads of the relevant ministries and agencies, including representatives from the Recipient's ministries charged with finance, digital economy, social protection, health, education, the data protection authority, as well as other service providers with an interest in the identification for service delivery agenda.
- (c) The Steering Committee shall be responsible for defining the larger dimensions of the *fID* system and, to this end, it shall have overall supervising authority, following-up and approving technical progress, as well financial oversight, and in particular, shall be vested with the

responsibility of making decisions on issues of data sharing among respective sectoral systems, establishing policy positions on the management of the *f*ID System, creating a division of labor between different levels and agencies of government, and incorporating and integrating uncoordinated and fragmented identification approaches. The Steering Committee shall meet at least twice each Fiscal Year to undertake, *inter alia*: (i) the review and preliminary approval of the draft AWP&Bs; (ii) the assessment of Project progress against the current AWP&B and the approval of the semi-annual Project Reports; (iii) the validation of any modification or update to the PIM; (iv) the review of the *f*ID System design and implementation; and (v) review of the elaborated *National Strategy on Identification for Service Delivery*.

3. Technical Committee

The Recipient shall not later than three (3) months after the Effective Date, establish, under terms of reference and with qualified and experienced staff in adequate number, all satisfactory to the Association, and thereafter maintain throughout Project implementation, a Technical Committee vested with the responsibility of providing to the PIU key technical and operational inputs necessary for the *f*ID System in order to facilitate Project implementation.

4. Project Implementation Unit

The Recipient shall maintain within the structure of the MPENIT throughout Project implementation, the Project Implementation Unit headed by the Project Coordinator and comprising a technical team with expertise on all relevant disciplines, including a dedicated financial management specialist and a procurement specialist, all satisfactory to the Association and under terms of reference and with resources adequate for its mandate. Furthermore, the Recipient shall, not later than: (i) one (1) month after the Effective Date, recruit and appoint a Project Coordinator, a technical architect, and a senior environmental and social development specialist with experience in grievance redress mechanisms and consultations; (ii) three (3) months after the Effective Date, recruit and appoint a monitoring and evaluation specialist and an assistant trained in grievance redress mechanisms; and (iii) six (6) months after the Effective Date, recruit and appoint a communications specialist and an accountant to be exclusively dedicated to the Project, all in a manner satisfactory to the Association. The PIU shall be responsible for: (i) day-to-day coordination of the Project and all aspects of management, procurement, environmental and social safeguards, monitoring, evaluation and reporting; (ii) the assessment of the impacts under the Project; (iii) the consolidation of the AWP&Bs and reports from all contracted parties at the local level with a view to submit consolidated documents to the Steering Committee. The Recipient shall ensure at all times the PIU promptly conclude, as required, agreements with each concerned structure of the Recipient or other

relevant organizations, all satisfactory to the Association, to assist the PIU in such functions.

5. Regional Supervision Committee

The Recipient shall collaborate with the other Participating Countries with due diligence and take all action needed on its behalf to ensure that: (a) suitable terms of reference are developed for the functioning of a Regional Supervision Committee to be entrusted with providing a forum for ongoing regional dialogue, thereby ensuring the policies and protocols are in place to ensure mutual recognition of JID Credentials across Participating Countries; and (b) twice a year during each Fiscal Year, the Project Coordinator and one legal and one technical expert, attend the meetings of said Regional Supervision Committee.

B. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and
 - (d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Association shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ESCP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Recipient shall:
 - (a) take all measures necessary on its part to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP

and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

- (b) promptly notify the Association of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including without limitation, the denial of *f*ID System registration or the denial of the provision of a *f*ID Credential to the registrant, the denial of services for lack of possession of a *f*ID Credentials, violations and/or abuses of established data protection and privacy norms (such as the use of the *f*ID System for discriminatory purposes or surveillance), violence by registration personnel (especially towards vulnerable groups and gender-based violence), all in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.

- 4. The Recipient shall, not later than six (6) months after the Effective Date, establish, and thereafter, maintain and publicize throughout the implementation of the Project, the availability of a grievance redress mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
- 5. The Recipient shall: (i) not later than five (5) months after the Effective Date, submit to the Association for its review and approval, the draft Environmental and Social Assessment and Management Plan; (ii) thereafter, finalize the Environmental and Social Assessment and Management Plan taking into consideration the recommendations of the Association; and (iii) not later than six (6) months after the Effective Date, disclose in the Recipient's and the Association's websites the final Environmental and Social Assessment and Management Plan as approved by the Association.

C. Training

For the purposes of the training to be provided under the Project and to be delivered through courses, study tours, workshops and conferences, the Recipient shall:

- (a) furnish to the Association for its approval, not later than November 30th of each calendar year, a training program including an explanation of how such training is consistent and conducive to the objectives of the Project

and whether it offers the best price/quality ratio, as well as the schedule for its implementation;

- (b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and
- (c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each training and the benefits to be derived therefrom.

D. Project Implementation Manual

The Recipient shall: (i) not later than one (1) month after the Effective Date, adopt the Project Implementation Manual, which shall include a financial manual of procedures setting forth the internal control procedures, in form and substance satisfactory to the Association; and (ii) thereafter, take all action required to carry out the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual; (iii) submit recommendations to the Association for its consideration for changes and updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objective of the Project; and (iv) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the Association's prior agreement. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

E. Annual Work Plans and Budgets

- 1. The Recipient shall ensure that the PIU prepare, under terms of reference satisfactory to the Association, and furnish to the Association not later than November 30th in each calendar year, for the Association's consideration, an AWP&B setting forth the activities to be included under the Project for the following calendar year, such AWP&B to include an implementation schedule and budget and financing plan therefor.
- 2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on such proposed AWP&B and, thereafter, shall ensure that the PIU implement the AWP&B with due diligence and efficiency as shall have been approved by the Association.

F. Financial Management Undertakings

The Recipient shall ensure that the PIU: (i) not later than three (3) months after the Effective Date, configure and thereafter maintain in the PIU an accounting

software suitable to meet the requirements of the Project, train its staff on the use of said software, and recruit and appoint to the PIU an internal auditor; and (ii) not later than six (6) months after the Effective Date, recruit and appoint to the PIU an external auditor, both of said auditors under terms of reference and with qualifications and experience satisfactory to the Association, to oversee the accounting functions of the PIU.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall furnish to the Association each Project Report for the Project not later than forty-five (45) days month after the end of each calendar quarter, covering the calendar quarter.

B. External Monitoring

The Recipient shall, not later than six (6) months after the Effective Date, appoint an independent third party, under terms of reference and with qualifications and experience satisfactory to the Association, to carry out the oversight of the use of the identification systems being designed and implemented under the Project.

Section III. Withdrawal of the Proceeds of the Financing

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: (i) to finance Eligible Expenditures; and (ii) to repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in EUR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, training and Operating Costs under Parts 1, 2 and 3 of the Project	40,835,000	17,500,000	100%
(2) Refund of Preparation Advance	2,865,000		Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	43,700,000	17,500,000	

2. For the purposes of the table set forth in paragraph 1 above, the term “training” means the expenditures incurred to finance the reasonable cost of training, workshops, conferences, study tours, fellowships and scholarships provided under the Project and conducted in the territory of the Recipient and abroad, including the reasonable and necessary incremental expenditures incurred on account of organizing or attending learning and knowledge dissemination events, including: (a) fees for educational institutions; (b) fees and allowances for resource persons; (c) travel, board and lodging for resource persons and trainees; (d) logistics and materials associated with conferences, seminars, workshops, study tours, fellowships and scholarships; and (e) other training costs directly associated with the Project, but excluding: (i) those provided through consulting services; and (ii) salaries (including bonuses, fees and honoraria or equivalent payments) of officials of the Recipient’s civil service; and which Training is hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.

B. Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed the equivalent of SDR 728,000 may be made for payments made prior to this date but on or after January 1, 2020, for Eligible Expenditures under Category (1).

2. The Closing Date is July 30, 2026.

SCHEDULE 3

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, 2026, to and including November 15, 2057	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 3.05 (b) of the General Conditions.

APPENDIX

Definitions

1. “Annual Work Plans and Budgets” or “AWP&Bs” means, each, collectively the annual work plans and budgets for the Project approved by the Association in accordance with the provisions of paragraph 2 of Section I.E of Schedule 2 to this Agreement, and “Annual Work Plan and Budget” or “AWP&B” means any of the Annual Work Plans and Budgets.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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 and as of July 1, 2016.
3. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CR System” means a civil registration system serving as a foundational system for establishing a person’s legal existence, and which system is the continuous, permanent, compulsory, and universal recording of the occurrence and characteristics of vital events (live births, deaths, fetal deaths, marriages, and divorces) and other civil status events pertaining to the population as provided by a decree, law or regulation, in accordance with the legal requirements in each country.
6. “ECOWAS” means the Economic Community of Western African States (*Communauté économique des États de l’Afrique de l’Ouest*), a regional political and economic union of fifteen countries located in West Africa, established and operating pursuant to the ECOWAS Revised Treaty (as hereinafter defined).
7. “ECOWAS Commission” means the commission referred to in Article 17 of the Supplementary Protocol A/SP/06/06 amending the ECOWAS Revised Treaty.
8. “ECOWAS Member States” means the current 15 countries members of the ECOWAS, including the Recipient, Benin, Burkina Faso, Cabo Verde, Côte d’Ivoire, The Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Niger, Nigeria, Senegal and Sierra Leone.

9. “ECOWAS Revised Treaty” means the establishment treaty of ECOWAS, signed in Cotonou, Benin, on July 24, 1993.
10. “Environmental and Social Assessment and Management Plan” means the instrument to be prepared by the Recipient setting forth the potential social risks and impacts of the Project and design, appropriate mitigation, management, and monitoring measures, including the effective engagement of stakeholders in participatory processes, in addition to the measure to be taken during the implementation and operation of the Project to eliminate and mitigate said social impacts, as well as the actions needed to implement these measures (including measures that endeavor to prevent and respond to gender-based violence and sexual exploitation and abuse that may arise under the Project).
11. “Environmental and Social Commitment Plan” or the acronym “ESCP” means the Recipient’s environmental and social commitment plan, acceptable to the Association, dated March 16, 2020, which forms part of this Agreement and sets out a summary of the material measures and actions to address the potential environmental and social risks and impacts of the Project, including the timing of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any instruments to be prepared thereunder; as the ESCP may be revised from time to time, with prior written agreement of the Association , and such term includes any annexes or schedules to such plan.
12. “Environmental and Social Standards” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association at <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>.
13. “Fiscal Year” and “FY” means, each, the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.

14. “fID Credentials” means identity credentials issued by the fID System (as hereinafter defined), an official form of unique identity which: (i) is not necessarily linked to nationality, citizenship or legal status; (ii) is recognized by the state as proof-of-identity; and (iii) can be used as the basis for accessing a variety of public and private services.
15. “fID System” or “Foundational ID System” means, each, a foundational identification system used for proving a person’s identity which: (i) has its underpinnings in a legal and institutional framework; (ii) provides fID Credentials on the basis of a unique, basic set of attributes, such as biometrics and demographic data, that exclusively describes an individual or an entity; and (iii) is parallel and complementary to the CR Systems to maintain an ongoing flow of information (births, deaths) for sustained operations.
16. “fID System Authority” means the independent and autonomous authority to be created under Part 1.2 of the Project to manage and maintain the fID System.
17. “fID System Legal Framework” means, collectively and indistinctively, the Recipient’s existing laws, regulations and legal instruments, including the data protection and privacy framework, needed to assure that the fID System is developed and maintained according to the *Principles on Identification for Sustainable Development* recognized by the Association as of June 5, 2018, and good international practices, and comprising, without limitation, the Recipient’s Cybersecurity and Cybercrime Law no. 2018-026 date December 7, 2018 (*Loi sur la Cybersécurité et la lutte contre la Cybercriminalité*) and the Recipient’s Data Protection Law no. 2019-014 dated October 29, 2019 (*Loi relative à la protection des données à caractère personnel*).
18. “Focal Point” means the person to be identified by the Recipient in its Presidency to carry out the functions set forth in paragraph 1 of Section I.A. of Schedule 2 to this Agreement.
19. “Foundational ID Law” means the national legislation that shall establish under Part 1.1 of the Project to govern the fID System, and that shall include, among others, principles for non-discrimination, inclusiveness and data privacy, as such principles are developed with the approval of the Association.
20. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
21. “Ministry of Digital Economy” or “MPENIT” means, each, the Recipient’s *Ministère des Postes, de l’Economie Numérique et des Innovations Technologiques*, and any successor thereto.

22. “Monitoring and Evaluation Indicators” means the agreed monitoring and evaluation indicators set forth in the Project Implementation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the implementation of the Project and the degree to which the objective thereof is being achieved.
23. “*National Strategy on Identification for Service Delivery*” means the strategy to be elaborated by the Recipient under Part 2.1.1 of the Project prioritizing the key services and authentication mechanisms that can be linked to the *fID* System.
24. “Operating Costs” means the expenditures incurred by the Recipient to finance: (i) the salaries of support staff of the PIU involved in Project implementation (excluding civil servants) and state contributions thereon; (ii) *per diem* and travel expenses of the operational staff performing their responsibilities under the Project; (iii) fuel and vehicle maintenance and insurance; (iv) communication technology (including, without limitation, internet and telephone) and maintenance of equipment; (v) rental expenses and utilities; (vi) building security and maintenance; (vii) translation services, photocopies and publications; and (viii) utilities and office supplies, and which Operating Costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.
25. “Participating Countries” mean, collectively, the Participating Countries, being the Recipient, Benin, Burkina Faso, the Republic of Côte d’Ivoire, the Republic of Guinea, Niger and any other country which subsequently enters into a Financing Agreement with the Association for the MPA; and “Participating Country” means individually each and any of the Participating Countries.
26. “Participating Country Legal Agreement” means a legal agreement between a Participating Country and the Association for activities related to the Project under the MPA Program, as such agreement may be amended from time to time, and including all appendices, schedules and agreements supplemental thereto; and “Participating Countries Legal Agreements” means collectively the Participating Countries Legal Agreements, which includes under this second phase of the MPA Program, this Agreement, the Benin Financing Agreement, the Burkina Faso Financing Agreement and the Niger Financing Agreement.
27. “Preparation Advance” means the advance No. V3240 referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on March 17, 2020 and on behalf of the Recipient on March 18, 2020.
28. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

29. “Project Coordinator” means the coordinator to be recruited and appointed by the Recipient to head the PIU (as hereinafter defined) pursuant to the provisions of Section I.A.4 of Schedule 2 to this Agreement.
30. “Project Implementation Manual” or “PIM” means, each, the manual to be adopted by the Recipient pursuant to the provisions of Section I.D of Schedule 2 to this Agreement, for the implementation of the Project at the national and regional level, including, *inter alia*: (i) the terms of reference, functions and responsibilities for the members or the personnel of the PIU (as hereinafter defined) and other ministries, agencies and institutions involved in Project implementation; (ii) the procedures for procurement of goods and services and the procedures assuring the eligibility and financing of Operating Costs and training, as well as for financial management, accounting and audits under the Project; (iii) the Monitoring and Evaluation Indicators; (iv) the interim financial reports, and the Project Reports; (v) funds flow and disbursement arrangements of Project funds; (vi) the administrative, accounting and financial manual of procedures setting for the internal control policies and procedures; and (vii) the grievance redress mechanisms; as said manual may be amended from time to time with the Association’s prior approval.
31. “Project Implementation Unit” or “PIU”, means, each, the unit established and operating in the Ministry of Digital Economy under the Financing Agreement for Credit No. 5253-TG (Second Phase of the West Africa Regional Communications Infrastructure Program –Togo Project) between the Recipient and the Association dated November 12, 2013, and referred to in paragraph 4 of Section I.A of Schedule 2 to this Agreement.
32. “Regional Supervision Committee” means the coordinating committee in which the Recipient shall participate to guide regional engagement in the Project pursuant to the provisions of paragraph 5 of Section I.A of Schedule 2 to this Agreement.
33. “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.
34. “Steering Committee” means the coordinating body to be set up by the Recipient and function under the Project in accordance with the provisions of paragraph 2 of Section I.A of Schedule 2 to this Agreement.
35. “System Charges” means the expenditures incurred under Part 2.1.3 of the Project to finance the charges for renting space in a data center for primary and disaster recovery sites for the fID Systems, and which System Charges are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.

36. “Technical Committee” means the committee to be established by the Recipient to support the Steering Committee in accordance with the provisions of paragraph 3 of Section I.A of Schedule 2 to this Agreement.
37. “UNI” means a Unique identity number, an unintelligible, randomly-assigned number, generated by the *f*ID System that uniquely identifies an individual, and can be used to link an identity across databases and systems in both the public and private sector.