

**CONFORMED COPY**

**CREDIT NUMBER 4217-MAU**

# **Financing Agreement**

**(OMVS Felou Hydroelectric Project)**

**between**

**ISLAMIC REPUBLIC OF MAURITANIA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated September 13, 2006**

**CREDIT NUMBER 4217 -MAU**

**FINANCING AGREEMENT**

AGREEMENT dated September 13, 2006, between ISLAMIC REPUBLIC OF MAURITANIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in the Financing Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

**WHEREAS:**

- (A) The Recipient has requested that the Association support the execution of the Program through a series of financings over a period of approximately seven years to be utilized by the Recipient in the implementation of the Program;
- (B) The Borrower, having satisfied itself as to the feasibility and priority of the Project described in Schedule 1 to the Project Agreement, has requested the Association to assist in the financing of the Project;
- (C) the Republic of Senegal (Senegal), and the Republic of Mali (Mali) have also requested the Association to assist in the financing of the Project and by agreements of even date herewith between Senegal, and Mali respectively, and the Association (the Senegal Financing Agreement, and the Mali Financing Agreement), the Association is agreeing to provide such assistance in an amount equivalent to SDR 16,900,000, and SDR 16,900,000 respectively; and

- (D) Pursuant to an agreement of even date herewith the *Société de Gestion de l'Energie de Manantali* (SOGEM), the High Commission of OMVS (OMVS/HC) and the Association, the Project will be carried out by SOGEM and OMVS/HC with the assistance of the Recipient, Senegal, and Mali and, as part of such assistance, the Recipient will make available to SOGEM and OMVS/HC the proceeds of the Financing as provided in this Agreement, and Senegal, and Mali will make available to SOGEM and OMVS/HC the proceeds of the financings provided for in the Senegal Financing Agreement, and in the Mali Financing Agreement, respectively, in accordance with the terms of said agreements.
- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixteen millions and nine hundred thousand Special Drawing Rights (SDR 16,900,000) ("Credit") to assist in financing the project described in Schedule 1 to the Project Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section II of Schedule I to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are April 1 and October 1 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.07. The Payment Currency is the United States Dollar.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions.

- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule I to this Agreement and with the provisions of Schedule 2 to the Project Agreement.

#### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Events of Suspension consist of the following:

- (a) A situation has arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out;
- (b) the Project Implementing Entities' Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entities to perform any of their obligations under the Project Agreement; and
- (c) (i) subject to subparagraph (ii) of this paragraph, the right of Senegal or Mali to withdraw the proceeds of the financings made available to them under the Senegal Financing Agreement, and / or the Mali Financing Agreement, respectively, shall have been suspended, canceled or terminated in whole or in part, pursuant to the terms of said agreements, and (ii) subparagraph (i) of this paragraph shall not apply if adequate funds for the Project are available to SOGEM and OMVS/HC from other sources on terms and conditions consistent with the obligations of the Project Agreement.

- 4.02. The Additional Event of Acceleration consists of the following:

The event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 30 days after notice of the event has been given by the Association to the Recipient.

#### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) The Subsidiary Agreements, in form and substance satisfactory to the Association, has been duly executed on behalf of the Recipient and the Project Implementing Entities;

- (b) the conditions precedent to the effectiveness of the Senegal Financing Agreement, and the Mali Financing Agreement, other than the fulfillment of the conditions precedent to the effectiveness of this Agreement, have been satisfied;
- (c) the Project Implementing Entities have hired an external auditor with qualifications, experience and terms of reference acceptable to the Association; and
- (d) the Project Implementing Entities have submitted to the Association: (i) bidding documents, in form and substance acceptable to the Association, for the Design-Build contract to be entered into for Component 2 of the Project, and (ii) a draft contract, in form and substance acceptable to the Association, for the consulting services required under Component 2 (b) of the Project.

5.02. The Additional Legal Matter consists of the following:

The Subsidiary Agreements have been duly authorized or ratified by the Recipient and the Project Implementing Entities and is legally binding upon the Recipient and the Project Implementing Entities in accordance with their terms.

5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is the Minister at the time responsible for Economic Affairs and Development. The Director General of SOGEM, and the High Commissioner of OMVS, and any person whom he or she shall designate in writing, are also designated as representatives of the Recipient for purposes of taking any action required or permitted to be taken under the provisions of Section 2.02 of this Agreement.

6.02. The Recipient's Address is:

Ministère des Affaires Economiques et du Développement  
BP 238  
Nouakchott  
République Islamique de Mauritanie

Cable address:	Telex:	Facsimile:
MP Nouakchott	840 MTN	222 25110

6.03. The Association's Address is:

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

ISLAMIC REPUBLIC OF MAURITANIA

By: /s/ Massar Abdoulaye Cissoko  
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Madani M. Tall  
Authorized Representative

## SCHEDULE I

### Project Execution

#### **Section I. Subsidiary Financing; Institutional and Other Arrangements**

##### **A. Subsidiary Agreement**

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entities under: (a) subsidiary agreements between the Recipient and the Project Implementing Entities, under terms and conditions approved by the Association (“Subsidiary Agreements”), which shall include for SOGEM on-lending terms including an interest rate of 4.5 percent per year; and (b) a repayment period of twenty years, including a grace period of five years.
2. The Recipient shall exercise its rights under the Subsidiary Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, arrogate or waive the Subsidiary Agreements of any of the provisions thereof.

#### **Section II. Withdrawal of the Proceeds of the Financing**

##### **A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions and of this Section and such additional instructions as the Bank may specify by notice to the Recipient, to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:



<u>Category</u>	<u>Credit Allocated in SDR equivalent</u>	<u>% of expenditures to be financed</u>
(1) <i>Eligible Expenditures for the Design Build Contract under Component 1 of the Project</i>	16,900,000	100%
<b>Total</b>	<b>16,900,000</b> =====	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is June 30, 2010.

**Section III. Other Undertakings**

1. Not later than December 31, 2006, the Recipient shall cause SOMELEC to establish a guarantee mechanism, acceptable to the Association, including an escrow account to backstop its payments obligations for electricity purchases from the OMVS power system.

**SCHEDULE 2**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each April 1 and October 1:	
commencing October 1, 2016 to and including April 1, 2026.	<b>1%</b>
commencing October 1, 2026 to and including April 1, 2046	<b>2%</b>

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

## APPENDIX

### Definitions

1. “Affected Persons” means persons who, on account of the execution of the Project, had or would have their: (i) standard of living adversely affected; or (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected; and “Affected Person” means any of the Affected Persons.
2. “Category” means a category set forth in the table in Section II of Schedule I to this Agreement;
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
4. “ESMF” or “Environmental and Social Management Framework” means the Recipient’s document dated February 24, 2006 setting forth, *inter alia*, guidelines, procedures, timetable and other specifications designed to offset adverse environmental and social impacts related to Project activities, or to reduce them to acceptable levels, or to enhance positive impacts.
5. “Financing Agreements” means this Agreement, the Mauritania Financing Agreement, and the Mali Financing Agreement.
6. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005.
7. “OMVS” means the *Organisation pour la Mise en Valeur du Fleuve Sénégal*, established and operating pursuant to the OMVS Conventions.
8. “OMVS Conventions” mean the Convention relative au *Statut du Fleuve Sénégal* of March 11, 1972, the *Convention portant Création de l’Organisation pour la Mise en Valeur du Fleuve Sénégal* of March 11, 1972, the *Convention relative au Statut Juridique des Ouvrages Communs* of December 21, 1978, the *Convention relative aux Modalités de Financement des Ouvrages Communs* of May 12, 1982, the convention establishing SOGEM of January 7, 1997, all among Mali,

Mauritania and Sénégal, and the *Traité d'Adhésion de la Guinée* of March 16, 2006 among Mali, Mauritania, Sénégal, and Guinée.

9. "OMVS Power System Operator" means *Eskom Energie Manantali*.
10. "Procurement Guidelines" means the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004.
11. "Procurement Plan" means the Recipient's procurement plan for the Project, dated June 5, 2006 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
12. "Program" means the program designed to serve as the framework for policy reform, institutional development and investments in the energy sector as outlined in (i) the ECOWAS Energy Protocol ("EEP") adopted by the Authority of Heads and State and Government of ECOWAS under Decision A/DEC dated January 17, 2003, and (ii) the "ECOWAS Revised Master Plan for the Generation and Transmission of Electrical Energy"; adopted by the Authority of Heads and State and Government of ECOWAS under Decision A/Dec.7/01/05 dated January 19, 2005.
13. "Project Implementing Entities" means the SOGEM and OMVS/HC.
14. "Project Implementing Entities' Legislation" means the OMVS Conventions.
15. "RAP" means the Resettlement Action Plan dated February 24, 2006 for compensation payments to be made under the Project to Affected Persons.
16. "SOGEM" means *Société de l'Energie de Manantali* operating pursuant to the OMVS Conventions, and any entity established to succeed SOGEM.
17. "SOMELEC" means *Société Mauritanienne d'Electricité*.
18. "Subsidiary Agreement" means the agreement referred to in Section 5.01 (a) of this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.
19. "WAPP" means the West Africa Power Pool, a cooperative mechanism for pooling the operations of the national power systems of ECOWAS member states

into a unified regional electricity market, established pursuant to Decision A/Dec.8/12/01 of December 20-21, 2001.

20. “WAPP Organization” means the specialized institution of ECOWAS, established pursuant to Decision A/Dec.18/01/06 of January 12, 2006 and Decision A/Dec.20/01/06 of January 12, 2006, whose mission is to promote technical cooperation and operational coordination among power utilities in ECOWAS member states.
21. “WAPP Zone B OMVS Countries” means collectively Guinea, Mali, Mauritania and Senegal.