

CONFORMED

CREDIT NUMBER 4972-ML

Financing Agreement

(Additional Financing for Second Transport Sector Project)

between

REPUBLIC OF MALI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 27, 2011

CREDIT NUMBER 4972-ML

FINANCING AGREEMENT

Agreement dated July 27, 2011, entered into between REPUBLIC OF MALI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to fourteen million two hundred thousand Special Drawing Rights (SDR 14,200,000) (variously, “Credit” and “Financing”) to assist in financing Parts 1 (a) (ii), 1 (b) (i) and 3 (b) of the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are May 1 and November 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 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 Program. To this end, the Recipient shall carry out Parts 1 (a) (ii), 1 (b) (i) and 3 (b) of the Project 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 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following:

A situation has arisen which shall make it improbable that the Program or a significant part thereof, will be carried out.

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

The event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that the delegated management contract for Part 1 (b) (i) and (ii) and (c) of the Project between the Recipient and the Infrastructure and Rural Equipment Works Execution Agency and the delegated management contract for Part 1 (a) and Part (b) (iii) of the Project between the Beneficiary and the Roads Work Execution Agency have been updated in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety days (90) days after the date of this Agreement.
- 5.03. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is ten years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

6.02. The Recipient's Address is:

Ministry of the Economy and Finance
P. O. Box 234
Bamako
Mali

Facsimile:

223-2022-14-88

223-2022-07-93

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

248423 (MCI)

1-202-477-6391

Washington, D.C.

AGREED at Bamako, Mali, as of the day and year first above written.

REPUBLIC OF MALI

By //s// Lassine Bouaré
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By //s// Ousmane Diagana
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to provide access and better transport services to the Recipient's rural and urban communities through improvement of essential rural infrastructure and important Bamako transport infrastructure.

The Project constitutes part of the Program, and consists of the following parts:

1. Rural Access

(a) Earth Road Rehabilitation

- (i) Approximately 155-kilometer section of Badougou--Toukoto-Bafoulabé road, in Kayes region.
- (ii) Approximately 140-kilometer section of Bandiagara-Douantza-Togo Tongo ramp, in Mopti region.

(b) Rural Road Maintenance

- (i) Approximately 755-kilometer section in Malian Textile Development Company zone, and approximately 520-kilometer section in Upper Niger Valley Agency zone.
- (ii) Approximately 400 kilometers specifically addressing priority needs of rural communities.
- (iii) Approximately 400 kilometers, including approximately 190 kilometers of Fana-Dioïla-Massigui-Koualé road and approximately 43 kilometers of Dioïla-Sorokoro road, on basis of long-term performance-based contracts.

(c) Socioeconomic Infrastructure and Equipment

Financing of small-scale socio-economic community infrastructure, along roads rehabilitated under Part 1 (b) of the Project, such as:

- (i) school rehabilitation;
- (ii) construction of cooperative management and training centers and community shops;
- (iii) equipping of rural markets;

- (iv) establishment of multifunctional agricultural production platforms, small ferry, and access ramp on Niger River;
 - (v) drilling of wells, and provision of related pump equipment; and
 - (vi) provision of solar energy equipment.
- (d) Wharf Rehabilitation and Reconstruction

Rehabilitation or reconstruction of four (4) wharves along Niger River – Diafarabé, Dioro, Konna, and Ténenkou – for purposes of improving fluvial transport and contributing to opening up of isolated rural areas.

2. Bamako Transport System

- (a) Works
 - (i) Rehabilitation of *Boulevard du Peuple* (People’s Boulevard), including:
 - (A) rebuilding of approximately 1.3-kilometer section of road to comprise four (4) lanes, two (2) for high-capacity buses, and two (2) for other road users, and marked sidewalks; and
 - (B) construction of two (2) footbridges.
 - (ii) Building of minibus ring road:
 - (A) construction of approximately 4.8-kilometer closed circular minibus thoroughfare (*Anneau Société de Transport du Mali* (Mali Transport Company Ring)), including passenger embarkation and disembarkation notches and shelters, around town center; and
 - (B) rehabilitation or transformation of certain junctions, reorientation of streets in impact zone of construction activity, development of pedestrian links and bridges, clearly marked and protected pedestrian crossings, conversion of certain two-way roads into one-way, and installation of public lighting, and traffic lights at certain junctions.
 - (iii) Transformation of approximately 1.7 kilometers of downtown streets, including restriction of minibus access, relocation of small

business stalls, and building of sidewalks, for purposes of improving pedestrian conditions.

(b) Institutional Support

Capacity building of Traffic and Urban Transport Regulation Directorate, through provision of technical assistance, carrying out of training, and acquisition of equipment and materials, with respect to:

- (i) parking and traffic management and regulation;
- (ii) urban public transportation organization;
- (iii) air pollution; and
- (iv) collection, processing, and utilization of road-accident statistics and remedial action with regard to accidents.

3. Institutional Strengthening and Project Management

- (a) Provision of support to Recipient entities, such as National Roads Directorate, National Land, Maritime, and Fluvial Transport Directorate, National Sanitation and Pollution Inspection Directorate, National Hydraulics Directorate, Road Authority, and Traffic and Urban Transport Regulation Directorate, in implementation of financial and institutional mechanisms aimed at sustainable road maintenance.
- (b) Implementation of Environmental and Social Management Framework Environmental and Social Management Plans, Resettlement Framework, and Resettlement Plans and monitoring of mitigation measures relating to potential adverse environmental and social impacts associated with Project activities.
- (c) Specific monitoring of transport-sector related HIV/AIDS prevention and sensitization campaigns under Multi-Sectoral HIV/AIDS Project.
- (d) Development and implementation of medium-term transport sector strategy, including capacity building activities for various Project implementation entities and carrying out of rural road access index study.
- (e) Project management, including carrying out of financial and technical audits and financing of operating costs.
- (f) Project monitoring and evaluation.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Ministry at the time Responsible for Roads

The ministry at the time responsible for roads shall be responsible for coordination, management, and oversight of Project implementation.

2. Steering Committee

(a) The Recipient shall maintain, throughout Project implementation, the Steering Committee, in form and substance and with functions and resources satisfactory to the Association, including composition as set out in said provision.

(b) Without limitation upon the provisions of subparagraph (a) of this Section, the Steering Committee shall be responsible for the application of defined policy orientations with respect to Project and Program implementation, and overall Project and Program oversight, and ensuring communication and collaboration amongst stakeholders, including road users, and shall meet at least twice a year for this purpose.

3. National Coordination Unit

(a) The Recipient shall maintain, throughout Project implementation, the National Coordination Unit, in form and substance and with functions and resources satisfactory to the Association, including staff with qualifications, experience, and terms of reference satisfactory to the Association.

(b) Without limitation upon the provisions of subparagraph (a) of this Section, the National Coordination Unit shall be responsible for overall Project coordination and implementation, including financial management, procurement, environmental and social monitoring and mitigation, and monitoring and evaluation. As such, it shall: (i) consolidate the annual work plans and budgets referred to in Section V.A of this Schedule; (ii) monitor implementation; (iii) produce periodic implementation reports; (iv) maintain records and accounts in relation to its transactions; (v) prepare the financial reports referred to in Part II.B.2 of this Schedule;

(vi) ensure procurement operations quality; (vii) implement, and manage Financing proceeds under, Part 3 of the Project; and (viii) carry out monitoring and evaluation.

4. Technical Committee

- (a) The Recipient shall maintain, throughout Project implementation, the Technical Committee, in form and substance and with functions and resources satisfactory to the Association, including composition as set out in said provision.
- (b) Without limitation upon the provisions of subparagraph (a) of this Section, the Technical Committee shall be responsible for implementation monitoring and ensuring effective communication between Project implementing entities, and shall meet at least monthly for this purpose.

5. Other Project Entities

- (a) The Recipient shall maintain, throughout Project implementation, the National Roads Directorate, , all in form and substance and with functions and resources satisfactory to the Association, including staff with qualifications, experience, and terms of reference satisfactory to the Association.
- (b) Without limitation upon the provisions of subparagraph (a) of this Section, said entities shall be responsible for implementation of various parts of the Project as follows:
 - (i) National Roads Directorate: Part 1 (a)-(c) of the Project in accordance with the provisions of the delegated works management contracts referred to in Section E of this Schedule, as concluded with the Road Works Execution Agency for Part 1 (a) and (b) (iii) of the Project, and the Infrastructure and Rural Equipment Works Execution Agency for Part 1 (b) (i) and (ii) and (c) of the Project, respectively.

B. Manual

Except as the Association shall otherwise agree, the Recipient shall: (a) carry out the Project in accordance with the Project Implementation Manual; and (b) except as the Association shall otherwise agree, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, in a manner which, in the opinion of the Association, may materially or adversely affect Project implementation or achievement of the objective thereof.

C. Anti-Corruption

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

D. Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the Environmental and Social Management Framework, Environment and Social Management Plans, Resettlement Framework, and Resettlement Plan, and, except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, any provision of the aforementioned if such amendment, abrogation, or waiver may, in the opinion of the Association, materially or adversely affect Project implementation or achievement of the objective thereof.

E. Delegated Contract Managers

1. To facilitate the carrying out of Parts 1 (a), (b) and (c) of the Project, the Recipient shall continue to engage the services of Delegated Contract Managers in accordance with the provisions of Section III of this Schedule under delegated management contracts pursuant to which the Recipient shall delegate to each Delegated Contract Manager certain Project implementation responsibilities including procurement on behalf of the Recipient of the goods, works and services required for the Project and financial management of the Project, in accordance with Sections I.B, I.C, and I.D, Section II, Section III and Section IV of this Annex.
2. The Recipient shall exercise its rights under the Delegated Management Contracts in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive the Delegated Management Contracts or any of its provisions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar year, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

| Procurement Method |
|--|
| (a) National Competitive Bidding |
| (b) Shopping |
| (c) Direct Contracting |
| (d) Procurement from United Nations Agencies |

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

| Procurement Method |
|--|
| (a) Quality Based Selection |
| (b) Least Cost Selection |
| (c) Selection under a Fixed Budget |
| (d) Selection Based on Consultants' Qualifications |
| (e) Selection of Individual Consultants |
| (f) Single Source Selection |

D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

| Category | Amount of the Financing Allocated (expressed in SDR) | Percentage of Expenditures to be Financed (Exclusive of Taxes) |
|---|---|---|
| (1) Goods, works, non-consulting services and consultants’ services for the Project | 14,200,000 | 100% |
| TOTAL AMOUNT | 14,200,000 | |

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 December 31, 2014.

Section V. Other Undertakings

A. Annual Work Plans and Budgets

The Recipient shall furnish to the Association as soon as available, but in any case no later than September 1 of each year, an annual work plan and budget for the Project for the following year, in form and substance satisfactory to the Association and of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget due no later than September 1, 2011, which shall be furnished no later than thirty (30) days after the Effective Date, whichever is sooner.

B. Other

1. The Recipient shall recruit, no later than thirty (30) days following the Effective Date and in accordance with the provisions of Section III of this Schedule, an external auditor, with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of the audit referred to in Section II.B.3 of this Schedule.
2. The Recipient shall ensure that funds allocated to road maintenance as reflected in its draft 2010 Finance Law are at a minimum FCFA 14,500,000,000, and that, no later than September 2011, 2012, 2013 and 2014 respectively, said funds as reflected in its draft 2011, 2012, 2013 and 2014 Finance Law, respectively, shall be those agreed with the Association.
3. The Recipient shall continue to ensure that at least 70 percent of its dedicated yearly road maintenance funds are generated by road user fees.

Section VI Amendment to the Original Financing Agreement

The following provisions of the Original Financing Agreement are hereby modified to read as follows:

1. Schedule 1 of the Original Financing Agreement is replaced by the Project Description in Schedule 1 of this Agreement.
2. Section I.E of Schedule 2 to the Original Financing Agreement is added to read as follows:

“E. Delegated Contract Managers

1. To facilitate the carrying out of Parts 1 (a), (b) and (c) of the Project, the Recipient shall engage the services of Delegated Contract Managers in accordance with the provisions of Section III of this Schedule under delegated management contracts pursuant to which the Recipient shall

delegate to each Delegated Contract Manager certain Project implementation responsibilities including procurement on behalf of the Recipient of the goods, works and services required for the Project and financial management of the Project, in accordance with Sections I.B, I.C, and I.D, Section II, Section III and Section IV of this Annex.

2. The Recipient shall exercise its rights under the Delegated Management Contracts in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate or waive the Delegated Management Contracts or any of its provisions.”
3. Section II.A.1 of Schedule 2 to the Original Financing Agreement is amended to read as follows:

“A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators agreed with the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than one month after the end of the period covered by such report.”
4. The Closing Date in Part B.2 of Section IV to the Schedule 2 to the Financing Agreement is extended to December 31, 2014.
5. The following definitions 5, 6 and 12 are added to the Appendix to the Financing Agreement to read as follows and the definitions are renumbered accordingly:

“5. “Delegated Contract Manager” means the entity referred to in Section I.E of Schedule 2 to this Agreement and such term includes the Infrastructure and Rural Equipment Works Execution Agency (as defined hereinafter) and the Road Works Execution Agency (defined hereinafter).

6. “Delegated Management Contract” means the contract (“*Convention de Maîtrise d’Ouvrage Delegate*”) between the Recipient, represented by the MET (as defined hereinafter), and each Delegated Contract Manager, referred to in Section I.E of Schedule 2 to this Agreement, as such contract may be amended from time to time, and such term includes all schedules to the Delegated Management Contract.

“12. Ministry of Equipment and Transport” or “MET” means the Recipient’s ministry in charge of equipment and transport, or its successor thereof.”

SCHEDULE 3

Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|--|--|
| On each May 1 and November 1: | |
| commencing November 1, 2021 to and including May 1, 2031 | 1% |
| commencing November 1, 2031 to and including May 1, 2051 | 2% |

* 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. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.
4. “Circle” (*Cercle*) means an administrative area of the Recipient, established pursuant to the Recipient’s Law No. 95-034 of April 12, 1995, representing a designated area and population within the territory of the Recipient.
5. “Delegated Contract Manager” means an entity referred to in Section I.E of Schedule 2 to this Agreement, and such term includes the Infrastructure and Rural Equipment Works Execution Agency (as defined hereinafter) and the Road Works Execution Agency (defined hereinafter).
6. “Delegated Management Contract” means the contract (“*Convention de Maîtrise d’Ouvrage Deleguée*”) between the Recipient, represented by the MET (as defined hereinafter), and each Delegated Contract Manager, referred to in Section I.E of Schedule 2 to this Agreement as such contract may be amended from time to time, and such term includes all schedules to the Delegated Management Contract.
7. “Environmental and Social Management Framework” means the Recipient’s framework, dated October 2006, agreed with the Association for the environmental and social screening process to be followed in identifying, assessing, and mitigating the potential adverse environmental and social impact associated with activities to be implemented under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to the Environmental and Social Management Framework.
8. “Environmental and Social Management Plans” means the Recipient’s plans, dated January 2006, November 2006, and January 2007, as they relate to Parts 1 (a) (i), 1 (a) (ii), and 2 (a) of the Project, respectively, agreed with the Association, for the procedures, including environmental and social mitigation measures, to be followed under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to the Environmental and Social Management Plans.

9. “FCFA” means the local currency used in the West African denominated African Financial Community Franc (*Franc de la Communauté Financière Africaine*).
10. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
11. “Infrastructure and Rural Equipment Works Execution Agency” (*Agence d’Execution des Travaux d’Infrastructures et d’Equipements Ruraux*) or “AGETIER” means the Recipient’s entity, under the supervisory authority of the ministry at the time responsible for agriculture, established and operating pursuant to the Recipient’s Association Declaration Receipt No. 06/HCRS-CAB-CAA of May 2, 2000, at the time responsible for the carrying out of infrastructure and rural equipment works in the territory of the Recipient, which is in charge of the execution of Parts 1 (b) (i) and (ii) and (c) of the Project as per the terms of a Delegated Management Contract with the Recipient dated July 19, 2007.
12. “Malian Textile Development Company” (*Compagnie Malienne pour le Développement des Textiles*) means the private textile production enterprise, established and operating pursuant to the Recipient’s Law No. 04/CMLN of January 10, 1975.
13. “Ministry of Equipment and Transport” or “MET” means the Recipient’s ministry in charge of equipment and transport, or its successor thereof.
14. “Multi-Sectoral HIV/AIDS Project” means the Recipient’s project, financed by a grant from the Association (No. H099-MLI), whose objective is to support the Recipient’s multi-sectoral efforts to control the spread of the HIV / AIDS epidemic and provide sustainable access to treatment and care to those infected with or affected by HIV/AIDS.
15. “National Roads Directorate” means the Recipient’s entity, under the supervisory authority of the ministry at the time responsible for equipment and transport, at the time responsible for road network management in the territory of the Recipient.
16. “National Sanitation and Pollution Inspection Directorate” (*Direction Nationale de l’Assainissement et du Contrôle des Pollutions et des Nuisances*) means the Recipient’s entity, under the supervisory authority of the ministry responsible for the environment, at the time responsible for sanitation and inspection of pollution in the territory of the Recipient.
17. “Original Financing Agreement” means the financing agreement for a Second Transport Sector Project between the Recipient and the Association, dated June 5, 2007 (Credit No4303-MLI).
18. “Original Project” means the Project described in the Original Financing Agreement.

19. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.
20. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 4, 2011 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
21. “Program” means the program designed to increase internal and external access in the territory of the Recipient, and set forth or referred to in the letter dated April 20, 2007 from the Recipient to the Association.
22. “Project Implementation Manual” means the manual adopted by the Recipient outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement arrangements, as shall have been agreed with the Association for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to the Project Implementation Manual.
23. “Resettlement Framework” means the Recipient’s framework, dated November 2006, agreed with the Association for the resettlement and compensation of persons affected by potential changes in land use associated with activities to be implemented under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to the Resettlement Framework.
24. “Resettlement Plan” means the Recipient’s plan, dated November 2006, agreed with the Association, outlining the procedures, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to the Resettlement Plan.
25. “Road Authority” (*Autorité Routière*) means the Recipient’s entity, under the supervisory authority of the Ministry of Equipment and Transport, established and operating under the Recipient’s Law No. 00-051 of August 4, 2000 and Decree No. 01-283/P-RM of July 3, 2001, at the time responsible for administration of road maintenance funds.
26. “Road Works Execution Agency” (*Agence d’Exécution des Travaux d’Entretien Routier*) or “AGERROUTE” means the Recipient’s entity, under the supervisory authority of the ministry at the time responsible for equipment and

transport, established and operating pursuant to the Recipient's Ordinance No. 04-018/P-RM of September 16, 2004, at the time responsible for the carrying out of road maintenance works in the territory of the Recipient, which is in charge of the execution of Parts 1 (a) and (b) (iii) of the Project as per the terms of a Delegated Management Contract with the Recipient dated July 31, 2007.

27. "Training" means the training of persons involved in Project-supported activities, such term including seminars, workshops, and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs of securing the services of trainers, rental of training facilities, preparation and reproduction of training materials and other costs directly related to course preparation and implementation.
28. "Upper Niger Valley Development Agency" (*Office de la Haute Vallée du Niger*) means the Recipient's entity, under the supervisory authority of the minister at the time responsible for agriculture, established and operating pursuant to the Recipient's Ordinance No. 91-048/P-CTSP of August 12, 1991, at the time responsible for increasing agricultural production and productivity in the Circles of Kangaba, Kati, and Koulikoro.