LOAN NUMBER 92830-GA

# Loan Agreement

(Digital Gabon Project)

between

# **GABONESE REPUBLIC**

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

#### LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between GABONESE REPUBLIC ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank 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 – LOAN

- 2.01. The Bank agrees to lend to the Borrower the amount of fifty six million two hundred thousand Euros, (€56,200,000), as such amount may be converted from time to time through a Currency Conversion ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Borrower elects to apply the Automatic Rate Fixing Conversion to the Loan. Accordingly, without limitation upon the provisions of Article IV of the General Conditions and unless otherwise notified by the Borrower to the Bank in accordance with the provisions of the Conversion Guidelines, the interest rate basis applicable to the aggregate principal amount of the Loan withdrawn during each Interest Period shall be converted from the initial Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread for the full maturity of such amount in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- 2.07. The Payment Dates are March 1 and September1 in each year.
- 2.08. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

#### ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower, through the Ministry of New Information and Communications Technologies (MNICT), shall carry out the Project in accordance with the provisions of Article V of the General Conditions and, Schedule 2 to this Agreement.

#### **ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the Borrower has adopted a Decree extending the CN-TIPPEE's mandate to the implementation of the Project in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement;
  - (b) The Borrower has recruited: (i) a project coordinator; (ii) an environmental specialist, (iii) a financial management specialist; (iv) a procurement specialist, (v) a social specialist, and (vi) an accountant all with terms of reference, qualifications, and integrity acceptable to the Bank.
  - (c) the Project Implementation Manual ("PIM") has been prepared and adopted in accordance with Section I.B of Schedule 2 to this Agreement;
- 4.02. The Effectiveness Deadline is the date is hundred and twenty (120) days after the Signature Date.
- 4.03 For purposes of Section 9.05 (b) of the General Conditions, the date on which the obligations of the Borrower under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

#### **ARTICLE V— REPRESENTATIVE; ADDRESSES**

- 5.01. The Borrower's Representative is its Minister in charge of economy.
- 5.02. For purposes of Section 10.01 of the General Conditions:

(a) the Borrower's address is:

Ministère de l'Economie et des Participations Boulevard Triomphal, B.P 747 Libreville, Gabon

5.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex: Facsimile:

248423(MCI) or 1-202-477-6391 64145(MCI) AGREED as of the Signature Date.

# GABONESE REPUBLIC

	Authorized Representative
By	Mays Mouissi

	Mays Mouissi		
Name:			
Title:	Ministre de l'Economie		
Date:	26-Dec-2023		

# INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Cherck/Konte Authorized Representative

 Authorized Representative

 Name:
 Cheick Fantamady Kante

 Title:
 Country Director

 19-Dec-2023
 Date:

#### SCHEDULE 1

#### **Project Description**

The objective of the Project is to enhance adoption of select digitalized public services and increase the number of persons with a legal identity credential that facilitates their access to services.

The Project consists of the following parts:

#### Part 1: Enabling environment for accelerated digital transformation

- 1.1. Strengthen the strategic, legal, regulatory and institutional frameworks for digital transformation, through, *inter alia*: (a) building the Borrower's capacity to develop and/or amend existing laws, regulations, and developing new institutional and policy reforms aimed at strengthening, *inter alia*: personal data protection, legal ID including civil registration, cybersecurity protections, and facilitating secure data exchange and interoperability between government databases; and (b) developing a strategy, including consultation with relevant stakeholders, aimed at strengthening the protection of personal data, legal ID including civil registration, cybersecurity and interoperability.
- 1.2. Strengthening the technological foundations for digital transformation
  - (a) Development and implementation of an Interoperability Platform (IoP) to facilitate secure data exchange within government, protect individuals' personal data and improve access to and quality of public services, through *inter alia*: (i) providing technical assistance to define the IoP technical architecture implementing service oriented architecture principles; (ii) purchasing of software and infrastructure layers composing the technical architecture and their implementation; and (iii) providing technical assistance aimed at building capacity and change management for IoP implementers and users.
  - (b) Design and implementation of cybersecurity capacity building plans to protect legal ID systems as well as other e-government initiatives and building overall cybersecurity capacity, through *inter alia*: (i) providing technical assistance to design a cybersecurity architecture and to operationalize core features of the cybersecurity architecture, including a dedicated security operation center to monitor and response to cyber threats; (ii) training selected staff involved in implementation and compliance of the Borrower's cybersecurity framework; and (iii) purchasing of relevant ICT equipment.
  - (c) Support to reinforce data hosting capacity to allow secure deployment of the digital platforms financed under the Project, and build the foundations for a national cloud strategy, through *inter alia*: (i) purchasing of relevant ICT equipment; (ii) providing technical assistance and training to selected staff to reinforce the data hosting environment of its data aimed at securely and reliably host the digital platforms financed by the project; (iii) strengthening the policy framework governing the Recipient's state data centers operations; (iv) carrying out audits using internationally recognized standards; (v) providing Training and/or technical assistance to develop a national cloud hosting strategy and data governance framework; (vi) strengthening and expansion of .ga domain name services; and (vii) small works and rehabilitation of selected local public offices and

facilities.

# Part 2: Modernizing legal ID systems

- 2.1 Support the creation of a robust and inclusive RBPP System that protect individuals' personal data and facilitate access to public services, through inter alia: (i) development and implementation of a robust and inclusive RBPP System to issue a unique ID credentials; (ii) carrying out feasibility studies to populate the RBPP System initial data through migration of legacy voter records, and implementation of migration of said data based on study results; (iii) defining and implementing business processes for NIP enrollment in line with the Pillars of Inclusion and ID4D Principles; (iv) designing and implementing a registration campaign to expand the overage of the RBPP System; (v) producing and distributing universal ID credentials to all NIP holders regardless of nationality or legal status; (vi) developing and providing authentication services based on the NIP to facilitate individuals' access to services including consultations; (vii) developing and implementing a new national ID card production and distribution system, interoperable with the RBPP System; (viii) providing technical assistance and training to relevant staff of the CNEC, the Ministry of NICT and other relevant institutions implementing the RBPP. aimed at supporting institutional reforms enabling the implementation of the legal ID reforms; and (ix) carrying out studies to identify barriers to access and successful use of individuals' ID enrollment and authentication.
- 2.2. Support the creation of a fully digitalized Civil Registry (CR) system to register to manage registration and archiving of vital records, through *inter alia*: (i) developing and implementing a fully digitalized CR system, interoperable with and distinct from the RBPP System; (ii) carrying out a cartography of existing CR archives and carrying out a feasibility study for digitalization; (iii) providing technical assistance to populate the CR database through the digitization of legacy paper CR records based on the feasibility study; (iv) developing and implementing business processes for the continuous digitalized registration of vital acts; (v) carrying out small works and rehabilitation of selected local public offices; (vi) technical assistance and consultations to define a implementation strategy for CR reforms; (vii) communications and training for relevant institutions; (viii) goods and small works to support institutional reforms and rehabilitate CR facilities; and (ix) purchasing relevant ICT equipment.

# Part 3: Digital Transformation of Public Administration and Select Services

- 3.1. Support the development and operationalization of a one-stop shop for public e-services aimed at facilitating access of individuals and businesses to public services, through *inter alia*: (i) providing technical assistance to design an online portal and integrate and streamline processes for key public services; (ii) technical assistance to strengthen government capacity to design citizen-centric and accessible services; (iii) technical assistance and consultancy to design e-services access points; (iv) carry out small works and rehabilitation of selected local public offices; and (v) purchasing relevant ICT equipment.
- 3.2. Strengthen the delivery of the Borrower's Social Protection services by improving the existing Social Protection beneficiary registry managed by CNAM-GS and its integration to the interoperability platform, through *inter alia*: (i) providing technical assistance for

identifying potential duplicate records and facilitating ongoing linkage to the RBPP; (ii) carrying out field data collection activities to reconcile potential duplicate records without excluding eligible and legitimate beneficiaries; (iii) providing technical assistance aimed at strengthening the Social Protection delivery systems and enabling digital authentication of beneficiaries' identity; (iv) integrating the Social Protection beneficiary registry to the IoP; and (v) purchasing relevant ICT equipment.

- 3.3 (a) Support the digitization of the Borrower's public procurement through the design and implementation of an e-Government Procurement (e-GP) system integrating the principles of open contracting including all steps of procurement from planning to delivery and linked with government payment systems, including, *inter alia*: (i) acquiring or developing e-GP solutions (i.e. software), purchasing relevant ICT equipment, (ii) providing of technical assistance for the acquisition or development of e-GP (i.e. hardware); and (iii) training relevant government entities/agencies, contracting authorities in line ministries and other relevant users.
  - (b) Strengthen the Borrower's human resources (HR) management to improve public-sector performance and service delivery, through *inter alia*: (i) providing technical assistance for the simplification and standardization of core HR processes and regulations and develop an HR management framework; (ii) developing new or consolidating existing Human Resources Management Information System (HRMIS) modules based on the defined HR management framework; (iii) providing technical assistance to deduplicate the database of civil servants and interoperability with the RBPP and overall government systems, and linking it with the existing payroll management system; and (iv) providing technical assistance and purchasing relevant ICT equipment to enhance the existing ID authentication technology and for the digitization of paper-based HR records into the HRMIS.
  - (c) Support the establishment of a national monitoring and evaluation platform for tracking externally financed projects within the Borrower's external financing unit of the Ministry of Economy and Participations through, *inter alia*: (i) development and acquisition of a monitoring system with internal dashboards; (ii) building users and beneficiaries capacity for the use of the above-mentioned platform; and (iii) purchase of required ICT equipment.

#### Part 4: Citizen Engagement, Implementation support and M&E

Support the Borrower in the areas of Project coordination, supervision, financial management, procurement, monitoring and evaluation, communication, audits and preparation and supervision of implementation of the Safeguard Instruments, citizen engagement activities, including the provision of Training, Operating Costs, Goods and Services for the required purpose.

## Part 5: Contingent Emergency Response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

## **SCHEDULE 2**

#### **Project Execution**

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

#### A. Institutional Arrangements

#### 1. Strategic Steering Committee

- (a) The Borrower shall establish and maintain, throughout the Project implementation period, with composition, mandate and resources satisfactory to the Bank, a strategic steering committee, responsible for providing overall guidance and strategic support to the Project, including, *inter alia*, endorsing the proposed Annual Work Plan and budget for the Project (the "Strategic Steering Committee").
- (b) Without limitation to the provision of Section I.A.1. (a) of this Schedule, the Steering Committee shall be chaired by the Minister of New Information and Communication Technologies (MNTIC) or his representative, and shall have such members as detailed in the Project Implementation Manual.

## 2. Technical Committee:

- (a) The Borrower shall establish and maintain, throughout the Project implementation period, with composition, mandate and resources satisfactory to the Bank, a technical committee which will provide support on the technical aspect for the Project ("Technical Committee").
- (b) Without limitation to the provision of Section I.A.2. (a) of this Schedule, the Technical Committee shall be chaired by a Director to be appointed by the Minister of New Information and Communication Technologies and shall have such members as detailed in the Project Implementation Manual.

# **3. Project Implementation Unit ("PIU")**

(a) In order to ensure proper and efficient implementation of the Project, the Borrower shall maintain, at all times during Project implementation, the CN-TIPPEE with a mandate, staffing and other resources satisfactory to the Bank to be the implementation unit for the Project ("Project Implementation Unit" or "PIU"). To this end, the Project Implementation Unit shall be: (i) comprised of qualified and competent staff in adequate numbers including a project coordinator, a procurement specialist; a financial management specialist; an environmental specialist, and a social specialist; and an accountant all with terms of reference, qualifications, and integrity acceptable to the Bank; and (ii) responsible for day to day Project coordination and implementation, including: (A) carrying out Project financial management and procurement activities; (B) preparing Annual Work Plans and consolidating Annual Work Plans; (C) ensuring compliance with Safeguard Instruments for Project activities; and (D) monitoring

and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports.

- (b) The Borrower shall not later than three (3) months after the Effective Date, recruit, and thereafter maintain throughout the Project implementation period, an internal auditor for the Project with experience, qualifications and on terms of reference acceptable to the Bank;
- (c) The Borrower shall not later than three (3) months after the Effective Date, install and thereafter maintain throughout the Project implementation period, an accounting software for the Project acceptable to the Bank;
- (d) The Borrower shall, not later than six (6) months after the Effective Date recruit, and thereafter maintain throughout the Project implementation period, an external auditor for the Project with experience, qualifications and on terms of reference acceptable to the Bank.

# B. Project Implementation Manual ("PIM")

- 1. The Borrower shall prepare, in accordance with content acceptable to the Bank, and furnish to the Bank an implementation manual for the Project, including, *inter alia*: (a) a detailed description the Project activities as set out in Schedule 1 of this Agreement; (b) detailed guidelines and procedures for the implementation of the Project, including, *inter alia* administrative, procurement, safeguards (including the Project's GRM), financial management; personal data collection and processing in accordance with applicable national law and good international practice, accounting (including any required accounting software updates), and monitoring and evaluation procedures and arrangements; (c) the Pillars of Inclusion; and (d) the ID4D Principles; all in form and substance acceptable to the Bank.
- 2. The Borrower shall: (a) furnish such manual to the Bank for review and approval; (b) afford the Bank a reasonable opportunity to exchange views with the Borrower on said manual; and (c) thereafter adopt said manual as shall have been approved by the Bank ("Project Implementation Manual" or "PIM").
- 3. The Borrower shall carry out the Project in accordance with the PIM; and shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned manual, or any provision thereof, without the prior written agreement of the Bank.
- 4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

# C. Annual Work Plans and Budget

1. The Borrower shall prepare and furnish to the Bank not later than November 30 of each Fiscal Year and during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project in accordance with the provisions of Schedule 2 during the following Fiscal Year, and a proposed financing plan

for expenditures required for such activities, setting forth the proposed amounts and sources of financing.

- 2. Each such proposed work plan and budget shall specify any Training activities that may be required under the Project, including: (a) the type of Training; (b) the purpose of the Training; (c) the personnel to be trained; (d) the institution or individual who will conduct the Training; (e) the location and duration of the Training; and (f) the cost of the Training.
- 3. The Borrower shall afford the Bank a reasonable opportunity to exchange views with the Borrower on each such proposed work plan and budget and thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Bank ("Annual Work Plan and Budget").
- 4. The Borrower shall not make or allow to be made any change(s) to the approved Annual Work Plan and Budget without prior approval in writing by the Bank.

#### D. Environmental and Social Standards.

- 1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- 2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. To this end, the Borrower shall, ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 4. The Borrower shall, ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, 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) the Bank is promptly notified 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, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Borrower, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.

# E. Contingent Emergency Response

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project ("Contingent Emergency Response Part"), the Borrower shall ensure that:
  - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Bank, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Bank;
  - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Bank.

- 2. The Borrower shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Bank.
- 3. The Borrower shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Bank; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Bank.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

#### Section II. <u>Project Monitoring Reporting and Evaluation</u>

The Borrower shall furnish to the Bank each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

## Section III. <u>Withdrawal of Loan Proceeds</u>

#### A. General.

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Loan Allocated (expressed in EUR)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) Consulting services and Operating Costs for the Project	16,259,500	100%
(2) Goods, Works, Non- consulting services, and Training for Parts 1, 3 and 4 of the Project	29,100,000	100%
(3) Goods, Works, Non- consulting services, and Training for Part 2 of the Project	10,700,000	100%
(4) Emergency Expenditures for Part 5 of the Project	0	100%

(5) Front-end Fee	140,500	Amount payable pursuant to
		Section 2.03 of this
		Agreement in accordance with
		Section 2.07 (b) of the General
		Conditions
(6) Interest Rate Cap or	0	Amount due pursuant to
Interest Rate Collar premium		Section 4.05 (c) of the General
		Conditions
TOTAL AMOUNT	56,200,000	

# B. Withdrawal Conditions; Withdrawal Period.

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date;
  - (b) under Category (3), unless and until the CNEC has been established in a manner acceptable to the Bank; and
  - (c) for Emergency Expenditures under Category (4), unless and until all of the following conditions have been met in respect of said expenditures:

(i) (A) the Borrower has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Bank a request to withdraw Loan amounts under Category (4); and (B) the Bank has agreed with such determination, accepted said request and notified the Borrower thereof; and

(ii) the Borrower has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Bank.

2. The Closing Date is June 30, 2026.

#### Section IV. Other Undertakings

- 1. The Borrower shall ensure that the RBPP System is established, and thereafter implemented in conformity in all material respects with the ID4D Principles and the Pillars of Inclusion.
- 2. The Borrower shall ensure that the collection, use and processing (including transfers to third parties) of any personal data collected under the Project shall be done in accordance with the national law on Personal Data Protection (Law No.009/2011 dated September 25, 2011), as the same may be amended, ensuring legitimate, appropriate, and proportionate treatment of such data.
- 3. In conformity with the aforementioned national law on Personal Data Protection, the Borrower shall: (a) devise a robust set of controlled, data access mechanisms to ensure that only data necessary to the intended purpose can be queried, and only by authorized entities; and (b) shall not allow for the integration of the databases of Project-supported identification systems (i.e., RBPP System, CR System, National ID card System, and the

electoral database); and shall assure sufficient institutional control and oversight to that effect.

4. The Borrower shall maintain, at all times during Project implementation, the CNEC, with mandate, staffing and resources satisfactory to the Bank.

# **SCHEDULE 3**

# **Commitment-Linked Amortization Repayment Schedule**

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share").

# **Level Principal Repayments**

Principal Payment Date	Installment Share
On each March 1 and September 1	
Beginning September 1, 2026	
through September 1, 2039	3.57%
On March 1, 2040	3.61%

# APPENDIX

# **Definitions**

- 1. "ANINF" means *Agence Nationale des Infrastructures Numériques et des Fréquences*, the Borrower's National Agency for Digital Infrastructure and Frequencies, established pursuant to Decree No. 0212 dated January 27, 2011, as the same may be amended from time to time.
- 2. "Anti-Corruption Guidelines" means, for purposes of paragraph 6 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. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "CERC Manual" means the manual referred to in Section E of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Bank, and which is an integral part of the PIM.
- 5. "CNAM-GS" means *Caisse Nationale d'Assurance Maladie et de Garantie Sociale*, the Borrower's National Health Insurance and Social Security Fund, established and operational pursuant to the Borrower's Ministerial Decree No. 00510/PR/MTEPS, as the same may be amended from time to time.
- 6. "CNEC" means *Centre National d'État Civil*, the institution to be established by the Borrower, in a manner acceptable to the Bank.
- 7. "CN-TIPPEE" means the Borrower's National Commission- Labor Intensive Small-Scale Public Infrastructure Works ("Commission Nationale desTravaux d'Interet Public pour la Promotion de Entrepreneuriat et de l'Emploi"), established and operating pursuant to the Borrower's Decree No. 00007/PRIMPPD dated January 4, 2006, as the same may be amended from time to time, and responsible for carrying out projects which are in the public interest on behalf of all stakeholders (the government, regional and local administrations, non-governmental organizations or donors) with a view to implement best practices and sound governance.
- 8. "CR" means civil registration.
- 9. "CR System" means a Civil Registration System which is type of legal ID system for establishing a person's legal existence from birth, civil registration 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 relevant legal requirements.
- 10. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.

- 11. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Borrower, associated with a natural or man-made crisis or disaster.
- 12. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section E of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
- 13. "Emergency Action Plan" means the plan referred to in Section F of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
- 14. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated *June 9,2021*, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
- 15. "Environmental and Social Standards" or "ESSs" 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 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement"; (vi) "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 10: Stakeholder Engagement and Information Disclosure"; effective on October 1, 2018, as published by the Bank.
- 16. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020, and on December 21, 2020).
- 17. "GRM" means the Project Grievance Redress Mechanism.
- 18. "ICT" means Information and Communications Technology.
- 19. "ID" means an identification that uniquely describes a subject within a given context.
- 20. "ID4D Principles" means the Principles on Identification for Sustainable Development: Toward the Digital Age, Second Edition, a list of guiding principles of identification systems that include principles of inclusiveness, security, sustainability, data protection and usage rights, as set forth in the PIM.

- 21. "Ministry of New Information and Communication Technologies" and "MNTIC" each means the Borrower's ministry responsible for New Information and Communication Technologies, or any successor thereto.
- 22. "Ministry of Economy and Participations" means the Borrower's ministry in charge of economy and participations, or any successor thereto.
- 23. "National ID card" means an ID credential issued to nationals of a given country.
- 24. "National ID Card System" means the ID system that issues national ID cards.
- 25. "NIP" means a *Numéro d'Identité Personnel*, the personal identity number issued and managed by the RBPP system and accessible to any individual in the Borrower's territory.
- 26. "Operating Costs" means the incremental expenses incurred on account of Project implementation based on the Annual Work Plan and Budget, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rental, consumables, accommodation, travel and *per diem*, productivity allowance and salaries of Project staff, but excluding the salaries of the Borrower's civil service, meeting allowances, other sitting allowances and all honoraria.
- 27. "Pillars of Inclusion" means the four characteristics of the RBPP system and NIP credential to be supported under the Project, designed to ensure that said system and credential are maximally inclusive, namely that: (a) the NIP shall be accessible to all persons in Gabon, regardless of their origin, citizenship, residency, or legal status, as well as to all Gabonese citizens who reside abroad; (b) no person eligible for enrollment shall be prevented from obtaining a NIP due to an inability to produce a physical document to prove their identity during registration, and accordingly, alternative non-documentary means of asserting one's identity will be developed and be available as an option during enrollment; (c) no person eligible for enrollment shall be prevented from obtaining a NIP due to an inability to provide the required biographic or biometric data; and (d) identity authentication services based on the NIP or RBPP shall be equally accessible to all NIP holders and done without discrimination; all as set forth in the PIM.
- 28. "Personal Data" means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 29. "Project Implementation Manual" or "PIM" means the Borrower's manual referred to in Section I.B.1 of Schedule 2 of this Agreement, providing details of arrangements and procedures for the implementation of the Project.

- 30. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 31. "RBPP" means *Registre Biométrique de Personnes Physiques*, the Borrower's Biometric Registry of Physical Persons, which issues and manages the NIP.
- 32. "RBPP System" means the legal ID system that is based on the RBPP, to be established by the Borrower in a manner acceptable to the Bank in accordance with Section IV of Schedule 2 to this Agreement.
- 33. "Signature Date" means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to "the date of the Loan Agreement" in the General Conditions.
- 34. "Social Protection" means, *inter alia*, contributory and non-contributory social assistance and social insurance programs, including health insurance.
- 35. "Strategic Steering Committee" means the committee established in Section I.A.1 of the Agreement.
- 36. "Technical Committee" means the committee referred to in Section I.A.2. of the Agreement.
- 37. "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 associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.