
CREDIT NUMBER 7462-BF

Financing Agreement

(DIGITAL ACCELERATION PROJECT)

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7462-BF

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between BURKINA FASO (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of one hundred forty-one million four hundred thousand Euros (EUR 141,400,000), as such amount may be converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing 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 III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are May 15 and November 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.06. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient 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 Recipient has established the Project Implementation Unit (“PIU”) in form, manner, and with terms of reference and resources, all satisfactory to the Association, and in accordance with Section I.A.3 of Schedule 2 to this Agreement.
 - (b) The Recipient has prepared and adopted the Project Implementation Manual (“PIM”), in form and substance satisfactory to the Association, and in accordance with Section I.B of Schedule 2 to this Agreement.
- 4.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient’s Representative is its minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:
- (a) the Recipient’s address is:
Ministry of Economy, Finance and Prospective
395, Avenue du 11 décembre
01 BP 7008 Ouagadougou
Burkina Faso; and
 - (b) the Recipient’s Electronic Address is:
Telex: 5555 Facsimile: (+226) 25-33-34-15/
25-31-44-80 E-mail: cab_mef@yahoo.fr/
dgcoop@finances.gov.bf
- 5.03. For purposes of Section 11.01 of the General Conditions:
- (a) The Association’s address is:
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
 - (b) the Association’s Electronic Address is:
Telex: 248423 (MCI) Facsimile: 1-202-477-6391

AGREED as of the Signature Date.

BURKINA FASO

By



Authorized Representative

Aboubakar NACANABO

Name: _____

Title: _____
Minister of Economy, Finance and forecasting

Date: _____
14-Feb-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: _____
Clara de Sousa

Title: _____
CD

Date: _____
04-Feb-2024

SCHEDULE 1

Project Description

The objectives of the Project are to: (i) expand access to affordable broadband, (ii) improve access to and adoption of selected digitally enabled public services, and (iii) increase access to digital skills programs.

The Project consists of the following parts:

Part 1: Expanding Digital Connectivity for Digital Inclusion

Supporting the Recipient in extending digital broadband connectivity and providing improved access to administrations, businesses, and individuals through:

1.1 Strengthening the climate-informed enabling environment for improved broadband access and affordability.

Provision of technical assistance for the improvement of broadband access and affordability through supporting: (i) MTDPEC and ARCEP capacity building activities in spectrum and network monitoring, and regulatory activities relevant to the broadband market; (ii) MDTPEC and ARCEP in developing a universal broadband access strategy to achieve universal access by year 2030; (iii) MTDPEC and ARCEP in restructuring sectoral taxes and tariffs, and exploring options to increase device affordability; and (iv) MDTPEC and ARCEP to define a climate-informed strategy for the telecommunications sector.

1.2 Expanding National Fiber Optic Backbone

Provision of technical assistance for the carrying out of activities aimed at increasing the coverage of the national fiber optic backbone to reach more provinces and communes including: (i) identifying missing fiber optic backbone links subject to market failures and designing the most appropriate investment model in close collaboration with mobile network operators, internet service providers, other operators as appropriate and local authorities; and (ii) supporting the implementation phase of selected missing fiber optic backbone links.

1.3 Expanding broadband access to Ministries, Departments, and Agencies (MDAs)

Provision of technical assistance and infrastructure for the expansion of access to broadband connectivity in selected public institutions, including the acquisition and financing of relevant access to internet and equipment in selected locations.

1.4 *Expanding Last-mile Broadband Connectivity in Rural Areas*

- (a) Provision of technical assistance and infrastructure to assist the Recipient in the preparation of technical grounds for the expansion of coverage of underserved areas under a competitive reversed auction tender process to award least-cost public capital expenditures subsidies (“CAPEX Subsidies”).
- (b) Awarding of CAPEX Subsidies to Private Telecom Operators selected in accordance with criteria set forth in the PIM, that will be responsible for expanding their network in selected underserved areas.

Part 2: Accelerating the Digital Transformation of Public Services for Inclusion and Universal Accessibility

Supporting the Recipient’s efforts to build secure technological foundations and technical capabilities for accelerating the digitalization of public service delivery through:

2.1 *Strengthening the enabling environment for the development and trust of digital public services*

Provision of technical assistance for: (i) strengthening the legal, regulatory, institutional, and strategic frameworks to improve the governance of the digital economy sector and support safe and trusted delivery of and access by the people to private and public digital services; (ii) developing the Recipient’s cybersecurity capabilities and technical platforms to mitigate cybersecurity risks; (iii) developing the Recipient’s capabilities to manage data protection; and (iv) enhancing the digital skills of public sector agents, as well as promoting career advancement in information technology professions, to facilitate the adoption and implementation of people-centric digital public services.

2.2 *Enhancing e-Government Technical Foundations and Services*

Carrying out a program of activities aimed at supporting the Recipient in strengthening the foundation for public service digitalization, including: (i) supporting implementation of trusted electronic signatures in various digital transactions; (ii) implementing a national interoperability platform to facilitate the flow of data and the integration between the Recipient’s different systems and digital applications and enable the deployment of integrated G2P and G2B services and build the Recipient’s data intelligence capacities; (iii) strengthening the integrated national open data portal of the National Statistics and Demographics Institute and its content; and (iv) strengthening data hosting infrastructure to ensure continuity of public service delivery and increase resilience against climate events, pandemics, or conflicts.

2.3 *Expanding the availability and adoption of high-quality digital public services*

Building the foundations for the delivery and uptake of high-quality people/business-centric digital public services through: (i) a one-stop-shop Digital Service Portal with integrated multi-channel online access and capacity-building for improving and expanding access to public services; (ii) digitalization of three (3) public services with high impact on the population (entrance competitions and professional examinations for the public administration, administrative and legal proceedings, and patient electronic medical records); and (iii) expansion of the Electronic Government Procurement (e-GP) system to support the modernization and transparency of public procurement at the central and local levels.

Part 3: Developing Digital Skills for the Knowledge Economy

Strengthening the supply of and demand for digital skills to better equip the Recipient's population with the digital skills needed for emerging and future jobs in the digital economy, through:

3.1 *Establishing an enabling environment for digital skills development*

Establishment of: (i) a national digital skills development framework; (ii) a national digital skills center of reference to serve as the innovation hub in spearheading digital skills development and assuring quality in the wider education and training sector incorporating climate change awareness; and (iii) a national digital literacy program to accelerate digital adoption and inclusion.

3.2 *Mainstreaming digital skills across the education system*

Carrying out activities aimed at delivering digital skills program to enable learning continuity, to provide youth with more flexible and more inclusive education access at all levels and to prepare them for labor market needs, including: (i) facilitating learning continuity through digital means; (ii) targeted support to select Science, Technology, Engineering, and Mathematics (STEM) oriented public high schools including the provision of digital equipment and maintenance, digital skills training program development, and training of ICT teachers; and (iii) targeted support to higher education institutions in developing advanced and specialized digital skills training.

3.3 *Expanding the capacity of digital skills, entrepreneurship and innovation support providers*

Carrying out activities aimed at expanding digital inclusion to individuals outside the education system and strengthening the digital entrepreneurship culture to enhance employability, including: (i) the delivery of the digital literacy program in rural and peri-urban areas; and (ii) capacity development of a digital incubation and acceleration program to expand digital entrepreneurship training and innovation.

Part 4: Project Management, Monitoring and Evaluation

Supporting Project coordination and studies preparations including, *inter alia*: strengthening the capacity of the Project Implementation Unit for implementation and management of the Project activities and results including preparation of Project progress reports, communication and outreach, overall management of procurement and financial management including carrying out of audits, monitoring and evaluation of Project activities (including third party monitoring), mechanisms for citizen engagement and follow-up on project beneficiaries outcomes as per result framework, and management of environmental and social aspects, all through the provision of consulting services, non-consulting services, Training, Operating Costs and acquisition of goods for the purpose.

Part 5: Contingent Emergency Response Component

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

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. Project Steering Committee

The Recipient shall establish, in accordance with the Recipient's Regulation on Development Projects and Programs, no later than two (2) months after the Effective Date, or such later date as agreed by the Association, and thereafter maintain throughout Project implementation, a high-level committee, chaired by the minister responsible for digital transition or his/her representative, co-chaired by the minister responsible for economy and finance, the minister responsible for civil service, the minister responsible for higher education, and the minister responsible for education, literacy and the promotion of national languages, and integrated, *inter alia*, by representatives of the President, the private sector and civil society organizations, and such committee shall be responsible for providing policy and general guidance to the PIU, the Technical Committee and other partners involved in Project implementation, strategic decision-making, reviewing and approving the Annual Work Plan and Budget, procurement plans and financial reports, and overall oversight and coordination of Project implementation ("Project Steering Committee").

2. Technical Committee

The Recipient shall establish, no later than two (2) months after the Effective Date, or such later date as agreed by the Association, and thereafter maintain throughout Project implementation, a technical committee, with resources and staff in adequate numbers and with terms of reference, qualifications, and experience satisfactory to the Association, under the leadership of MDTPEC and coordinated by a Project coordinator and including representatives from: (a) sectoral ministries relevant to the implementation of the Project; and (b) agencies responsible for the digital sector ("Technical Committee"). The Technical Committee shall be responsible for overall operational guidance and monitoring of the Project technical implementation, performance monitoring, cross-sectoral coordination, and providing support for the development of the Annual Work Plan and Budget, procurement plans, monitoring and evaluation reports and progress reports.

3. Project Implementation Unit

The Recipient shall establish, in accordance with the Recipient's Regulation on Development Projects and Programs, and thereafter maintain throughout the

Project implementation period a project implementation unit (“PIU”), within the MDTPEC, with composition, mandate and resources satisfactory to the Association. To this end, the PIU shall:

- (a) Recruit a Project coordinator, an environmental specialist, a social development specialist, a financial management specialist, a monitoring and evaluation specialist, a procurement specialist and two (2) accountants, each with qualifications, experience and terms of reference, acceptable to the Association;
- (b) recruit, no later than four (4) months after the Effective Date, or such later date as agreed by the Association, and thereafter maintain throughout Project implementation: an organization and change management specialist, a digital government specialist, a digital infrastructure specialist and a digital skills and innovation specialist, each with qualifications, experience and terms of reference, acceptable to the Association;
- (c) recruit, no later than three (3) months after the Effective Date, or such later date as agreed by the Association, and thereafter maintain throughout Project implementation, an internal auditor with qualifications, experience and terms of reference, acceptable to the Association;
- (d) acquire and install, no later than three (3) months after the Effective Date, or such later date as agreed by the Association, and thereafter maintain throughout Project implementation, an accounting software for the Project in form and substance satisfactory to the Association;
- (e) recruit, no later than six (6) months after the Effective Date, or such later date as agreed by the Association, and thereafter maintain throughout Project implementation, an external auditor with qualifications, experience and terms of reference, acceptable to the Association; and
- (f) be responsible for day-to-day coordination of the Project activities, including *inter alia*: (i) carrying out Project financial management and procurement activities; (ii) monitoring and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports; (iii) ensuring compliance with the Environmental and Social Commitment Plan (“ESCP”) and Environmental and Social Standards for Project activities; and (iv) coordinating with other stakeholders and Service Providers involved in Project implementation.

B. Project Implementation Manual.

1. The Recipient shall:

- (a) elaborate and adopt a manual satisfactory to the Association which shall include the following provisions: (i) institutional coordination and day-to-day execution of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement; (iv) monitoring, evaluation, reporting and communication of Project activities; (v) environmental and social safeguards guidelines; (vi) a grievance redress mechanism; (vii) Personal Data collection and processing in accordance with applicable national law and good international practice; (viii) the relevant procedures for granting CAPEX Subsidies under a reverse auction scheme, including: *inter alia*: (A) detailed procedures and criteria for the selection of telecom infrastructure projects under which CAPEX Subsidies will be awarded; (B) major transaction cycles and fund flow processes; (C) authorization procedures for transactions; (D) financial and accounting policies; (E) budgeting procedures; (F) financial forecasting procedures; (G) procurement and contract administration monitoring procedures; (H) the components of the telecom infrastructure projects to be delivered; (I) the procedures for granting CAPEX Subsidies; and (J) auditing arrangements including: (1) the prioritization of the selected telecom infrastructure projects under which CAPEX Subsidies will be awarded, (2) the access services offered, (3) the infrastructures that will be financed (with technical architectures and specifications), (4) contributions from the public and private parties and governance mechanisms to ensure compliance with the contract, (5) award mechanism (contractual structure, eligibility criteria for bidders, eligibility and evaluation rules for submitted infrastructure projects), (6) public communication of results, and (7) effective implementation and monitoring of the contracts with the financing of the Private Telecom Operators; (ix) detailed procedures and criteria for the selection of the Service Provider; and (x) other administrative, financial, technical, and organizational arrangements and procedures as shall be required for all Project activities (“Project Implementation Manual”, or “PIM”); and
- (b) ensure that the Project is implemented in accordance with the provisions of the Project Implementation Manual.

2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual without the prior written agreement of the Association.
3. In case of any conflict between the arrangements and procedures set out in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. CAPEX Subsidies.

1. Prior to awarding any CAPEX Subsidy under Part 1.4 (b) of the Project, the Recipient shall enter into an operator's contract with each Private Telecom Operator in accordance with Section 5.13 of the General Conditions under terms and conditions approved by the Association for such purpose ("CAPEX Subsidy Agreement").
2. Each CAPEX Subsidy Agreement shall include the following terms and conditions and other such conditions as may be specified in the PIM:
 - (a) the CAPEX Subsidy shall be provided on a non-reimbursable grant basis;
 - (b) the Recipient shall require each Private Telecom Operator to: (i) deliver the telecom infrastructure project under the CAPEX Subsidy Agreement with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association; (ii) provide, promptly as needed, the resources required for the purpose; (iii) procure the goods and services to be financed out of the CAPEX Subsidy in accordance with the provisions of this Agreement; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the project thereunder and the achievement of its objectives; (v) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable Association, and promptly furnish the statements as so audited to the Recipient and the Association; (vi) enable the Recipient and the Association to inspect the Private Telecom Operator, its operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing;
 - (c) the Recipient shall exercise its rights under the CAPEX Subsidy Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project;

- (d) the Private Telecom Operator shall have the right to further use of the proceeds of the CAPEX Subsidy suspended or terminated or have the obligation to refund all or any part of the amount of the CAPEX Subsidy then withdrawn, upon the Private Telecom Operator's failure to perform any of its obligations under the CAPEX Subsidy Agreement, in accordance with its terms; and
- (e) except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the CAPEX Subsidy Agreement or any of its provisions.

D. Annual Work Plan and Budget.

1. The Recipient shall, not later than one (1) month after the Effective Date, or any later date agreed by the Association, and thereafter by November 30 of each subsequent year during the implementation of the Project, prepare and furnish to the Association for its approval, the annual work plan and budget containing all proposed activities for inclusion in the Project ("Annual Work Plan and Budget" or "AWPB"), in line with the PIM, together with the financing plan for such activities and a timetable for their implementation.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed AWPB and incorporate the views of the Association in the final AWPB to be adopted no later than one (1) month after the date referred to in paragraph 1 above.
3. The Recipient shall ensure that the Project is implemented in accordance with the AWPB provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. Environmental and Social Standards.

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, 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 Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
- 4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association 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.

6. The Recipient shall 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 Association.
7. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

F. Contingent Emergency Response under Part 5 of the Project.

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project (“Contingent Emergency Response Part” or “CERC Part”), the Recipient shall ensure that:
 - (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, 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 Association;
 - (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 prior written approval by the Association.
2. The Recipient 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 Association.
 3. The Recipient 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 Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

G. Counterpart Funds and Resources

Without limitations to Section 5.03 of the General Conditions, the Recipient shall provide, or cause to be provided, promptly as needed, the funds, facilities, services and other resources: (a) required for the Project; and (b) necessary or appropriate to enable the PIU to perform its obligations under the Project.

Section II. Project Monitoring, Reporting and Evaluation

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

Section III. Withdrawal of the Proceeds of the Financing

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 Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in Euros)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Operating Costs and Training for the Project	116,090,000	100%
(2) CAPEX Subsidies under Part 1.4(b) of the Project	22,150,000	100%
(3) Refund of the Preparation Advance	3,160,000	Amount payable pursuant to Section 2.07(a) of the General Conditions.
(4) Emergency Expenditures under Part 5 of the Project (CERC)	0	100%
TOTAL AMOUNT	141,400,000	

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; or

- (b) under Category (2), unless and until the following conditions have been met:
 - (i) The Recipient has hired in form and manner, and under terms of reference, all satisfactory to the Association, an independent auditor or an independent auditing firm, for purposes of carrying out the audit of each project financed under a CAPEX Subsidy Agreement; and
 - (ii) at least one CAPEX Subsidy Agreement has been executed with a Private Telecom Operator in form and substance satisfactory to the Association; or
 - (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 Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (4); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is November 30, 2028.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each May 15 and November 15:	
commencing May 15, 2034, to and including November 15, 2073	1.25%

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

APPENDIX

Definitions

1. “Annual Work Plan and Budget” and “AWPB” mean each annual work plan, together with the related budget, for the Project approved by the Association pursuant to the provisions of Section I.E of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011 and as of July 1, 2016.
3. “CAPEX” means capital expenditure.
4. “CAPEX Subsidy” means a subsidy to be provided by the Recipient under Part 1.4(b) of the Project to a Private Telecom Operator to deploy, operate and maintain network access infrastructure in targeted areas of the Recipient’s territory under a CAPEX Subsidy Agreement; and “CAPEX Subsidies” means the plural thereof.
5. “CAPEX Subsidy Agreement” means the agreement referred to in Section I.C of Schedule 2 to this Agreement (including its annexes and schedules).
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “CERC Operations Manual” means the operations manual referred to in Section I.F of Schedule 2 to this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section.
8. “CERC Part of the Project” and “CERC Part” each means Part 5 of the Project.
9. “Digital Service Portal” means *Guichet Virtuel de l’Administration Publique*, the Recipient’s online portal hosted by the ministry in charge of civil service, labor and social protection, or any successor acceptable to the Association, established through *Arrêté* No. 2014-036/MFPTSS/CAB/ST-GVAP, dated August 12, 2014, which consolidates information from different government agencies, such as administrative procedures, decrees, and government services available online, and is aimed to become a full-service delivery portal providing end-to-end digital public services for the Recipient’s population.
10. “Electronic Government Procurement” or “eGP” refers to the use of information and communication technologies (e.g. the Internet) to enable a more efficient and transparent exchange of information, and interactions and transactions between government and suppliers of goods and services.

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 Recipient, associated with a natural or man-made crisis or disaster.
12. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Operations Manual in accordance with the provisions of Section I.F of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.
13. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated October 16, 2023, 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 Recipient 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.
14. “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 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
15. “G2B” means Government-to-Business, an integral part of e-government which involves sharing data and conducting electronic communications between government agencies. It consists of intra- and inter-agency interactions at the national level and exchanges between the national, provincial, and local levels.
16. “G2P” means Government-to-People, an integral part of e-government which are programs meant to make it easier for persons and consumers of public services to communicate with the government. This covers interactions, including the delivery of public services and participation in consultation and decision-making processes.

17. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, January 1, 2022, and July 15, 2023).
18. “ICT” means information, communication, and technology.
19. “MDA” means ministry, department, and agency.
20. “MDTPEC” means *Ministère de la Transition Digitale, des Postes et des Communications Electroniques*, the Recipient’s Ministry responsible for digital transition, posts, and electronic communications.
21. “National Statistics and Demographics Institute” means *Institut National de la Statistique et de la Démographie*, a public administrative body that is responsible for producing and providing reliable and up-to-date statistical information to support decision-making, and to ensure the technical coordination and capacity building of the Recipient’s national statistical system, which bylaws were approved through Decree No. 2015-1518/PRES-TRANS/PM/MEF dated December 18, 2015.
22. “Operating Costs” means the reasonable costs, as shall have been approved by the Association, in each Annual Work Plan and Budget, for the incremental expenses incurred by the Recipient on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and *per diem* for Project staff for travel linked to the implementation of the Project, and incremental salaries of contractual staff for the Project, but excluding salaries, consulting services, fees, honoraria, bonuses, and any other salary supplements of officials of the Recipient’s civil service.
23. “Preparation Advance” means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Borrower pursuant to the letter agreement signed on behalf of the Association and the Recipient on April 15, 2023.
24. “Private Telecom Operator” means a private-sector company, or a consortium of such companies, that has won the bidding process and been awarded a telecom infrastructure project under which a CAPEX Subsidy will be awarded, in accordance with arrangements and procedures defined in the PIM; and “Private Telecom Operators” means the plural thereof.

25. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
26. “Project Implementation Manual” or “PIM” means the manual described in Section 1.B of Schedule 2 to this Agreement, to be adopted pursuant to section 4.01(d) to this Agreement.
27. “Project Implementation Unit” or “PIU” means the unit to be established under the MDTPEC, in accordance with Section I.A.3 of Schedule 2 to this Agreement.
28. “Project Steering Committee” means the committee to be established in accordance with Section I.A.1 of Schedule 2 to this Agreement.
29. "Recipient’s Regulation on Development Projects and Programs" means Decree No. 2021-1383/PRES/PM/MEFP, dated December 31, 2021, establishing the regulatory framework for development projects and programs implemented in Burkina Faso.
30. “RESINA” means *Réseau Informatique National*, the private electronic communication network of the Recipient’s public administration which enables the interconnection of the various structures of the administration and facilitates the sharing and operation of IT services.
31. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
32. “Technical Committee” means the committee to be established in accordance with Section I.A.2 of Schedule 2 to this Agreement.
33. “Training” means the reasonable costs for training under the Project, as shall have been approved by the Association, including seminars, workshops, study tours, along with travel and subsistence costs for training participants, costs associated with the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.