
**GRANT NUMBER E2950
and
Amendment to the Grant Number D7540**

Financing Agreement

**(Additional Financing to the Accelerating Impacts of CGIAR Climate Research for
Africa (AICCRA) Project)**

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

INTERNATIONAL CENTER FOR TROPICAL AGRICULTURE

GRANT NUMBER E2950

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty million one hundred thousand Special Drawing Rights (SDR 30,100,000) (“Grant”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement. The Recipient’s Representative for purposes of taking any action required or permitted to be taken pursuant to this Section is its Grants Management Unit.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Grant Balance.
- 2.04. The Payment Dates are March 15 and September 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective 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 — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, that the Recipient's Establishment Instruments have, in the opinion of the Association, been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely affect the ability of the Recipient to perform any of its obligations arising under or entered into pursuant to this Agreement, or to achieve the objective of the Project.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has updated the Project Implementation Manual in accordance with the provisions of Section I.B.1 of Schedule 2 to this Agreement.
 - (b) The Recipient has amended and executed the existing Partnership Performance Agreements with CGIAR partners, all in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred and fifty (150) days after the Signature Date.
- 5.03. 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 seven (7) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. Except as provided in Section 2.02 of this Agreement, the Recipient's Representative is its Director General.
- 6.02. For purposes of Section 11.01 of the General Conditions:
- (a) The Association's Address is:

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

(b) the Association's Electronic Address is:

Telex: Facsimile:

248423 (MCI) 1-202-477-6391

6.03. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

Km 17 recta Cali-Palmira
Palmira
Colombia; and

(b) the Recipient's Electronic Address is:

Telex: Facsimile:

+57 2 4450000 +57 2 4450073

E-mail:

aiccra-gmu-finance@cgiar.org

a.m.loboguerrero@cgiar.org

AGREED as of the Signature Date.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

Boutheina Guerhazi

Authorized Representative

Boutheina Guerhazi

Name: _____

Director, Regional Integration

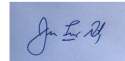
Title: _____

15-Mar-2024

Date: _____

**INTERNATIONAL CENTER FOR TROPICAL
AGRICULTURE**

By:



Authorized Representative

Name: Juan Lucas Restrepo Ibiza

Title: Director General of the Alliance of Bioversity International and the International
Center for Tropical Agriculture - CIAT

19-Mar-2024

Date: _____

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the capacity of governments, regional organizations, farmers and other relevant stakeholders and enhance access to and use of climate information services and validated climate-smart agriculture technologies in IDA-eligible countries in Africa.

The Project consists of the following parts:

Part 1: Knowledge Generation and Sharing

Supporting generation and sharing of knowledge products and tools designed to address critical gaps in the design and provision of agricultural climate services, enable climate-informed investment planning, and contribute to the design of policies to promote uptake of climate smart agriculture (“CSA”) practices at the regional, sub-regional and national levels, in particular:

- 1.1 Strengthening provision of agro-climatic in Eastern-Southern Africa and West Africa of services by national agricultural and meteorological agencies and CSA investment planning by national MDAs and private firms, through:
(i) development and participatory assessment of climate information service (“CIS”) packages; (ii) development of decision support tools (“DSTs”) for tailoring adaptation of interventions and innovations; (iii) planning, implementation and monitoring of investments in agricultural adaptation to climate change; (iv) carrying out of regionally coordinated economic analyses of CSA options under different climate and socio-economic scenarios and rolling out of public and private sector driven pilots with a view to prioritizing best-bet CSA options for uptake at scale; (v) development of financing models for rollout of prototype CSA and CIS solutions for farmers with private sector engagement (including, *inter alia*, identification of commercially viable business models, design of appropriate financing mechanisms and delivery channels for accelerating deployment of private capital in low-carbon and climate resilient food systems; and (vi) carrying out of Africa-wide climate, agricultural, environmental, gender and social inclusion policy coherence analyses for regional level CIS and CSA promotion, all through the provision of goods, consulting services, non-consulting services, Training and Workshops, Operating Costs and payment of Staff Salaries for the purpose.
- 1.2 Supporting provision of soil health and fertility services in Eastern-Southern Africa and West Africa through: (i) the development of agricultural data hubs and decision support systems (such as visualization tools, dissemination systems, partnerships for delivery of early warnings and climate services and climate-informed digital agro-advisories among others); (ii) strengthening digital gender-

responsive climate advisory services through integration of tailored CIS and digital agro-advisories into national extension systems that include weather/climate monitoring, forecast information, and pest/disease risk assessments among others, all through the provision of goods, consulting services, non-consulting services, Training and Workshops, Operating Costs and payment of Staff Salaries for the purpose; and (iii) investing in the establishment of a regional hub for soil fertility and health to strengthen and map soil health monitoring, research and other services in West Africa.

Part 2: Strengthening Partnerships for Delivery

Strengthening the capacities of key regional and national institutions in Sub-Saharan Africa along the research-to-development continuum for anticipating climate effects and accelerating identification, prioritization, and uptake of best-bet adaptive measures, through:

- 2.1 Strengthening analytical, priority setting and stakeholder engagement capacities of regional and sub-regional institutions through enhancing collaboration among Africa-wide and regional institutions, all through the provision of goods, consulting services, non-consulting services, Training and Workshops, Operating Costs and payment of Staff Salaries for the purpose
- 2.2 Strengthening partnerships for sustained delivery and use of agro-climatic services in Eastern-Southern Africa and West Africa, through: (i) strengthening of national meteorological real-time services such as weather monitoring and forecasting, data generation and archiving systems, provision of online high-resolution historical data analyses, downscaling seasonal forecasts and community of early warnings, all with a view to improving reliability of sub-seasonal and seasonal climate predictions and delivery of real-time information; (ii) strengthening the capacities of public and private sector next users (such as extension officers, input providers, private sector and the media, among others) for effective adoption and implementation of gender-smart CSA technologies and practices at scale in various value chains; (iii) strengthening of existing or development of new national frameworks for climate services (such as national early warning, climate service and agro-advisory delivery models, among others), all through the provision of goods, consulting services, non-consulting services, Training and Workshops, Operating Costs and payment of Staff Salaries for the purpose; and (iv) investing in regional and national research institutions in Eastern-Southern Africa and West Africa to strengthen their capacity to improve soil fertility and soil health.

Part 3: Validating and Scaling Climate-Smart Agriculture Innovations

Supporting testing and validation (including gender and social inclusion) of CSA-CIS technologies in research stations and in farmers' fields; linking of validated CSA-CIS technology packages to technology transfer systems; and improving access by farmers and

other value chain actors to climate-informed agricultural advisory services so as to inform decision-making about choice of technology and enterprise management, in particular:

- 3.1 Supporting scaling up of validated CSA-CIS investment initiatives in Eastern-Southern Africa and West Africa, through: (i) facilitating the identification and leveraging of existing CIS and CSA scalable initiatives (such as climate modeling and early warning systems among others) in the region and continent; (ii) promoting dialogue among stakeholders to secure agreement on common standards and protocols for delivery of climate advisory services at scale, and dissemination of climate research results across the region; and (iii) development of approaches to ensure sustainability of regional and continental initiatives, all through the provision of goods, consulting services, non-consulting services, Training and Workshops, Operating Costs and payment of Staff Salaries for the purpose.
- 3.2 Supporting the updating of CSA packages in Eastern-Southern Africa and West Africa, through: (i) carrying out assessments of gender, social inclusion and climate-smartness of existing and proposed CSA packages through dialogues with various stakeholders with a view to informing new investments and identifying scaling mechanisms; (ii) dissemination of information on CSA packages and identification of inclusive scaling mechanisms for adoption of best-bet CSA options; (iii) integration of climate-smart options and tailored CIS advisory systems for specific value chains (such as cereals, legumes, livestock and fish value chains) into tailored climate-informed agro-advisory systems for specific smallholder profiles; and (iv) development and promotion of climate-smart agricultural investment plans including identification of financing options to support scaling of CSA, CIS and agro-advisories, all through the provision of goods, consulting services, non-consulting services, Training and Workshops, Operating Costs and payment of Staff Salaries for the purpose.

Part 4: Project Management

Supporting day to day implementation, coordination, supervision and overall communication and management (including, procurement, financial management, monitoring and evaluation, carrying out of audits and reporting) of Project activities and results, all through the provision of goods, consulting services, non-consulting services, Training and Workshops, Operating Costs and payment of Staff Salaries for the purpose.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Steering Committee

- (a) The Recipient shall designate and maintain, at all times during the implementation of the Project, the Project Steering Committee (“PSC”), with a composition, mandate and terms of reference satisfactory to the Association, to be responsible for, *inter alia*, providing overall strategic and policy guidance for the Project, all in accordance with the provisions of the Project Implementation Manual.
- (b) To this end, the Recipient shall take all measures required on its part (including, *inter alia*, the provision of funding, personnel and other resources necessary) to ensure that the PSC shall carry out its obligations under the Project in an effective and timely manner, and to the satisfaction of the Association.

2. Project Management Unit

The Recipient shall designate and maintain, at all times during the implementation of the Project, a Project Management Unit (“PMU”). The PMU shall be responsible for prompt and efficient oversight and implementation of activities under the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable said PMU to perform said functions, all in accordance with the provisions of the Project Implementation Manual.

B. Implementation Arrangements

1. Project Implementation Manual

- (a) The Recipient shall update, in accordance with terms of reference acceptable to the Association and furnish to the Association for review, a Project implementation manual, which shall include, *inter alia*, provisions on the following matters: (i) capacity building activities for sustained achievement of the Project’s objectives; (ii) a financial management manual, setting forth the detailed policies and procedures and other arrangements for financial management under the Project, including, *inter alia*, the eligibility and financial management performance criteria for

CGIAR partners (namely, the eligibility criteria, guidelines and detailed procedures for the selection, approval, provision and management of direct contracts and PPAs under the Project) as well as detailed procedures for the approval and payment of proposed Staff Salaries under the Project and the applicable implementation arrangements; (iii) procurement management procedures, including a manual to guide procurement at the regional, sub-regional and national levels; (iv) institutional administration, coordination and day to day execution of Project activities; (v) monitoring and evaluation; (vi) reporting; (vii) information, education and communication of Project activities; (viii) guidelines for assessing potential environmental and social impacts of Project activities and designing appropriate mitigation, management and monitoring measures in respect of said impacts; (xi) personal data collection and processing in accordance with good international practice, if applicable; and (x) such other technical and organizational arrangements and procedures as shall be required for the Project.

- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on said Project implementation manual, and thereafter, shall adopt such Project implementation manual, as shall have been approved by the Association (“Project Implementation Manual” or “PIM”).
- (c) The Recipient shall ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the PIM.

2. **Annual Work Plan and Budget**

- (a) The Recipient shall prepare and furnish to the Association not later than: (i) December 31, 2024, for Fiscal Year 2025; and (ii) November 30 of each subsequent Fiscal Year thereafter, during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project (including environmental and social instruments applicable to said activities in accordance with the provisions of Section I.C of this Schedule 2) during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and proposed percentages and sources of financing.
- (b) Each such proposed work plan and budget shall specify any Training and Workshops activities that may be required under the Project, including:

(i) the type of Training and Workshops; (ii) the purpose of the Training and Workshops; (iii) the personnel to be trained; (iv) the institution or individual who will conduct the Training and Workshops; (v) the location and duration of the Training and Workshops; and (vi) the cost of the Training and Workshops.

- (c) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient 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 Association (“Annual Work Plan and Budget”).
- (d) The Recipient 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 Association.

C. 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.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than three months after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Grant

A. General

1. Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Grant to finance Eligible Expenditures; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, Training and Workshops, Operating Costs and PPAs for Parts 1, 2 and 3 of the Project implemented by CGIAR Partners	22,466,000	100%
(2) Goods, non-consulting services, consulting services, Training and Workshops, Operating Costs and Staff Salaries for Parts 1, 2 and 3 of the Project implemented by the Recipient	4,774,500	100%
(3) Goods, non-consulting services, consulting services, Training and Workshops and Operating Costs for Part 4 of the Project	2,859,500	100%
TOTAL AMOUNT	30,100,000	

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 Signature Date, except that withdrawals up to an aggregate amount not to exceed SDR 3,010,000 may be made for payments made prior to this date but on or after August 31, 2023, for Eligible Expenditures under Categories (1), (2) and (3).
2. The Closing Date is July 31, 2026.

APPENDIX

Section I. Definitions

1. “Annual Work Plan and Budget” means the annual work plan and budget approved by the Association and adopted by the Recipient in accordance with the provisions of Section I.B.2 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. “Category” means a category set forth in the table in Section III.A.1 of Schedule 2 to this Agreement.
4. “CGIAR Centers” means the international agricultural research centers that have adopted the CGIAR unified governance framework.”
5. “CGIAR Partners” means the collective of CGIAR Centers, research programs and platforms and strategic partnerships implementing Project activities pursuant to the terms and conditions of the PPAs or other contractual arrangements led by the Recipient.
6. “Eastern-Southern Africa” means, for purposes of the Project, the following three countries: Ethiopia, Kenya and Zambia.
7. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 6, 2020, and updated on February 1, 2024, 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.
8. “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 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.

9. “Fiscal Year” means the fiscal year of the Recipient commencing on January 1 and ending on December 31 of the same year.
10. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
11. “MDAs” means ministries, departments and agencies.
12. “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*, and salaries of the Project’s PMU staff, but excluding the Staff Salaries (as hereby defined), meeting allowances, other sitting allowances, salary top ups and all honoraria.
13. “Partnership Performance Agreement” or “PPA” means the agreement to be executed between the Recipient and each CGIAR Partner for the implementation of Project activities, in form and substance acceptable to the Association, as such agreement may be modified from time to time with the written approval of the Association, and “Partnership Performance Agreements” or “PPAs” means, collectively, two or more such agreements.
14. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, and revised November 2017, August 2018, November 2020, and September 2023.
15. “Project Implementation Manual” or “PIM” means the Recipient’s manual referred to in Section I.B.1 of Schedule 2 to this Agreement.
16. “Project Management Unit” or “PMU” means the Recipient’s unit referred to in Section I.A.2 of Schedule 2 to this Agreement.

17. “Project Steering Committee” or “PSC” means the Recipient’s Committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
18. “Recipient’s Establishment Instruments” means Public Deed No. 4717 dated October 18, 1967, registered at the Third Notary Public’s office in Bogota, Colombia, and establishing the Recipient as a private nonprofit organization, and subsequently recognized as a legal corporation by Resolution No. 4939 of the Ministry of Justice in Colombia dated December 4, 1967; and the Act of Constitution (Agreement) signed in Washington, D.C. on May 28, 1986, between the United Nations Development Programme and the International Bank for Reconstruction and Development and registered with the United Nations and Law 29 of 1988 of Colombia recognizing the Recipient as an international organization and establishing its permanent residence in its territory.
19. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applied to all references to “the date of the Financing Agreement” in the General Conditions.
20. “Staff Salaries” means the Recipient’s recurrent expenses comprising of salaries and benefits for technical staff such as research scientists, principal investigators and activity coordinators implementing Project activities.
21. “Training and Workshops” means the reasonable costs associated with the training, workshop and study tour participation of personnel involved in Project activities, as specified in the Annual Work Plan and Budget, said costs to consist of travel and subsistence for training, workshop and study tour participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course, workshop or study tour preparation and implementation (but excluding costs of consulting services).
22. “West Africa” means, for purposes of the Project, the following three countries: Ghana, Mali and Senegal.

Section II. Modifications to the General Conditions

The modifications to the International Development Association General Conditions for IDA Financing, Investment Project Financing, dated December 14, 2018 (Last revised on July 15, 2023), are as follows (all references to Sections and the Appendix are to Sections of and the Appendix to said General Conditions):

1. Section 2.06 is modified to read as follows:
“Section 2.06. *Financing Taxes*

The use of any proceeds of the Grant to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Eligible Expenditures, or on their importation, manufacture, procurement or supply, if permitted by the Legal Agreements, is subject to the Association's policy of requiring economy and efficiency in the use of the proceeds of its credits and grants. To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, adjust the percentage of such Eligible Expenditures to be financed out of the proceeds of the Grant."

2. Paragraphs (b) and (c) of Section 3.18 are modified to read as follows:

"(b) All Financing Payments shall be paid without restrictions of any kind imposed by, or in the territory of, the Member Country, and without deduction for, and free from, any Taxes levied by, or in the territory of, the Member Country.

(c) The Legal Agreements shall be free from any Taxes levied by, or in the territory of the Member Country, or in connection with their execution, delivery or registration."

3. In Section 5.11, paragraph (a) is modified to read as follows:

"Section 5.11. *Visits*

(a) The Recipient shall take all action necessary or useful to ensure that the Member Country affords all reasonable opportunity for representatives of the Association to visit any part of their territories for purposes related to the Grant or the Project."

6. Section 6.01 is deleted in its entirety and the remaining section in Article VI is renumbered accordingly.

7. Section 8.02 is modified as follows:

(a) Paragraph (j) on *Membership* is modified to read as follows:

"(j) *Membership.* The Member Country or any member of the Recipient: (i) has been suspended from membership in or ceased to be a member of the Association; or (ii) has ceased to be a member of the International Monetary Fund."

(b) Paragraph (m) is renumbered as paragraph (n), and a new paragraph (m) is added to read as follows:

"(m) *Interference.* The Member Country: (i) has taken or permitted to be taken any action which would prevent or interfere with the execution of the

Project or the performance by the Recipient of its obligations under the Financing Agreement; or (ii) has failed to afford a reasonable opportunity for representatives of the Association to visit any part of its territory for purposes relating to Grant or the Project.”

9. The Appendix (**Definitions**) is modified as follows:

(a) Paragraph 77 (Member Country) is modified to read as follows:

“77. “Member Country” means the member of the Association in whose territory the Project is carried out or any such member’s political or administrative subdivisions. If such activity is carried out in the territory of more than one such member, “Member Country” refers separately to each such member.”

(b) Paragraph 92 (Recipient) is modified to read as follows:

“92. “Recipient” means the party to the Financing Agreement to which the Grant is extended.”

Section III. Amendment to the Original Financing Agreement

The Original Financing Agreement is amended as set forth in this Section.

1. Article 5.03 of the Original Financing Agreement is modified to read as follows:

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 seven (7) years after the Signature Date.

2. Schedule 1 to the Original Financing Agreement is modified as set forth in Schedule 1 to this Agreement.

3. The Closing Date referred to in Section III.B.2 of Schedule 2 to the Original Financing Agreement shall be July 31, 2026.

4. Section 1 of the Appendix to the Original Financing Agreement is modified, with the necessary changes, introduced to Section 1 of the Appendix to this Agreement.