
CREDIT (A) NUMBER 7557-TG
CREDIT (B) NUMBER 7556-TG

Financing Agreement

(Togo Public Sector Strengthening for Service Delivery Operation)

between

REPUBLIC OF TOGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF TOGO (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS the Recipient has requested a financing from the Association, consisting of:

- (i) a program for results-financing for the financing of the Program (as described in Part I of Schedule 1 to this Agreement); and
- (ii) an investment project financing for the financing of the Project (as described in Part II of Schedule 1 to this Agreement, and referred to, collectively with the Program, as the “Operation”).

NOW, THEREFORE, the Recipient and the Association hereby agree as follows, with respect to the financing of the Operation.

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 credits, which are deemed as Concessional Financing for purposes of the General Conditions, to assist in financing the Operation described in Schedule 1 to this Agreement, as follows:
 - (a) a credit in the amount of six million five hundred thousand Euros (EUR 6,500,000) (“Credit (A)”); and
 - (b) a credit in the amount of sixty-three million one hundred thousand Euros (EUR 63,100,000 (“Credit (B)”); (Credit (A) and Credit (B), collectively “Financing”), and as such amounts may be converted from time to time through a Currency Conversion.
- 2.02. The Recipient may withdraw the proceeds of Credit (A) and Credit (B) in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.

- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance of Credit (A) and Credit (B).
- 2.04. The Payment Dates are January 15 and July 15 in each year.
- 2.05. The principal amount of the credits 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 — OPERATION

- 3.01. The Recipient declares its commitment to the objective of the Operation. To this end, the Recipient shall carry out the Operation 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 Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02. 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:

*Ministère de l'Economie et des Finances
Immeuble CASEF
B.P. 387
Lomé - Togo; and*

- (b) the Recipient's Electronic Address is:

Facsimile: E-mail:
(228) 2221-0905 secretariat.ministre@economie.gouv.tg

- 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: | Facsimile: | E-mail: |
| 248423 (MCI) 1-202-477-6391 | | wbtogooffice@worldbank.org |

AGREED as of the Signature Date.

REPUBLIC OF TOGO

By

H. E. Sani Yaya

Authorized Representative

Name: H. E. Sani Yaya

Minister

Title: _____

Date: 26-Jul-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Marie-Chantal Uwanyiligira

Authorized Representative

Name: Marie-Chantal Uwanyiligira

Country Director

Title: _____

Date: 07-Jul-2024

SCHEDULE 1

Operation Description

The objective of the Operation is to enhance the efficiency of human resource and public expenditure management.

The Operation comprises the Program and the Project and consists of the following activities:

Part I. The Program:

Result Area 1: Strengthening Human Resources Management

1. Strengthening human capital planning and streamlining and harmonizing human resources management processes.
2. Strengthening the capacity and performance of civil servants in executive and key technical positions through the revision of the Recipient's legal framework and training strategy.
3. Providing training to and deployment of mediators, decentralized justice personnel, and territorial management personnel.
4. Providing support to the establishment of a unified civil service personnel database, integrating the HRMIS with the payroll module, and implementing a biometric census for civil servants and pensioners.

Result Area 2: Improving Public Expenditure Management Efficiency

1. Providing support to the implementation of program-based budgeting, including: (a) gender-based budgeting and optimization of expenditure; and (b) climate change tagging.
2. Providing support to align the Recipient's treasury procedures and processes to WAEMU standards, including through: (a) updating its legal framework; (b) implementing the TSA; (c) and improving the public accounting and treasury management systems, including digital payments systems.
3. Providing support to the implementation of e-procurement and open contracting.
4. Providing support to the scaling up and institutionalization of the monitoring and citizen engagement in the education and health sectors.

Part II. The Project:

Providing technical assistance to support training, the development of studies or analyses, the implementation of monitoring and evaluation systems, audit reports, and data collection for the Program.

SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. Operation Institutions

1. Ministry of Civil Service, Labor and Social Dialogue

The Recipient, through the Ministry of Civil Service, Labor and Social Dialogue (MFPTDS) shall be responsible for the overall coordination, supervision, and implementation of the Operation.

2. Steering Committee

(a) The Recipient shall establish, not later than three (3) months after the Effective Date, or any later date agreed by the Association, and maintain throughout implementation of the Operation, a steering committee for the Operation (“Steering Committee” or “SC”), with a composition, mandate and resources satisfactory to the Association.

(b) Without limitation to sub-paragraph (a) above, the SC shall meet at least twice a year, and shall be responsible for *inter alia*: (i) providing oversight for the Operation; (ii) reviewing the status, progress and performance of the Operation; (iii) ensuring inter-agency and inter-ministry cooperation on the Operation; and (iv) resolving any outstanding issues on the implementation of the Operation as necessary, all in accordance with this Agreement and the Operations Manual.

3. Program Coordination Office

(a) The Recipient shall establish, not later than two (2) months after the Effective Date, or any later date agreed by the Association, and maintain throughout implementation of the Operation, a program coordination office (“Program Coordination Unit” or “PCU”) with a composition, mandate and resources satisfactory to the Association, including: (i) a Program coordinator; (ii) a procurement specialist; (iii) a financial management specialist; (iv) an environmental and social management specialist; and (v) a monitoring and evaluation specialist, all with qualifications, experience and under terms of reference satisfactory to the Association.

- (b) Without limitation to sub-paragraph (a) above, the PCU shall be responsible for, *inter alia*: (i) coordinating the implementation of the Operation; (ii) preparing the Monitoring and Evaluation Framework as well as the Change Management and Communication Strategies; (iii) providing logistical support and guidance to the Participating Agencies; (iv) consolidating annual work plans and budgets and submitting them to the Steering Committee for approval; (v) consolidating progress reports and submitting them to the Steering Committee; (vi) monitoring all disbursements, commitments and expenditures relating to the implementation of the Operation; (vii) maintaining the financial accounts and preparing annual financial statements for the Operation; (viii) facilitating annual audits of the Operation; and (ix) collecting and analyzing data, preparing monitoring reports and presenting them to the Steering Committee for consideration.

C. Operations Manual

1. The Recipient shall develop and adopt, not later than two (2) months after the Effective Date, or any later date agreed by the Association, one or more manual(s) (including *inter alia* a procurement procedures manual) for the Project and the Program (individually referred to, and collectively referred to if there is more than one manual, as the “Operation Manual”), in a manner and substance acceptable to the Association, and thereafter ensure the Operation is carried out in accordance with such manual.
2. Without limitation to Section I.C.1 of this Schedule, the Operation Manual, shall set forth:
 - (a) the definition of the contours of the Program and Project activities;
 - (b) the institutional, administrative, financial, technical and operational arrangements and procedures for the implementation of the Program, including the agreed Program Action Plan and the verification protocol agreed with the Association for the evaluation of the achievement of the DLIs and their respective DLRs, the overall budget and detailed Program Expenditures;
 - (c) the institutional, administrative, financial, technical and operational arrangements and procedures for the implementation of the Project; as well as;
 - (d) the arrangements and procedures applicable to the Operation (with their specificities depending on whether they relate to the Program or the Project), including detailed environmental and social risk mitigation measures and documents; financial management protocols and standards;

detailed guidelines for the administration and flow of funds; procurement arrangements; guidance and protocols for the preparation and approval of Annual Work Plans and Budgets in consultation with the Recipient and the Association; and monitoring and evaluation requirements.

3. The Recipient shall refrain from materially and/or substantially amending, revising, waiving, voiding abrogating or suspending any provision of the Operation Manual, whether in whole or in part, without the prior written concurrence of the Association.
4. In the event of any inconsistency between a provision of the Operation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Additional Implementation Arrangements Applicable to the Program Only

1. Program Action Plan

- (a) The Recipient shall carry out the Program Action Plan agreed with the Association, in accordance with the calendar and designated responsible parties set out in the said Program Action Plan, and in a manner satisfactory to the Association.
- (b) The Recipient shall refrain from materially and/or substantially amending, revising, waiving, voiding abrogating or suspending any provision of the Program Action Plan, whether in whole or in part, without the prior written concurrence of the Association.
- (c) In the event of any inconsistency between a provision of the Program Action Plan and those of this Agreement, the provisions of this Agreement shall prevail.

2. Verification of the DLRs

- (a) The Recipient shall, no later than three (3) months after the Effective Date, recruit and maintain at all time during the implementation of the Program, one or more independent verification agents with experience and qualifications and under terms of reference acceptable to the Association (the "Verification Agents"), as needed to: (i) verify the data and other evidence supporting the achievement of the DLIs/DLRs listed in the Disbursement Table; and (ii) recommend corresponding disbursements to be made, as applicable, pursuant to the Disbursement Table, as may be further detailed in the Operation Manual.
- (b) The Recipient shall: (i) ensure that the Verification Agents carry out the DLIs/DLRs' verification process(es) in accordance with the Verification Protocol; and (ii) submit to the Association the corresponding verification

reports in a timely manner (at least once a year), and in form and substance satisfactory to the Association.

3. The Recipient shall ensure that the Program is carried out in accordance with the Modernization and Capacity Strengthening of Public Administration for Service Delivery Program (PMADS).

E. Additional Implementation Arrangements Applicable to the Project Only

1. Annual Work Plans and Budgets for the Project

- (a) The Recipient shall, by no later than November 31 of each Year during the implementation of the Project, prepare and furnish to the Association a proposed annual work plan and budget containing all activities proposed to be included in the Project during the following Year, and the proposed financing plan for the expenditures required thereunder, indicating the amounts and source of financing, all in accordance with the Operation Manual, each said annual work plan and budget of such scope and detail as the Association shall reasonably request.
- (b) The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such annual work plan and budget prior to its finalization and approval by the Steering Committee (once finalized in a manner which takes into account the Association's views, an "Annual Work Plan and Budget"), and, thereafter, ensure that the Operation is implemented with due diligence during said following Year in accordance with said Annual Work Plan and Budget.
- (c) The Recipient shall not make or allow to be made any change(s) to the approved Annual Work Plan and Budget, once approved, without the Association's prior written approval.

2. Environmental and Social Standards Applicable to the Project

- (a) 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.
- (b) 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:
 - (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;

- (ii) sufficient funds are available to cover the costs of implementing the ESCP;
 - (iii) 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
 - (iv) 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.
- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall ensure that:
- (i) 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
 - (ii) 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.
 - (iii) The Recipient shall establish, publicize, and thereafter 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. Excluded Activities

The Recipient shall ensure that the Program excludes any activities which:

- A. in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost seventy-five million Dollars (USD75,000,000) equivalent or more per contract; (2) goods, estimated to cost fifty million Dollars (USD50,000,000) equivalent or more per contract; (3) non-consulting services, estimated to cost fifty million Dollars (USD50,000,000) equivalent or more per contract; or (4) consulting services, estimated to cost twenty million Dollars (USD20,000,000) equivalent or more per contract.

Section III. Operation Monitoring, Reporting and Evaluation

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

Section IV. Withdrawal of the Proceeds of the Financing

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 Credit (A) and Credit (B) to: (a) finance Program Expenditures (inclusive of Taxes), on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by the Recipient, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”); and (b) pay Eligible Expenditures for the Project; in the amount allocated to each Category; all as set forth in the table in paragraph 2 of this Part A.
- 2. The following table specifies each category of withdrawal of the proceeds of the Financing (including the Disbursement Linked Indicators as applicable) (“Category”), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Financing to each Category:

| Category (including Disbursement Linked Indicator as applicable) | Disbursement Linked Result | Disbursement Calculation Formula | Amount of the Financing Allocated (expressed in EUR) for Credit (A) | Amount of the Financing Allocated (expressed in EUR) for Credit (B) | Percentag e of the Financing Allocated (expressed in EUR) |
|---|--|---|--|--|--|
| (1) DLI 1: Improved human resource planning and management through the adoption of human capital plans and the operationalization of human resource management functions in key ministries | DLR 1.1: Four (4) ministries and institutions (including education and health) with a human resources and skills development plan and job descriptions adopted. | Amount to be disbursed = EUR 463,971 per ministry or institution, DLR allocation up to EUR 1,855,882 Baseline = 0 ministries and institutions Target = 4 ministries and institutions | 0 | 4,639,706 | |
| | DLR 1.2: (i) A standard organization chart and functions of a HRM department for line ministries and institutions adopted and (ii) Five (5) ministries and institutions (including education and health) with an operational HRM department. | (i) Amount to be disbursed = EUR 463,971 (ii) Amount to be disbursed = EUR 463,971 per ministry or institution DLR Allocation up to EUR 2,783,824 Baseline = 0 Target = 5 ministries and institutions | | | |
| (2) DLI 2: Professionalization of upper management through the training under the Civil Service Excellence Program of civil servants appointed | DLR 2.1: 300 senior civil servants (selected by competitive examination), including general secretaries, general directors, and directors and civil servants appointed | Amount to be disbursed = EUR 18,559 per civil servant DLR allocation of up to EUR 5,567,647 | 0 | 7,423,529 | |

| | | | | | |
|---|--|---|---|-----------|--|
| <p>to senior management and key technical positions, of which women.</p> | <p>to key technical positions, trained under the Civil Service Excellence Program.</p> | <p>Baseline = 0 civil servants Target = 300 civil servants</p> | | | |
| | <p>DLR 2.2: 100 female senior civil servants (selected by competitive examination), including general secretaries, general directors, and directors and civil servants appointed to key technical positions, trained under the Civil Service Excellence Program appointed to management and key technical positions.</p> | <p>Amount to be disbursed = EUR 18,559 per civil servant</p> <p>DLR allocation of up to EUR 1,855,882</p> <p>Baseline = 0 civil servants Target = 100 civil servants</p> | | | |
| <p>(3) DLI 3: Improved State presence and services in the Savanes region and underserved regions through the deployment of trained mediators, deconcentrated justice personnel, and local government personnel</p> | <p>DLR 3.1: 64 trained mediators and deconcentrated justice personnel (competitively selected) appointed to positions in the Savanes region and underserved regions.</p> | <p>Amount to be disbursed = EUR 57,996 per judicial staff deployed</p> <p>DLR Allocation of up to EUR 3,711,765</p> <p>Baseline = 0 judicial staff Target = 64 judicial staff</p> | 0 | 7,423,529 | |
| | <p>DLR 3.2: 250 local government staff and officials deployed in the Savanes region and underserved regions trained.</p> | <p>Amount to be disbursed = EUR 14,847 per trained local official</p> <p>DLR Allocation of up to EUR 3,711,765</p> | | | |

| | | | | | |
|---|---|--|-----------|-----------|--|
| | | Baseline = 0 local officials Target = 250 local officials | | | |
| (4) DLI 4: Improved wage bill control through the inclusion of biometric data and updated biographical information in the Human Resource Management Information System | DLR 4.1: 100 percent of active civil servants with biometric data and biographical information up to date in the Human Resource Management Information System. | Amount to be disbursed = Allocated Amount multiplied by (Actual Achievement divided by (Target minus Baseline) minus amount disbursed previously under this DLR Amount Allocated = EUR 3,711,765 Baseline = 0 percent Target = 100 percent | 0 | 5,567,647 | |
| | DLR 4.2: 100 percent of retired civil servants with biometric data and biographical information up to date in the Human Resource Management Information System. | Amount to be disbursed = Allocated Amount multiplied by (Actual Achievement divided by (Target minus Baseline) minus amount disbursed previously under this DLR Amount Allocated = EUR 1,855,882 Baseline = 0 percent Target = 100 percent | | | |
| (5) DLI 5: Increased use of digitized Government-to-Person (G2P) and Person-to-Government (P2G) payments to | DLR 5.1: 95 percent of recipients from social benefits (family allowances, social allowances for vulnerable populations and compensation for disaster victims), | Amount to be disbursed = Allocated Amount multiplied by (Actual Achievement divided by (Target minus Baseline) minus amount | 6,500,000 | 0 | |

| | | | | | |
|------------------------------------|---|--|--|--|--|
| improve treasury management | school allowances (scholarships and aid) and mission expenses receiving digital payments. | disbursed previously under this DLR Amount Allocated = EUR 928,571 Baseline = 0 percent Target = 95 percent | | | |
| | DLR 5.2: 95 percent of beneficiaries of social protection programs (territorial administration, primary and secondary education, public works, social action, and health) receiving digital payments. | Amount to be disbursed = Allocated Amount multiplied by (Actual Achievement divided by (Target minus Baseline) minus amount disbursed previously under this DLR Amount Allocated = EUR 1,857,143 Baseline = 0 percent Target = 95 percent | | | |
| | DLR 5.3: 95 percent of revenue from corporate tax, value added tax and single professional tax collected through digital payments. | Amount to be disbursed = Allocated Amount multiplied by [(Actual Achievement minus Baseline) divided by Target] minus amount disbursed previously under this DLR Amount Allocated = EUR 2,785,714 Baseline = 17 percent Target = 95 percent | | | |

| | | | | | |
|--|---|---|---|-----------|--|
| | DLR 5.4: 70 percent of revenue from property taxes collected through digital payments. | <p>Amount to be disbursed = Allocated Amount multiplied by [(Actual Achievement minus Baseline) divided by Target] minus amount disbursed previously under this DLR</p> <p>Amount Allocated = EUR 928,571</p> <p>Baseline = 0 percent Target = 70 percent</p> | | | |
| (6) DLI 6: Increased number of ministries and institutions using an online e-procurement platform, open procurement standards, and green procurement guidelines and tagging | <p>DLR 6: (i) (a) Regulations for the implementation of an e-procurement online platform (for the publication of tenders, registration of vendors, electronic submission of offers, reverse auctions, and award of public contracts) published in the Recipient's official gazette, (b) technical specifications of the online e-procurement platform adopted, and (c) development/customization of the e-procurement online platform completed; and (ii) five (5) ministries and institutions (including education</p> | <p>(i) Amount to be disbursed = EUR 463,971 per measure for (a) and (b) each and EUR 927,941 for (c)</p> <p>(ii) Amount to be disbursed = (a) EUR 463,971 per ministry or institution, (b) EUR 231,985 per ministry or institution, and (c) EUR 231,985 per ministry or institution</p> <p>DLR Allocation up to EUR 6,495,588</p> <p>Baseline (i) = 0 measures Target (i) = 3 measures</p> <p>Baseline (ii) = 0 ministries and institutions</p> | 0 | 6,495,588 | |

| | | | | | |
|---|--|--|--|------------|--|
| | and health) using (a) an e-procurement online platform complying with open procurement standards, (b) green procurement guidelines, and (c) green procurement tagging in the e-procurement system to track compliance with green procurement guidelines. | Target (ii) = 5 ministries and institutions | | | |
| (7) DLI 7: Improved budget management through the adoption of systematic program monitoring and evaluation and gender and climate expenditure budget tagging in the budget preparation and execution process | DLR 7.1: 4 budget program evaluation reports produced and published, including (i) 1 evaluation report of the program-based budget based on the annual report of program performance results and (ii) 3 evaluation reports on a sectoral program-based budget (including education and health) | Amount to be disbursed = EUR 463,971 per report DLR Allocation up to EUR 1,855,882 Baseline = 0 reports Target = 4 reports | | 16,702,941 | |
| | DLR 7.2: (i) 1 gender expenditure tagging design and practice reference manual developed and annexed to the budget circular; and (ii) 10 ministries and institutions implementing gender expenditure tagging in the budget preparation | (i) Amount to be disbursed = EUR 927,941 for the manual (ii) Amount to be disbursed = EUR 278,382 per ministry or institution DLR Allocation up to EUR 3,711,765 Baseline = 0 ministries and institutions | | | |

| | | | | | |
|--|--|--|---|-----------|--|
| | and execution process. | Target = 10 ministries and institutions | | | |
| | DLR 7.3: (i) 1 climate mitigation and adaptation expenditure tagging design and practice reference manual developed and annexed to the budget circular; and (ii) 10 ministries and institutions implementing climate change mitigation and adaptation expenditure tagging in the budget preparation and execution process. | (i) Amount Allocated = EUR 927,941 for the manual (ii) Amount Allocated = EUR 1,020,735 per ministry or institution DLR Allocation up to EUR 11,135,294 Baseline = 0 ministries and institutions Target = 10 ministries and institutions | | | |
| (8) DLI 8: Feedback collected through inclusive school and health facility community committees' meetings integrated into the budget process and sectoral plans preparation and monitoring to close the loop between citizens and the State | DLR 8.1: 4 reports published of the feedback collected from inclusive school and health facility community committees' meetings and detailing what was or was not used, why, and how in the budget formulation (2 for the Ministry of Primary and Secondary Education and 2 Ministry of Health.) | Amount to be disbursed = EUR 463,971 per report DLR Allocation up to EUR 1,855,882 Baseline = 0 reports Target = 4 reports | 0 | 3,711,765 | |
| | DLR 8.2: 2 reports published of the Joint Review of the implementation of | Amount to be disbursed = EUR 463,971 per report DLR Allocation up to EUR 927,941 | | | |

| | | | | | |
|--|---|---|-----------|------------|------|
| | the Education Sector Plan 2020-2030. | Baseline = 0 report Target = 2 reports | | | |
| | DLR 8.3: 2 reports published of the Joint Review of the implementation of the Health Sector Development Plan 2023-2028. | Amount to be disbursed = EUR 463,971 per report DLR Allocation up to EUR 927,941 Baseline = 0 reports Target = 2 reports | | | |
| (9) Goods, non-consulting services, Operating Costs, Training and consulting services for the Project | | | 0 | 11,135,295 | 100% |
| Total | | | 6,500,000 | 63,100,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date; or
 - (b) for any DLR under Category (1) through (8) until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved.

2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw an amount not to exceed EUR1,625,000 under Credit (A) and EUR12,991,176 under Credit (B), as an advance; provided, however, that if the DLRs in the opinion of the Association, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be

permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.

3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under Category (1) through (8) has not been achieved by the date by which said DLR is set to be achieved, the Association may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the formula set out for scalable DLRs in the table in Section IV.A.2 of this Part B; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said DLR to any other DLR ; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said DLR.
4. The Closing Date for Credit (A) is June 30, 2030.
5. The Closing Date for Credit (B) is June 30, 2030.

SCHEDULE 3

I. Repayment Schedule for Credit (A)

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|---|--|
| On each January 15 and July 15: | |
| commencing July 15, 2034, to and including January 15, 2074 _____ | 1.25% |

* The percentages represent the percentage of the principal amount of Credit (A) 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.

II. Repayment Schedule for Credit (B)

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|---|--|
| On each January 15 and July 15: | |
| commencing July 15, 2030 to and including July 15, 2035 | 8.33334% |
| On January 15, 2036 | 8.33326% |

* The percentages represent the percentage of the principal amount of Credit (B) 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

Section I. Definitions

1. “Anti-Corruption Guidelines” means: (a) for purposes of paragraph 5 of the Appendix to the General Conditions for the Program, the Association’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015; and (b) for purposes of paragraph 5 of the Appendix to the General Conditions for the Project, “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.
2. “Annual Work Plan and Budget” means the yearly work plans and budgets for the Project prepared and approved by the Recipient incorporating the views of the Association, all pursuant to Section I.E.1(b) of Schedule 2 to this Agreement and the protocols and requirements further elaborated in the Operation Manual.
3. “Actual Achievement” means the actual result achieved by the Recipient in relation to the relevant DLR, which for the avoidance of doubt, shall not exceed the DLR target.
4. “Allocated Amount” means the total amount assigned to the relevant DLR.
5. “Baseline” means the starting/reference point for the relevant DLRs as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
6. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
7. “Credit (A)” means the credit in the amount referenced in Section 2.01(a) of this Agreement and the Credit for purposes of paragraph 25 of the General Conditions.
8. “Credit (B)” means the credit in the amount referenced in Section 2.01(b) of this Agreement and the Credit for purposes of paragraph 25 the General Conditions.
9. “Civil Service Excellence Program” means the Recipient’s postgraduate training program for civil servants in high management and key technical positions delivered by the National School of Public Administration.
10. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.

11. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
12. “Disbursement Table” means the table in Section IV.A.2 of Schedule 2 to this Agreement.
13. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 4, 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.
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 Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
15. “General Conditions” means: (a) for the Program, the “International Development Association General Conditions for IDA Financing, Program-for-Results Financing”, dated December 14, 2018 (Last revised on July 15, 2023); and (b) for the Project, the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023).

16. “Government-to-Person” or “G2P” means payments from the Government to individual active and retired civil servants or beneficiaries of social benefits or programs.
17. “Human Resource Management Information System” means a system containing a centralized database that stores comprehensive information on active civil servants and government contractors, including personal details, employment history, performance records, and training records.
18. “HRM” means human resources management.

“Ministry of Civil Service, Labor and Social Dialogue” or “MFPTSD” means the Recipient’s ministry responsible for labor, civil service, and social dialogue, or any successor deemed acceptable by the Association.
19. “Modernization and Capacity Strengthening of Public Administration for Service Delivery Program” or “PMADS” means the government’s program.
20. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, costs of minor refurbishment of offices, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted personnel, and other reasonable expenditures directly associated with implementation of the Project activities, but excluding salaries of officials of the Recipient’s civil service.
21. “Operations Manual” means the manual to be adopted by the Recipient, referred to in Section I.C.1 of Schedule 2 to this Agreement.
22. “Person-to-Government” or “P2G” means payments from individual taxpayers or citizens to the Government.
23. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions for the Project, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
24. “Program Action Plan” means the Recipient’s plan dated April 4, 2024 and referred to in Section I.D.1(a) of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
25. “Program Coordination Unit” or “PCU” means the office referred to in Section I.A.3(a) of Schedule 2 to this Agreement.

26. “Property Taxes” means a real estate ad-valorem tax, levied primarily on immovable property such as land and buildings.
27. “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.
28. “Steering Committee” or “SC” means the committee referred to in Section I.A.2(a) of Schedule 2 to this Agreement.
29. “Target” means the target result for the relevant DLR as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
30. “Training” means the costs associated with training, workshops and study tours provided under the Project, based on the annual work plan and budget approved by the Association consisting of reasonable expenditures (other than expenditures for consultants’ services) for: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (ii) course fees; (iii) training facility rentals; (iv) training material preparation, acquisition, reproduction and distribution expenses; and (v) and other costs directly related to training preparation and implementation.
31. “TSA” means treasury single account, a bank account or a set of linked accounts through which the Government transacts all its receipts and payments.
32. “Value Added Tax” means a tax levied on all sales of commodities at every stage of production, and which credits taxes paid by enterprises on their material inputs against the taxes they must levy on their sales.
33. “Verification Agents” means the consultant or consultants, government agency/ies and/or panel(s) of experts to be selected in accordance the provision of Section I.D.2(a) of Schedule 2 to this Agreement.
34. “Verification Protocol” means the DLR verification protocol agreed between the Recipient and the Association and included in the Operations Manual, for purposes of: (i) defining the DLR terms and requirements; (ii) listing the documentary evidence to be provided in support thereof; and (iii) providing the verification procedures and responsibilities to certify compliance with/achievement of each DLR, as such verification protocol may be revised, updated or supplemented from time to time with the mutual agreement of the Recipient and the Association.
35. “WAEMU” means the West African Economic and Monetary Union, created by the Treaty signed in Dakar on January 10, 1994 by the Heads of State and Government of the seven West African countries sharing a common currency, the CFA Franc.

36. “Year” means an uninterrupted period of consecutive days, starting on the Effective Date for the first period and on January 1 for each subsequent period, and ending on December 31 except for the last period which ends on the Closing Date.

Section II. Modifications to the General Conditions

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 65 (Interest Charge) in the Appendix is modified to read as follows:

“65. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 99 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.