
CREDIT NUMBER 7368-TG

Financing Agreement
(Togo Social Assistance Transformation for Resilience Program)

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”). 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, a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of ninety-one million one hundred thousand Euros (EUR 91,100,000) (variously, “Credit” and “Financing”), to assist in financing the program described in Schedule 1 to this Agreement (“Program”).
- 2.02. The Recipient may withdraw the proceeds of the Financing 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.
- 2.04. The Payment Dates are June 15 and December 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 — PROGRAM

- 3.01. The Recipient declares its commitment to the objective of the Program. To this end, the Recipient shall carry out the Program and cause the Program to be carried out by *Agence Nationale d'Identification* (ANID), *Agence Nationale d'Appui au Développement à la Base* (ANADEB), and *Agence Togo Digital* (ATD) 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 Events of Suspension consist of the following:
- (a) ANID's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of ANID to perform any of its obligations under the Subsidiary Agreement.
 - (b) ANADEB's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of ANADEB to perform any of its obligations under the Subsidiary Agreement.
 - (c) ATD's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of ATD to perform any of its obligations under the Subsidiary Agreement.
- 4.02. The Additional Events of Acceleration consist of the following, namely any event specified in paragraphs (a) (b) or (c) of Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement acceptable to the Association, shall have been duly executed and delivered on behalf of the Recipient, ANID, ANADEB, and ATD, and shall have become effective and binding upon such parties in accordance with its terms.
 - (b) The Recipient shall have created a credit line or credit lines, as applicable, in its National Budget to facilitate the design and delivery of the Flagship Social Safety Nets Program, in form and substance satisfactory to the Association.

- 5.02. The Effectiveness Deadline is the date one hundred twenty (120) 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 twenty (20) 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 minister responsible for economy and finance.
- 6.02. 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

- 6.03. 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:

248423 (MCI) 1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF TOGO

By

Minister Sani Yaya

Authorized Representative

Name: Minister Sani Yaya

Title: Minister

Date: 07-Aug-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Marie-Chantal Uwanyiligira

Authorized Representative

Name: Marie-Chantal Uwanyiligira

Title: Country Director

Date: 20-Jul-2023

SCHEDULE 1

Program Description

The objective of the Program is to increase coverage of the Flagship Social Safety Nets Program and strengthen interoperable delivery systems.

The Program consists of the following activities grouped under the results areas set forth below:

Result Area 1: Supporting the Flagship Social Safety Nets Program

Providing support for the roll out of the Flagship Social Safety Nets Program for coordinated delivery of: (i) regular cash transfers for the poor; (ii) shock-responsive transfers for, *inter alia*, transient poverty and vulnerability to conflict, climate, and health shocks; (iii) financial inclusion for women including savings accounts; and (iv) human capital accompanying measures on health information and financial literacy.

Result Area 2: Leveraging delivery systems innovations

Providing support to leverage recent innovations in delivery systems by establishing an Interoperable Social Information System (SIIS) through: (i) the deployment of the Social Registry of Persons and Household (RPSM) through universal outreach and dynamic intake and registration with sufficient and up-to-date data on poor and vulnerable households; (ii) building a Beneficiary Operations Management System (BOMS) for the Flagship Social Safety Nets Program; (iii) setting up a Payments Bridge mapping unique identifiers to bank or mobile money accounts for direct benefit transfers from treasury single account to designated recipients and a Multi-program/Multi-provider Payments Platform; (iv) the adoption of an interoperability and coordination framework, and the development of a whole-of-government data exchange platform to deliver social programs; and (v) setting up a Data Lab for evidence-based policy making that leverages SIIS data and strengthening the monitoring, evaluation and analytics capacities.

-6-
SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. Program Institutions

1. The Recipient shall cause ANID to maintain, throughout implementation of the Program, a unit (“Program Coordination Unit” or “PCU”) within the structure of ANID, with resources satisfactory to the Association, and supported by competent staff, with experience and qualifications, in numbers and under terms of reference, acceptable to the Association, vested with such powers, financial resources, functions and competencies, acceptable to the Association, as shall be required for them to carry out the day-to-day implementation (management and coordination) of Program activities, including, as the lead implementing entity. To this end, the Recipient shall cause the PCU to be responsible for the inter-institutional coordination of Program implementation with ANADEB, ATD, MEF and other supporting units, safety nets management, Program’s procurement, financial management, DLI/DLR verification coordination, Program reporting, monitoring and evaluation, management of grievances and environmental and social safeguards monitoring and reporting.

2. Without limitation to the provisions of Section I.A.1 above, the Recipient shall cause ANID to:
 - (a) no later than three (3) months after the Effective Date, or any later date agreed by the Association, establish a board of directors for ANID in accordance with ANID’s Legislation; and

 - (b) no later than three (3) months after the Effective Date, or any later date agreed by the Association, establish procurement organs, in accordance with the Recipient’s Procurement Code, in form and substance satisfactory to the Association.

3. Without limitation to the provisions of Section I.A.1 and Section I.A.2 above, the Recipient shall cause ATD to:
 - (a) no later than three (3) months after the Effective Date, or any later date agreed by the Association establish a board of directors for ATD in accordance with ATD’s Legislation; and

 - (b) no later than three (3) months after the Effective Date, or any later date agreed by the Association, establish procurement organs, in accordance with the Recipient’s Procurement Code, in form and substance satisfactory to the Association.

4. Without limitation to the provisions of Section I.A.1, Section I.A.2 and Section I.A.3 above, the Recipient shall cause ANID, ATD and ANADEB, no later than three (3) months after the Effective Date, or any later date agreed to by the Association, to strengthen and disseminate the grievance redress mechanism, in form and substance satisfactory to the Association.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Program, the Recipient shall make part of the proceeds of the Financing available to ANID under a subsidiary agreement between the Recipient, ANID, ANADEB, and ATD, under terms and conditions approved by the Association, which shall include the following: (a) the roles and responsibilities of ANID, ANADEB, and ATD, with regard to implementation of the Program; and (b) the obligation of ANID, ANADEB, and ATD, to comply with the provisions, procedures, criteria, and standards set forth in this Agreement, the General Conditions, the Procurement Regulations, the Anti-Corruption Guidelines, and the Environmental and Social Commitment Plan, as well as the Recipient's Legislation on the Protection of Personal Data ("Subsidiary Agreement").
2. The Recipient shall exercise its rights under the Subsidiary Agreement, in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Program Operation Manual

1. The Recipient shall, not later than three (3) months after the Effective Date, or any later date agreed by the Association, develop and adopt an operation manual for the Program (variously the "Program Operation Manual" or the "POM"), in a manner and substance satisfactory to the Association, and thereafter ensure that the Program is carried out in accordance with such manual, which shall set forth the institutional, administrative, financial, technical and operational guidelines and procedures for the implementation of the Program, including the coordination, roles, and responsibilities of ANID, ANADEB and ATD, as well as the agreed Program Action Plan, including: (a) the detailed description of Program activities, including results framework, overall budget and detailed Program Expenditures; (b) the composition and terms of reference of PCU staff; (c) the detailed environmental and social risk mitigation measures and documents for the Program; (d) financial management protocols and standards applicable to the Program; (e) detailed guidelines for the administration of the Program proceeds and the flow of funds; (f) procurement arrangements for the Program and allocation of responsibilities thereunder; (g) the protocols for reporting to the Association on, and sharing the findings of, any case of fraud and corruption denounced and/or investigated under the Program, in accordance with the Anti-Corruption Guidelines; (h) the Verification Protocol agreed with the Association for

evaluating the achievement of the DLIs and their respective DLRs, including the annual schedule therefor; (i) the grievance mechanism for the Program and associated protocols and procedures (including timelines) for addressing and reporting on grievance complaints; and (j) monitoring and evaluation requirements, including verification and performance assessment systems for the Program.

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

D. Independent Verification Agent

1. The Recipient shall:
 - (a) appoint and thereafter maintain at all time during the implementation of the Program, an independent verification agent with experience and qualifications and under terms of reference acceptable to the Association (the "Independent Verification Agent"), to: (i) verify the data and other evidence supporting the achievement of the DLIs/DLRs, as set forth in the table in Schedule 4 to this Agreement; and (ii) recommend corresponding disbursements to be made, as applicable, pursuant to such Schedule 4 and Section IV herein below; and
 - (b) (i) ensure that the Independent Verification Agent carries out the DLIs/DLRs' verification process(es) in accordance with the Verification Protocol; and (ii) submits 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.

E. Program Action Plan

1. Without limitation upon the generality of Parts A through C of this Section I, the Recipient shall: (a) carry out the Program Action Plan agreed with the Association, in accordance with the schedule set out in the said Program Action Plan, and in a manner and substance satisfactory to the Association; and (b) maintain policies and procedures adequate to enable it to monitor and evaluate, in a manner and substance satisfactory to the Association, the implementation of the said Program Action Plan.
2. 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.

3. In the event of any inconsistency between a provision of either the Program Action Plan, on the one side, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.

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 United States Dollars (USD75, 000, 000) equivalent or more per contract; (2) goods, estimated to cost fifty million United States Dollars (USD 50,000,000) equivalent or more per contract; (3) non-consulting services, estimated to cost fifty million United States Dollars (USD 50,000,000) equivalent or more per contract; or (4) consulting services, estimated to cost twenty million United States Dollars (USD 20,000,000) equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each 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 the Financing to: finance Program Expenditures, on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by ANID, ANADEB, and ATD, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”); 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 (as applicable)	Amount of the Financing Allocated (expressed in EUR)	Disbursement Formula
(1) DLI #1: Beneficiaries of the Flagship Social Safety Nets Program.	Refer to Schedule 4	55,550,000	Refer to Schedule 4
(2) DLI #2: Expansion of coverage of Distinct Households of the Flagship Social Safety Nets Program in districts affected by a climate, conflict, health or other shock.	Refer to Schedule 4	3,750,000	Refer to Schedule 4
(3) DLI #3: Female beneficiaries of the Flagship Social Safety Nets Program reached by mobile financial services.	Refer to Schedule 4	5,000,000	Refer to Schedule 4
(4) DLI #4: Beneficiaries of the Flagship Social Safety Nets Program reached by accompanying measures, of which female.	Refer to Schedule 4	5,000,000	Refer to Schedule 4
(5) DLI#5 Share of population registered in the RSPM, prioritizing poor and vulnerable households.	Refer to Schedule 4	4,800,000	Refer to Schedule 4

(6) DLI #6 Operationalization of the interoperable social information system with data exchange and a Data Lab.	Refer to Schedule 4	17,000,000	Refer to Schedule 4
TOTAL AMOUNT		91,100,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made on the basis of DLRs achieved prior to the Signature Date.
2. Notwithstanding the provisions of Part B.1 of this Section, the Recipient may withdraw: (a) an amount not to exceed €22,775,000 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 (6), has not been 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 in for scalable DLRs under Schedule 4 to this Agreement; (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 is December 29, 2028.

SCHEDULE 4

Disbursement Linked Indicators, Disbursement Linked Results and Allocated Amounts and Scalable Formulae Applicable thereto

DLI Description	Disbursement-Linked Results					
	Prior Results	Calendar Year 1 (Jan 1 - Dec 31, 2024)	Calendar Year 2 (Jan 1 - Dec 31, 2025)	Calendar Year 3 (Jan 1 - Dec 31, 2026)	Calendar Year 4 (Jan 1 - Dec 31, 2027)	Calendar Year 5 (Jan 1 - Dec 31, 2028)
DLI 1: Beneficiaries of the Flagship Social Safety Nets Program.	N/A	<u>DLR 1.1:</u> Monthly benefits delivered through the Flagship Social Safety Nets Program to at least 3,000 Distinct Households as a pilot. If less than annual target achieved, then amount to be disbursed is [Euro 130] per distinct household served.	<u>DLR 1.2:</u> Monthly benefits delivered through the Flagship Social Safety Nets Program to at least 110,000 Distinct Households (cumulative). If less than annual target achieved, then amount to be disbursed is [Euro130] per distinct household served.	<u>DLR 1.3:</u> Monthly benefits delivered through the Flagship Social Safety Nets Program to at least 220,000 Distinct Households (cumulative). If less than annual target achieved, then amount to be disbursed is [Euro 125] per Distinct Household served.	<u>DLR 1.4:</u> Monthly benefits delivered through the Flagship Social Safety Nets Program to at least 330,000 Distinct Households (cumulative). If less than annual target achieved, then amount to be disbursed is [Euro125] per Distinct Household served.	<u>DLR 1.5:</u> Completion of delivery of monthly benefits through the Flagship Social Safety Nets Program to at least 440,000 Distinct Households (cumulative). If less than annual target, amount to be disbursed is [Euro125] per Distinct Household served.
Allocated Amount	[Euro 0.00]	[Euro 390,000]	[Euro 13,910,000]	[Euro 13,750,000]	[Euro 13,750,000]	[Euro 13,750,000]

DLI Description	Disbursement-Linked Results					
	Prior Results	Calendar Year 1 (Jan 1 - Dec 31, 2024)	Calendar Year 2 (Jan 1 - Dec 31, 2025)	Calendar Year 3 (Jan 1 - Dec 31, 2026)	Calendar Year 4 (Jan 1 - Dec 31, 2027)	Calendar Year 5 (Jan 1 - Dec 31, 2028)
[Euro 55,550,000]						
Formula		For DLR 1.1 to 1.5 (inclusive), if annual target achieved, 100% of CY annual allocation for DLR to be disbursed. If less than annual target achieved, then the amount disbursed (at the end of the relevant CY) is equal to the unit price [Euro130] for CY 2024 and 2025, and [Euro125] for CY 2026, 2027, and 2028, respectively) multiplied by actual number of Distinct Households that received monthly benefits.				
DLI #2: Expansion of coverage of Distinct Households of the Flagship Social Safety Nets Program in districts affected by a climate, conflict, health or other shock.		<u>DLR 2.1</u> Creation of a national budget line in response to shock(s) and design of Triggers for the Flagship Social Safety Nets Program to deliver cash transfers.	<u>DLR 2.2:</u> Adoption of methodology for the Flagship Social Safety Nets Program shock-responsive transfers.	Refer to formula.	Refer to formula.	<u>DLR 2.3:</u> Total of 250,000 Distinct Households receive the Flagship Social Safety Nets Program shock-responsive transfers. If less than cumulative target achieved, then amount to be disbursed is Euro 7 per Distinct Household served by CY 2028.
Allocated Amount [Euro 3,750,000]		[Euro 1,000,000]	[Euro 1,000,000]			[Euro 1,750,000]
Formula						

DLI Description	Disbursement-Linked Results					
	Prior Results	Calendar Year 1 (Jan 1 - Dec 31, 2024)	Calendar Year 2 (Jan 1 - Dec 31, 2025)	Calendar Year 3 (Jan 1 - Dec 31, 2026)	Calendar Year 4 (Jan 1 - Dec 31, 2027)	Calendar Year 5 (Jan 1 - Dec 31, 2028)
		For DLR 2.3, if cumulative target of 250,000 Distinct Households have received the Flagship Social Safety Nets Program shock responsive transfers, 100% of CY allocation of [Euro 1,750,000] to be disbursed. If cumulative target is achieved prior to CY 2028, full allocation of [Euro 1,750,000] will be disbursed. If less than cumulative target achieved, then the amount disbursed (at the end of the CY 2028) is equal to the unit price (Euro7) multiplied by actual number of Distinct Households.				
DLI #3: Female beneficiaries of the Flagship Social Safety Nets Program reached by mobile financial services.	N/A	<u>DLR 3.1:</u> Agreement with financial service provider(s) on Business Plan linking mobile money account and Voluntary Savings Scheme for Flagship Social Safety Nets Program Recipients is executed.	<u>DLR 3.2:</u> Creation of 100,000 Mobile Savings Accounts registered to Designated Flagship Social Safety Nets Program Recipients (cumulative). If less than annual target achieved, then amount to be disbursed is [Euro10] per Distinct Household.	<u>DLR 3.3:</u> Creation of 200,000 Mobile Savings Accounts registered to Designated Flagship Social Safety Nets Program Recipients (cumulative). If less than annual target achieved, then amount to be disbursed is [Euro10] per Distinct Household.	<u>DLR 3.4:</u> Creation of 300,000 Mbile Savings Accounts registered to Designated Flagship Social Safety Nets Program Recipients (cumulative). If less than annual target achieved, then amount to be disbursed is [Euro10] per Distinct Household.	<u>DLR 3.5:</u> Creation of 352,000 Mobile Savings Accounts registered to Designated Flagship Social Safety Nets Program Recipients (cumulative). If less than annual target achieved, then amount to be disbursed is [Euro20] per Distinct Household.
Allocated Amount [Euro 5,000,000]	N/A	[Euro 960,000]	[Euro 1,000,000]	[Euro 1,000,000]	[Euro 1,000,000]	[Euro 1,040,000]
Formula						

DLI Description	Disbursement-Linked Results					
	Prior Results	Calendar Year 1 (Jan 1 - Dec 31, 2024)	Calendar Year 2 (Jan 1 - Dec 31, 2025)	Calendar Year 3 (Jan 1 - Dec 31, 2026)	Calendar Year 4 (Jan 1 - Dec 31, 2027)	Calendar Year 5 (Jan 1 - Dec 31, 2028)
		For DLR 3.2 to 3.5 (inclusive), if annual target achieved, 100% of CY annual allocation for DLR to be disbursed. If less than annual target achieved, then the amount disbursed (at the end of the relevant CY) is equal to the unit price ([Euro10] for CY 2025, 2026, and 2027, and [Euro20] for CY 2028, respectively) multiplied by actual number of created Mobile Savings Accounts registered to Designated Flagship Social Safety Nets Program Recipients.				
DLI #4: Beneficiaries of the Flagship Social Safety Nets Program reached by accompanying measures, of which female.	N/A	<u>DLR 4.1:</u> Systems and content are in place for delivery of accompanying measures to Designated Flagship Social Safety Nets Program Recipients.	<u>DLR 4.2:</u> Monthly delivery of accompanying measures to 110,000 Distinct Households. If less than annual target achieved, then amount to be disbursed is Euro 10 per Distinct Household. Target might be achieved at a later date, but no later than the Program closing date.	<u>DLR 4.3:</u> Monthly delivery of measures to 220,000 Distinct Households (cumulative). If less than annual target achieved, then amount to be disbursed is Euro 10 per Distinct Household. Target might be achieved at a later date, but no later than the Program closing date.	<u>DLR 4.4:</u> Monthly delivery of measures to 330,000 Distinct Households (cumulative). If less than annual target achieved, then amount to be disbursed is Euro 10 per Distinct Household. Target might be achieved at a later date, but no later than the Program closing date.	<u>DLR 4.5:</u> Monthly delivery of measures to 440,000 Distinct Households (cumulative). If less than annual target achieved, then amount to be disbursed is Euro 10 per Distinct Household.
Allocated Amount [Euro 5,000,000]	N/A	[Euro 600,000]	[Euro 1,100,000]	[Euro 1,100,000]	[Euro 1,100,000]	[Euro 1,100,000]
Formula		For DLR 4.2 to 4.5 (inclusive), if annual target achieved, 100% of CY annual allocation for DLR to be disbursed. If less than annual target achieved, then the amount disbursed (at the end of the relevant CY) is equal to the unit price (Euro10) multiplied by actual number of Distinct Households to which accompanying measures have been delivered to in that CY.				

DLI Description	Disbursement-Linked Results					
	Prior Results	Calendar Year 1 (Jan 1 - Dec 31, 2024)	Calendar Year 2 (Jan 1 - Dec 31, 2025)	Calendar Year 3 (Jan 1 - Dec 31, 2026)	Calendar Year 4 (Jan 1 - Dec 31, 2027)	Calendar Year 5 (Jan 1 - Dec 31, 2028)
DLI #5: Share of population registered in the RSPM, prioritizing poor and vulnerable households.	N/A	<u>DLR 5.1:</u> Vulnerability criteria and methodology developed and adopted to enable the RSPM to assess needs and conditions of individuals and households.	<u>DLR 5.2:</u> Coverage of at least 20% of households; target percentage might be achieved at a later date, but no later than the Program closing date. If target is achieved prior to CY 2025, then full amount will be disbursed.	<u>DLR 5.3:</u> Coverage of at least 30% of households; target percentage might be achieved at a later date, but no later than the Program closing date. If target is achieved prior to CY 2026, then full amount will be disbursed.	<u>DLR 5.4:</u> Coverage of at least 40% of households; target percentage might be achieved at a later date, but no later than the Program closing date. If target is achieved prior to CY 2027, then full amount will be disbursed.	<u>DLR 5.5:</u> Coverage of at least 50% of households achieved by no later than the Program closing date. If target is achieved prior to CY 2028, then full amount will be disbursed.
Allocated Amount [Euro 4,800,000]	N/A	[Euro 800,000]	[Euro 1,000,000]	[Euro 1,000,000]	[Euro 1,000,000]	[Euro 1,000,000]

DLI Description	Disbursement-Linked Results					
	Prior Results	Calendar Year 1 (Jan 1 - Dec 31, 2024)	Calendar Year 2 (Jan 1 - Dec 31, 2025)	Calendar Year 3 (Jan 1 - Dec 31, 2026)	Calendar Year 4 (Jan 1 - Dec 31, 2027)	Calendar Year 5 (Jan 1 - Dec 31, 2028)
DLI #6: Operationalization of the interoperable social information system with data exchange and a Data Lab.	N/A	<u>DLR 6.1:</u> Operationalization of BOMS for the Flagship Social Safety Nets Program.	<u>DLR 6.2:</u> Operationalization of Payments Bridge, including mapping of eIDs to registered mobile money accounts of Designated Flagship Social Safety Nets Program Recipients, and Multi-program/Multi-provider payments platform.	<u>DLR 6.3:</u> Data exchange platform is in place and operational with interoperability protocols for eID, RSPM, BOMS, Payments Bridge, and Multi-program/Multi-provider payments platform.	<u>DLR 6.4:</u> Operationalization of Data Lab with capacity for monitoring, evaluation and analytics on the Flagship Social Safety Nets Program including citizen feedback on usefulness of supporting systems.	<u>DLR 6.5:</u> Interoperability protocols are established and operational to enable the RPSM to exchange data with other administrative systems to deliver social programs.
Allocated Amount [Euro 17,000,000]	N/A	[Euro 4,000,000]	[Euro 4,000,000]	[Euro 4,000,000]	[Euro 3,000,000]	[Euro 2,000,000]
Total [Euro 91,100,000]	NA	[Euro 7,750,000]	[Euro 22,010,000]	[Euro 20,850,000]	[Euro 19,850,000]	[Euro 20,640,000]

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 15 and December 15:	
commencing December 15, 2033, to and including June 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

Section I. Definitions

1. “ANADEB” means *Agence Nationale d’Appui au Développement à la Base*, established under the Recipient’s Decree No. 2011-017/PR dated January 19, 2011.
2. “ANADEB’s Legislation” means the Recipient’s Decree No. 2011-017/PR dated January 19, 2011.
3. “ANID” means *Agence Nationale d’Identification*, the Recipient’s National Identification Agency created through the Recipient’s Law No. 2020-009 dated September 10, 2020, on the biometric identification of physical persons in Togo, as modified by Law No. 2022-010 dated June 24, 2022, and operationalized by Decree No 2020-093/PR dated November 12, 2020.
4. “ANID’s Legislation” means the Recipient’s Law No. 202-009 dated September 10, 2020, on the biometric identification of physical persons in Togo and Decree No. 2020-009 dated September 10, 2020, as modified by Decree No. 2022-019 dated June 16, 2022.
5. “ATD” means *Agence Togo Digital*, the Recipient’s Digital Transformation Agency, established by Decree No. 2021-102/PR dated September 29, 2021, on the creation, attributions, organization and functioning of the Digital Transformation Agency.
6. “ATD’s Legislation” means the Recipient’s Decree No. 2021-102/PR dated September 29, 2021.
7. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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.
8. “Beneficiary Operations Management System” or “BOMS” means the Recipient’s program-specific information system that supports day-to-day program beneficiary operations along the delivery chain through automated functional processes, and which is interoperable with the Interoperable Social Information System (SIIS) and contains information exclusively on program beneficiaries.
9. “Business Plan” means a formal written document prepared by the Government and financial services provider(s) that details how to link The Flagship Social Safety Nets Program beneficiary mobile money accounts and their Voluntary

Savings Scheme, as well as detailing the objectives, methods of achieving those objectives and timeframe for their achievement.

10. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
11. “Data Lab” means a social protection innovation laboratory with monitoring, evaluation, and data analytics capacity for The Flagship Social Safety Nets Program and other social programs, to be established under ANID and presently conceived as being conducted in partnership with Innovations for Poverty Action (IPA) and the Center for Effective Global Action (CEGA) of the University of California at Berkeley, among other entities.
12. “Data Protection Body” means the *Instance de protection des données à caractère personnel* (IPDCP), created by Recipient’s Law No. 2019-014 dated October 29, 2019, on the protection of personal data and established under Recipient’s Decree No. 2020-111/PR dated September 12, 2020, on the organization and functioning of the Data Protection Body.
13. “Designated Flagship Social Safety Nets Program Recipient(s)” means the individual, irrespective of gender, representing the Distinct Household who receives the assistance package.
14. “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.
15. “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.
16. “Distinct Household” means a group of persons- be it one member, two member or multi-member family- who normally live together and typically take their meals from a common kitchen, unless exigencies of work prevent any of them from doing so, with the persons in a household be related or unrelated or a mix of both, and might be constituted of one member households, two-member household or multi-member households.
17. “eID” means the identity credential issued through Togo’s foundational unique identification (eID) system, as managed by ANID, per its Law No. 202-009 dated September 10, 2020 on the biometric identification of physical persons in Togo, as modified by Law No. 2022-010 dated June 24, 2022.

18. “Flagship Social Safety Nets Program” means the Recipient’s program, as evidenced by appropriate legal instrument(s) acceptable to the Association, for coordinated delivery of: (i) regular cash transfers for the poor; (ii) shock-responsive transfers for, inter alia, transient poverty and vulnerability to conflict, climate, and health shocks; (iii) mobile financial inclusion for women including savings accounts and human capital accompanying measures.
19. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Program-for-Results Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022), with the modifications set forth in Section II of this Appendix.
20. “Independent Verification Agent” means the government agency/ies and/or consultant(s) to be selected/appointed in accordance with the provision of Section I.D of Schedule 2 to this Agreement, for purposes of carrying out the verification of the Recipient’s achievement of the DLIs/DLRs.
21. “Interoperable Social Information System” or “SIIS” means the ensemble of information systems, including the social registry, multi-program BOMS, and beneficiary registries, as well as other relevant information systems, such as data analytics platforms, foundational identification platforms, payments, case monitoring, grievances redress mechanisms (GRMs), and big data sources.
22. “Voluntary Savings Scheme” means a mobile savings scheme used within the Recipient’s territory to create Mobile Savings Accounts for female designated beneficiaries of the Flagship Social Safety Nets Program.
23. “Legislation on the Protection of Personal Data” means Recipient’s Law No. 2019-014 dated October 29, 2019, on the protection of personal data, and Recipient’s Decree No. 2020-111/PR dated September 12, 2020, on the organization and functioning of the Data Protection Body, and other implementation texts, as might be amended, in form and substance satisfactory to Association.
24. “MEF” means the Recipient’s ministry in charge of economy and finance, or any successor satisfactory to the Association thereto.
25. “Mobile Savings Account” means a fee-free, digital medium of exchange and store of value created using mobile money accounts, as facilitated by a network of mobile money agents, that is set-up for each female designated beneficiary of The Flagship Social Safety Nets Program, into which said beneficiary receives a matching grant, given with, among other things, the intention of encouraging savings, and which is set-up in addition to the regular mobile money account that is created for cash transfers.

26. “Multi-program/Multi-provider Payments Platform” means a common payments platform or gateway (as opposed to program-specific arrangement) that supports payment administration and payments service provision in making payments to social protection program beneficiaries.
27. “Operationalization” means that the system or authority, as the case may be, has been legally created and constituted, and that it is duly and fully financed or supported and functional.
28. “Payments Bridge” means a means for mapping eID-to-mobile money account that enables the government to initiate bulk payments for social protection programs to be directly credited into individual Flagship Social Safety Nets Program-linked accounts of beneficiaries.
29. “Procurement Code” means the Recipient’s code established through Decree No. 2022-080/PR dated July 6, 2022, which constitutes a regulatory act determining the modalities of application of Law No. 2021-033 of December 31, 2021, establishing the rules governing the award, execution, control and regulation of public contracts in the Republic of Togo.
30. “Program Action Plan” means the Recipient’s plan dated May 25, 2023 and referred to in Section I.E of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
31. “Program Coordination Unit” or “PCU” means the unit to be maintained within ANID, throughout implementation of the Program, referred to under Section I.A.1 of Schedule 2 to this Agreement.
32. “Program Operation Manual” means the manual referred to under Section I.C of Schedule 2 to this Agreement.
33. “RSPM” means *Registre social des personnes et des ménages*, the Recipient’s Social Registry of Physical Persons and Households, established through Decree No. 2023-043/PR dated April 24, 2023, an information system that supports outreach, intake, registration, and determination of potential eligibility for several social programs and contains sufficient and up-to-date data on poor and vulnerable households, subject to Recipient’s Law No. 2019-014 dated October 29, 2019 on the protection of personal data and Recipient’s Decree No. 2020-111/PR dated September 12, 2020 on the organization and functioning of the Data Protection Body.
34. “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.

35. “Subsidiary Agreement” means the agreement to be entered between the Recipient, ANID, ANADEB, and ATD, as referred to under Section I.B of Schedule 2 to this Agreement.
36. “Triggers” means well-defined and documented early warning indicators, with pre-agreed thresholds, that can be used to initiate shock-response, including guidelines on amount and coverage.
37. “Verification Protocol” means the verification protocol agreed between the Recipient and the Association, which shall form part of the Program Operation Manual, setting forth the basis and methodology for verification of the achievement of Disbursement-Linked Results, as the same may be modified from time to time with the prior written agreement of the Association.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

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.