
CREDIT A NUMBER 7351-CM
CREDIT B NUMBER 7352-CM
GRANT NUMBER E2090

Financing Agreement

(Enhancing Connectivity and Resilience in the Far North of Cameroon for
Inclusiveness Project)

between

REPUBLIC OF CAMEROON

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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**CREDIT A NUMBER 7351-CM
CREDIT B NUMBER 7352-CM
GRANT NUMBER E2090**

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CAMEROON (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of assisting in financing the project described in Schedule 1 to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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 grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
 - (a) an amount equivalent to thirty seven million and two hundred thousand Special Drawing Rights (SDR 37,200,000) (“Grant”); and
 - (b) a credit in an amount of one hundred one million and seven hundred thousand Euros (EUR 101,700,000) (“Credit (A-SML)”); and (ii) a credit in the amount of one hundred fifty three million and three hundred thousand Euros (EUR 153,300,000 (“Credit (B)”); (Credit (A) and Credit (B), collectively “Concessional Financing”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and



- (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance of Credit B.
- 2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance of Credit B.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Concessional Financing shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.08. The Payment Currency is Euro.

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.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) the Recipient no longer has an adequate refugee protection framework.
 - (b) The Association determined that the security situation along the Mora-Dabanga-Kousseri road section has deteriorated to the extent that, in the opinion of the Association, the activities under the Project cannot be satisfactorily carried out in compliance with the provisions set forth in Schedule 2 to this Agreement.
 - (c) Any of the Security Arrangement Documents has been amended, suspended, terminated or waived so as to affect materially and adversely the agreed framework as it applies to the Project or the agreed specific arrangements for, *inter alia*, operations, security and code of conduct of the Military Personnel assigned to guard the works of the Project
- 4.02. Any event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consist of the following:



- (a) the Recipient, through MINEPAT and MINTP, has prepared and adopted a Project Implementation Manual (PIM), in form and substance satisfactory to the Association.
- (b) The Recipient, through MINTP, has prepared and adopted a Project Procedures Manual for Part 1 and 3 of the Project, in form and substance satisfactory to the Association.
- (c) The Recipient, through MINEPAT, has prepared and adopted Project Procedures Manual for Part 2 of the Project in form and substance satisfactory to the Association.
- (d) The Recipient has adopted the Works Security Support Framework (DSAT) in form and substance satisfactory to the Association.
- (e) MINEPAT has concluded with MINDEF a Collaboration Framework Agreement in form and substance acceptable to the Association.
- (f) MINTP has concluded with MINDEF a Collaboration Framework Agreement and substance acceptable to the Association.
- (g) The Recipient, through MINTP, has maintained and extended the mandate of the CPR-FC PIU, with adequate resources, terms of reference and functions, satisfactory to the Association, and has recruited to said CPR-FC PIU the key staff including: (i) an environmental specialist; (ii) a social specialist; and (iii) one security specialist, all of them under terms of reference and with qualifications, integrity and experience satisfactory to the Association.
- (h) The Recipient, through MINEPAT, has maintained and extended the mandate of the Special Program for the Reconstruction and Development of the Far North Region-PIU, with adequate resources, terms of reference and functions, satisfactory to the Association, and has recruited to said PIU the key staff including: (i) an environmental specialist; (ii) a procurement specialist, (iii) a social specialist; and (iv) one security specialist, all of them under terms of reference and with qualifications and experience satisfactory to the Association.
- (i) The Recipient has established and operationalized a transparent, accessible and effective Grievance Redress Mechanism in form and substance satisfactory to the Association.
- (j) The Recipient has an adequate refugee protection framework.



- 5.02. The Effectiveness Deadline is the date one hundred eighty (180) 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. The Recipient's Representative is the Recipient's Minister at the time responsible for Economy, Planning and Regional Development.

6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Ministry of Economy, Planning, and Regional Development
P. O. Box. 660
Yaoundé
Cameroon

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 CAMEROON

By



[Handwritten signature in blue ink]

Authorized Representative

Name: Mamine Ousmane Mey

Title: _____

Date: 20 NOV 2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



[Handwritten signature in blue ink]

Authorized Representative

Name: CHEICK F. KANTIE

Title: COUNTRY DIRECTOR

Date: 12 0 NOV 2023

SCHEDULE 1

Project Description

The objective of the Project is to (i) enhance connectivity and climate resilience along the Mora-Dabanga-Kousséri (MDK) road section, and (ii) improve access to basic socio-economic infrastructure in selected district of the Far North of Cameroon.

The Project constitutes consists of the following parts:

Part 1: Road Rehabilitation and Maintenance Works

Carrying out a set of activities aimed at supporting the ongoing efforts to improve transport connectivity in the greater Lake Chad Region and the Far North of Cameroon and facilitating the safe movement of people and goods on one of the key lifeline road axes connecting the southern part of the country with the northern regions through:

1.1. Road rehabilitation and upgrading:

- (a) Carrying out climate-resilient rehabilitation and upgrading of: (i) about 205-kilometer MDK section of National Road 1 (RN1); (ii) about 7km of the Kousseri bypass road; (iii) about 180 meters of the Tilde Bridge; and (iv) about 200 km of regional and rural access roads located in IDP and host communities in selected areas including *inter alia* Logone and Chari, and Mayo Sava divisions.
- (b) Carrying out road safety audits along the MDK corridor, the Kousséri bypass, and selected regional and rural roads targeted by the project.
- (c) Developing a community maintenance system to promote sustainability of investments through a Labor-Intensive Public Works (LIPW) community maintenance activities designed to generate temporary employment opportunities to LIPW Beneficiaries in eligible households with labor capacity (LIPW Maintenance Activities) through: (i) the elaboration of Work Plans; (ii) the provision of materials, tools, and equipment; and (iii) the management of works, storage locations and sites, as well as quality control.
- (d) Providing support to develop and adopt a Mobility Plans considering the voices of the beneficiary communities and identifying their mobility priorities including *inter alia* (i) road prioritization to improve access to main destinations; (ii) climate vulnerabilities; (iii) identification of best location of complementary interventions as storage facilities to reduce women's travel times and definition of design features such as those related to violence prevention.



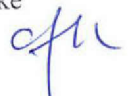
Part 2: Improved community infrastructure in selected areas and IDP host communities of the Far North region

Providing support to the implementation of complementary infrastructure works in Selected Areas aimed at the enhancement of small community infrastructure driven by the demands of refugees and host communities through *inter alia*:

- (a) Construction and rehabilitation of: (i) markets, water points, and vaccination parks; (ii) schools and health centers, including provision of internet access; (iii) community multimedia centers and equipping them with needed equipment and training for local communities; (iv) bus stations or logistic platforms; (v) storage facilities leased to women to store and sell their products; and (vi) youth centers equipped with sports and digital equipment to improve and reinforce the social cohesion.
- (b) Providing technical assistance and capacity building activities to strengthen the knowledge and skills of women in agriculture to enhance their entrepreneurship potential.
- (c) Providing technical assistance to PSRDREN for the planning, coordination, implementation, and monitoring of activities under the Project.

Part 3: Transport Sector Institutional Strengthening

- (a) Providing technical assistance and training to strengthen the Recipient's capacity for the inclusion of climate resilience in the planning and management of road infrastructure.
- (b) Strengthening the capacity of the MINT and selected public road safety stakeholders in road safety management.
- (c) Carrying out training and outreach campaigns on road safety in Project's selected areas.
- (d) Carrying out a Paid Internship Program for selected women in the Transport Sector.
- (e) Developing and operationalizing of a road accident database management system disaggregated by gender, refugee, and host community.
- (f) Carrying out training and awareness campaigns to school children, motorbike drivers, truck drivers, and refugee and host population in the Project area.



Part 4: Contingent Emergency Response

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



SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall carry out Part 1 and 3 of the Project through the MINTP and Part 2 of the Project through the MINEPAT.
2. The Ministry of Defense shall be responsible for providing security for the works and sites under the Project in accordance with the provisions of the Security Arrangement Documents.

3. Project Steering Committee (PSC)

By no later than one (1) month after the Effective Date, the Recipient shall establish and thereafter maintain during the implementation of the Project, a Project Steering Committee (PSC), with the composition, functions, staffing and resources satisfactory to the Association, and be responsible for providing oversight and policy guidance to the Project. The PSC shall be co-chaired by Ministers of MINTP and MINEPAT or their representative as further detailed PIM.

4. PIU-CPR-FC

- (a) The Recipient shall maintain at all times during the implementation of the Project and extend the mandate of the Project Implementation Unit ("PIU-CPR-FC"), with terms of reference, composition, powers, functions, staffing, facilities and other resources satisfactory to the Association, to be responsible for the day to day implementation of Part 1 and 3 of the Project, including *inter alia*, environmental and social safeguards management, financial management, procurement, monitoring and evaluation, and reporting.
- (b) Without limiting the foregoing, the PIU-CPR-FC shall include, *inter alia*, a ((i) Project coordinator; (ii) financial management specialist, (iii) accountant, (iv) procurement specialist, (v) environmental specialist, (vi) social specialist, (vii) security specialist, (viii) ME specialists, and (ix) internal auditor; all such staff to be appointed with qualifications, experience, integrity and terms of reference acceptable to the Association.
- (c) Not later than three (3) months after the Effective Date, the Recipient shall have acquired, installed and customized a computerized accounting software, satisfactory to the Association.



5. **PIU- PSRDREN**

- (a) The Recipient shall maintain at all times during the implementation of the Project and extend the mandate of the PSRDEREN Project Implementation Unit (“PSRDEREN-PIU”) in Maroua, with terms of reference, composition, powers, functions, staffing, facilities and other resources satisfactory to the Association, to be responsible for the day to day implementation of Part 2 of the Project, including *inter alia*, environmental and social safeguards management, financial management, procurement, monitoring and evaluation, and reporting.
- (b) Without limiting the foregoing, the PSRDREN PIU shall include, *inter alia*, a (i) Project coordinator; (ii) financial management specialist, (iii) accountant, (iv) procurement specialist, (v) environmental specialist, (vi) social specialist, (vii) security specialist, (viii) ME specialists and (ix) internal auditor; all such staff to be appointed with qualifications, experience, integrity and terms of reference acceptable to the Association.
- (c) Not later than three (3) months after the Effective Date, the Recipient shall have acquired, installed and customized a computerized accounting software, satisfactory to the Association.

B. Project Manuals

- (a) The Recipient, through MINTP and MINEPT, shall prepare and adopt in accordance with terms of reference acceptable to the Association, a Project Implementation Manual (PIM), which contains Project arrangements and procedures for: (i) institutional coordination and day-to-day implementation of the Project; (ii) the roles and responsibilities of all involvement stakeholders, (iii) monitoring, evaluation, reporting and communication; (iv) the performance indicators; (v) the reporting requirements on Project progress implementation including the timeline for reporting on any significant incident/accident in accordance with the ESCP; (vi) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines (which shall be annexed thereto); (vii) criteria, procedures and selection process of communities small infrastructure sub-projects under Part 2 of the Project; (viii) criteria, procedures and responsibilities for Internship selection ; (ix) criteria for selection and modality for the management of the LIPW program, and (x) the list of Excluded Activities;
- (b) The Recipient, through MINTP and MINEPAT, shall prepare and adopt respectively in accordance with terms of reference acceptable to the Association, a Project procedures manual each, containing detailed

guidelines and procedures for administrative, financial management, and disbursement, and other fiduciary matters under each of their respective Parts of the Project, in form and substance acceptable to the Association (the "Project Procedures Manual").

- (c) The Recipient shall ensure that the Project Implementation Manual and the two Project Procedures Manuals are not amended, suspended, repealed or abrogated without the prior written approval of the Association.
- (d) In the event of any conflict between the provisions of the Project Implementation Manual and the two Project Procedures Manuals and this Agreement, the provisions of this Agreement shall prevail.

C. Security Arrangement

1. The Recipient shall: (i) (A) cause MINEPAT and MINTP to enter respectively with MINDEF into a Collaboration Framework Agreement satisfactory to the Association specifying, *inter alia*, how the works security support framework will be deployed in the Project areas and how it will be financed; and (B) thereafter, ensure that activities under the Project are carried out in strict compliance with the provisions of the Security Arrangement Documents, and (ii) as stipulated in the Collaboration Framework Agreement cause the Ministry of Defense to put in place an Operation Order satisfactory to the Association in relation to the Project.
2. The Recipient shall not amend, abrogate, waive or otherwise modify the Security Arrangement Documents, or permit the Security Arrangement Documents or any provision thereof to be amended, abrogated, waived or otherwise modified, except with the prior written agreement of the Association; provided that no such agreement of the Association shall be required under this paragraph 2 to the extent that such amendment, waiver or modification under the Collaboration Framework Agreements does not adversely impact the application of the security arrangements contemplated thereunder or under the Operation Order. In the event of any conflict between the provisions of the Security Arrangement Documents and those of this Agreement, the latter shall prevail.
3. The Recipient, through MINEPAT and MINTP, shall ensure that each contract entered into for the implementation of the Project contains appropriate safeguards for the management of the security risk resulting from conflicts in the areas where the activities under such contract are carried out.
4. The Recipient, through MINEPAT and MINTP, shall ensure that, in connection with the carrying out of the works under the Project, any Military Personnel assigned to guard the works, comply with the security arrangements and the code of conduct set forth in the Security Arrangement Documents, including taking the



mandatory training set forth in the training plan, and shall establish: a permanent security unit that will protect Project's sites.

D. Specific Social Risk Mitigation Measures

To implement activities under the Project, the Recipient through the Ministry of Defense shall at all times during the implementation of the Project, take the following measures, in a form and substance satisfactory to the Association:

- (a) enforce high standard rules for the selection of Military Personnel involved in the protection of works, and immediately remove any personnel involved in any alleged violation or abuse, and ensure that all Military Personnel receive the required training in international humanitarian law, civilian-military engagement, gender-based violence and other relevant areas prior to the commencement of any works; and
- (b) effectively implement a social communication strategy for, *inter alia*, engagement of local communities, non-governmental organizations, media, and authorities in the Project areas;

E. Mobility Plans

To implement works under Part 2 of the Project, the Recipient, through MINEPAT, shall ensure to conduct and adopt mobility plans that consider the voices of the beneficiary communities to identify the mobility priorities of low-income women and groups in a situation of vulnerability.

F. Internship

1. Paid Internship Manual

- (a) The Recipient shall prepare and adopt detailed guidelines and procedures for the provision of Paid Internship including with respect to:
 - (i) eligibility and selection criteria for Internship Beneficiaries and the Eligible Institutions for which Internship may be provided;
 - (ii) the amount of Internship and the costs and expenses that may be financed under such Paid Internships;
 - (iii) the funds transfer arrangements for the Internships;
 - (iv) the key terms and conditions and a template for Internships Agreements; and

- (v) such other administration, implementation, and fiduciary procedures as shall be required for the provision of Paid Internships.
- (b) The Recipient shall carry out Part 3 (c) of the Project in accordance with the Paid Internship Manual.
- (c) The Recipient shall ensure that the Paid Internship Manual is not amended, suspended, repealed or abrogated without the prior written approval of the Association.
- (d) In the event of any conflict between the provisions of the Paid Internship Manual and, this Agreement, the provisions of this Agreement shall prevail.

2. Provision of Paid Internships

- (a) The Recipient, through MINTP, shall provide Paid Internships to Paid Internship Beneficiaries through Eligible Institutions to finance the costs associated with enrollment in Eligible Programs in accordance with eligibility criteria and procedures set forth in the Paid Internships Manual and acceptable to the Association.
- (b) The Recipient shall provide Paid Internships to Paid Internship Beneficiaries through an Eligible Institution under a Paid Internship Agreement with the respective Eligible Institution on terms and conditions approved by the Association, which shall include the following:
 - (i) Paid Internships shall be made on a grant basis;
 - (ii) Paid Internships may only be provided in support of Paid Internship Beneficiaries and for Eligible Programs that satisfy the eligibility criteria set forth in the Paid Internship Manual;
 - (iii) the Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:
 - (A) suspend or terminate the right of the Paid Internship Beneficiary to use the proceeds of the Paid Internships, or obtain a refund of all or any part of the amount of the Paid Internships then withdrawn, upon the Eligible Institution's or the Paid Internship Beneficiary's failure to perform any of its obligations under the Paid Internship Agreement; and



- (B) the Recipient shall exercise its rights under each Paid Internship Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Paid Internship Agreement or any of its provision.

G. Labor Intensive Public Works (LIPW)

1. In order to carry out Part 1.1 (c) of the Project, the Recipient, through MINTP, shall cause the Service Providers to implement programs of Labor-Intensive Public Works.
2. The Recipient shall ensure that each Service Provider, for the purpose of implementing Labor Intensive Public Works, enters into Temporary Employment Agreements with each Eligible Beneficiary, which shall include the following minimum conditions and such other terms and conditions as may be specified in the PIM:
 - (a) Each LIPW Eligible Beneficiary shall be a minimum of 18 years of age;
 - (b) each LIPW Eligible Beneficiary shall receive a-Stipend of up to 5,000FCFA per day.
3. The Recipient, through MINTP, shall ensure that the Service Providers enter into Temporary Employment Agreements that are based upon the template included in the PIM.
4. The Recipient shall, through the Service Provider, ensure that each such Temporary Employment Agreement is carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the Temporary Employment Agreement.
5. The Recipient shall, through the Service Provider, ensure that payment under each Temporary Employment Agreement is subject to a Verification Process satisfactory to the Association.

H. 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. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. 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, including, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. 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.

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

I. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
 - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and



- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
- 2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
- 3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
- 4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

J. Grievance Redress Mechanism

The Recipient, through MINEPAT and MINTP, shall maintain, throughout Project implementation, and publicize the availability of a grievance mechanism within each PIU, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient, through MINEPAT and MINTP, shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the



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

Category	Amount of Financing Allocated (expressed in [EUR] for Credit (A))	Amount of Financing Allocated (expressed in [EUR] for Credit (B))	Amount of the Grant Allocated (expressed in SDR)]	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, and Operating Costs under Parts 1 and Part 3 of the Project except Part 1.1 (c) and Part 3 (d) of the Project	3,400,000	5,100,000	0	100%
(2) Works under Parts 1 of the Project	93,600,000	140,400,000	29,700,000	100%
(3) LIPW Under Part 1.1 (c) of the Project	300,000	500,000	0	100%
(4) Paid Internships under Part 3(d) of the Project	200,000	300,000	0	100%
(5) Goods, works, non-consulting services, consulting services and Operating Costs under Part 2 of the Project	3,300,000	4,900,000	7,500,000	100%
(6) Emergency Expenditures under	0	0	0	

Part 4 of the Project				
(7) Refund of Preparation Advance	900,000	2,100,000	0	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	101,700,000	153,300,000	37,200,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

- (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed sixty million Euros (EUR 60,000,000) may be made for payments made prior to this date but on or after *July 1, 2023*, for Eligible Expenditures under Category (2); or
- (b) under Category (2), unless the Recipient, through MINTP, has prepared, adopted, and disclosed the Biodiversity Management Plan in form and substance acceptable to the Association;
- (c) under Category (4), unless the Recipient, through MINTP, has prepared and adopted the Paid Internship Manual in form and substance acceptable to the association; and
- (d) for Emergency Expenditures under Category (6), unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (6); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.



2. The Closing Date is June 30, 2029.

SCHEDULE 3

Repayment Schedule

I. Repayment Schedule for Credit (A)

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15:	
Commencing October 15, 2029 to and including October 15, 2034	8.33334%
on April 15, 2035	8.33326%

* The percentages represent the percentage of the principal amount of the Credit (B) to be repaid, except as the Association may otherwise specify pursuant to 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 April 15 and October 15:	
commencing October 15, 2028 to and including April 15, 2048	1.65%
commencing October 15, 2048 to and including April 15, 2053	3.40%

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



APPENDIX

Section I. Definitions

1. “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.
2. “Basis Adjustment to the Interest Charge” means the Association’s standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
3. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed as a percentage per annum.
4. “Biodiversity Management Plan” means the Biodiversity Management Plan to be prepared and disclosed by the Recipient in accordance with the ESSs, and approved by the Association, setting out the necessary steps to safeguard and enhance the ecosystem of which works are part, which shall include, *inter alia*, the findings of the biodiversity baseline study carried out under terms and conditions acceptable to the Association, key biodiversity objectives, activities to achieve the objectives, an implementation schedule, institutional and gender-inclusive responsibilities, and cost and resourcing estimates; as said Biodiversity Management Plan may be amended and/or supplemented from time to time with the Association’s prior written agreement.
5. “CERC Manual” means the manual referred to in Section 1.D of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the Project Implementation Manual.
6. “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),
7. “LIPW Code of Conduct” means the code of conduct applicable to Eligible Beneficiaries hired for Labor Intensive Public Works under the Project, detailing standards and procedures relevant to work sites, including expected behaviors, as



well as information on the GRM; such Code of Conduct shall also be included in the Temporary Employment Agreement to be concluded with LIPW Eligible Beneficiaries.

8. "Collaboration Framework Agreement" means the framework agreement entitled to be executed between the Ministry of Public Works and MINEPAT respectively with the Ministry of Defense providing the framework for, *inter alia*, operations, security and a code of conduct for the Military Personnel involved in the provision of security of road works in Cameroon to be identified in accordance with its terms.
9. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
10. "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.
11. "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.
12. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
13. "Emergency Action Plan" means the plan referred to in Section I.I of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
14. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.I of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
15. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated May 10, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
16. "Environmental and Social Standards" or "ESSs" means, collectively:
(i) "Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts"; (ii) "Environmental and Social



Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.

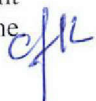
17. “Eligible Institution” means selected institution operating within the Recipient’s territory selected to participate in the Paid Internships program. “Eligible Institutions” means, collectively, all such institutions.
18. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
19. “GRM” or “Grievance Redress Mechanism” means the system aimed to receive grievances on alleged harm, or misconduct by contractors or Military Personnel, or any occurrences of gender-based violence that might be associated with the Project activities.
20. “IDP” means Internally Displaced Person, individuals or groups of people in South Sudan who have been forced or obliged to flee or leave their homes or places of habitual residence, particularly as a result of armed conflict, generalized violence, human rights violations, or natural or human-made disasters, and who have not crossed an internationally recognized state border.
21. “Labor Intensive Public Works” means the activities referred to in Part 1 of the Project consisting of the maintenance of roads (and carried out using public works technology that maximizes opportunities for the employment of labor rather than machines.
22. “LIPW Eligible Beneficiary” means an individual selected to participate in the Labor Intensive Public Works, who is retained by a Service Provider for temporary employment under a Temporary Employment Agreement. “Eligible Beneficiaries” means, collectively, all such individuals.
23. “Military Personnel” means the Recipient’s regular military combat personnel.”



24. "Ministry of Defense" means the Recipient's ministry responsible for defense, or any successor thereto."
25. "Ministry of Economy, Planning and Regional Development" or "MINEPAT" means the Recipient's ministry responsible for economy or any successor thereto.
26. "Ministry of Public Works" or "MINTP" means the Recipient's ministry in charge of transport or any successor thereto.
27. "National Project Steering Committee" means the steering committee referred to in Section I.A.3 of this Agreement, to be established by the Recipient in form and substance, satisfactory to the Association.
28. "Operating Costs" means the incremental expenses incurred by the Project on account of Project implementation, management and monitoring, including for office space rental, utilities and supplies, bank charges, communication, vehicle operation, maintenance and insurance, building and equipment maintenance, advertising expenses, travel and supervision, and salaries of contractual and temporary locally-recruited staff for the purposes of the Project, but excluding Consultant fees and salaries of civil servants.
29. "Operation Order" means the ordre d'opdration to be put in place by the Ministry of Defense for the Project in accordance with the Collaboration Framework Agreements to facilitate the implementation and monitoring of security and safety measures put in place for the works under the Project."
30. "Paid Internship Manual" means the manual to be attached as an annex to the PIM, at all times in form and substance acceptable to the Association governing the delivery of Paid Internships which shall contain, *inter alia*: (i) eligibility criteria and procedures for the selection of the Paid Internships Beneficiaries; (ii) payment processes and supporting documentation required; (iii) amounts to be paid under Paid Internships; (iv) procedures for complaints /claims; and (v) the model template of the Paid Internships Agreement; as said manual may be amended from time to time with the Association's prior written consent.
31. "Paid Internship Agreement" means an agreement between a selected Eligible Institution and a Paid Internship Eligible Beneficiary, setting forth the terms and conditions governing Paid Internships, and referred to in Section I.F of Schedule 2 to this Agreement.
32. "Paid Internship Eligible Beneficiary" means an women selected to participate in the Paid Internships program. "Eligible Beneficiaries" means, collectively, all such individuals.



33. "PIU-CPR-FC" means the project implementation unit, to be maintained within MINTP in accordance with the provisions of Section I.A.4 of Schedule 2 to this Agreement and established pursuant to the Recipient's Arrete number 018/PM dated March 9, 2020
34. "PIU- PSRDREN" means the Special Program for the Reconstruction and Development of the Far North Region implementation unit, to be maintained within the MINEPAT in accordance with the provisions of Section I.A.5 of Schedule 2 to this Agreement and established pursuant to the Recipient's Arrete Number 044/CAB/PM dated 24 May 2022
35. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on March 16, 2023 and on behalf of the Recipient on March 16, 2023
36. "Project Implementation Manual" means the Recipient's manual referred to in Section I.B of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
37. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
38. "Security Arrangement Documents" means the Collaboration Framework Agreements, the Operation Order."
39. "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.
40. "Stipend" means the monetary remuneration paid by the Service Provider to an Eligible Beneficiary participating in the Labor Intensive Public Works Activities. "Stipends" means collectively all such monetary remunerations.
41. "Technical Assistance" means studies, training, or other consulting or non-consulting services intended to strengthen the technical capacities of the two PIUs or other entities involved in Project implementation.
42. "Temporary Employment Agreement" means a simple employment contract executed between a Service Provider and LIPW Eligible Beneficiaries governing the terms of such LIPW Eligible Beneficiaries employment under Part 1 of the Project, based on a template to be included in the PIM and to include all relevant criteria and procedures included in the PIM. Such a contract shall also include the



Project's Code of Conduct, which describes required behaviors on the work sites and provides information on the project's GRM

43. "Training" means the costs of: (i) reasonable expenditures for national travel, room and board and *per diem* expenditures incurred by trainers and trainees and by non-consultant training facilitators in connection with training provided under the Project; (ii) course fees; (iii) training facility rentals; (iv) training.
44. "Verification Process" means the process by which a Service Provider shall verify that an LIPW Eligible Beneficiary has completed a Worked Day and has been paid his or her Stipend in accordance with the terms of the Temporary Employment Agreement.
45. "Worked Day" means a day worked by an Eligible Beneficiary, verified by the Service Provider and paid for by the Project under a Temporary Employment Agreement.



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