
CREDIT NUMBER IDA 7602-ZR

Financing Agreement

**(DRC Digital Transformation Project under the
Inclusive Digitalization in Eastern and Southern Africa
Multiphase Programmatic Approach Program)**

between

DEMOCRATIC REPUBLIC OF CONGO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

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

WHEREAS:

- A. The Participating Countries, including the Recipient, and the Regional Bodies have agreed to participate in the MPA Program, and intend to coordinate among each other for the carrying out of activities under projects and programs to be implemented by the Participating Countries and the Regional Bodies to increase access to, and inclusive use of, internet and digitally enabled services in Eastern and Southern Africa.
- B. To facilitate the implementation of the MPA Program:
 - 1. by a loan agreement to be entered into on or about the date hereof between Republic of Angola (“Angola”) and the International Bank for Reconstruction and Development (the “Bank”) (“Angola Loan Agreement”), the Bank will extend to Angola a loan to assist Angola in financing activities related to the MPA Program, on the terms and conditions set forth in the Angola Loan Agreement;
 - 2. by a financing agreement to be entered into on or about the date hereof between the Republic of Malawi (“Malawi”) and the Association (“Malawi Financing Agreement”), the Association will extend to Malawi financing to assist Malawi in financing activities related to the MPA Program, on the terms and conditions set forth in the Malawi Financing Agreement;
 - 3. by a financing agreement to be entered into on or about the date hereof between the Association and the Common Market for Eastern Africa (“COMESA”) (“COMESA Financing Agreement”), the Association will extend to COMESA financing to assist COMESA in financing activities related to the MPA Program, on the terms and conditions set forth in the COMESA Financing Agreement; and
- C. the Recipient, having satisfied itself as to the feasibility and priority of its activities, has requested the Association to assist in financing activities related to the MPA Program.

NOW THEREFORE, the Association and the Recipient hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.

- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of four hundred million Dollars (USD 400,000,000), as such amount may be converted from time to time through a Currency Conversion (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are January 15 and July 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 Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall, through the ministry in charge of telecoms (“MPTNTIC”), carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, that the Co-financing Deadline for the effectiveness of the Co-financing Agreement is eighteen (18) months after the Effective Date.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
 - (a) The Recipient has formally established the PIU with a mandate, terms of reference and resources, satisfactory to the Association, and has recruited to said PIU a Project coordinator, a financial management specialist, and

a procurement specialist, all in accordance with the Procurement Regulations.

- (b) The Recipient has prepared and adopted the Project Operations Manual, 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. The Recipient's Representative is its minister in charge of finance.

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

- (a) the Recipient's address is:

Ministry of Finance
Boulevard du 30 Juin - Commune de la Gombe
Kinshasa 1
Democratic Republic of Congo; and

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

E-mail: cabfinances@minfinrdc.com

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.

DEMOCRATIC REPUBLIC OF CONGO

By

Doudou Fwamba Likunde Li-Botayi

Authorized Representative

Name: Doudou Fwamba Likunde Li-Botayi

Title: Minister of Finances

Date: 25-Nov-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Albert G Zeufack

Authorized Representative

Name: Albert G Zeufack

Title: Country Director

Date: 19-Nov-2024

SCHEDULE 1

Project Description

The objective of the Project is to increase inclusive access and use of the internet and strengthen the foundations for digitally enabled services in the Democratic Republic of Congo.

The Project constitutes a phase of the MPA Program and consists of the following parts:

Part 1. Expanding Digital Access and Inclusion

Developing the enabling frameworks and provide financing to mobilize private sector investment in broadband network infrastructure roll-out, in particular:

- 1.1 **Introducing frameworks and enablers for digital access and inclusion**, by: (a) strengthening the capacity of key government ministries, departments and agencies and institutions such as MPTNTIC, ARPTIC, FDSU and SOCOF, to enhance policy, regulatory, management and supervision functions to stimulate sustainable broadband market development, increase readiness to support planned connectivity activities and create a climate conducive to scaling private sector investments in universal access, all through the provision of technical advisory services, training, purchase of equipment and information technology (“IT”) systems, and financing of Operating Costs; and (b) provision of technical assistance to strengthen the institutional framework for digital transformation.
- 1.2 **Extending transmission networks to enable inclusive coverage** through one or more competitive tender(s) to award catalytic gap financing to eligible private sector operators/service providers for the deployment of identified priority fiber optic backbone and cross-border links to be operated on an open access and non-discriminatory basis, and following international best-practice for energy efficiency and climate resilience, including the provision of relevant technical assistance to identify additional priority links.
- 1.3 **Connecting citizens, universities and selected public institutions**, including: (a) extending rural and peri-urban mobile connectivity through one or more competitive tender(s) to award catalytic gap financing to eligible private sector operators/service providers for the deployment/upgrade of new access networks to be operated on an open access and non-discriminatory basis to expand coverage; (b) pre-purchasing internet capacity, local access network and other communications equipment, including off-grid solar solutions, as needed, for a select number of public institutions, including in climate risk affected areas, to expand and improve their access and usage of broadband, and enable digital services; and (c) providing targeted support to the NREN, supporting its

membership in the EU Africa Connect 4 Program, and reviewing its existing network and operating model.

- 1.4 Provision of: (a) transaction advisory services to prepare and manage large-scale network infrastructure investments envisioned; and (b) technical assistance for the supervision and inspection of digital infrastructure deployment, and compliance with internationally accepted technical standards.

Part 2. Introducing Digital Foundations for Service Delivery

Introducing cross-cutting digital building blocks (digital public infrastructure) and trust services needed to cost-effectively and securely expand digital service provision across DRC, in particular:

- 2.1 **Improving data sharing and management for integrated service delivery**, by: (a) developing an e-government roadmap, an integrated enterprise architecture, systems standards and interoperability framework, an inventory of e-services, and relevant feasibility studies for the deployment of a unified e-government services portal (“*Guichet Numerique*”); (b) establishing a secure internal virtual government network/intranet, featuring upstream support for planning, and downstream investment in a resilient network operating center, public IP licensing, services level contracts for a closed virtual network and related IT equipment to enable access among civil servants, as well as centralized system for managing/tracking government’s IT resources; (c) developing a consolidated data strategy, with support for data classification and shared standards, analysis of sustainable models for government data hosting, and establishing a centralized green solutions for government data hosting (new data center, back-up facility and government cloud); (d) strengthening the digital capacity of a select number of strategic sectors to enable them to adopt shared standard and solutions established to improve their service delivery, including through the provision of training, technical assistance, supporting systems upgrades and equipment, as needed; and (e) the provision of training to build capacity on a whole-of-government approach to e-government and digital public infrastructure.
- 2.2 **Enabling trust in digital services**, including: (a) providing legal advisory services for the development of secondary legislation to implement the Recipient’s new Digital Code and the Telecoms Law, and review of related laws to eliminate any legal and/or institutional overlaps; (b) operationalizing the Recipient’s foundational cybersecurity capabilities, including by strengthening the capacity of the Recipient’s agency in charge of cybersecurity, once established, through the provision of support for the establishment of a robust organizational strategy, identification of risks, the development of standards/procedures and response plans, the carrying out of awareness raising and training activities, purchase of equipment and IT systems, and including the establishment of a new computer security incident response team and other relevant technical assistance; (c)

operationalizing the Recipient's foundational data protection capabilities including by strengthening the capacity of the Recipient's agency in charge of data protection, once established, through the provision of support for developing training modules for internal staff, establishing a robust organizational strategy, developing internal and outward-facing guidelines, standards/procedures, conducting awareness raising and training activities, purchase of IT systems and equipment to, *inter alia*, digitally manage queries and complaints, and other relevant technical assistance; and (d) developing and implementing a roadmap for adoption of e-signature across the public and private sector, including the certification processes for e-signatures.

- 2.3 **Enhancing service delivery in key sectors using shared platforms**, by: (a) deploying the *Guichet Numerique*, including integrating a select number of services based on readiness, demand and impact; (b) piloting the implementation of physical access points for related service access under the *Guichet Numerique*, including the rehabilitation of existing selected government facilities, if needed; (c) carrying out select analytics to expand business-enabling and people-centric digital services, including services related to the development of a foundational ID ecosystem (*i.e.*, ID and civil registration); (d) rolling-out of shared internal government application and services such as email, document tracking and e-archives; and (e) training as needed

Part 3. Increasing access to industry-relevant advanced digital skills and stimulating digital innovation

Developing the advance digital skills base and the nascent local innovation system to enable the productive use of technology in the public and private sectors in particular:

- 3.1 **Developing advanced digital skills capabilities in HEIs and tech hubs** for upskilling and building the capacity of public officials, students and entrepreneurs, with a focus on women and youth, by: (a) providing technical assistance to develop a needs assessment study, identify priority training courses to be supported under the Project and design a performance-based grants mechanism to scale related training courses to increase employability in line with private sector needs and existing programs in HEIs; (b) providing Performance-Based Grants to HEIs and tech hubs for the deployment of new advanced digital training courses for students, young entrepreneurs and public officials in areas such as data science and IT engineering; (c) providing technical assistance/training to Performance-Based Grants prospective applicants, for designing advanced digital training courses, for administering the grant selection and awards process and monitoring the implementation of the Performance-Based Grants; (d) providing training to teachers, allowing them to scale digital skills training and use of digital tools in the classroom, including through technical assistance, training facility refurbishment and training equipment, as needed; and (e) carrying out a program

of capacity building activities, including mentoring, experience sharing and training delivered by private sector providers.

- 3.2 **Supporting the development of local content and the national innovation system** to enable development of locally relevant digital solutions and a select number of new digital services, including by: (a) establishing a digital library system; (b) providing Performance-Based Grants to HEIs and tech hubs to establish innovation centers on university campuses and in community centers targeting students and youth to develop innovative IT solutions in response to real-world problems; (c) providing Technical Solutions Grants to tech entrepreneurs for the carrying out of eligible activities based on approved business plans; (d) providing technical assistance/training to prospective applicants of Performance-Based Grants and Technical Solutions Grants, and for administering the grant selection and awards process and monitoring the implementation of the Performance Based Grants and Technical Solutions Grants; and (e) providing a program of ecosystem support via technical assistance for startup digital transformation, organization of conferences, network events and hackathons.

Part 4. Institutional Coordination and Project Management.

Strengthening the capacity for Project implementation, management, and coordination, including fiduciary (*i.e.*, procurement and financial management) aspects, monitoring and evaluation, and ESS management, including: (a) provision of Operating Costs, technical advisory services, and acquisition of good and basic equipment to support the operations of the PIU, PIU staff costs, and recruitment of experts and specialists as may be required; (b) supporting stakeholder consultations, the development of environmental and social instruments, site-specific assessments and plans (including e-waste) and the implementation of the Project grievance mechanism; (c) monitoring and evaluation and citizen feedback, with a focus on women and persons with disabilities participation in all activities and collecting gender-disaggregated data, as deemed relevant; (d) communications costs to *inter alia* support change management; (e) auditing, procurement planning and quality assurance, including to ensure adherence to best practices on procurement related to technology; (f) conducting training and field visits; and (g) third-party monitoring, as needed.

Part 5. Contingent Emergency Response

Provision 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 vest the overall responsibility of Project coordination, monitoring and evaluation (including reporting aspects) of the Project in the MPTNTIC; to this end, the Recipient, through the MPTNTIC, shall:
 - (a) establish, and thereafter maintain throughout Project implementation, a Project Implementation Unit (“PIU”), responsible for the day-to-day implementation (including financial management, procurement and environmental and social and technical aspects) of the Project, with functions, responsibilities and sufficient resources acceptable to the Association, and staffed with competent personnel in adequate numbers, with qualifications, experience, integrity and terms of reference satisfactory to the Association and as set forth in the POM, including: a Project coordinator, a financial management specialist, a procurement specialist, and no later than ninety (90) days after the Effective Date, three environmental and social specialists;
 - (b) no later than thirty (30) days after the Effective Date, or such later date as agreed by the Association, establish, and thereafter maintain, throughout Project implementation, a steering committee (“Project Steering Committee”) chaired by the MPTNTIC and co-chaired by the MdN, with terms of reference, composition, roles and responsibilities acceptable to the Association and defined in the POM, to provide overall strategic guidance and Project oversight and approve the Annual Work Plans and Budgets; and
 - (c) no later than thirty (30) days after the Effective Date, or such later date as agreed by the Association, establish, and thereafter maintain throughout Project implementation a technical committee to assist the MPTNTIC and its PIU in the technical implementation of the Project activities (“Technical Committee”), each with terms of reference, composition, powers, and responsibilities acceptable to the Association and defined in the POM.
2. Without limitation to the provisions in paragraph 1 above, the Recipient shall ensure the coordination and collaboration with other relevant Recipient’s ministries, entities and agencies each with responsibilities in the technical implementation of the Project activities, including the Recipient’s ministry in

charge of digital affairs under Parts 2.1, 2.2 and 2.3 of the Project, ministry in charge of higher education under Part 3.1 of the Project and the ministry in charge of SMEs under Part 3.2 of the Project; all pursuant to adequate arrangements as set forth in the POM.

B. Project Manuals

1. Project Operations Manual.

- (a) The Recipient shall carry out the Project in accordance with a Project operations manual acceptable to the Association (“Project Operations Manual” or “POM”), which shall set out detailed guidelines and procedures for the implementation of the Project, including: (i) administration and coordination of Project activities; (ii) performance indicators; (iii) roles and responsibilities of various ministries, departments, agencies and institutions involved in the implementation of the Project; (iv) disbursement procedures and banking arrangements; (v) financial, procurement and accounting procedures; (vi) internal control procedures, accounting system and transaction records; (vii) reporting requirements; (viii) audit arrangements; (ix) the Anticorruption Action Plan for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines (which shall be annexed thereto); (x) the environmental and social aspects; (xi) annual work plans and budget; (xii) monitoring and evaluation; (xiii) Personal Data collection and processing requirements in accordance with applicable national law and good international practice; (xiv) details on the composition and working arrangements of the Project Steering Committee and the Technical Committee; and (xv) such other technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.
- (b) The Recipient shall not amend or waive the POM without the prior written approval of the Association.
- (c) In case of any conflict between the terms of any of the POM and the terms of this Agreement, the terms of this Agreement shall prevail.

2. Performance-Based Grants Manual and Technical Solutions Grants Manual

- (a) The Recipient shall prepare, and thereafter adopt and maintain manuals, acceptable to the Association (the “Performance-Based Grants Manual and the Technical Solutions Grants Manual”), containing detailed arrangements and procedures for the implementation of the Performance-Based Grants under Parts 3.1(b) and 3.2(b) of the Project and the Technical

Solutions Grants under Part 3.2(c) of the Project, including templates for the Grants Agreements.

- (b) The Recipient shall: (i) ensure that Parts 3.1 (b) and 3.2 (b) are carried out in accordance with the Performance-Based Grants Manual; and Part 3.2 (c) of the Project is carried out in accordance with the Technical Solutions Grants Manual; and (ii) not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the Performance-Based Grants Manual and the Technical Solutions Grants Manual or any provision thereof, without the prior written agreement of the Association.
- (c) In case of any conflict between the terms of the Performance-Based Grants Manual, the Technical Solutions Manual, and those of this Agreement, the terms of this Agreement shall prevail.

C. Annual Work Plan and Budget

- 1. The Recipient, through the PIU, shall, not later than November 30 in each calendar year during Project implementation, prepare and furnish to the Association, a program of Project activities proposed for implementation in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities, a proposed financing plan and a budget (“Annual Work Plan and Budget”).
- 2. The Recipient, through the PIU, shall exchange views with and seek approval of the Association on each such proposed Annual Work Plan and Budget and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.
- 3. Only those activities which are included in an Annual Work Plan and Budget shall be implemented. Except with the prior and written concurrence of the Association, the Annual Work Plan and Budget shall not be waived, amended, or otherwise modified to include new activities.

D. Performance-Based Grants under Parts 3.1(b) and 3.2(b) of the Project and Technical Solutions Grants under Part 3.2(c) of the Project

- 1. The Recipient shall ensure that the PIU shall manage, administer, and implement the Performance-based Grants under Parts 3.1(b) and 3.2(b) of the Project, and Technical Solutions Grants under Part 3.2(c) of the Project (collectively, “Grants”), in accordance with the Anticorruption Guidelines, the Environmental and Social Standards, Procurement Regulations, and the eligibility criteria and procedures set forth in the Performance-Based Grants Manual and the Technical

Solutions Grants Manual respectively, and under terms and conditions approved by the Association.

2. The Recipient, through the PIU, shall enter into an agreement (“Performance-based Grant Agreement”, or “Technical Solutions Agreement” (together, “Grant Agreements”) with the Eligible Beneficiary, under terms and conditions acceptable to the Association, and set forth in the Performance-Based Grants Manual or the Technical Solutions Grants Manual, as the case may be, including, the Eligible Beneficiary’s obligation to implement the activities to be financed with the Performance-Based Grant or Technical Solutions Grant, in form and substance satisfactory to the Recipient and the Association, and in accordance with the provisions of either the Performance-based Grant Agreement, or the Technical Solutions Grant Agreement, and the Performance-Based Grants Manual or the Technical Solutions Grants Manual as the case may be.
3. The Recipient through the PIU shall exercise its rights under each Grant Agreement in such manner as to protect the interests of the Recipient and the Association to accomplish the purpose of the Project.
4. Except, as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate waive or fail to enforce any Grant Agreement, or any of its provisions. In case of inconsistencies between any Grant Agreement and this Agreement, the provisions of this Agreement shall prevail.

E. Environmental and Social Standards.

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as

specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. 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, 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, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.
7. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the

Recipient shall: (a) not later than 30 days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.

F. 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.

G. Regional Level Coordination Arrangements

1. The Recipient shall upon request of COMESA, designate on *ad hoc* basis a senior official as its representative, to participate in the regional fora organized and coordinated by COMESA in connection with the MPA Program, as shall be agreed between the Recipient and COMESA.
2. The Recipient shall during implementation of the Project, collaborate and coordinate with COMESA to outline arrangements that will facilitate the Recipient's participation in the regional harmonization and planning platform under the MPA Program, and to draw on the technical assistance and other benefits available to the Recipient and other Participating Countries through the said platform.

Section II. Project Monitoring, Reporting and Evaluation

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

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to:(a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and,

if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Financing Allocated (expressed in (USD))	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services (including Training), consulting services, Operating Costs for Part 1, 2, 3 (but excluding Parts 3.1(b), 3.2(b) and 3.2(c)), and 4 of the Project	365,764,706	100%
(2) Performance-Based Grants under Parts 3.1(b) and 3.2(b) of the Project	25,882,352	100%
(3) Technical Solutions Grants under Part 3.2(c) of the Project	2,352,942	100%
(4) Refund of Preparation Advance	6,000,000	Amount payable pursuant to Section 2.07(a) of the General Conditions
(5) Emergency Expenditures under Part 5 of the Project	0	100%
TOTAL AMOUNT	400,000,000	

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;
 - (b) under Category (2) unless the Recipient has prepared, adopted and submitted to the Association the Performance-Based Grants Manual, including: (i) the template forms of the Performance-Based Grant Agreement, in form and substance satisfactory to the Association;

- (c) under Category (3) unless the Recipient has prepared, adopted and submitted to the Association the Technical Solutions Grants Manual, including: (i) the template forms of the Technical Solutions Grant Agreement, in form and substance satisfactory to the Association; or
- (d) Emergency Expenditures under Category (5), 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 (5); 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 December 31, 2029.

SCHEDULE 3

Repayment Schedule

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

* The percentages represent the percentage of the principal amount of 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. “Angola Loan Agreement” means the agreement on or about the date hereof under which the International Bank for Reconstruction and Development has agreed to extend to Angola the amount of three hundred million Dollars (USD 300,000,000) equivalent, to assist with financing activities related to the MPA Program.
2. “Annual Work Plan and Budget” means the work plan and budget prepared annually by the Recipient in accordance with the provisions of Section I.C. of Schedule 2 to this Agreement.
3. “Anticorruption Action Plan” means an action plan designed to enhance transparency and accountability, and to be included in the POM, including: (a) fiduciary measures required to strengthen the control environment; (b) measures necessary or appropriate to enable civil society and the public in general to denounce abuses or irregularities; and (c) measures designed to mitigate fiduciary risks.
4. “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.
5. “ARPTIC” means *Autorité de Régulation des Postes, des Télécommunications et des Technologies de l’Information et de la Communication*, the Recipient’s telecoms regulatory authority or any successor thereto.
6. “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.
7. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. “CERC Manual” means the manual referred to in Section I.F. 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 Operations Manual.

9. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
10. “COMESA” means the regional organization established and operating pursuant to the Treaty Establishing the Common Market for Eastern and Southern Africa, signed on November 5, 1993.
11. “Co-financier” means *Agence Française du Développement*.
12. “Co-financing” means, for purposes of paragraph 14 of the Appendix to the General Conditions, an amount of one hundred million Euros (EUR 100,000,000), to be provided by the Co-financier to assist in financing the Project.
13. “Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.
14. “DRC” means Democratic Republic of Congo.
15. “Eligible Beneficiary” means a beneficiary selected to receive a Performance-Based Grant or a Technical Solutions Grant pursuant to the criteria and procedures established in the Performance-Based Grants and Technical Solutions Grants Manuals; collectively referred to as “Eligible Beneficiaries”.
16. “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.
17. “Emergency Action Plan” means the plan referred to in Section I.F. 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.
18. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.F of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
19. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 23, 2024, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

20. “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.
21. “EU Africa Connect 4 Program” means the fourth phase of the program conducted by the European Union for supporting the development of national research and education network in Africa.
22. “FDSU” means *Fonds de développement des services universels*, the Recipient’s Universal Services Fund.
23. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023), with the modifications set forth in Section II of this Appendix.
24. “Grants” means collectively, the Performance-Based Grants and the Technical Solutions Grants.
25. “Grant Agreements” means collectively the Performance-Based Agreements and the Technical Solutions Grant Agreements.
26. “HEIs” means the Recipient’s higher education institutions.
27. “IT” means information technology.
28. “Malawi Financing Agreement” means the agreement on or about the date hereof under which the Association has agreed to extend to Malawi the amount of seventy million Dollars (USD 70,000,000) equivalent, to assist with financing activities related to the MPA Program.

29. "MdN" means *Ministère du Numérique*, the Recipient's ministry of digital, or any successor thereto.
30. "MPTNTIC" means *Ministère des Postes, Télécommunication et Nouvelles Technologies de l'Information et de la Communication*, the Recipient's ministry in charge of telecoms, or any successor thereto acceptable to the Association to carry out the Project.
31. "MPA Program" means the multiphase programmatic approach program designed to increase access to, and inclusive use of, internet and digitally-enabled services in Eastern and Southern Africa.
32. "NREN" means the Recipient's National Research and Education Network.
33. "Operating Costs" means the reasonable expenses incurred by the Recipient on account of Project implementation, based on an Annual Work Plan and Budget approved by the Association, including: expenditures for maintenance of equipment, facilities and vehicles used for Project implementation, fuel, routine repair and maintenance of equipment, vehicles and office premises, communication and insurance costs, use of internet costs, stationery and other office supplies, utilities used for Project implementation, consumables, transport costs, travel, travel *per diem* costs, and accommodation expenses, workshop venues and materials, and costs of printing, photocopying and advertising, office rentals, bank charges, salaries of non-consultant contracted employees, but excluding salaries, top-ups, honoraria, or allowances of the Recipient's staff.
34. "Participating Countries" means the Recipient and the other countries referred to in the preamble to this Agreement, and those that will participate in the future operations under the MPA Program.
35. "Performance-Based Grant" means a grant to be made out of the proceeds of the Financing under Parts 3.1(b) and 3.2(b) of the Project under terms and conditions as set forth in the Performance-Based Grants Grants Manual; collectively referred to as "Performance-Based Grants".
36. "Performance-Based Grant Agreement" means an agreement governing the provision of a Performance-Based Grant, referred to in Section I.D.2 of Schedule 2 to this Agreement.
37. "Performance-Based Grants Manual" means the manual for the implementation of the Performance-Based Grants under Parts 3.1(b) and 3.2(b) of the Project, referred to in section I.B.2 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written approval of the Association.

38. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
39. “Preparation Advance” means the advance no. V5060-ZR 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 December 1, 2023, and the Recipient on December 15, 2023.
40. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
41. “Project Implementation Unit” or “PIU” means the unit within the MPTNTIC referred to in Section I.A.1(a) of Schedule 2 to this Agreement.
42. “Project Operations Manual” or “POM” means the manual for the Project referred to in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written approval of the Association.
43. “Project Steering Committee” means the committee referred to in Section I.A.1(b) of Schedule 2 to this Agreement.
44. “Regional Bodies” means the regional organization participating in the MPA Program, namely, COMESA, and other regional organizations that may participate in future projects under the MPA Program.
45. “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.
46. “SME” means small or medium enterprise.
47. “SOCOF” means *Société Congolaise de Fibre Optique*, the Recipient’s Congolese Fiber Optic Company.
48. “Technical Committee” means the committee referred to in Section I.A.1(c) of Schedule 2 to this Agreement.

49. “Technical Solutions Grant” means a grant to be made out of the proceeds of the Financing under Part 3.2(c) of the Project under terms and conditions set forth in the Technical Solutions Grants Manual; collectively referred to as “Technical Solutions Grants”.
50. “Technical Solutions Grant Agreement” means an agreement governing the provision of a Technical Solutions Grant, referred to in Section I.D.2 of Schedule 2 to this Agreement.
51. “Technical Solutions Grants Manual” means the manual for the implementation of the Technical Solutions Grants under Part 3.2(c) of the Project, referred to in section I.B.2 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written approval of the Association.
52. “Training” means the reasonable costs associated with training, workshops and study tours provided under the Project, based on an Annual Work Plan and Budget approved by the Association, consisting of reasonable expenditures (other than expenditures for consultants’ services) for: (a) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training and by non-consultant training facilitators; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.

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. Section 3.04 (Interest Charge) is deleted in its 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.
3. In paragraph originally numbered 4, 66 and 81 of the Appendix, the terms “Amortization Schedule”, “Interest Charge” and “Payment Date” respectively are modified to read as follows:

“4. “Amortization Schedule” means the schedule for repayment of principal amount specified in the Financing Agreement for purposes of Sections 3.05 and 3.10.”

“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.”

“81. “Payment Date” means each date specified in the Financing Agreement occurring on or after the date of the Financing Agreement on which Service Charges, Interest Charges, Commitment Charges, and other Credit charges and fees (other than the Front-end Fee) are payable, as applicable.”

4. Paragraph 100 (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.