
CREDIT NUMBER 7444- GN

Financing Agreement

(Digital Transformation for Africa /
Western Africa Regional Digital Integration Program - WARDIP)

between

REPUBLIC OF GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 7444- GN

FINANCING AGREEMENT

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

WHEREAS:

(A) Western Africa region faces pronounced disparities in terms of broadband connectivity, access and usage, which impedes inclusive access to broadband.

(B) The Participating Countries and the Regional Bodies intend to coordinate among each other for the carrying out of a series of activities to be implemented by the Participating Countries and the Regional Bodies to increase broadband access and usage in Participating Countries and to promote the establishment of a single digital market in Western Africa.

(C) As a first step to increase broadband access and usage and establish a single digital market, the Participating Countries and the Regional Bodies have developed, a set of activities and decided to implement it in a coordinated manner, on the basis of their respective location, mandate and expertise:

(a) by a financing agreement to be entered into on or about the date hereof between the Republic of Guinea-Bissau (“Guinea-Bissau”) and the Association (“Guinea-Bissau Financing Agreement”), the Association will extend to Guinea-Bissau a grant of an amount approximately equivalent to US\$ 60,000,000, to assist Guinea-Bissau in financing its activities, on the terms and conditions set forth in the Guinea-Bissau Financing Agreement;

(b) by a financing agreement to be entered into on or about the date hereof between the Islamic Republic of Mauritania (“Mauritania”) and the Association (“Mauritania Financing Agreement”), the Association will extend to Mauritania a credit of an amount approximately equivalent to US\$ 60,000,000, to assist Mauritania in financing its activities on the terms and conditions set forth in the Mauritania Financing Agreement;

(c) by a financing agreement to be entered into on or about the date hereof between the Republic of The Gambia (“The Gambia”) and the Association (“The Gambia Financing Agreement”), the Association will extend to The Gambia a grant of an amount approximately equivalent to US\$ 50,000,000, to assist The Gambia in financing its activities on the terms and conditions set forth in The Gambia Financing Agreement;

(d) by a financing agreement to be entered into on or about the date hereof between the Association and the African Union (“AU”) (“AU Financing Agreement”), the Association will extend to the AU a grant of an amount approximately equivalent to US\$ 6,000,000, to assist the AU in financing its activities on the terms and conditions set forth in the AU Financing Agreement;

(e) by a financing agreement to be entered into on or about the date hereof between the Association and the Economic Community of the West African States (“ECOWAS”) (“ECOWAS Financing Agreement”), the Association will extend to ECOWAS a grant of an amount approximately equivalent to US\$ 10,500,000, to assist ECOWAS in financing its activities on the terms and conditions set forth in the ECOWAS Financing Agreement;

(f) by a financing agreement to be entered into on or about the date hereof between the Association and the Smart Africa Alliance (“SAA”) (“SAA Financing Agreement”), the Association will extend to the SAA a grant of an amount approximately equivalent to US\$ 20,000,000, to assist the SAA in financing its activities on the terms and conditions set forth in the SAA Financing Agreement; and

(g) the Recipient, having satisfied itself as to the feasibility and priority of its activities, has requested the Association to assist in their financing.

NOW, THEREFORE, 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 — CREDIT

- 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 sixty million Dollars (US\$60,000,000) (variously, “Credit” and “Financing”), to contribute to the financing of 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 February 15 and August 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.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Guinea Respective Part of the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of the Economy and Finance
Boulevard de Commerce
P. O. Box 579
Conakry
Guinea; and

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

E-mail:
ministre.mefp@gouvernement.gov.gn

- 5.03. For purposes of Section 11.01 of the General Conditions:
 - (a) The Association's address is:

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

(b) the Association's Electronic Address is:

| | |
|--------------|-------------------|
| Telex: | Facsimile: |
| 248423 (MCI) | (+1) 202-477-6391 |

AGREED as of the Signature Date.

REPUBLIC OF GUINEA

By

M. Moussa Cissé

Authorized Representative

Name: M. Moussa Cissé _____

Title: Ministre de l'Economie et des Finances _____

Date: 14-Dec-2023 _____

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Boutheina Guermazi

Authorized Representative

Name: Boutheina Guermazi _____

Title: Director, Regional Integration _____

Date: 14-Dec-2023 _____

SCHEDULE 1

Project Description

The objectives of the Project are to increase broadband access and usage in Participating Countries and to advance integration of digital markets in Western Africa.

The Project consists of the following parts:

Part 1: Enabling Environment for the Establishment of an African Single Digital Market

Part 1.1: Legal and regulatory environment for an African single digital market

Support the implementation of the AU Digital Transformation Strategy for Africa (2020-2030) for the development of an African single digital market, through: (a) support to the monitoring and evaluation of the implementation of the AU Digital Transformation Strategy for Africa (2020-2030) and its sectoral components, and the carrying out of its mid-term review; (b) the development of green continental digital infrastructure guidelines and policy framework to improve resilience and sustainability of digital infrastructure and mitigate their climate impact, especially linkages with energy and agriculture; (c) the development and implementation of the cross-border data flow framework; (d) the development of country-level assessment plans and annual audits of their implementation; (e) the formulation of a continental cybersecurity strategy, the harmonization of cybersecurity legal frameworks across Africa and recommendations on potential update of the AU Convention on Cyber Security and Personal Data Protection (2014), as well as the socialization of the AU policy on child online protection; and (f) the development of the African common position as a contribution to the global digital compact in preparation of the UN Summit of Futures 2024.

Part 1.2: Institutional capacities for a continental single digital market

Build the skills of policymakers, current and future decisionmakers and regulators in Africa on harnessing the potential of green and inclusive digital transformation and contributing to the establishment of a single digital market, through: (a) the development of accredited courses in the areas of agile regulation for digital transformation and green digital transition and, on that basis; and (b) the implementation of capacity building activities (such as Regional in-person training events including training of trainers, self-paced and/or instructor-led online courses, webinars, and exchanges focused on peer learning) where participants are provided certification upon completion.

Part 2: Connectivity Market Development and Integration

2.1: Legal, regulatory, and institutional capacity for the telecommunications sector and digital economy

Support the strengthening, modernization, and harmonization of the legal, regulatory, and institutional frameworks governing the telecommunications sector to foster Regional and national competition and private sector investments and promote Regional and national climate-resilient, energy-efficient solutions, through:

- (a) (A) the design, implementation, and evaluation of policies and regulations at the national and Regional levels for the development of the national and Regional digital economy, embedding a gender lens and accessibility for people with disabilities, and (B) the transposition of Regional policies and strategies at national level following continental standards and guidelines, in a manner which focuses on the Specifically Identified Needs in: (i) Guinea, (ii) Guinea Bissau, (iii) Mauritania, and (iv) The Gambia;
- (b) the establishment of, and provision of technical assistance to, national-level entities to coordinate and supervise the implementation of digital initiatives, in a manner which focuses on the Specifically Identified Needs in: (i) Guinea, and (ii) Guinea-Bissau;
- (c) the strengthening of resources and capacities to monitor network performance and conformance, and the implementation of capacity building activities to remove policy, legal, and regulatory barriers that impede effective competition in the telecommunications/broadband sector, through the improvement and harmonization of regulatory guidelines at the national level in a manner which focuses on the Specifically Identified Needs in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, (iv) The Gambia, and (v) at the Regional level;
- (d) the development and implementation of protocols aligned with international best practices and of national legal, regulatory and institutional frameworks resulting from the implementation of Part 1.1 of the Project, for greening digital infrastructure (including reducing/adapting to potential environmental impact and leveraging renewable energy resources) at the national level in a manner which focuses on the Specifically Identified Needs in: (i) Guinea-Bissau, (ii) Mauritania, and (iii) at the Regional level;

2.2: International and national backbone network infrastructure

Support the deployment of key missing links, to increase resilience and coverage of international and core backbone network infrastructures, through:

- (a) the deployment, including through the provision of transaction advisory services, assessment of Participating Countries' special purpose vehicles established to manage critical telecommunications infrastructure assets, as well as public funds and catalytic financing to encourage private sector investment, of: (A) submarine international infrastructure as part of the first phase of the Amilcar Cabral fiber optic cable, in: (i) Guinea, and (ii) The Gambia, (B) core backbone network

infrastructure in: (i) Guinea-Bissau, and (ii) Mauritania; and (C) the provision of transaction advisory services for the preparation of subsequent phase of the Amilcar Cabral at the Regional level;

- (b) the implementation of the recently or yet to be established internet exchange points, including technical assessments for improvement of existing internet exchange points, improvement of the regulatory framework, capacity building of technical teams, upgrade of equipment, promoting local and Regional peering, improvement of the internet exchange points' service offer, and the establishment of strategic partnership with international content providers, in (i) Guinea, and (ii) Guinea-Bissau; and
- (c) the establishment and upgrade of the national research and education network and its linkage to the research and education network in Western and Central Africa, along with the connection of select education institutions to high-speed internet, with pre-purchase of internet bandwidth, provision of a network operation center, acquisition of network equipment, and capacity building support, including technical assistance for analytical and technical studies, in: (i) Guinea-Bissau, (ii) Mauritania, and (iii) The Gambia.

Part 3: Data Market Development and Integration

3.1: Data safeguards: legal, regulatory, and institutional capacity for cybersecurity and data protection

Support the implementation of data safeguards to promote trust in harmonized data transactions and enhance security of the digital infrastructure across the region, through:

- (a) (A) the harmonization and update of the legal, regulatory, and technical frameworks governing cybersecurity in response to evolving technology and continental, Regional and national threat trends in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, (iv) The Gambia; and (B) the development and implementation of training and capacity building activities for government cyber professionals, judicial and law enforcement staff, as well as awareness campaigns, and events that target women and youth to promote career opportunities in cybersecurity, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, (iv) The Gambia, and the carrying out of a feasibility study to establish a Regional cybersecurity training center, and (v) at the Regional level;
- (b) the development and implementation of national cybersecurity operational frameworks aligned with Regional and continental standards, such as a national crisis management, public-private partnerships, and critical information infrastructure protection, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia;

- (c) the establishment of (A) security operation centers in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, (iv) The Gambia, and (v) at the Regional level; and (B) national computer emergency response teams in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia, to monitor, prevent, detect, investigate, and respond to cyber threats in government ICT infrastructure in a harmonized manner consistent with their commitments to FIRST; and
- (d) (A) establishment or strengthening of a dedicated regulatory body responsible for data protection and privacy with an objective to safeguard personal information while facilitating cross-border data flows across sectors, including its institutional set up, organizational structure and operational framework, equipment to operate and staff, (B) development and implementation of data protection policies and guidelines in line with continental and Regional standards, and (C) development and implementation of capacity building programs and awareness campaigns for individuals and organizations on the importance of data protection and privacy, all in a manner which focuses on the Specifically Identified Needs, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia.

3.2: Data enablers: Data regulations for Regional data flow and data infrastructure

Support the establishment of a harmonized policy, legal, and regulatory framework that encourages domestic and cross-border data flows while establishing secure, cost-effective, sustainable data hosting and management mechanisms, through:

- (a) the development of a national policy, legal, and regulatory framework following Regional and continental standards and guidelines to facilitate use, re-use, and sharing of data across Regional data markets through openness, interoperability, and portability, including assessing data flow volumes in Regional and domestic data markets and identifying key restrictions on the free flow, storage, and processing of data in national, Regional, and continental data centers, with a view of attracting private sector investment, in a manner which focuses on the Specifically Identified Needs, in: (i) Guinea-Bissau; and (ii) Mauritania;
- (b) the readiness assessment, development and implementation of strategies for a government cloud using climate resilience measures, and the optimization of its operations (including business and marketing strategy) and the provision of equipment and capacity building for initial implementation of the cloud strategy, in: (i) Guinea-Bissau; and (ii) Mauritania;
- (c) the modernization and upgrading of national data centers, including (A) feasibility studies to identify potential investment needs, governance model options and private sector participation, recommendations on energy efficiency measures and climate risks; and (B) data migration, equipment, and capacity-building, all in The Gambia;

Part 4: Online Market Development and Integration

4.1: Digital adoption for Regional integration: e-commerce, digital entrepreneurship, and digital skills

Support digital innovation and productivity growth and readiness of individuals and business to participate in the digital economy, through:

- (a) the implementation of the ECOWAS E-commerce Strategy (2023-2027) and its implementation plan, with a focus on promoting e-commerce adoption by women, youth, and persons with disabilities, including updating legal and regulatory frameworks to achieve a more harmonized Regional approach to domestic and cross-border e-commerce markets, supporting SMEs, improving data collection, and providing financing, technical assistance, and capacity-building for national and Regional government officials to facilitate growth of e-commerce transactions and deliveries (e.g., digital addressing system) in: (i) Guinea, (ii) Mauritania, (iii) The Gambia, and (iv) at the Regional level ;
- (b) the establishment of strategies, policies, and regulations for a digital innovation ecosystem that promotes growth of digital startups and digital adoption by small and medium enterprises, leveraging opportunities from a Regional integrated digital market, in: (i) Guinea, and (ii) Mauritania;
- (c) the design and implement a program to improve the quality of services provided by entrepreneur support organizations to enhance digital entrepreneurship and digital adoption, including through: (A) connection with Regional initiatives for learning and capacity building, activities for the dynamization of the ecosystem, facilitation for the development of prototype solutions by entrepreneurs, with a focus on women, youth and persons with disabilities; and (B) the rehabilitation of existing infrastructures to serve as digital innovation centers and digital learning centers, and the provision of equipment needed for digital skills and digital entrepreneurship programs, all in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia; as well as (C) provision of subgrants to entrepreneurs in Guinea-Bissau;
- (d) the development and implementation of digital skills policies, including capacity building and digital skills training programs (on the job training, training placement support, training of trainers) aligned with continental, Regional, and local labor market needs, with a focus on women, youth and persons with disabilities, as well as the development of a database of trained and certified graduates and trainers on intermediate and advanced digital skills, all in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia.

4.2: Access and use of digital financial services

Promote innovation, investment, and adoption of digital financial services across the region, through:

- (a) for the provision of technical assistance to support cross-border payment and settlement systems integration, the development of policy and regulatory frameworks and capacity for financial regulators, overseers and supervisors in charge of digital payments and e-transactions, in a manner which focuses on the Specifically Identified Needs, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) at the Regional level;
- (b) the establishment and/or strengthening of critical underlying payments infrastructures, such as national payment switches, automated clearing houses, and/or real-time gross settlement systems, with fast payments functionalities, include technical assistance to conduct feasibility studies and identify requirements, in a manner which focuses on the Specifically Identified Needs in: (i) Mauritania; and (ii) The Gambia;
- (c) the development of national payments and financial literacy strategies and financial education programs to meet the needs of targeted populations (with a focus on women, rural population, and persons with disabilities), in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia;
- (d) the development or strengthening of a digital merchant payment ecosystem, through assessments and roadmaps to increase uptake of merchant acceptance by digital financial users and merchants, and support interoperability, in a manner which focuses on the Specifically Identified Needs, in: (i) Guinea, (ii) Guinea-Bissau, and (iii) Mauritania.

4.3: Digital government services for Regional integration

Support delivery of digital public services to individuals and businesses to accelerate the development of a Regional online market, through:

- (a) operationalization of entities in charge of developing whole government digitalization strategies, including equipment, capacity building and training, and the provision of technical assistance for the development of national strategies, enterprise architecture and interoperability frameworks, awareness campaigns, business continuity and disaster recovery plans for the public sector, in a manner which focuses on the Specifically Identified Needs, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia;

- (b) the establishment of cross-cutting enablers for digital government or core layers of digital public infrastructure, such as payment platforms and data exchange platforms, including provision of technical assistance for the review and update of policies, legislation, and regulations considering continental and Regional frameworks, feasibility studies to design and implement the digital public infrastructure, and equipment and related capacity-building training of government officials, and when needed, assessment and feasibility studies for digital identification, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia;
- (c) the development list of priority public digital services to promote Regional integration in Western Africa and related e-government strategies, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, (iv) The Gambia; and (v) at the Regional level; and
- (d) the digitization of selected key public services and business process reengineering to support end-to-end digitization of government-to-business and government-to-citizen transaction services for Regional integration; and the establishment of a one-stop-shop for accessing public services and information, including feasibility studies, in a manner which focuses on the Specifically Identified Needs, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia.

Part 5: Project Management and Implementation Support

Support management and coordination of the implementation of Project activities, including procurement, financial management, monitoring and evaluation, communication, environmental and social aspects and citizen engagement, including the day-to-day operation dedicated entities included in the institutional arrangement for the Project, capacity strengthening and audits, by: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, (iv) The Gambia; (v) AU, (vi) ECOWAS, and (vii) SAA.

Part 6: Contingent Emergency Response

Provide immediate response to an Eligible Crisis or Emergency, as needed, in: (i) Guinea, (ii) Guinea-Bissau, (iii) Mauritania, and (iv) The Gambia.

SCHEDULE 2

Execution of the Guinea Respective Part of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Steering Committee

- (a) The Recipient shall, not later than three (3) months after the Effective Date, establish in the MPTEN for the Guinea Respective Part of the Project, and thereafter maintain throughout the period of implementation of the Guinea Respective Part of the Project, a committee, with attributions, composition and resources acceptable to the Association (“Guinea Project Steering Committee” or “GNPSC”), through legal instruments in form and substance acceptable to the Association.
- (b) Without limitation to Section I.A.1(a) of this Schedule, the GNPSC shall be chaired by the Minister of the MPTEN or his representative, and include representatives of the Recipient’s ministries responsible for finance, budget, trade, industry, and SMEs, environment and sustainable development, higher education, scientific research and innovation, technical education, vocational training and employment, (all such representatives being selected at a sufficiently high level to be duly authorized to make policy decisions). On an ad hoc basis, other experts as may be needed to review the matter under consideration may be invited to participate in meetings of the GNPSC.
- (c) Without limitation to Section I.A.1(a) of this Schedule, the GNPSC shall meet at least on a six (6) month- basis, and shall be responsible to provide strategic guidance and oversight of the Guinea Respective Part of the Project, ensure efficient communication and robust stakeholder coordination, evaluate recommendations and requests that have policy and institutional implications, approve annual work plans and budgets, monitor implementation progress, assess and approve corrective measures when needed.

2. Project Technical Committee

- (a) The Recipient shall, not later than three (3) months after the Effective Date, establish in MPTEN for the Guinea Respective Part of the Project, and thereafter maintain throughout the period of implementation of the Guinea Respective Part of the Project, a technical committee, with attributions, composition and resources acceptable to the Association

(“Guinea Technical Committee” or “GNTC”), through legal instruments in form and substance acceptable to the Association.

- (b) Without limitation to Section I.A.2(a) of this Schedule, the GNTC shall be chaired by the General Secretary of the MPTEN or his or her designated representative, and include other relevant senior staff of MPTEN, representatives of the Recipient’s regulatory authority for the telecommunications sector, the Recipient’s entities respectively responsible for state digitization, information systems security, submarine capable management, personal data protection, and the representatives of the Recipient’s ministries respectively responsible for finance, budget, trade, and a representative from the Recipient’s central bank. On an ad hoc basis, other experts as may be needed to review the matter under consideration may be invited to participate in meetings of the GNTC.
- (c) Without limitation to Section I.A.2(a) of this Schedule, the GNTC shall meet on a regular basis to provide technical support as may be needed by the GNPIU for the timely implementation of the activities included in the Guinea Respective Part of the Project and operationalize strategic decisions made by the GNPSC, on the basis of regular review progress made and overall monitoring and evaluation.

3. Project Implementation Unit

- (a) The Recipient shall, maintain throughout the period of implementation of the Guinea Respective Part of the Project, in MPTEN, a team of experts (collectively referred to as the “Guinea Project Implementation Unit” or “GN PIU”) with composition, attribution and resources acceptable to the Association, including staff and consultants in adequate number, each appointed or recruited on the basis of terms of reference, qualifications and experience acceptable to the Association, for the purpose of coordinating and supervising the implementation of the Guinea Respective Part of the Project.
- (b) Without limitation to Section I.A.3(a) of this Schedule, the GN PIU shall include the following key staff or consultants: (i) a project coordinator; (ii) a financial management specialist; (iii) a procurement specialist; (iv) a social specialist and, from a date not later than three (3) months after the Effective Date, (v) a project assistant; (vi) a monitoring and evaluation specialist; (vii) an accountant; (viii) three technical specialists, respectively, for broadband and connectivity, digital financial services, and digital public services; (ix) a communication specialist, (x) an internal auditor; and (xi) an environmental specialist and other staff as may be specified in the ESCP.

- (c) Without limitation to Section I.A.3(a) of this Schedule, the GN PIU shall be responsible for the day-to-day management of the activities included in the Guinea Respective Part of the Project, including technical, fiduciary and environmental and social responsibilities, the preparation of plans and reports, including the preparation of annual work plans and budgets with input from beneficiaries of the activities, key stakeholders, and partners, the development and consolidation of procurement plans and carrying out of procurement and contract management, the measurement of the performance indicators agreed with the Association to monitor the performance of the Guinea Respective Part of the Project and the development of recommendations for adjustments in case of need, the management of environmental and social risks, impacts and mitigation, and such other functions as may be detailed in the Guinea PIM.

4. Regional Project Coordination Committee

For the operationalization of the Regional Project Coordination Committee, the Recipient shall designate, no later than one (1) week after the date of establishment of the RPCC, a representative with the qualification and experience which shall enable such representative to efficiently contribute to the activities of the RPCC, and the Recipient shall thereafter ensure that such representative actively participates in the activities of RPCC throughout the period of implementation of the Project, in accordance with the attributions and rules of operation of the RPCC.

5. Other implementation Arrangements

- (a) To facilitate the implementation of the activities included in the Guinea Respective Part of the Project, and the collaboration between the GN PIU, the members of the GNTC and the agencies whose mandate it is to implement such activities, the Recipient shall ensure that memoranda of understanding are entered into between the GN PIU and such agencies, prior to the commencement of the related activities, all as further detailed in the Guinea PIM.
- (b) For the implementation of the activities of Part 2.2 of the Project which are included in the Guinea Respective Part of the Project, the Recipient shall ensure, to the extent that it is under its control, that:
 - (i) such activities incorporate energy efficiency, sustainability and renewable energy measures to reduce carbon dioxide emissions, and are designed to better withstand natural disaster and climate related risks;

- (ii) such activities are developed on the basis of an analysis of options assessed for their design, construction, financing and operation on an open access basis;
- (iii) such activities are developed to increase resilience and coverage of international and core backbone network infrastructures; and
- (iv) for the design and development of such activities, transaction advisory services are provided, including to define the detailed technical specifications, and the environmental and social impacts, develop the public-private partnership transaction structures and facilitate their establishment, all as further detailed in the Guinea PIM.

B. Project Implementation Manual

1. The Recipient shall, not later than three (3) months after the Effective Date, update in a manner acceptable to the Association, its manual for the implementation of the Guinea Respective Part of the Project (“Guinea Project Implementation Manual” or “Guinea PIM”), which shall include: (a) a detailed and sequenced description of the activities included in the Guinea Respective Part of the Project, with a timeline, planning and budgeting procedures and staffing plan, (b) descriptions and guidelines for the application of all implementation, monitoring and evaluation arrangements, reporting, financial management procedures, contract management, grievance redress mechanism, procurement procedures and procedures to implement to comply with the Anticorruption Guidelines and the Environmental and Social Standards, including resources building plans and inspection matters; (c) definition and guidelines for deploying the submarine cable infrastructure, including: public private partnerships or other models with the operators (in particular for ensuring optimization of the Recipient resources in those partnerships), and the obligations of the operators in return for the contribution from the Recipient including the principles to follow to ensure open and non-discriminatory access to the infrastructure built through the project, and the principles which ensure reasonable prices for the end-user; and (d) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for purposes of implementing the Guinea Respective Part of the Project.
2. The Recipient shall carry out the Guinea Respective Part of the Project in accordance with the Guinea PIM. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the provisions of the Guinea PIM without prior approval of the Association.
3. In the event of any conflict between the provisions of the Guinea PIM and this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget

1. The Recipient shall, not later than one (1) month after the Effective Date for the Fiscal Year in which this Agreement shall become effective, and November 30 of each subsequent Fiscal Year, consolidate and furnish to the Association for the Association's no objection, a consolidated annual program of activities proposed for implementation under its Respective Part of the Project during the following Fiscal Year, together with a proposed budget which shall include the funds from the Financing, as well as any other funds which may become available for the implementation of its Respective Part of the Project.
2. Without limitation to the provision of Section I.C.1 of this Schedule, each annual work plan and budget prepared under Section I.C.1 of this Schedule shall set forth: (a) a detailed description of the planned activities, including any proposed conferences and training, under its Respective Part of the Project for the period covered by the plan; (b) the sources and proposed use of funds for such activities; (c) procurement and environmental and social arrangements to assess and mitigate the impacts of such activities, as applicable; and (d) responsibility for the execution of said activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity.
3. The Recipient shall exchange views with the Association on each such proposed consolidated annual work plan and budget and take into account comments which the Association may have before finalizing its annual work plan and budget not later than one (1) month after the date referred to in Section I.C.1 of this Schedule (once finalized, an "Annual Work Plan and Budget").
4. The Recipient shall carry out the activities included in each of the Annual Work Plans and Budgets during the Fiscal Year to which they relate. Annual Work Plans and Budgets may be revised during the Fiscal Year to which they relate, with the prior written agreement of the Association.

D. Environmental and Social Standards

1. The Recipient shall ensure that the Guinea Respective Part of 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 Guinea Respective Part of the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;

- (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
- 3. Without limitation upon the provisions of Paragraph 2 immediately above, if seven (7) months prior to the Closing Date (or such other date which the Association considers adequate in light of this shortcoming), 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 six (6) months before the Closing Date (or such other date which the Association considers adequate in light of this shortcoming), prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
- 4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 5. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental

and social instruments referenced therein and the Environmental and Social Standards.

6. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Guinea's Respective Part of the 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.
7. The Recipient shall ensure that all bidding documents and contracts for civil works under the Guinea Respective Part of the Project include the obligation of contractors, and 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.

E. Part 6 of the Project: Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 6 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 nor 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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall furnish to the Association each Guinea Respective Part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities included in its Respective Part of the Project, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Credit

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 Credit to: (i) finance Eligible Expenditures; and (ii) 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 Credit Allocated (expressed in USD) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|--|--|---|
| (1) Goods, works, non-consulting services, consulting services, Training and Operational Costs, for Guinea Respective Part of the Project excluding Part 6 | 56,800,000 | 100% |
| (2) Refund of Preparation Advance | 3,200,000 | Amount payable pursuant to Section 2.07 (a) of the General Conditions |
| (3) Emergency Expenditures under Part 6 of the Project | 0 | 100% |
| TOTAL AMOUNT | 60,000,000 | |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) under Category (3), for Emergency Expenditures under Part 6 of the Project, unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said Emergency 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 (3); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
- (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association and is in compliance with all its obligations under the CERC Manual and Emergency Action Plan at the time of the application for the withdrawal of funds; and
- (iii) the Recipient has ensured that all Environmental and Social Standards instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.E. of this Schedule.

2. The Closing Date is December 29, 2028.

SCHEDULE 3

Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|---|--|
| On each February 15 and August 15: commencing on February 15, 2034, to and including August 15, 2073 | 1.25% |

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

APPENDIX

Definitions

1. “African Union” or “AU” means the union established by the Constitutive Act of the African Union adopted on July 11, 2000.
2. “Annual Work Plan and Budget” means the plan and corresponding budget to be prepared annually by the Recipient in accordance with Section I.C.1 and 2 of Schedule 2 to this Agreement, which has been finalized in a manner which incorporates the comments provided by the Association in accordance with Section I.C.3 of Schedule 2 to this Agreement.
3. “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.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CERC Manual” means the manual referred to in Section I.E.1 (a) 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 Guinea PIM.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 6 of the Project to respond to an Eligible Crisis or Emergency.
7. “ECOWAS” means the Economic Community of West African States (ECOWAS), established by treaty signed on May 28, 1975.
8. “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.
9. “Emergency Action Plan” means the plan referred to in Section I.E.1(a) detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
10. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.E.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated October 12, 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.
12. “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; and “ESS” means any and each of the ESSs.
13. “FIRST” mean the Forum of Incident Response and Security Teams an association of incident response teams with global coverage founded for better coordination of incident response activities between organizations, during major cybersecurity incidents, formally incorporated on August 7, 1995.
14. “Fiscal Year” means a period of twelve consecutive calendar months starting on January 1 each year.
15. “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).
16. “Guinea Project Implementation Manual” or “Guinea PIM” means, collectively, the set of Recipient’s manuals for the implementation of the Guinea Respective Part of the Project, which constitute the Recipient’s documents entitled, respectively, “*Manuel des Procédures Administratives, Comptables et Financières*” dated October 2023, “*Manuel des Procédures d’Acquisition de Biens*”

et Services” dated October 2023, and “*Manuel d’Exécution du Projet WARDIP*” dated October 2023.

17. “Guinea Project Implementation Unit” or “GN PIU” means the team of experts established in MPTEN, for the preparation and implementation of the Guinea Respective Part of the Project, comprising as of the Signature Date, a coordinator, a procurement specialist, a financial management specialist, and a social specialist, as well as other experts to be recruited in accordance with Section I.A.3(b) of Schedule 2 to this Agreement.
18. “Guinea Project Steering Committee” or “GNPSC” means the steering committee to be established for the Guinea Respective Part of the Project, in accordance with Section I.A.1 of Schedule 2 to this Agreement.
19. “Guinea Technical Committee” or “GNTC” means the technical committee to be established for the Guinea Respective Part of the Project, in accordance with Section I.A.2 of Schedule 2 to this Agreement.
20. “Guinea Respective Part of the Project” or “Respective Part of the Project” when referring to Guinea, means, collectively, Part 2.1(a)(B)(i), Part 2.1(b)(i), Part 2.1(c)(i), Part 2.2(a)(i), Part 2.2(b)(i), Part 3.1(a)(A)(i) and (B)(i), Part 3.1(b)(i), Part 3.1(c)(A) and (B)(i), Part 3.1(d)(A), (B) and (C)(i), Part 4.1(a)(i), Part 4.1(b)(i), Part 4.1(c)(A) and (B)(i), Part 4.1(d)(i), Part 4.2(a)(i), Part 4.2(c)(i), Part 4.2(d)(i), Part 4.3(a)(i), Part 4.3(b)(i), Part 4.3(c)(i), Part 4.3(d)(i), Part 5(i), and Part 6(i) of the Project.
21. “ICT” means information and telecommunication technologies.
22. “MPTEN” means *Ministère des Postes, des Télécommunications et de l’Economie Numérique*, the Recipient’s ministry responsible for digital economy.
23. “Operating Costs” means the reasonable incremental operating expenses, recorded in the Annual Work Plan and Budget to which the relate, incurred by or on behalf of the Recipient on account of its Respective Part of the Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, public awareness-related media expenditures, travel and supervision costs, *per diem*, additional staff costs, but excluding the salaries, indemnities and meeting allowances, other sitting allowances, salary top ups and all honoraria of officials and public servants of the Recipient.
24. “Participating Countries” means, collectively and indistinctively, the Recipient, Guinea-Bissau, Mauritania and The Gambia; and “Participating Country” means individually any of the Participating Countries.

25. “Participating Country Financing Agreement” means any of the financing agreements listed in paragraphs (C) of the Preamble, as such agreement may be amended from time to time, and including all appendices, schedules and agreements supplemental thereto; and “Participating Countries Financing Agreements” means, collectively, more than one Participating Countries Financing Agreement.
26. “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.
27. “Preparation Advance” means, collectively, the two advances referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient, respectively, pursuant to the letter agreement signed on behalf of the Association and on behalf of the Recipient on June 22, 2022, and the letter agreement signed on behalf of the Association on October 5, 2023 and on behalf of the Recipient on October 25, 2023.
28. “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.
29. “Regional Bodies” means collectively, African Union, ECOWAS and Smart Africa Alliance.
30. “Regional Coordination Project Committee” or “RCPC” means the committee to be established for the Project by ECOWAS in accordance with Section I.A.2 of Schedule 2 to the ECOWAS Financing Agreement.
31. “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.
32. “Smart Africa Alliance” or “SAA” means multilateral organization established among its members by the Agreement establishing the Smart Africa Alliance dated November 10, 2021.
33. “SMEs” means micro, small and medium enterprises.

34. “Specifically Identified Needs” means the detailed Project activities to be implemented by the Participating Countries and Regional Bodies, identified on the basis of their respective needs, as further described in the manuals referred to in the respective Participating Country Financing Agreement or Regional Body Financing Agreement, as the case may be.
35. “Training” means the reasonable cost of training under the Recipient’s Respective Part of the Project, recorded in the Annual Work Plan and Budget to which they relate, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.