
GRANT NUMBER E114-SL

Financing Agreement

(Sierra Leone Digital Transformation Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

GRANT NUMBER E114-SL

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SIERRA LEONE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to thirty-seven million one hundred thousand Special Drawing Rights (SDR 37,100,000) (“Financing”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are March 15 and September 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

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

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has prepared and adopted, a Project Implementation Manual, in form and substance satisfactory to the Association.
 - (b) The Recipient has: (i) established the Project Coordination Unit (PCU) with functions, and terms of reference satisfactory to the association; (ii) hired to the PCU a Project coordinator, a procurement specialist, a financial management specialist, and a monitoring and evaluation specialist, all in accordance with the provisions of the Procurement Regulations; and (iii) put in place a financial management software system, acceptable to the Association.
 - (c) The Recipient has prepared, disclosed, consulted upon, and adopted, the following ESS Instruments: (i) Labor Management Procedures (LMP); and (ii) the Sexual Exploitation and Abuse, and Sexual Harassment (SEA/SH) Action Plan, all in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. 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 V — REPRESENTATIVE; ADDRESSES

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

Ministry of Finance
Treasury Building
George Street
Freetown, Sierra Leone; and

(b) the Recipient's Electronic Address is:

E-mail: fsecretary@mof.gov.sl

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 SIERRA LEONE

By



Authorized Representative

Hon. Dennis K. Vandi

Name: _____

MINISTER

Title: _____

13-Sep-2022

Date: _____

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Abdu Muwonge

Name: _____

Country Manager

Title: _____

06-Sep-2022

Date: _____

SCHEDULE 1

Project Description

The objective of the Project is to expand access to broadband internet, enhance digital skills and improve government capacity to deliver public services digitally.

The Project consists of the following parts:

Part A. Expanding Digital Access, and Increasing Resilience of Digital Environment

Improving broadband market competition, expanding access to broadband internet, and addressing existing digital divides, in particular:

1. Strengthening the upstream policy and regulatory environment in the broadband value chain in line with a Maximizing Finance for Development (MFD) approach, including:
 - (a) providing technical assistance to the sector regulator, *inter alia*, to:
 - (i) develop a business case and policy instruments to facilitate increased international gateway network redundancy; (ii) provide measures to address the climate vulnerabilities of the submarine landing cable to increase the overall climate resilience of digital infrastructure; and (iii) carry out a feasibility study for the operationalization of a Sierra Leone internet exchange point (SLIX), and implementation of said SLIX; and
 - (b) providing technical assistance to support review and reforms of policy and legal frameworks, including:
 - (i) developing an infrastructure sharing policy; and
 - (ii) conducting an institutional gap assessment of the National Communications Agency, and drafting related legislation and regulations, including: (A) Significant Market Power (SMP) legislation; (B) clear interconnection regulations; (C) tariff/cost studies to ensure fair pricing to boost market competition and increase affordability of broadband services; and (D) developing regulatory capacity for efficient spectrum monitoring and management.

2. Providing last-mile connectivity access to the selected public institutions, including MDAs, local government offices, hospitals and health clinics, and schools, at the central and local levels in Freetown, and secondary cities that currently do not have broadband access.
3. Addressing access gaps and digital divide issues and supporting digital access inclusion especially for women and the persons with disabilities, including:
 - (a) expanding access to internet connectivity in selected rural areas, *inter alia*:
 - (i) provision of financing of least-cost subsidy reverse auctions (“Subsidy Payments”) to eligible private sector providers (“Service Providers”) for deployment of shared infrastructure and mobile broadband services (3G/4G) in selected rural and remote areas (“Rural Mobile Broadband Program”); and
 - (ii) partnership with the private sector, National Communication Authority (NATCOM), Universal Access Development Fund (UADF), and academia to pilot and scale-up innovative technologies or business models for rural broadband deployment; and
 - (b) acquisition of assistive technology digital equipment to enable access to digital technologies and broadband internet for selected organizations for persons with disabilities.
4. Providing technical assistance to increase the overall resilience of digital environment by enhancing cybersecurity and climate resilience, and management of electronic waste (e-waste), through institutional capacity development, including:
 - (a) operationalization of Critical Information Infrastructure Protection (CIIP) to implement the Cybersecurity and Cybercrime Act of 2021, including provision of technical assistance, *inter alia*, to:
 - (i) identify priority sectors and systems to be considered as critical information infrastructure and develop a CIIP plan directive;
 - (ii) develop legal and regulatory frameworks for implementing the CIIP Plan;
 - (iii) develop sector/system-specific CIIP plans for the priority sectors;
 - (iv) develop risk registries and standard operating procedures for the selected priority critical information infrastructure;
 - (b) operationalization of the *National Cybersecurity Coordination Centre (NCCC) and National Computer Incident Response Team (N-CIRT)*, including the acquisition and installation of key operational infrastructure, such as a threat intelligence monitoring and management system, and developing the capacity of N-CIRT and provision of relevant training to

public service staff working in the relevant domains of cybersecurity across the government;

- (c) developing the Recipient's cyber expertise and skills capacity and enhancing day-to-day cybersecurity and online safety awareness and behavior, including: (i) provision of technical assistance to develop a national strategy and action plan on cybersecurity skills and cyber awareness; and (ii) implementing selected activities from said action plan, including the roll out of targeted events or campaign for cyber security awareness, cybersecurity capacity building, and provision of training to selected government official in IT departments of selected MDAs;
- (d) updating a cybersecurity maturity model assessment;
- (e) strengthening digital communication systems across the climate information value chain focusing on early warning system communication infrastructure deployment, early warning information generation, and last-mile information dissemination; and
- (f) developing an e-waste management policy framework based on a circular economy approach, and implementing said policy, including conducting quantitative and qualitative baseline surveys to assess the footprint of e-waste in Sierra Leone.

Part B. Digital Skills Development and Innovation

Tackling the digital literacy and innovation gaps, through the provision of digital skills training to youth, enabling them to develop and utilize digital skills to improve their livelihoods, in particular:

1. Providing targeted digital skills training, including:
 - (a) conducting a comprehensive market study to assess the supply and demand of digital skills;
 - (b) conducting feasibility assessment for the potential of the gig economy to provide youth with access to new and/or supplemental income opportunities;
 - (c) provision of digital literacy training scheme and certification targeting youth outside of the formal education system, with a focus on women and persons with disabilities; and

- (d) launching an innovation Series consisting of events for youth to leverage digital skills to address development challenges in their communities.
2. Providing training for selected use of drones cases, and strengthening regulatory capacity for relevant regulatory bodies such as National Civil Aviation Authority (NCAA) and NATCOM, including: (a) review and finalization of the draft Drone Regulation; (b) development of National Drone Policy and Strategy to set the strategic vision for maximizing the potential drone applications in responding to growing climate risks; (c) drone use cases development in prioritized sectors such as medical supply chain and for sectors addressing climate risks; and (d) provision of training and capacity building for drone operation in the identified use cases for drone practitioners and stakeholders.

Part C. Laying Key Foundations for Digital Government Services and Systems

Building the core infrastructure and institutional capacity to strengthen digital public service delivery, build prioritized services and systems, and enhance the government's operational efficiency, in particular:

1. Strengthening the enabling environment including reviewing, implementing, and modernizing policy, legal and regulatory framework to support and accelerate digital government, *inter alia*, review of the Data Protection and Privacy legislation, and Electronic Transactions Act, to align said draft laws with the international best practices, including:
- (a) developing and implementing the digital service standards to guide the ideation, design, implementation, and operation of citizen-centric services, including implementation of Enterprise Architecture (EA) and government interoperability framework (GIF), to enable efficient and secure intragovernmental data exchange;
 - (b) driving operational change management across MDAs, rolling out capacity building initiatives, mainstreaming EA to MDAs, and scaling the open data and data analytics efforts;
 - (c) provision of training and capacity building activities for selected MDAs to effectively analyze data for policymaking, including: (i) development of streamlined procedures for information disclosure and practice for regularly updating the disclosed data (e.g., quarterly, semi-annually); (ii) piloting the implementation of the data disclosure procedures and practice across selected MDAs; (iii) developing capacity of select MDAs for increasing data analytics with a particular focus on strengthening data-driven climate resilience measures for disaster risk management and early

warning practices; and (iv) partnerships with entrepreneurs and technology hubs to incentivize the use of open government data in the form of hackathons or challenge funds in tackling climate risks.

2. Strengthening key infrastructure and network for digital government service delivery, including: (a) addressing and implementing prioritized government network upgrade; (b) conducting a comprehensive assessment of the current government network, a transition strategy, and a phased implementation plan; (c) assessing gap of government data hosting and storage infrastructure; (d) establishing a common notification and communications platform to serve the needs of MDAs; and (e) establishing pilot Digital Access Points (DAPs) for citizens by leveraging on existing citizen-facing outlets.
3. Implementing prioritized digital services of high demand platform service landscape systems, including the development of: (a) *Government-to-Citizen (G2C) and Government-to-Business (G2B)*; (b) *Government-to-Government (G2G)*; (c) the development of the e-Cabinet system to increase efficiency in the workflow of the Cabinet Secretariat and to provide timely and adequate information to Ministers to support evidence-informed decision-making; (d) development of e-Parliament system to enable communication and information exchanges between Parliamentarians, and with their constituents; and (e) supporting the transition to e-Justice system to accelerate digitization and enhance efficiency of judicial services in Sierra Leone.

Part D. Project Management and Implementation Support

Strengthening the institutional capacity for Project management, in particular:

1. Building the human and institutional capacity of the Project Coordination Unit (PCU) for Project management, implementation, and coordination, including fiduciary (i.e., procurement, financial management) aspects, monitoring and evaluation, environmental and social management, project communication, and citizen engagement, all through the provision of technical advisory services, training, operating costs, and acquisition of goods.
2. Strengthening citizen engagement, including: (a) the development and implementation of a comprehensive grievance redress mechanism (GRM); (b) the development of a comprehensive citizen engagement strategy and national consultation mechanism; (c) qualitative user research to identify barriers to accessing and successfully using project-financed systems and services; and (d) surveying usage and satisfaction of users of project-financed systems and services.

Part E. Contingent Emergency Response Component

Providing immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Ministry of Information and Communications (MIC)

The Recipient shall, throughout the period of Project implementation, ensure that funds, facilities, and resources, are available to MIC for the purpose of ensuring prompt and efficient oversight, and overall coordination, and communication of the Project.

2. Project Steering Committee.

(a) The Recipient shall not later than sixty (60) days of the Effective Date, establish a steering committee (“Project Steering Committee” or “PSC”), and thereafter, maintain, throughout the period of Project implementation the said steering committee with mandate, composition, and resources, satisfactory to the Association.

(b) Without limitation upon the provisions of Section I.A.2 (a) above, the Project Steering Committee shall be responsible for, *inter alia*: (a) reviewing the overall progress of the Project, annual work plans and budgets; and (b) providing strategic and policy direction on all Project activities.

3. Project Coordination Unit

(a) The Recipient shall maintain, throughout the period of implementation of the Project, the Project Coordination Unit (PCU), with functions and resources, satisfactory to the Association.

(b) (i) The Recipient shall throughout the period of Project implementation, maintain the PCU with adequate staffing, including a Project coordinator, a deputy Project coordinator, a procurement specialist, a financial management specialist, a monitoring and evaluation specialist, an environment and social specialist, all with experience, qualifications, and terms of reference, satisfactory to the Association; and (ii) Except, as set forth in Section 4.01(b) of this Agreement, the Recipient shall not later than sixty (60) days of the Effective Date, recruit a deputy Project coordinator, in accordance with the Procurement Regulations.

- (c) Without limitation upon the provisions of Section I.A.3(a) above, the PCU shall be responsible for the day-to-day management, implementation, and coordination of Project activities, including preparing annual work plans and budgets, preparing procurement plans and managing procurement processes, contract management, monitoring compliance with environmental and social standards, and monitoring and evaluation.

B. Project Implementation Manual; Rural Mobile Broadband Program Manual

1. The Recipient shall prepare, adopt and thereafter carry out: (a) the Project (except Part A.3(a)(i) of the Project) in accordance with the provisions of a manual satisfactory to the Association (“Project Implementation Manual”); and (b) Part A.3(a)(i) of the Project in accordance with the provisions of a manual satisfactory to the Association (“Rural Mobile Broadband Program Manual”).
2. The Project Implementation Manual shall include the following provisions: (a) disbursement and financial management arrangements; (b) institutional administration, coordination and day-to-day execution of activities of the Project; (c) monitoring, evaluation, reporting and communication; (d) fiduciary aspects (*i.e.*, procurement and financial management); (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project; (f) arrangements for management and monitoring of environmental and social management aspects; (g) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice; and (h) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
3. The Rural Mobile Broadband Program Manual shall include the following provisions: (a) eligibility criteria for Service Providers; (b) activities under the pertinent Rural Mobile Broadband Program; (c) Subsidy Payments and Outputs; (d) the model Service Agreement; (e) detailed arrangements and procedures for appraisal, approval, administration and supervision, monitoring and evaluation of the pertinent Rural Mobile Broadband Program; (f) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice; and (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for Part A.3(a)(i) of the Project.
3. In case of any conflict between the arrangements and procedures set out in either the Project Implementation Manual or in the Rural Mobile Broadband Program Manual, and the provisions of this Agreement, the provisions of this Agreement shall prevail and, except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, or waive any provision of the Project Implementation Manual or the Rural Mobile Broadband Program Manual without the prior written agreement of the Association.

C. Annual Work Plan and Budget

1. Not later than November 30 in each calendar year, the Recipient shall prepare and furnish to the Association a draft annual work plan and budget for the Project for the subsequent calendar year of Project implementation, of such scope and detail as the Association shall have reasonably requested.
2. The Recipient shall afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association (“Annual Work Plan and Budget”). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.
3. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association prior written approval.

D. 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. Without limitation upon the provisions of paragraph 2 above, if sixty (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, and shall cause the Project Implementing Entity to: (a) not later than thirty (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.

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, including, 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 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 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. Rural Mobile Broadband Program, and Service Agreement

1. The Recipient shall ensure the proposals under the Rural Mobile Broadband Program are appraised and approved on the basis of the eligibility criteria established in the Rural Mobile Broadband Program Manual, and are carried out in accordance with the provisions of this Agreement, and the Rural Mobile Broadband Program Manual, the pertinent Service Agreement, and under terms and conditions approved by the Association

2. **Procedures and Eligibility Criteria**

Without limitation upon the terms and conditions that shall be established in the Rural Mobile Broadband Program Manual, a service provider shall be selected on the basis of an appraisal conducted in accordance with guidelines acceptable to the Association, and on a least-cost bid evaluation basis, as shall be detailed in the Rural Mobile Broadband Program Manual.

3. **Term(s) and Condition(s) of Grants**

Without limitation upon the foregoing, the Recipient shall make each Subsidy Payment under a Service Agreement with the Respective Service Provider in accordance with the Rural Mobile Broadband Program Manual and under terms of reference, satisfactory to the Association, which shall include the following:

- (a) that Subsidy Payments shall be made:
 - (i) as one-time subsidy payable in installments and provided on non-refundable grant terms; and
 - (ii) based on Outputs delivered on the basis of the evidence submitted by the Service Provider and verified by the Recipient, all as shall be detailed in the Rural Broadband Program Manual.
- (b) The Recipient shall exercise its rights and under each Service Agreement in such manner as to protect its interests and those of the Association and to accomplish the purpose of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive any Service Agreement, or any of its provisions.

F. Specific Financial Management Covenants

1. The Recipient shall not later than sixty (60) days after the Effective Date:
 - (a) assign an internal auditor with qualifications, experience, and terms of reference, satisfactory to the Association; and
 - (b) approve an internal audit plan for the Project, in form and substance satisfactory to the Association.
2. The Recipient shall, not later than ninety (90) days after the Effective Date, establish an audit committee for the Project, in form and substance satisfactory to the Association.

G. Contingency Emergency Response Component

1. To ensure the proper implementation of Part E of the Project (“Contingent Emergency Response”) (“CERC 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.

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 six calendar months, covering the six calendar months. 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 described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

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 SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training for the Project (except Part A.3(a)(i) of the Project)	34,948,200	100%
(2) Subsidy Payments for Rural Mobile Broadband Program under Part A.3(a)(i) of the Project	1,558,200	100%
(3) Emergency Expenditures under Part E of the Project	0	100%
(4) Refund of Preparation Advance	593,600	Amount payable pursuant to Section 2.07 (a) of the General Conditions
TOTAL AMOUNT	37,100,000	

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 (2) unless, the Recipient has prepared and adopted the Rural Mobile Broadband Program Manual, in the form and substance satisfactory to the Association; or
 - (c) under Category (3) for Emergency Expenditures unless:
 - (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 (2); 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

2. The Closing Date is September 30, 2027.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the annual work plan to be prepared by the Recipient during each calendar year, including a program of activities and budget proposed for inclusion in the Project during the following fiscal year, as described in Section I.C of Schedule 2 to this Agreement.
2. “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.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Contingent Emergency Response Component Operations Manual” and “CERC Operations Manual” each means the operations manual referred to in Section I.E. of Schedule 2 to this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section.”
5. “CERC Part” means the contingent emergency response component under Part E of the Project.
6. “Data Protection and Privacy legislation” means the proposed data protection and privacy legislation of the Recipient intended to, *inter alia*, establish the modalities for handling personal data in accordance with good international practice.
7. “Electronic Transactions Act” means the Electronic Transactions Act, Act No. 89, of the Recipient.
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.G. 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.
10. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Operations Manual in accordance with the provisions of Section I.G of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.

11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated June 2, 2022, 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.
13. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, April 1, 2021, and January 1, 2022).
14. “Labor Management Procedures” or “LMP” means the procedures to be adopted by the Recipient, acceptable to the Association, setting forth the terms and conditions in which Project workers will be managed and a systematic approach to the management of labor issues under the Project.
15. “Ministry of Information and Communications” or “MIC” means the Recipient’s ministry responsible for information, and any successor thereto.
16. “National Communication Authority” means the authority to be established as the Recipient’s lead agency in communications and related matters.
17. “National Civil Aviation Authority” means the authority established and operating pursuant to the Civil Aviation Act, 2008, of the laws of the Recipient.

18. “National Computer Incident Response Team” means the computer security response team established within the Recipient’s designated Cybersecurity Coordination Center.
19. “National Cybersecurity Coordination Centre” means the Recipient’s designated cybersecurity coordination Centre established within the MIC.
20. “National Drone Policy and Strategy” means the proposed policy of the Recipient intended, *inter alia*, to establish a national strategy and guidelines for operation of drones within the territory of the Recipient.
21. “Operating Costs” means recurrent costs of the Project, based on Annual Work Plans approved by the Association, such term including: (i) operation and maintenance of vehicles, repairs, rental, fuel and spare parts; (ii) computer maintenance, including hardware and software, printers and photocopiers; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) small office supplies; (v) maintenance for office facilities; (vi) utilities and insurances; (vii) bank charges; (viii) travel, accommodation and *per diem* costs for technical staff carrying out training, preparatory, supervisory and quality control activities; and (ix) salaries of contractual and temporary full time Project staff, but excluding salaries of the Recipient’s civil servants.
22. “Output” means any of the outputs to be delivered by a Service Provider under a Rural Mobile Broadband Program to be financed through a Subsidy Payment as set forth in the Rural Mobile Broadband Program Manual, and the pertinent Service Agreement.
23. “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.
24. “Preparation Advance” means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on March 2, 2022, and on behalf of the Recipient on March 7, 2022.
25. “Project Coordination Unit” or “PCU” means the Project Management Unit established within the MIC and referred to in Section I.A.3(a) of Schedule 2 to this Agreement or any successor arrangement thereto.

26. “Project Implementation Manual” means the manual, satisfactory to the Association, and referred to in Section 4.01(a) of this Agreement, and Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with agreement of the Association.
27. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
28. “Project Steering Committee” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
29. “Rural Mobile Broadband Program” means any activity proposed to be carried out by a Service Provider under Part A.3(a)(i) of the Project.
30. “Rural Mobile Broadband Program Manual” means the manual satisfactory to the Association, and referred to in Section I.B.2 of Schedule 2 to this Agreement, as said manual may be amended from time to time with agreement of the Association.
31. “Service Agreement” means any agreement to be entered into between the Recipient and a Service Provider for the provision of services under a Rural Mobile Broadband Program.
32. “Service Provider” means a private telecommunications operator selected through a competitive bidding process in accordance with the procedures and eligibility criteria established in the Rural Mobile Broadband Program Manual.
33. “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.
34. “Subsidy Payment” means a payment made or proposed to be made to a Service Provider for the financing of part of the cost of goods and services required for the carrying out of a Rural Mobile Broadband Program in accordance with the provisions of the Service Agreement.