CREDIT NUMBER 6924-CV

Financing Agreement

(Additional Financing for the State-Owned Enterprises Related Fiscal Management Project)

between

REPUBLIC OF CABO VERDE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6924-CV

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF CABO VERDE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing to the project described in the Original Financing Agreement and Schedule 1 to this Agreement ("Project"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS: DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to seven million Special Drawing Rights (SDR 7,000,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. 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, through MoF, 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 Finance Avenida Amílcar Cabral C.P. 30, Praia Cabo Verde: and

(b) the Recipient's Electronic Address is:

E-mail:

Gilson.g.pina@mf.gov.cv and; soeli.d.santos@gov.cv

- 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 CABO VERDE

By

| | tt. E Clavo Avelino Garcia Correi |
|----------|-----------------------------------|
| | Authorized Representative |
| Name: _ | H.E Olavo Avelino Garcia Correia |
| Title: _ | Minister of finance |
| Date: | 03-jul-2021 |

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

| Nathan M. Belete | | | |
|------------------|---------------------------|--|--|
| | Authorized Representative | | |
| Name: _ | Nathan M. Belete | | |
| Title: _ | Country Director | | |
| Date: _ | 30-Jun-2021 | | |

SCHEDULE 1

Project Description

The objective of the Project is to strengthen SOE related fiscal management.

The Project consists of the Original Project and the following Parts 2.1 (vii)-(xii), 2.3, 2.4, and 4:

Part 1: Results-based Financing

Providing financing for an Eligible Expenditure Program (EEP) to support the Recipient in capacity-building of the UASE to improve its monitoring of the Recipient's SOE portfolio and support to critical reforms in TACV to decrease its needs for future Public Financing through, *inter alia*:

- 1.1. Increasing SOE compliance with its reporting obligations and strengthening the state's ownership role by preparing comprehensive and analytical annual and quarterly reports on the entire SOE portfolio containing benchmarking on financial and operational performance, contributions by SOEs to the economy through taxes and dividends and a complete overview of the Recipient's Public Financing to SOEs.
- 1.2. Strengthening of the financial management of TACV through the implementation of strategic reforms including, *inter alia*: (i) human resources reconfiguration and preparation of the retrenchment of approximately 207 staff; (ii) reduced Public Financing for TACV's operations resulting from other strategic reforms; and (iii) retrenchment and payment of Severance Payments to approximately 207 staff of TACV.

Part 2: Technical Assistance

Providing financing for technical support to the implementation of the Recipient's SOE reform program, to strengthen its capacity for macro-fiscal monitoring, to support investment promotion in SOE sectors, and to strengthen regulatory capacity building and the fiscal monitoring of concession contracts and PPPs through, *inter alia*:

(i) improving the technical capacity of UASE to closely monitor SOE financial and operational performance, assess the quality of proposals and reports presented by SOEs (including business plans, performance agreements, and human resource restructuring plans), and carry out SOE performance benchmarking with the objective to inform the Recipient's decision-making in relation to SOEs; (ii) carrying out a review of the SOE portfolio, including individual company valuations to identify possibilities for further divestment; (iii) reviewing of current

ownership arrangements with a view to identify opportunities to further strengthen portfolio management; (iv) improving macroeconomic monitoring, reporting and use of macroeconomic modelling and econometric tools; (v) strengthening public debt management and fiscal responsibility including broadening the coverage of contingent liabilities; (vi) capacity building to identify, launch and negotiate public-private partnerships; (vii) strengthening capacity of UASE to analyze SOE's business plans, board effectiveness, and to review and prepare financial and operational reports on SOEs, including service delivery performance, operational and financial risk analysis, debt and liabilities status and risk; (viii) standardizing the information provided by the SOEs; (ix) developing an SOE database, expanding the existing database, including information on debt held by SOEs; (x) providing asset and business valuations for Selected SOEs, and transaction advisory services for follow-on restructuring and privatization; (xi) strengthening the capacity of SOEs' board members, specifically women, on SOEs' corporate governance, board guidance material and standards developed under the Original Project; and (xii) developing SOEs' manual on investments climate co-benefits analysis and providing training to SOEs' staff on the use of the manual, including SOEs' female workers.

- 2.2 (i) assisting in the preparation of secondary regulation to the implementation of the SOE Framework Law; (ii) assisting in the preparation of a SOE policy setting out the Recipient's objectives in relation to each sector and SOE operated in said sector, including, *inter alia*, minimum performance standards, dividend policy and subsidies; (iii) assisting in the development of guidance material and standards for SOE Board members; and (iv) training for SOE Board members on, *inter alia*, best international practices on financial analysis and performance evaluation.
- 2.3 (i) supporting the implementation of an institutional review, capacity needs assessment (including staff competencies), providing training on after-care services, and designing a corporate plan for TradeInvest; (ii) implementing outreach campaigns to investors in priority sectors, including sector scan and value propositions for investors; and (iii) carrying out activities aimed at establishing a program, platform, and system for the promotion of Cabo Verde and provision of after-care services to private investors.
- (i) identifying and assessing the capacity gaps at UASE, line ministries and regulatory agency level in concession contract fiscal risk monitoring; (ii) developing skills, tools, and competencies in concession contract fiscal risk monitoring; and (iii) strengthening UASE's capacity in PPP's fiscal risk identification and monitoring, including through the development of relevant procedures and tools.

Part 3: Project Management Support

Provision of support for Project management and implementation, including for, *inter alia*, coordination, procurement, financial management, audit, legal and monitoring and evaluation (including independent verification) activities and financing of Incremental Operating Costs.

Part 4: IFH and housing sector reform

Providing financing to reduce the fiscal risks from the National Housing Agency (IFH) and improve the performance of the housing sector through, *inter alia*:

- (i) technical assistance for the management of the operational and financial sustainability of state-owned social houses, including marketing strategies;
- (ii) technical assistance for the development of the Housing Information System (SIH), one of the instruments for the implementation of the National Housing Policy (PNH);
- (iii) technical assistance to support improvement of IFH performance and restructuring to improve debt management and to align with the new National Housing Policy (PNH) focusing on the implementation of social housing program for the lowest income families with low market supply;
- (iv) technical assistance for the creation of a National Housing Fund (FNH), including through the establishment of a participatory fund oversight mechanism at national and sub-national levels, with the capacity to mobilize resources to be channeled to the development of public housing programs and projects to address market failures;
- (v) technical assistance for the preparation of the municipalities' Urban Plans;
- (vi) technical Assistance for the implementation of the actions foreseen in the Evaluation Consulting Report of the Usability Indices of the Land Management Information and Transaction System, integrating climate data; and
- (vii) technical assistance for the implementation of actions recommended in the Cape Verde Spatial Data Infrastructure Assessment, including increased public access to geospatial data.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Unidade de Acompanhamento do Sector Empresarial do Estado (UASE)

1. The Recipient shall maintain, throughout Project implementation, the UASE within the Ministry of Finance, composed of key staff, with qualifications and under terms of reference acceptable to the Association, as further detailed in the PIM. The UASE shall be responsible for overall implementation of the technical aspects of the Project, including, *inter alia*, ensuring coordination and communication with key stakeholders, monitoring, evaluation and reporting of Project implementation, as further detailed in the PIM.

Unidade de Gestão de Projetos Especiais (UGPE)

2. The Recipient shall maintain, throughout Project implementation, the UGPE within the Ministry of Finance, composed of key staff, with qualifications and under terms of reference acceptable to the Association, including one accountant, one procurement officer, and one financial management specialist and any other specialists as may have been agreed with the Association, as further detailed in the PIM. The UGPE shall be responsible for the implementation of the financial management, procurement and disbursement aspects of the Project, as further detailed in the PIM.

Project Steering Committee (PSC)

3. The Recipient shall establish, and thereafter maintain, throughout Project implementation, the PSC, which shall be co-headed by high level representatives of the Ministry of Finance, Ministry of Transport and Tourism and Ministry of Infrastructure, Planning and Housing and shall also include any other high-level representatives of other key stakeholders, as further detailed in the PIM. The PSC shall be responsible for coordinating and providing overall strategic guidance for Project implementation.

B. Project Implementation Manual (PIM)

1. The Recipient shall, not later than one (1) month after the Effective Date, or such later date as agreed by the Association, update and adopt the Project Implementation Manual in a manner and on terms acceptable to the Association, which shall set out detailed guidelines, methods and procedures for the implementation of the Project, including *inter alia*: (i) the indicators to be used in

the monitoring and evaluation of the Project; (ii) the procedures for Project monitoring, supervision and evaluation, including the format and content of the Project Reports; (iii) list of Selected SOEs; (iv) procurement and financial management procedures including clearly defined procedures related to payments verification and processing, and record and management of Eligible Expenditures financed with the Credit proceeds; (v) corruption and fraud mitigation measures; and (vi) such other arrangements and procedures as shall be required for the effective implementation of the Project.

- 2. The Recipient shall not assign, amend, abrogate or waive any provision of the PIM without the prior written approval of the Association.
- 3. In case of any conflict between the terms of the PIM and those of this Agreement, the terms of this Agreement shall prevail.

C. Safeguards

- 1. The Association shall ensure that the Project is carried out with due regard to appropriate health, safety, social, and environmental standards and practices.
- 2. The Recipient shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable Association's safeguards policies.
- 3. Notwithstanding Section I.C.2. of this Schedule, the Recipient shall maintain, throughout Project implementation, and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

D. Annual Work Plans and Budgets

1. The Recipient shall prepare and furnish to the Association not later than November 30 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.

- 2. The Recipient shall furnish such draft annual work plan and budget to the Association and 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 Fiscal 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's prior written approval.

Section II. Project Monitoring, Reporting and Evaluation

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

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures 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 SDR) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|--|---|--|
| (1) Non-consulting services, consulting services and Training under Parts 2.1 (vii)-(xii), 2.3, 2.4, and 4 of the Project | 7,000,000 | 100% |
| TOTAL AMOUNT | 7,000,000 | |

B. Withdrawal Conditions; Withdrawal Period

- 1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.
- 2. The Closing Date is December 31, 2025.

Section IV. Other Undertakings

- 1. The Recipient shall, no later than one (1) month after the Effective Date, or such later date as agreed by the Association, customize the Project's accounting software, in form and substance satisfactory to the Association.
- 2. The Recipient shall, no later than three (3) months after the Effective Date, or such later date as agreed by the Association, sign an addendum to the Project auditor's contract, in form and substance satisfactory to the Association.

SCHEDULE 3

Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|--------------------------------------|---|
| On each June 15 and December 15: | |
| commencing December 15, 2031, to and | 1% |
| including June 15, 2041 | |
| commencing December 15, 2041, to and | 2% |
| including June 15, 2061 | |
| | |

^{*} 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

Section I. Definitions

- 1. "Annual Work Plans and Budgets" means each annual work plan, together with the related budget, for the Project prepared by the Recipient and approved by the Association in accordance with the provisions of Section I.D 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. "Cape Verde Spatial Data Infrastructure" means the Recipient's integrated set of technologies, policies, mechanisms and procedures for coordination and monitoring, standards and agreements, necessary to facilitate and order the production, storage, access, dissemination and use of geospatial data of national origin.
- 4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 5. "EEPs" means a set of defined expenditures, acceptable to the Association and set out in the PIM, incurred by the Recipient and TACV in connection with Part 1 of the Original Project.
- 6. "Evaluation Consulting Report" means the document containing the final results of the assessment of the usability indices of the Land Management Information and Transaction System (LMITS).
- 7. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021).
- 8. "Housing Information System" and "SIH" mean the Recipient's database on the housing sector, to be transversally fed by its different actors and technologically supported by the existence of an online platform that consolidates information in an organized way and allows its public consultation.
- 9. "Incremental Operating Costs" means the reasonable incremental expenses arising under the Project, and based on the Annual Work Plan and Budgets, on account of vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rentals, accommodation, banking charges, advertising expenses, travel and per diem.

- 10. "Ministry of Finance" and "MoF" mean the Recipient's ministry in charge of finance; or any successor thereto.
- 11. "Ministry of Infrastructure, Planning and Housing" means the Recipient's ministry in charge of infrastructure, planning and housing; or any successor thereto.
- 12. "Ministry of Transport and Tourism" means the Recipient's ministry in charge of transport and tourism; or any successor thereto.
- 13. "National Housing Agency" and "IFH" mean *Imobiliária, Fundiária e Habitat S.A.*, a state-owned enterprise for housing and urban land development established pursuant to Decree-Law No. 72/99 dated November 29, 1999.
- 14. "National Housing Fund" means a public financial institution with the capacity to mobilize financial resources in a stable, regular and perennial way, with the exclusive mission of applying them in the sustained and continuous financing of public housing programs and projects.
- 15. "National Housing Policy" means the Recipient's policy for the development of affordable and accessible housing in an inclusive way, covering needs of different income groups, in particular the most vulnerable.
- 16. "National Institute of Territorial Management" and "INGT" mean a state-owned entity for spatial planning development, established pursuant to Recipient's resolution No. 18/14 dated March 10, 2014.
- 17. "PSC" means Project Steering Committee that supervises and coordinates the Project, co-chaired by the Minister of Finance and by the Minister of Economy, and includes representatives from TACV.
- 18. "Original Financing Agreement" means the financing agreement for the State-Owned Enterprises Related Fiscal Management Project between the Recipient and the Association, dated June 22, 2018 (Credit No. 6251-CV).
- 19. "Original Project" means the State-Owned Enterprises Related Fiscal Management Project financed through the Original Financing Agreement.
- 20. "PPP" means Public-Private Partnership.
- 21. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.
- 22. "Public Financing" means any financial support to TACV operations provided by the Republic of Cabo Verde, including transfer of funds, payments made on behalf

- of that entity to third parties, loans provided to that entity, or guarantees provided to creditors on behalf of that entity.
- 23. "Selected SOEs" means SOEs listed in the SOE reform plan approved by the Recipient through resolution 87/2017 on August 3, 2017.
- 24. "Severance Payments" means the payments made to approximately 207 TACV staff in relation to early retirement, collective dismissals and voluntary dismissals under Part 1.2(iii) of the Project, in accordance with the retrenchment plan to be approved by the World Bank.
- 25. "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.
- 26. "SOE" means State-Owned Enterprises.
- 27. "SOE Framework Law" means a proposed law representing the first amendment to Law No. 104/VIII/2016, dated January 6, 2016, which establishes the principles and rules applicable to the public business sector, including the general legal framework for public companies.
- 28. "TACV" means "*Transportes Aéreos do Cabo Verde*", the Recipient's national airline established in 1958, which was designated as the national carrier and became a public company in 1983, further to Decree-Law No. 21/2000 dated May 15, 2000, published in the *Boletim Official* No. 14, (I Série).
- 29. "TradeInvest" means the Recipient's agency in charge of promoting Cabo Verde's sustainable, inclusive and balanced economic growth by mobilizing quality investments, proving after care service to investors and boosting exports of products and services, established through Law 41/2016, dated July 26, 2016.
- 30. "Training" means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.
- 31. "UASE" means *Unidade de Acompanhamento do Sector Empresarial do Estado*, (Supporting Unit for the State Entrepreneurial Sector), a unit established within the Recipient's Ministry of Finance pursuant to Decreto Lei 57/2016, of November 9 published in the Recipient's Boletim Oficial I Series No. 64, dated November 9, 2016, and referred to in Section I.A.1. of Schedule 2 to this Agreement.

- 32. "UGPE" means *Unidade de Gestao de Projetos Especiais*, a unit established within the Ministry of Finance pursuant to Resolucao 81/2017 of July 28, 2017 and referred to in Section I.A.2. of Schedule 2 to this Agreement.
- 33. "Urban Plans" means spatial planning instruments of regulatory nature approved by the Recipient's municipalities, which establish the land use regime, defining models of predictable evolution of human occupation and the organization of urban networks and systems and, on the appropriate scale, the parameters of land use and guarantee environmental quality.
- 34. "Usability Indices of the Land Management Information and Transaction System" refers to the title of the final report that assessed LMITS platform.

Section II. Amendment to the Original Financing Agreement (Credit No. 6251-CV)

The Original Financing Agreement is amended as set forth in this Section II of the Appendix to this Agreement.

- 1. **Annual Work Plans and Budgets:** Section I.D of Schedule 2 to this Agreement is introduced in the Original Financing Agreement and following provisions are renumbered accordingly.
- 2. The Closing Date set forth in Section III.B.5 of Schedule 2 to the Original Financing Agreement shall be the date December 31, 2025.
- 3. **Amendment to Section I of the Appendix**: Section I of the Appendix to the Original Financing Agreement is amended:
 - (a) by inserting a new definition on Annual Work Plans and Budgets as set forth below and renumbering the current definitions accordingly:
 - ""Annual Work Plans and Budgets" means each annual work plan, together with the related budget, for the Project prepared by the Recipient and approved by the Association in accordance with the provisions of Section I.D of Schedule 2 to this Agreement.";
 - (b) by inserting a new definition on Incremental Operating Costs as set forth below and renumbering the current definitions accordingly:
 - ""Incremental Operating Costs" means the reasonable incremental expenses arising under the Project, and based on the Annual Work Plan and Budgets, on account of vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, rentals, accommodation, banking charges, advertising expenses, travel and per diem.";

- (c) by inserting a new definition on Ministry of Finance as set forth below and renumbering the current definitions accordingly:
- ""Ministry of Finance" and "MoF" mean the Recipient's ministry in charge of finance; or any successor thereto.";
- (d) by inserting a new definition on Ministry of Transport and Tourism as set forth below and renumbering the current definitions accordingly:
- ""Ministry of Transport and Tourism" means the Recipient's ministry in charge of transport and tourism; or any successor thereto.";
- (e) by inserting a new definition on SOE Framework Law as set forth below and renumbering the current definitions accordingly:
- ""SOE Framework Law" means a proposed law representing the first amendment to Law No. 104/VIII/2016, dated January 6, 2016, which establishes the principles and rules applicable to the public business sector, including the general legal framework for public companies.";
- (f) by inserting a new definition on Training as set forth below and renumbering the current definitions accordingly:
- ""Training" means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.";
- (g) by revising the definition on General Conditions to read as follows:
- ""General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (revised on August 1, 2020 and April 1, 2021)."; and
- (h) by revising the definition on Procurement Regulations to read as follows:
- ""Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020."

Except, as specifically set forth in this Section II of this Appendix, all the other provisions of the Original Financing Agreement shall remain in force and effect.