

Public Disclosure Authorized

# OFFICIAL DOCUMENTS

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CREDIT NUMBER 6283-ML  
GRANT NUMBER D340-ML

## Financing Agreement

(Mali Drylands Development Project)

between

REPUBLIC OF MALI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

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**CREDIT NUMBER 6283-ML**  
**GRANT NUMBER D340-ML**

## **FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF MALI (“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 and a credit, both deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement (collectively, “Financing”) in the following amounts to assist in financing the project described in Schedule 1 to this Agreement (“Project”):
  - (a) an amount equivalent to twenty million nine hundred thousand Special Drawing Rights (SDR 20,900,000) (“Grant”); and
  - (b) an amount of twenty-four million nine hundred thousand euros (EUR 24,900,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are April 1 and October 1 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 Euro.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through the Ministry of Agriculture, except for Parts A.1 and A.2 of the Project which shall be carried out through the Ministry of Economy and Finance (UTGFS), in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following, namely that any of the Payment Agencies have breached any of their obligations under the DCTP Contracts or PCTP Contracts, respectively, to which they are a party, in a manner which, in the opinion of the Association, has or may have an adverse impact on the compliance by the Recipient with its obligations under this Agreement, the implementation of the Project or the achievement of its objective.
- 4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.
- 5.02. 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 VI — REPRESENTATIVE; ADDRESSES**

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

Ministry of the Economy and Finance

P. O. Box 234  
Bamako  
Republic of Mali; and

(b) the Recipient's Electronic Address is:

Facsimile:

+223 20 22 19 14

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

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

(b) the Association's Electronic Address is:

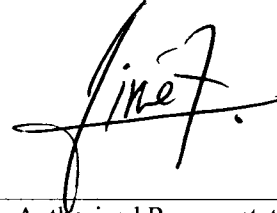
Telex:                      Facsimile:

248423 (MCI)              1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF MALI

By



Authorized Representative

Name: Dr. Boubou Cissé

Title: Minister of Economy and Finance

Date: July 16, 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Youkenna Kane

Title: Country Director

Date: July 16, 2018

## SCHEDULE 1

### Project Description

The objective of the Project is to improve agricultural productivity and strengthen resilience of rural households living in the targeted dryland areas.

The Project consists of the following parts:

#### **Part A: Improving the Productivity and Resilience of Beneficiary Populations**

##### **1. Expansion of the social registry**

Developing the social protection system and its social registry and the development of the RSU and related information systems, including: (a) expansion of coverage for additional targeted populations in the RSU; (b) an information, education and communication campaign for the RSU; (c) training and relevant studies; and (d) development of monitoring and evaluation procedures.

##### **2. Direct cash transfers and productive cash transfers**

Financing: (a) the Direct Cash Transfer Program (“DCTP”); (b) the Productive Cash Transfer Program (“PCTP”) to selected Beneficiaries; and (c) the goods and services for the implementation of DCTP and PCTP.

##### **3. Promotion of emerging high value crops value chains**

Developing select crop value chains for the drylands identified in PNISA, including, *inter alia*: (a) technical assistance to update the knowledge on, and or identify, select crop value chains; (b) technical assistance to prepare business plans for Productive Investment Projects under the Grant Program (“GP”); and (c) provision of financing for the GP.

#### **Part B: Productive Infrastructure at the Community Level**

##### **1. Selection and preparation of investments**

Implementing a program of activities, including: (a) dissemination of information and sensitization of relevant beneficiary populations and key stakeholders for Parts B.2 and B.3 of the Project; (b) identification, selection and validation of activities that have been pre-prioritized in the district and communal PDSECs to be financed under Parts B.2 and B.3 of the Project; (c) support for the formulation of regional and local climate change adaptation plans, and provision of financing for investments as identified in the PDSEC; and (d) preparation of a study on the development of the *Vallée du Serpent*.

**2. Productive infrastructure investments**

Implementing a program of activities as prioritized in Part B.1 of the Project, including preparing and execution investments to: (a) build small perimeter irrigation; (b) develop lowland by water retentions for irrigation; (c) build perimeter fencing of ponds and auxiliaries for watering livestock; (d) rehabilitate degraded land in watersheds; and (e) promote regeneration of degraded lands.

**3. Commercialization investments**

Financing the preparation and construction of infrastructure as prioritized in Part B.1 of the Project, including: (a) storage warehouses to better preserve agricultural products; (b) grain banks to reduce the vulnerability of communities to food insecurity; (c) agricultural input shops to improve household access to certified seeds and agrochemicals; and (d) rural markets to facilitate commercial exchange between buyers and producers.

**Part C: Institutional Support, Crisis Management, and Project Coordination**

**1. Creating capacity for evidence-based agricultural policy analysis**

Supporting the establishment and operation of a new agricultural policy support unit within MA, including provision of training, collaboration with relevant institutions involved in agricultural policy analysis, technical assistance, and information and communication technology support.

**2. Contingent emergency response**

Contingent emergency response through the provision of immediate response to an Eligible Crisis or Emergency, as needed.

**3. Project coordination**

Supporting Project management and coordination, including Steering Committee meetings, procurement and financial management, Project monitoring and evaluation, citizen engagement, and safeguards compliance.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements.

1. The Recipient shall vest in its MA the responsibility of implementing the overall Project. To that end, the Recipient shall cause the ATI to maintain a PCU until the completion of the Project, with terms of reference and staffing satisfactory to the Association, to be specifically responsible for: (a) Project management and coordination, including monitoring and evaluation, preparation of AWP&B, financial management and procurement for the Project, except for Parts A.1 and A.2 of the Project, accounting, and preparation of MOUs with other Implementing Ministries and implementing partners; and (b) preparing Project Reports and financial statements.
2. The Recipient, through the MEF, shall maintain UTGFS until the completion of the Project, with terms of reference and staffing satisfactory to the Association, to be responsible for collaborating with the social development regional directorates within MASH and overseeing the implementation of Parts A.1 and A.2. of the Project, including financial management and procurement for Parts A.1 and A.2 of the Project.
3. The Recipient shall take all measures on its part to ensure that the Project is carried out in coordination with the relevant ministries and agencies, including the Implementing Ministries, as further set forth in the MOUs and the PIM.
4. The Recipient shall ensure that the Implementing Ministries: (a) comply with the provisions of the MOU to which they are a party; (b) maintain a dedicated team for the implementation of Project activities, with adequate staffing with qualifications and responsibilities satisfactory to the Association; and (c) carry out the Project activities and their respective obligations under their respective MOUs in accordance with the PIM, the Safeguards Instruments, and this Agreement.
5. The Recipient shall establish and maintain until the completion of the Project, a Steering Committee with terms of reference and composition satisfactory to the Association, to be responsible for providing guidance for the Project, approving the AWP&B, and reviewing the Project Reports.
6. The Recipient shall establish and maintain until the completion of the Project for regions of Kayes, Koulikoro, Segou, and Mopti: (a) Regional Coordination Committees, with terms of reference and composition satisfactory to the



Association, to be responsible for overseeing and monitoring the Project implementation in the respective regions; and (b) regional Project implementation offices, with terms of reference and staffing satisfactory to the Association, to be responsible for coordinating the activities under Parts A.3, B.2 and B.3 of the Project.

7. The Recipient: (a) shall ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail; and (b) except as the Association shall otherwise agree, shall not amend, abrogate or waive any provision of the PIM.
8. The Recipient: (a) shall prepare and adopt a manual, as part of the PIM, for managing the Productive Investment Projects (“Grant Manual”) under Part A.3(c) of the Project; and (b) except as the Association shall otherwise agree, shall not amend, abrogate or waive any provision of the Grant Manual.
9. The Recipient shall, no later than one (1) months after the Effective Date, hire a technical director with qualification and experience satisfactory to the Association.
10. The Recipient shall, no later than three (3) months after the Effective Date: (a) hire a financial management officer and an accountant with qualifications and experience satisfactory to the Association; (b) adopt accounting software satisfactory to the Association; (c) hire a procurement specialist with qualifications and experience satisfactory to the Association, and provide the specialist, the technical experts and the tender committee members with training, in substance and amount satisfactory to the Association in the Associations’ Procurement Regulations; (d) adopt the Project Implementation Manual (the “PIM”) in form and substance satisfactory to the Association; and (e) cause the MA and MEF to enter into an MOU on the Project implementation arrangement as set forth in the PIM, for the implementation of Parts A.1 and A2 of the Project.
11. The Recipient shall, no later than six (6) months after the Effective Date: (a) hire an external auditor with qualifications and experience satisfactory to the Association; (b) provide adequate space and equipment for the procurement archive and set up an adequate filing system for project records; (c) designate or recruit an officer responsible for data management; and (d) hire an environmental safeguard specialist and a social safeguard specialist (at the central level in the PIU) and an environmental specialist and a social development specialist (at the regional level) in each of the two regional offices, all with qualifications and experience satisfactory to the Association.

12. The Recipient, through the PCU, shall:
- (a) prepare a draft AWP&B for each Fiscal Year, setting forth: (i) a detailed description of planned activities for the Project for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of said Project activities, budgets, start and completion dates, outputs, and monitoring indicators to track the progress of each activity;
  - (b) not later than November 30 of each Fiscal Year, furnish to the Association for its comments and approval, a Steering Committee-approved AWP&B; and
  - (c) adopt the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year. The AWP&B may be revised as needed during Project implementation, subject to the Association's prior approval.

**B. Direct Cash Transfer Program and Productive Cash Transfer Program**

1. Under Parts A.2(a) and A.2(b) of the Project, the Recipient, through UTGFS, shall cause the Payment Agencies to implement the DCTP and PCTP in accordance with the eligibility criteria and procedures acceptable to the Association, and described in the DCTP Contracts (up to a maximum amount of FCFA 15,000 per DCTP Beneficiary per month), PCTP Contracts (up to FCFA 250,000 per PCTP Beneficiary), and the provisions of the PIM.
2. To facilitate the carrying out of Parts A.2(a) and A.2(b) of the Project, the Recipient, through UTGFS, shall make part of the proceeds of the Financing allocated to Category (1) and (2) of the table set forth in Section III.A of this Schedule available to Payment Agencies under contracts between UTGFS and each of the selected Payment Agencies ("DCTP Contracts" or "PCTP Contracts" as appropriate for each Category), under terms and conditions approved by the Association.
3. The Recipient shall exercise its rights under each of the DCTP Contracts or PCTP Contracts referred to in paragraph (2) immediately above in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any of said contracts or any provisions thereof.
4. The Recipient shall ensure that the amount of each Cash Transfer is paid, by the Payments Agencies, to its intended Beneficiaries.

**C. Grant Program**

1. The Recipient shall make Grants to Grant Beneficiaries to finance Productive Investment Projects in accordance with eligibility criteria and procedures acceptable to the Association, which shall include the following:
  - A. No proposed Productive Investment Project shall be eligible for financing under a Grant to a Grant Beneficiary unless the Recipient shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Association and elaborated in the Grant Manual, that:
    - (i) the proposed Productive Investment Project: (A) is designed to promote emerging select crop value chains through the financing of technical assistance, goods, services, training and operating costs required for Productive Investment Project activities; (B) is technically feasible and economically and financially viable; and (C) if, pursuant to the Safeguards Documents, one or more plans for the Productive Investment Project are required, such plans have been prepared and approved by the Recipient in accordance with the provisions of the Safeguards Documents; and
    - (ii) the proposed Grant Beneficiary: (A) is a producer group established and operating under the laws of the Recipient with the technical capacity and financial resources necessary to carry out the proposed Productive Investment Project; (B) has prepared a satisfactory business proposal, including financing plan and budget, and a satisfactory implementation plan for the proposed Productive Investment Project; (C) has demonstrated the capacity, and has committed, to finance at least 15% of the total estimated cost of the Productive Investment Project out of its own resources; and (D) each Grant to a single Grant Beneficiary shall not exceed FCFA 10,000,000.
2. The Recipient shall make each Grant under a Grant Agreement with the respective Grant Beneficiary on terms and conditions approved by the Association, and in accordance with the Grant Manual, which shall include the following:
  - A. The Grant shall be made on a non-reimbursable grant basis.
  - B. The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:
    - (i) suspend or terminate the right of the Grant Beneficiary to use the proceeds of the Grant, or obtain a refund of all or any part of the

amount of the Grant then withdrawn, upon the Grant Beneficiary's failure to perform any of its obligations under the Grant Agreement; and

- (ii) require each Grant Beneficiary to:
  - (A) carry out its Productive Investment Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Grant Manual, Safeguards Documents, and the Anti-Corruption Guidelines applicable to recipients of grant proceeds other than the Recipient;
  - (B) provide, promptly as needed, the resources required for the purpose;
  - (C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Productive Investment Project and the achievement of its objectives;
  - (D) enable the Recipient and the Association to inspect the Productive Investment Project, its operation and any relevant records and documents; and
  - (E) prepare and furnish to the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

- 3. The Recipient shall exercise its rights and carry out its obligations under each Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Grant Agreement or any of its provisions.

**D. Safeguards**

- 1. The Recipient shall ensure that the Project is implemented in accordance with the Safeguards Documents.
- 2. Except as the Association shall otherwise agree in writing, and subject to compliance with the same consultation and information disclosure requirements as

applied to the adoption of the aforesaid Safeguards Documents in the first instance, the Recipient shall not amend or waive any provision of the Safeguards Documents, nor shall it permit any Beneficiaries or Payment Agency to do so.

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall take all measures necessary to regularly collect and compile, and submit to the Association, as part of the Project Reports, and promptly in a separate report whenever the circumstances warrant, information on the status of compliance with the Safeguards Instruments, providing details of:
  - (a) the measures taken in furtherance of the Safeguards Instruments;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and
  - (c) remedial measures taken or required to be taken to address such conditions.
4. In case of any inconsistency between the provisions of any of the Safeguards Instruments and this Agreement, the provisions of this Agreement shall prevail.
5. The Recipient shall ensure that all advisory, analytical, planning, institutional capacity building, strategizing and such other services, carried out under the Project shall be carried out according to terms of reference, satisfactory to the Association, requiring such services to deliver products which take into account, and are consistent with, the Association's social and environmental safeguard policies.

**E. Contingent Emergency Response Arrangements for Part C.2 of the Project**

1. In order to ensure the proper implementation of Part C.2 of the Project ("CERC Part"), the Recipient shall:
  - (a) prepare and furnish to the Association for its review and approval an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of terms of reference for, and resources to be allocated, to the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the

CERC Part, consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

- (b) afford the Association a reasonable opportunity to review said proposed operations manual;
  - (c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association ("CERC Operations Manual");
  - (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
  - (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.
2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:
- (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
  - (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.

**F. Counterpart Funding**

The Recipient shall: (a) open and maintain an account (the Project Account); (b) replenish said account with an amount up to 1,000,000,000 (one billion) FCFA over the life of the Project; (c) annually, deposit into the Project Account, the amount representing the Recipient's counterpart contribution for the current Fiscal Year consistent with the AWP&B; and (d) ensure that the amounts deposited into the Project Account shall be used exclusively for the purposes of defraying the cost of

expenditures incurred for the execution of the Project, in particular for environmental and social safeguards implementation, and not otherwise financed out of the proceeds of the Financing.

**Section II. Project Monitoring, Reporting and Evaluation**

(A) The Recipient shall furnish to the Association each Project Report not later than one (1) month after the end of each calendar semester, covering the calendar semester; and (B) no later than thirty-six (36) months after the first disbursement under the Project, or such later date as may be agreed upon by the Recipient and the Association in writing, the Recipient shall carry out a mid-term review of the Project, covering the progress achieved in the implementation of the Project.

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

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in EUR)</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Cash Transfers under Part A.2(a) of the Project	9,960,000	0	100%
(2) Cash Transfers under Part A.2(b) of the Project	3,320,000	0	100%
(3) Grants under Part A.3(c) of the Project	4,980,000	4,180,000	100% of amounts paid under Grants for expenditures required for the relevant

			Productive Investment Projects
(4) Goods, works, non-consulting services, and consulting services including Training and Operating Costs under Part A.1 and A2(c) of the Project	2,656,000	0	100%
(5) Goods, works, non-consulting services, and consulting services including Training and Operating Costs under Parts A.3(a), A.3(b), B, C.1, and C.3 of the Project	3,984,000	16,720,000	100%
(6) CERC Part under Part C.2 of the Project	0	0	100%
<b>TOTAL AMOUNT</b>	24,900,000	20,900,000	

**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, except that withdrawals up to an aggregate amount not to exceed USD 460,000 may be made for



payments made prior to this date but on or after May 2, 2018, for Eligible Expenditures under Category (5);

- (b) under Category (1) unless the payments are made in accordance with the procedures and eligibility criteria set forth in the PIM and the DCTP Contracts;
- (c) under Category (2) unless the payments are made in accordance with the procedures and eligibility criteria set forth in the PIM and the PCTP Contracts;
- (d) under Category (3) unless the payments are made in accordance with the procedures and eligibility criteria set forth in the Grant Manual section of the PIM; and
- (e) for Emergency Expenditures under Part C.2 of the Project under Category (6), unless and until the Association has notified the Recipient of its satisfaction that all of the following conditions have been met in respect of said activities:
  - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
  - (ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.E.3(b) of Schedule 2 to this Agreement, for the purposes of such activities;
  - (iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.E.1 of Schedule 2 to this Agreement, for the purposes of said activities; and
  - (iv) the Recipient has adopted a CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain, or have been updated in accordance with the provisions of Section I.E.1(c) of Schedule 2 to this Agreement so as to be appropriate for the

inclusion and implementation of said activities under the CERC  
Part.

2. The Closing Date is September 30, 2023.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each April 1 and October 1, commencing October 1, 2024 to and including April 1, 2056	<b>1.5625%</b>

## APPENDIX

### Section I. Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “ATI” or “l’Agence d’aménagement des terres de l’eau d’irrigation” means Recipient’s Land and Irrigation Management Agency responsible for land and irrigation management, or any of its successors.
3. “AWP&B” means the annual work program and budget prepared by the Recipient as referred to in Section I A.1 of Schedule 2 to this Agreement.
4. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
5. “Beneficiary” means any of the DCTP Beneficiary (hereinafter defined) or PCTP Beneficiary (hereinafter defined), or Grant Beneficiary (hereinafter defined).
6. “Cash Transfer” means a transfer of funds in the form of grants on behalf of the Recipient to a Beneficiary, made or to be made in accordance with the provisions of the PIM and a DCTP Contract or a PCTP Contract including the fees for the Payment Agencies as described in the DCTP Contracts or the PCTP Contract, as appropriate.
7. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
8. “CERC Operations Manual” means the operations manual referred to in Section I.E.1(c) 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, as said manual may be revised from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
9. “CERC Part” means Part C.2 of the Project.
10. “Coordinating Authority” means the entity designated by the Recipient in the CERC Operations Manual and approved by the Association pursuant to

Section I.E.1(a)(i) of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project.

11. “DCTP Beneficiaries” means any poor and vulnerable households which meet the targeting and eligibility criteria detailed in the PIM, and as such is eligible for the payment of Cash Transfers under DCTP, and referred to in Section I.B. of Schedule 2 to this Agreement.
12. “DCTP Contracts” means any of the agreements referred to in Section I.B.2 of Schedule 2 to this Agreement for the Direct Cash Transfer Program.
13. “Direct Cash Transfer Program” or “DCTP” means a portion of the Financing’s proceeds to finance the payments to Beneficiaries under Part A.2(a) of the Project.
14. “Displaced Persons” means one or more persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person(s) must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person(s).
15. “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.
16. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Operations Manual in accordance with the provisions of Section I.E.1(a)(ii) of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.
17. “Environmental and Social Impact Assessment” or “ESIA” means an Environmental and Social Impact Assessment, to be adopted by the Recipient in respect of any activities under the Project, for purposes of implementation of activities under the Project, giving a detailed assessment of potential environmental impacts, together with a survey in each case of the area of influence and an evaluation of alternatives, and highlighting appropriate mitigation, management and monitoring measures required to offset, eliminate or mitigate such impacts, or reduce them to acceptable levels, together with particulars of proposed institutional, monitoring and reporting arrangements required to ensure proper implementation of, and regular feedback on compliance with, the ESIA, as such ESIA may be amended from time to time, subject to the provisions of this Agreement.

18. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s Environmental and Social Management Framework, dated May 5, 2018, issued by or on behalf of the Recipient and publicly disclosed, giving details of the policies and procedures designed to maximize the benefits of the Project, and offset, eliminate or mitigate any adverse social and environmental impacts, or reduce them to acceptable levels, as such ESMF may be amended from time to time, subject to compliance with the provisions of this Agreement.
19. “Environmental and Social Management Plan” or “ESMP” means an Environmental and Social Impact Assessment to be adopted by the Recipient in respect of any activities under the Project, giving details of measures consistent with the ESMF, and designed to facilitate the implementation of measures to offset, eliminate or mitigate any adverse social and environmental impacts, together with particulars of institutional, monitoring and reporting arrangements required to ensure proper implementation of, and regular feedback on compliance with, the ESMP, as such ESMP may be amended from time to time, subject to compliance with the provisions of this Agreement.
20. “FCFA” means the West African CFA franc of the African Financial Community (*Communauté Financière Africaine*) issued by the Central Bank of the West African States (*Banque Centrale des États de l’Afrique de l’Ouest*).
21. “Fiscal Year” or “FY” means the Recipient’s Fiscal Year, starting January 1 and ending December 31.
22. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated July 14, 2017.
23. “Grant” means a grant made or to be made by the PCU out of the proceeds of the Financing to a Grant Beneficiary for a Productive Investment Project.
24. “Grant Agreement” means an agreement between the PCU and a Grant Beneficiary providing for a Grant.
25. “Grant Beneficiary” means a producer group to whom the PCU has extended a Grant under a Grant Agreement for a Productive Investment Project.
26. “Grant Manual” means the manual to be adopted by the Recipient pursuant to Section I.A.8 of Schedule 2 to this Agreement, which shall include provisions, *inter alia*, on eligibility criteria and terms and conditions for Productive Investment Project activities and their Grants, and procedures for preparation, selection, approval and monitoring and evaluation for the Grants under Part A.3(c) of the Project, all of which shall be consistent with the provisions listed under Section I.C of Schedule 2 to this Agreement.

27. “Grant Program” or “GP” means a portion of the Grant’s proceeds to finance the payments to Beneficiaries under Part A.3 of the Project.
28. “Implementing Ministries” means MA, MEF, and MASH, and any other ministry involved in Project implementation as agreed with the Association and set forth in the PIM.
29. “Ministry of Agriculture” or “MA” means the Recipient’s ministry responsible for agriculture, or any successor thereto.
30. “Ministry of Economy and Finance” or “MEF” means the Recipient’s ministry responsible for economy and finance, or any successor thereto.
31. “Ministry of Solidarity and Humanitarian Action” or “MASH” means the Recipient’s ministry responsible for social protection, or any successor thereto.
32. “MOUs” means the memoranda of understanding which the PCU will enter into for the Project and referred to in this Agreement, with the Implementing Ministries and other agencies implementing the Project.
33. “Operating Costs” means incremental expenditures incurred by the Recipient on account of Project implementation, management and monitoring, including: office supplies, vehicles operation and maintenance cost, maintenance of equipment, communication costs, rental expenses, utilities expenses, consumables, transport and accommodation, *per diem*, supervision costs, and salaries of locally contracted support staff.
34. “Payment Agency” means an entity that has entered into a DCTP Contract or a PCTP Contract, as appropriate, with the Recipient in accordance with the provisions of Section I.B.2 of Schedule 2 to this Agreement.
35. “PCTP Beneficiary” means any poor households which meet the targeting and eligibility criteria detailed in the PIM, and as such is eligible for the payment of Cash Transfers under PCTP, and referred to in Section I.B of Schedule 2 to this Agreement.
36. “PCTP Contract” means any of the agreements referred to in Section I.B.2 of Schedule 2 to this Agreement for the Productive Cash Transfer Program.
37. “PDSEC” or “*Plans de Développement Sectoriels*” means local or regional sectoral development plans which reflect the government’s and communities’ plan for infrastructure investments.
38. “Pest Management Plan” means a plan dated May 5, 2018 issued by the Recipient in respect of any activities under the Project involving significant pest management issues, giving details of measures to be taken towards pest control, as such plan

may be amended from time to time, subject to compliance with the provisions of this Agreement.

39. "PNISA" means National Agriculture Sector Investment Plan, 2015 (*Programme National d'Investissement dans le Secteur Agricole*).
40. "Procurement Plan" means the Recipient's procurement plan for the Project, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the Association.
41. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017.
42. "Productive Cash Transfer Program" or "PCTP" means a portion of the Financing's proceeds to finance the payments to Beneficiaries under Part A.2(b) of the Project to be used to acquire inputs, livestock kits or small equipment for small productive activities.
43. "Productive Investment Project" means a specific productive investment project under Part A.3. of the Project to be carried out by Grant Beneficiary utilizing the proceeds of a Grant.
44. "Project Coordination Unit" and "PCU" means the Project coordination unit to be created within ATI.
45. "Project Implementation Manual" or "PIM" means the manual to be adopted by the Recipient pursuant to Section I.A.10(d) of Schedule 2 to this Agreement, which shall include provisions, *inter alia*, on: (a) day-to-day execution of Project activities, including administrative, accounting, fiduciary and procurement matters; (b) monitoring and evaluation, reporting, and information of Project activities; (c) elaboration of the procedures for developing and implementing Safeguards Instruments; (d) implementation procedures and eligibility criteria for the DCTP and PCTP; (e) grievance redress mechanism; (f) a section for the Grant Manual; (g) provisions, *inter alia*, on terms and conditions for the activities to be financed under Parts B.2. and B.3 of the Project, and procedures for preparation, selection, validation and monitoring and evaluation for these activities; and (h) such other technical and organizational arrangements and procedures as shall be required for the Project.
46. "Regional Coordination Committees" means the coordination committees for regions of Kayes, Koulikoro, Segou, and Mopti established by the Recipient and referred to in Section I.A.6 of Schedule 2 to this Agreement.



47. “*Registre Social Unifié*” or “RSU” means unified social registry for the social protection system.
48. “Resettlement Action Plans” or “RAPs” mean any Resettlement Action Plan(s) to be adopted by the Recipient in respect of any activities under the Project, giving details of measures consistent with the RPF, and designed to facilitate the compensation and resettlement of Displaced Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, and budget and cost estimates, together with particulars of institutional, monitoring and reporting and grievance redress arrangements required to ensure proper implementation of, and regular feedback on compliance with, the RAP(s), as such RAP(s) may be amended from time to time, subject to compliance with the provisions of this Agreement.
49. “Resettlement Policy Framework” or “RPF” means the Resettlement Policy Framework, dated May 5, 2018, issued by or on behalf of the Recipient and publicly disclosed, describing a program of actions, measures and policies designed to avoid or minimize any adverse impact or hardship to Displaced Persons as a result of the Project or, in the event that such adverse impact or hardship cannot be avoided altogether, provide for the compensation and resettlement of such Displaced Persons, as such RPF may be amended from time to time, subject to compliance with the provisions of this Agreement.
50. “Safeguards Documents” means collectively the ESMF, the RPF, and the Pest Management Plan.
51. “Safeguards Instruments” means the Safeguards Documents and any safeguard plan developed for any Part of the Project pursuant to said Safeguard Documents, including the ESIA, ESMP, and RAP.
52. “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.
53. “Steering Committee” means the steering committee established by the Recipient and referred to in Section I.A.5 of Schedule 2 to this Agreement.
54. “Training” means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, *per diem* allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.
55. “UTGFS” means the Safety Net Technical Management Unit (*Unite Technique de Gestion Filets Sociaux*) established within the Ministry of Economy and Finance,

through the Prime Minister Decree No.2013-195/PM-RM dated February 27, 2013, as amended.