

**CONFORMED COPY**

**CREDIT NUMBER 4435-ML**

# **Financing Agreement**

**(West Africa Transport and Transit Facilitation Project)**

**between**

**REPUBLIC OF MALI**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated July 17, 2008**

**CREDIT NUMBER 4435-ML**

**FINANCING AGREEMENT**

AGREEMENT dated July 17, 2008, entered into between REPUBLIC OF MALI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

**WHEREAS**

(A) The Recipient is a member of the ECOWAS and WAEMU.

(B) The Program, as defined in the Appendix to this Agreement, is intended to be supported in part through several financings to be provided by the Association under this and other agreements, as well as other financings to ECOWAS, WAEMU or selected members of ECOWAS, already provided by other donors among which the African Development Fund, European Commission, and the *Banque Ouest Africaine de Développement*.

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to twenty four million six hundred thousand Special Drawing Rights (SDR 24,600,000) (variously, “Credit” and “Financing”) to assist in financing the Mali Project Activities included in the project described in Schedule 1 to this Agreement (“Project”). The Project is part of the Program.
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are March 15 and September 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 the Euro.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall carry the Mali Project Activities in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Mali Project Activities are carried out in accordance with the provisions of Schedule 2 to this Agreement.

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

- 4.01. The Additional Event of Suspension consists of the following:

An event or events have occurred after the date of the Financing Agreement, further to which an extraordinary situation has arisen, which makes it improbable that the Program, or a substantial part of the Program, can be carried out.

- 4.02. The Additional Event of Acceleration consists of the following:

The event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 30 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 ninety (90) days after the date of this Agreement.
  
- 5.02. For purposes of Section 8.05 (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 date of this Agreement.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is the Minister responsible for finance.

6.02. The Recipient's Address is:

Ministry of Finance  
BP. 234, Bamako  
Republic of Mali

Facsimile:

223-223-99-34

6.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS  
Washington, D.C.

248423 (MCI)

1-202-477-6391

AGREED at Bamako, Mali, as of the day and year first above written.

**REPUBLIC OF MALI**

**By /s/ Abou Bakar Traoré**

**Authorized Representative**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By /s/ Alassane Diawara**

**Authorized Representative**

## SCHEDULE 1

### Project Description

The objectives of the Project are to improve access by Burkina Faso and the Recipient to the ports in the Republic of Ghana as well as ports operations, and facilitate the efficient movement of traffic along the Tema - Ouagadougou - Bamako road transport corridor (the “Corridor”).

The Project consists of the following parts:

#### **Part 1: Corridor Road Infrastructure Improvement**

Improving quality and capacity of key sections of the Corridor to carry inter and intra country traffic by supporting:

(a) the rehabilitation and strengthening of key sections of the Corridor including, (i) the Ouagadougou – Sakoinsé section in Burkina Faso; (ii) the Buipe – Tamale section in Ghana; and (iii) in Mali: (A) the Bamako – Bougouni section, and (B) the Sikasso – Heremakono section, including (C) the preparatory studies for the works on the Sikasso – Heremakono section, the rest stops and the multifunctional platform in Faladié (Bamako);

(b) the construction of rest stop areas including, (i) up to two rest stops in Burkina Faso; (ii) up to two intervening transit checkpoints /rest stop areas and up to two rest stop areas on the Ghanaian section of the Corridor; and (iii) up to two rest stops in Mali;

(c) the implementation of social and environmental mitigation measures for the civil works areas in (i) Burkina Faso, (ii) Ghana, and (iii) Mali;

(d) the implementation of a Corridor specific HIV/AIDS action plan in: (i) Burkina Faso, (ii) Ghana, and (iii) Mali; and

(e) the design and implementation of Corridor specific road safety action plans in: (i) Burkina Faso, (ii) Ghana, and (iii) Mali.

**Part 2: Corridor Transport and Transit Facilitation Measures**

Strengthening the capacity of customs and transport authorities along the Corridor to better monitor, manage and secure the movement of transit cargo by supporting:

(a) the upgrade and extension of information communication technology to better monitor and secure the transit of goods along the Corridor including: (i) in Burkina Faso, (A) the extension of the Automated System for Customs Data ++ (“ASYCUDA++”) customs management system to the Ghanaian and Malian borders, and (B) the inter connection of the Burkina Faso ASYCUDA++ system with the Malian ASYCUDA++ and the Ghanaian Customs Management System; (ii) in Ghana, inter connection of the Ghanaian Customs Management System with the Burkina Faso ASYCUDA++ system and the Malian ASYCUDA++; and (iii) in Mali, inter connection of the ASYCUDA ++ system with the Burkina Faso ASYCUDA ++ system and the Ghanaian Customs Management System;

(b) the extension of the existing cargo tracking system to cover the whole Corridor, including: (i) in Burkina Faso, and (ii) in Mali;

(c) the improvement of mobile customs and transport authorities inspection teams’ resources to monitor and control traffic along the Corridor, including (i) in Burkina Faso, (A) the strengthening of mobile teams and the improvement of the monitoring and securing of transit traffic along the Corridor, and (B) the strengthening of capacity of customs and transport authorities to better monitor and secure transit traffic along the Corridor; (ii) in Ghana, the strengthening of capacity of customs and transport authorities to better monitor and secure transit traffic along the Corridor; and (iii) in Mali, (A) the strengthening of capacity of customs and transport authorities to better monitor and secure transit traffic along the Corridor, and (B) the rehabilitation of a multifunctional platform in Faladié (Bamako); and

(d) the construction of a transit parking facility near the Port of Tema in Ghana.



**Part 3: Project Management, Monitoring and Evaluation**

(a) Supporting the Project management, monitoring and evaluation, including: (i) in Burkina Faso, (A) strengthening of the national coordination, and (B) supporting the revision of the manual of accounting, administrative and financial procedures; (ii) in Ghana, (A) strengthening of the national coordination, and (B) supporting Ghana Highway Authority, Ghana Ports and Harbours Authorities and Customs Excise and Prevention Services; and (iii) in Mali, (A) strengthening of the national coordination, and (B) supporting the revision of the manuals for the implementation of the Mali Project Activities.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. Under the regional policy oversight of WAEMU and its Joint Technical Committee for coordination and monitoring of the Program, the Recipient shall, throughout the implementation of the Mali Project Activities, maintain the following implementation and coordination arrangements:

2. (a) No later than one (1) month after the Effective Date, or such other date as shall be agreed by the Association in writing, the Recipient shall establish within the MOT a Steering Committee, with attributions, composition and resources satisfactory to the Association

(b) Without limitation upon the provisions of subparagraph (a), the Steering Committee shall be responsible for (i) policy guidance of the Mali Project Activities, (ii) overall oversight of policy implementation related to the Mali Project Activities, (iii) supervision of the implementation of activities included in the Mali Project Activities, (iv) adoption of amendments to the Project Manual of Administrative, Financial and Accounting Procedures and the Project Implementation Manual; and (v) approval of the technical and financial implementation reports.

(c) Without limitation upon the provisions of subparagraph (a), the Steering Committee shall include representatives of the MEIT, the MOT, the MF, the MOD, the MSIPC, the DNR, the DNTTMF, the DGD, and shall meet on the Recipient's territory on a semi-annual basis.

3. (a) No later than one (1) month after the Effective Date, or such other date as shall be agreed by the Association in writing, the Recipient shall establish within the MOT, a Technical Committee, with attributions, composition and resources satisfactory to the Association.

(b) Without limitation upon the provisions of subparagraph (a), the Technical Committee shall be responsible for: (i) the communication between DNR, DNTTMF and DGD, (ii) the compliance with the chronograms for the implementation of the activities included in the Mali Project Activities; and (iii) the implementation of the Procurement Plan.

(c) Without limitation upon the provisions of subparagraph (a), the Technical Committee shall include representatives of the NCU, the DNR, the DNTTMF the DGD, *Agence d'Exécution des Travaux d'Entretien Routiers* (AGEROUTE)

4 (a) Within the MOT, the NCU, with attributions, composition and resources satisfactory to the Association, shall be responsible for the coordination of the implementation of the Mali Project Activities, including financial management, review of procurement activities, reporting, monitoring and evaluation.

(b) Without limitation upon the provisions of subparagraph (a), the NCU shall maintain staff with terms of reference, qualifications and experience satisfactory to the Association, including: (i) a national coordinator, (ii) a financial specialist, (iii) a procurement specialist, (iv) an environmental specialist, (v) a monitoring and evaluation specialist, (vi) an internal auditor, and, subject to the provisions of (c) below, (vii) an accountant.

(c) No later than three (3) months after the Effective Date, or such later date as may be agreed in writing by the Association, the Recipient shall have recruited an accountant for the NCU, in accordance with the provisions of Section III of Schedule 2 to this Agreement, with terms of reference, qualifications and experience satisfactory to the Association.

5. (a) DNR, DNTTMF and DGD shall each be responsible for the day to day technical implementation of its respective parts of the Mali Project Activities.

(b) Each of the DNR, DNTTMF and DGD shall maintain an implementation team, with resources satisfactory to the Association, including staff with terms of reference, qualifications and experience satisfactory to the Association.

## **B. Manuals**

1. No later than one (1) month after the Effective Date, or such later date as may be agreed in writing by the Association, the Recipient shall have adopted a version of the Project Manual of Administrative, Financial and Accounting Procedures, and the Project Implementation Manual for the purpose of implementing Mali Project Activities, in form and substance satisfactory to the Association.

2. Without limitation on the provisions of sub-paragraph (1), the Recipient shall ensure that the Mali Project Activities are implemented in accordance with the provisions of the Project Manual of Administrative, Financial and Accounting Procedures and the Project Implementation Manual and, unless the Recipient and the Association shall otherwise agree in writing, shall not amend or waive any

provision of the Project Manual of Administrative, Financial and Accounting Procedures and the Project Implementation Manual in a manner which, in the opinion of the Association, could have a material adverse impact on the implementation of the Mali Project Activities.

**C. Anti-Corruption**

The Recipient shall ensure that the Mali Project Activities are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**D. Safeguards**

1. The Recipient shall ensure that the Mali Project Activities are implemented in accordance with the provisions of the Environment and Social Management Framework, and the Resettlement Policy Framework and, except as the Association shall otherwise agree in writing, the Recipient shall not amend, abrogate, repeal, suspend or waive, or permit to be amended, abrogated, repealed, suspended or waived, any provision of the aforementioned.

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

**A. Project Reports**

1. (a) The Recipient shall monitor and evaluate the progress of the Mali Project Activities and prepare Project Reports on the Mali Project Activities in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five days after the end of the period covered by such report.
- (b) The performance indicators referred to above in sub-paragraph (a) consist of the following:
  - (i) At completion of the Mali Project Activities, the average transit time for imports moving by container from the exit of the Port of Tema to Bamako (Mali) has decreased by 20% from about 15 days to 12 about days;

(ii) At completion of the Mali Project Activities, the variance transit from the exit at the Port of Tema to Bamako (Mali) has decreased by 20% from about 6 days to about 4.8 days;

(iii) At completion of the Mali Project Activities, the percentage of road whose condition is consistent with an International Roughness Index (IRI) lower than 4.5 on the Heremakono – Bamako (Mali) portion of the Corridor has increased from 40% to 60%;

(iv) At completion of the Mali Project Activities, the number of fixed customs checkpoints on the Recipient's territory (excluding border posts) has decreased from four to one;

(v) At completion of the Mali Project Activities, the border crossing time at Heremakono (Mali - Burkina Faso) has decreased from 4 hours to 3 hours; and

(vi) At completion of the Mali Project Activities, the truck tracking system is functioning on the Recipient's portion of the Corridor.

2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Mali Project Activities and related plan required pursuant to that Section shall be furnished to the Association not later than September 30, 2014.

**B. Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five days after the end of each calendar quarter, interim unaudited financial reports for the Mali Project Activities covering the quarter, in form and substance satisfactory to the Association.
3. No later than three (3) months after the Effective Date, or such later date as may be agreed in writing by the Association, the Recipient shall have recruited an independent external auditor for the Mali Project Activities, in accordance with the provisions of Section III of Schedule 2 to this Agreement, with terms of

reference, qualifications and experience satisfactory to the Association, for the purpose of the audit referred to in paragraph (4) below.

4. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period, and the management letter related to such audited Financial Statements, shall be furnished to the Association not later than six months after the end of such period.

### **Section III. Procurement**

#### **A. General**

1. **Goods and Works.** All goods and works required for the Mali Project Activities and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Mali Project Activities and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

#### **B. Particular Methods of Procurement of Goods and Works**

1. **International Competitive Bidding.** (a) Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.  
  
(b) Domestic Preference: The provisions of paragraphs 2.55 and 2.56 of the Procurement Guidelines and Appendix 2 thereto, providing for domestic preference in the evaluation of bids, shall apply to goods manufactured in the territory of the Recipient and works to be carried out by domestic contractors.

2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

<b>Procurement Method</b>
(a) National Competitive Bidding
(b) Shopping
(c) Direct Contracting
(d) Procurement Agent

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<b>Procurement Method</b>
(a) Least-Cost Selection
(b) Quality-Based Selection
(c) Selection Based on the Consultants’ Qualifications
(d) Single-Source Selection
(e) Procurement Agent
(f) Selection Under a Fixed Budget
(g) Individual Consultants

3. **Shortlist including national consultants only.** The shortlist for the selection of consultants for each contract for consultants’ services estimated to cost less than

the equivalent of \$100,000 may include national consultants only, pursuant to paragraph 2.7 of the Consultants Guidelines.

**D. Review by the Association of Procurement Decisions**

Except as the Association shall otherwise determine by notice to the Recipient, the following contracts shall be subject to Prior Review by the Association:

- (a) each contract for works estimated to cost the equivalent of \$2,000,000 or more;
  - (b) each contract for goods estimated to cost the equivalent of \$500,000 or more;
  - (c) each contract for goods, works and non consulting services procured on the basis of Direct Contracting;
  - (d) each contract for consultants' services estimated to cost the equivalent of \$200,000 or more; and
  - (e) each contract for consultants' services procured on the basis of Single-Source Selection.
2. All terms of reference for consultants' services shall be subject to the Association's Prior Review.
  3. All Training activities will be carried out on the basis of annual budgets and programs submitted annually for the prior written approval of the Association. Said annual budgets and programs shall identify the general framework of the Training and similar activities for the year, and shall include: (a) the type of Training; (b) the purpose of the Training; (c) the personnel to be trained; (d) the institution or individual who will conduct the Training; (e) the location of the Training; (f) the duration of the proposed Training; and (g) the outcome and impact of the Training.
  4. All other contracts shall be subject to Post Review by the Association.



**E. Procurement Audits**

1. The Recipient shall have put in place arrangements, in each case satisfactory to the Association, including the recruitment of independent procurement auditors in accordance with the provisions of Section III of Schedule 2 to this Agreement, with terms of reference, qualifications and experience satisfactory to the Association, for reviewing the procurement of works, goods and consultants' services financed under the Mali Project Activities, including the reviewing of procurement procedures and processes:
  - (i) no later than twenty-four (24) months after the Effective Date, or such later date as may be agreed in writing by the Association, and
  - (ii) no later than September 30, 2013, or such later date as may be agreed in writing by the Association.
2. The Recipient shall furnish to the Association an audit report on the procurement of goods, works and consultants' services carried out under the Mali Project Activities, prepared by the said independent procurement auditors:
  - (i) no later than twenty-seven (27) months after the Effective Date, or such later date as the Association may agree, covering the period starting with the procurement of the first contract financed from the funds of the Financing until the date of said report, and
  - (ii) no later than June 30, 2013, or such later date as may be agreed in writing by the Association, covering the period from the date of the report referred to in subparagraph (i) above to December 31, 2013.

**Section IV. Withdrawal of the Proceeds of the Financing**

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Works and consultants’ services under Parts (1)(a)(iii) (A) and (C) and (3)(a)(iii)(B) of the Mali Project Activities	2,700,000	95%
(2) Works, goods and consultants’ services for the Mali Project Activities, including audit, Operating Costs and Training, but specifically excluding works and services under Category (1)	21,900,000	95%
<b>TOTAL AMOUNT</b>	24,600,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 2,700,000 equivalent may be made for payments made prior to this date but on or after September 1, 2007, for Eligible Expenditures under Category (1).
2. The Closing Date is March 31, 2014.

**C. Recipient’s contribution to the financing of the Mali Project Activities**

1. Without limitation to the provisions of Section 4.03 of the General Conditions, the Recipient shall ensure that no later than one (1) month after the Effective Date, or such later date as may be agreed in writing by the Association, the Recipient:

(a) has opened an account in African Financial Community Francs in a commercial bank acceptable to the Association for the deposit of the funds required for the payment of such portion of the expenditures of the Mali Project Activities which are not eligible to a payment from the proceeds of the Financing; and

(b) has made an initial deposit of an amount equivalent to \$50,000.

2. Without limitation to the provisions of Section 4.03 of the General Conditions, the Recipient shall ensure that, for each calendar year starting with the first calendar year beginning after the Effective Date:

(a) a budget allocation of an amount equivalent to the amount in Dollars indicated in the table below for the corresponding calendar year be allocated to the payment by the Recipient of the portion of the expenditures for the Mali Project Activities which cannot be financed from the proceeds of the Financing; and

(b) the corresponding amount be deposited in the bank account referred to in paragraph (1)(a) above by fourth of equal amount at the beginning of each calendar quarter, unless otherwise agreed in writing by the Association whether with respect to the amount to be paid or the date for such payment.

(c) The table of annual budgetary allocations referred to in paragraph (a) above is as follows:

Years (*)	Amounts in Dollars Equivalent
2009	250,000
2010	475,000
2011	625,000
2012	500,000
2013	225,000
2014	75,000

(\*) Subject to an Effective date before December 31, 2008.

**Section V. Other Undertakings**

- A. No later than thirty (30) months after the Effective Date, or such later date as may be agreed upon in writing by the Recipient and the Association, the Recipient and the Association shall carry out a mid term review of the Mali Project Activities, covering the progress achieved in the implementation of the Mali Project Activities. The Recipient shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association three (3) months prior to the beginning of such mid term review of the Mali Project Activities, or such other date as may be agreed in writing by the Association, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of the Mali Project Activities during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Mali Project Activities and the achievement of the objectives of the Project during the period following such date.
  
- B. The Recipient shall publish, on its web site [www.gouv.ml](http://www.gouv.ml), or any other location acceptable to the Association, the results of the road block surveys carried out at the request of WAEMU and ECOWAS within two months of their finalization.

**SCHEDULE 3****Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each March 15 and September 15:	
commencing September 15, 2018 to and including March 15, 2028	<b>1%</b>
commencing September 15, 2028 to and including March 15, 2048	<b>2%</b>

\* 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 3.03 (b) of the General Conditions.

**APPENDIX****Definitions**

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004 and revised in October 2006.
4. “Corridor” means the Tema (Ghana) - Ouagadougou (Burkina Faso) - Bamako (Mali) road transport corridor.
5. “DGD” means the Recipient’s General Customs Directorate (“*Direction Générale des Douanes*”) within the MF.
6. “DNR” means the Recipient’s National Directorate of Roads (“*Direction Nationale des Routes*”) within the MOT.
7. “DNTTMF” means the Recipient’s National Directorate of Land, Maritime and Fluvial Transportation (“*Direction Nationale des Transports Terrestres, Maritimes et Fluviaux*”) within the MOT.
8. “ECOWAS” means the Economic Community of West African States established among its member states by the ECOWAS Treaty of July 24, 1993.
9. “Environment and Social Management Framework” means the document entitled “*Plan de Gestion Environnementale et Sociale du Projet Intérimaire des Transports*” prepared by *Groupement pour l’Aménagement et la Gestion des Forêts et de l’Environnement* at the request of the Recipient and dated January 2004.
10. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).

11. “Mali Project Activities” means collectively the activities included in Part (1) (a)(iii) (A), (B) and (C), (b)(iii), (c)(iii), (d)(iii), (e)(iii), Part (2) (a)(iii), (b)(ii) and (c)(iii), and Part (3)(a)(iii) (A) and (B) of the Project.
12. “MEIT” means the Recipient’s ministry or ministries responsible for economy, industry and trade (*Ministère de l’Economie, de l’Industrie et du Commerce*).
13. “MF” means the Recipient’s ministry responsible for finance (*Ministère des Finances*).
14. “MSIPC” means the Recipient’s ministry or ministries responsible for internal safety and civil protection (*Ministère de la Sécurité Intérieure et de la Protection Civile*).
15. “MOD” means the Recipient’s ministry or ministries responsible for decentralization and local government (*Ministère de l’Administration Territoriale et des Collectivités Locales*).
16. “MOT” means the Recipient’s ministry or ministries responsible for transportation and equipment (*Ministère de l’Équipement et des Transports*).
17. “NCU” means the Recipient’s National Coordination Unit (“*Unité Nationale de Coordination*”) established by Decree no. 07-301/P-RM of August 29, 2007 for the Recipient’s Second Transport Sector Project with attributions including the implementation of activities of other Recipient’s projects in the transport sector.
18. “Operating Costs” means the incremental operating expenses, based on annual budgets approved by the Association, incurred by NCU, on account of the Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, per diem, but excluding the salaries of officials and public servants of the Recipient’s civil service
19. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006.
20. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 28, 2008 and referred to in paragraph 1.16 of the Procurement

Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

21. “Program” means the first phase of Community Action Plan for Road Infrastructures and Transport (“*Programme d’Actions Communautaires des Infrastructures et du Transport Routier*”) for the adoption of the community strategy and road infrastructure network within WAEMU to improve the access of Burkina Faso, Mali and Niger to the Ghanaian ports of Tema and Takoradi, reduce transport costs and promote economic activity and private sector development (its first phase focusing on the rehabilitation of road sections along the Corridor to better integrate Burkina Faso and Mali to the Recipient’s ports and activities to facilitate inter state road movement of goods along the Corridor), adopted by WAEMU’s Council of Ministers in Dakar by Decision no. 07/2001/CM/UEMOA of September 20, 2001, and implemented in coordination with ECOWAS’ Regional Road Transport and Transit Facilitation Program adopted by ECOWAS’ Authority of Heads of State and Government in Dakar by Decision Dec. 10/01/03 of January 31, 2003.
22. “Project Implementation Manual” means the Recipient’s guidelines and procedures, in form and substance satisfactory to the Association, adopted by the Recipient and used for the purpose of implementing the Project, including in the areas of monitoring and evaluation, coordination, social and environmental safeguards, and other provisions related to the institutional organization, as such guidelines and procedures may be amended from time to time in prior written agreement with the Association, and such term includes any schedule to the Project Implementation Manual.
23. Project Manual of Administrative, Financial and Accounting Procedures” means the Recipient’s manual, in form and substance satisfactory to the Association and the Recipient, in form and substance satisfactory to the Association, containing financial, administrative and accounting procedures applicable to the Mali Project Activities, as such manual may be amended from time to time in prior written agreement with the Association, and such term includes any schedule to the Project Manual of Administrative, Financial and Accounting Procedures.
24. “Resettlement Policy Framework” means the document entitled “*Cadre Réglementaire de Recasement et de Compensation des Populations Affectées par les Travaux d’Infrastructures du Projet d’Amélioration des Corridors de Transport*” dated October 2006 and prepared by M. Nampaa Sanogho at the request of the Recipient.



25. “Technical Committee” means the Recipient’s committee entitled “*Comité Technique*” referred to in Section I, Paragraph (A)(3) of Schedule 2 to this Agreement.
26. “Training” means the training of persons involved in Project-supported activities, based on annual budgets and programs approved by the Association in writing, such term including seminars, workshops, conference and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs of securing the services of trainers, rental of training facilities, preparation and reproduction of training materials and other costs directly related to course preparation and implementation.
27. “Steering Committee” means the Recipient’s committee entitled “*Comité de Pilotage*” referred to in Section I, Paragraph (A)(2) of Schedule 2 to this Agreement.
28. “WAEMU” means the West Africa Economic and Monetary Union (*Union Economique et Monétaire Ouest Africaine*).