

CONFORMED COPY

CREDIT NUMBER 4987-CM

Financing Agreement

**(Second Additional Financing For
CEMAC – Transport and Transit Facilitation Project)**

between

REPUBLIC OF CAMEROON

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated October 28, 2011

FINANCING AGREEMENT

Agreement dated October 28, 2011, entered into between REPUBLIC OF CAMEROON (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

WHEREAS (A) Other activities for the facilitation of regional trade within CEMAC and improvement of the Recipient’s, the Central African Republic’s and the Republic of Chad’s access to world markets are intended to be funded by other donors, including, *inter alia*, the following:

(i) The European Commission (EC) has entered into an agreement with the Recipient dated August 10, 2006 for the provision of an amount of 81,590,000 Euros (the “EC Cameroon-9th EDF Grant Agreement”);

(ii) The EC has entered into an agreement with the Recipient dated December 9, 2007 for the provision of an additional amount of 40,000,000 Euros (the “EC Cameroon-10th EDF Grant Agreement”); and

(iii) The African Development Fund (ADF) has entered into an agreement with the Recipient dated February 29, 1998 for the provision of an amount of 48,000,000 Units of Account.

NOW, THEREFORE, the parties hereto agree as follows:

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 seventy million seven hundred thousand Special Drawing Rights (SDR

70,700,000) (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 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 1 and September 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 and the Program. To this end, the Recipient shall carry out the Project 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 Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The Recipient has not complied with any of its commitments under the MOU on the reform and financing of the Recipient.
 - (b) (i) Subject to sub-paragraph (iii) of this paragraph: (A) the right to withdraw the proceeds of the financing provided by the EC and the ADF, respectively, as described in paragraph (A) (i) to (iii) of the Preamble to

this Agreement (collectively referred to in this paragraph as the “Parallel Financing”), has been suspended, cancelled, or terminated in whole or in part; or (B) the Parallel Financing has become due and payable prior to its agreed maturity.

(ii) Subject to sub-paragraph (iii) of this paragraph, the right to withdraw the proceeds of the financing to be provided under the Trust Fund Agreement has been suspended, cancelled, or terminated in whole or in part or has become due and payable prior to its agreed maturity.

(iii) Sub-paragraph (i) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the Association that adequate funds for the financing of the activities intended to be financed from the proceeds of the Parallel Financing are available from other sources on terms and conditions consistent with the Recipient’s obligations under this Agreement.

- 4.02. Any event specified in Section 4.01 of this Agreement occurring and continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient shall constitute an Additional Event of Acceleration.

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 years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient’s Representative is the Recipient’s Minister at the time in charge of Economy, Planning and Regional Development.

6.02. The Recipient's Address is:

Ministry of Economy, Planning and Regional Development
Yaoundé
Republic of Cameroon

Cable address:	Facsimile:
MINEPAT	237-22-22-15-09

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 Maroua, Cameroon, as of the day and year first above written.

REPUBLIC OF CAMEROON

By

/s/ Louis Paul Motaze
Ministry of Economy, Planning and Regional Development
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ Gregor Binkert
Country Director for Cameroon
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to facilitate regional trade among the Member States and improve the Recipient's, the Central African Republic's and the Republic of Chad's access to world markets.

The Project, which is part of the Program, consists of the following parts that have been added to the Original Project:

Part 1: Roads and Bridge Infrastructure Improvement and Road Safety in the Corridors through:

- (i) Periodic maintenance, rehabilitation and upgrading works on the Magada-Maroua road section of the Douala-N'Djamena corridor;
- (ii) Reconstruction of the Tilde bridge in the Douala-N'Djamena corridor;
- (iii) Road safety works on selected sections of the Corridors;
- (iv) Spot interventions for maintenance and rehabilitation in selected sections of the Corridors; and
- (v) Carrying out of a road safety assessment on selected sections of the Corridors.

Part 2: Transport Sector Institutional Strengthening through:

- (i) Capacity building and institutional strengthening for institutions in the Recipient's transport and public work sectors; and
- (ii) Support for the Project's management and coordination activities, including financing of the audits, Operating Costs, provision of Training for key entities of the Recipient's transport and public work sectors.

SCHEDULE 2**Project Execution****Section I. Implementation Arrangements****A. Institutional Arrangements**

The Recipient shall, throughout the implementation of the Project, maintain the following implementation and coordination arrangements:

- (a) The Steering Committee shall be responsible for the national coordination and overall management of the Project, including such activities undertaken to secure compliance of the Project with good governance principles.
- (b) The Ministry of Public Works shall be responsible for the oversight, reporting and coordination of Part (1) of the Project, and the Ministries of Transport and of Public Works, each for its part, shall be responsible for the oversight and coordination of Part (2) of the Project.
- (c) The Ministry of Public Works shall be responsible for the technical implementation of the Project. Each year, the Ministry of Public Works shall prepare and submit to the Steering Committee an annual work program and budget acceptable to the Association; no Project activities shall be carried out by the Recipient unless included in such a program and budget approved by the Association.

B. Staff and Manuals

- (a) The Recipient shall, throughout the implementation of the Project, maintain appropriate staff in adequate number with terms of reference, qualification and experience satisfactory to the Association.
- (b) Without limitation on its obligations set forth in paragraph (a) above, the Recipient shall have recruited an additional accountant, no later than 12 months after the Effective Date, pursuant to terms of reference, qualifications and experience acceptable to the Association.
- (c) The Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual, and shall not, unless the Association shall otherwise agree, amend or waive any provision thereof which in the opinion of the Association may adversely and

materially affect the implementation of the Project or the achievement of its objective.

- (d) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.

C. Anti-Corruption

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

D. Safeguards

- (a) Except as otherwise agreed in writing by the Association, the Recipient shall implement the Project in accordance with the guidelines, procedures, timetables and other specifications set forth in the Safeguards Instruments.
- (b) Except as the Association shall agree in writing, the Recipient shall (i) not abrogate, amend, repeal, suspend, waive or otherwise fail to enforce the provisions of any of the Safeguards Instruments; (ii) ensure sufficient safeguards due diligence at all stages of Project implementation; (iii) ensure that periodic monitoring and evaluation of the activities covered by the Safeguards Instruments are undertaken correctly; and (iv) work closely with relevant stakeholders to ensure due consideration of social and environmental dimensions.
- (c) Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association, on a semi-annual basis, reports on the status of compliance with the Safeguards Instruments, giving details of:
 - (A) measures taken in furtherance of each of the Safeguards Instruments;
 - (B) conditions, if any, which interfere or threaten to interfere with the smooth implementation of any of the Safeguards Instruments; and
 - (C) remedial measures taken or required to be taken to address such conditions.

- (d) The Recipient shall include annually in its budget, with the allocation of sufficient resources, and provide for the use of such resources in a timely and efficient manner for the due implementation of environmental and social mitigation measures.

E. Road maintenance

The Recipient shall adequately maintain the portion of the Corridors running through its territory. To that effect, the Recipient shall include annually in its budget, allocation of sufficient resources for the portions of the Corridors located in its territory and ensure the sound use of such resources in a timely and efficient manner as to complete all routine maintenance of such portion of the Corridors.

F. Security

The Recipient shall ensure that each contract entered into for the implementation of the Project contains appropriate safeguards for the management of the insecurity risk resulting from conflicts in the areas where the activities under such contract are carried out.

G. Counterpart funds

1. In accordance with Section 4.03 of the General Conditions, the Recipient shall, *inter alia*, provide for the payment of the customs duties and the value added tax which are not eligible for a financing from the funds of the Credit, as stated in Section IV (A)(2) of Schedule 2 to this Agreement.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.
2. Eighteen (18) months after the Effective Date, or such later date as may be agreed upon by the Recipient and the Association, the Recipient shall, in conjunction with the Association, carry out a mid-term review of the Project (the "Mid-term Review"), covering the progress achieved in the implementation of the Project. The Recipient shall prepare, under terms of reference satisfactory to

the Association, and furnish to the Association not less than three (3) months prior to the beginning of the Mid-term Review, or on such later date agreed upon with the Association in writing, 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 Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the Association to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.

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 (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. 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 shall be furnished to the Association not later than six months after the end of such period.
4. No later than 12 months after the Effective Date, the Recipient shall have updated the terms of reference for the external independent auditor, in form and substance satisfactory to the Association, for the purpose of carrying out the financial audits referred to in Paragraph 3 above.

Section III. Procurement

A. General

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project 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 Project 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, Works and Non-consulting Services

- 1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
- 2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Method
(a) Limited International Bidding
(b) National Competitive Bidding
(c) Shopping
(d) Direct Contracting

- 3. **Requirements for the National Competitive Bidding.** The procedures to be followed for National Competitive Bidding shall be those set forth in the Recipient’s Procurement Code of September 24, 2004 as revised from time to time in a manner deemed acceptable to the Association, subject, however, to the modifications described in the following paragraphs required for compliance with the Procurement Guidelines.
 - (i) Each bidding document and contract financed out of the proceeds of the Financing shall provide that the bidders, suppliers, contractors and subcontractors shall permit the Association, at its request, to inspect their accounts and records related to bid submission and performance of the contract, and to have said accounts audited by auditors appointed by the Association; and the deliberate and material violation of such provision may amount to obstructive practice as defined in the Procurement Guidelines;

- (ii) The invitation to bid shall be advertised in national newspapers with wide circulation;
- (iii) The bid evaluation, qualification of bidders and contract award criteria shall be clearly indicated in the bidding documents;
- (iv) The bidders shall be given adequate response time (at least four weeks from the date of the invitation to bid or the date of availability of bidding documents, whichever is later) to prepare and submit their bids;
- (v) The contracts shall be awarded for the lowest evaluated bid, provided that it is qualified;
- (vi) The eligible bidders, including foreign bidders, shall not be precluded from participating; and
- (vii) No preference margin shall be granted to domestic contractors.

4. Provisions Applicable to Procurement of Goods, Works, Consultants' and Non-consulting Services initiated prior to the date of this Agreement.

Notwithstanding the terms and conditions of this Section III (Procurement) and Section I.D (Anti-Corruption) of this Schedule 2 to this Agreement, (i) to the extent the Initiation of Procurement Process in respect of a good, work or service to be financed out of the proceeds of the Financing occurred prior to the date of this Agreement; and (ii) there are no proceeds remaining under the Original Financing and the First Additional Financing to finance such good, work or service; then, on an exceptional basis only and subject to the Association's prior no-objection, Section I.C of this Schedule 2 shall not apply to the proceeds of the Financing utilized to finance such good, work or service, and Section III of this Schedule shall not apply to the procurement of such good, work or service; provided, however, that the provisions of Schedule 2, Section I.C (Anti-Corruption) of the First Additional Financing Agreement, as well as of Section III (Procurement) of Schedule 2 to the Original Financing Agreement or First Additional Financing Agreement (as relevant), as they read at the time of such Initiation of Procurement Process, shall apply to the procurement of such good, work or service.

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.

Procurement Method
(a) Quality Based Selection
(b) Selection Under a Fixed Budget
(c) Least Cost Selection
(d) Selection Based on Consultant’s Qualifications
(e) Single Source Selection
(f) Selection of Individual Consultants

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

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:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed
(1) Works, non-consulting services and consultants' services (including audits) and Training for Part 1 and 2 of the Project, except for Part 1 (ii) of the Project	60,600,000	100% VAT not included
(2) Operating Costs for Part 2 of the Project	800,000	100% all taxes included
(3) Unallocated	9,300,000	
TOTAL AMOUNT	70,700,000	

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.
2. The Closing Date is January 31, 2016.

Section V. Other Undertakings

- (a) The Recipient shall produce and deliver to the Association every six months a semi-annual governance report on its activities referred to in Section I, Part A(b) of Schedule 2 to this Agreement, during the period covered by such report and including recommendations for the future, in form and substance satisfactory to the Association.
- (b) The Recipient shall adequately maintain the portion of the Corridors running through its territory. To that effect, the Recipient shall include annually in its budget, allocation of sufficient resources for the portions of the Corridors located in its territory and ensure the sound use of such resources in a timely and efficient manner as to complete all routine maintenance of such portion of the Corridors.
- (c) The Recipient shall publish the National Customs' statistics and the National Customs' indicators agreed upon with the Association at least once per each quarter of every fiscal year of the Recipient, in form and substance satisfactory to the Association.

- (d) The Recipient shall prepare, on the basis of terms of reference satisfactory to the Association, and transmit to the Association, no later than three months before the beginning of such Mid-term Review, a report including the results of the monitoring and evaluation activities carried out in accordance with this Agreement, on the progress made in the implementation of the Project activities during the period covered by such report, and making recommendations to ensure the efficient implementation of the Project activities and the achievement of the Project objective during the period after the Mid-term Review. The other technical and financial partners supporting the Program shall be invited to participate in the Mid-term Review.
- (e) The Recipient shall publish each year its Financial Statements, within six months of the end of the period they cover, on the government's website of the Recipient.

Section VI. Amendments to the Original Financing Agreement and to the First Additional Financing Agreement

A. The Original Financing Agreement is amended as follows:

1. Section IV.B.2 of Schedule 2 of the Original Financing Agreement is deleted in its entirety and replaced by the following:

“2. The Closing Date is January 31, 2016”.

2. Section V (e) and (h) of Schedule 2 to the Original Financing Agreement are deleted in their entirety and replaced by the following:

“(e) The Recipient shall adequately maintain the portion of the Corridors running through its territory. To that effect, the Recipient shall include annually in its budget, allocation of sufficient resources for the portions of the Corridors located in its territory and ensure the sound use of such resources in a timely and efficient manner as to complete all routine maintenance of such portion of the Corridors.”

“(h) The Recipient shall publish the National Customs' statistics and the National Customs' indicators agreed upon with the Association at least once per each quarter of every fiscal year of the Recipient, in form and substance satisfactory to the Association”.

3. The following definitions in the Appendix to the Original Financing Agreement are replaced in their entirety by the definitions herebelow, with prospective effect from the Effective Date of this Agreement:

“6. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and

Grants by World Bank Borrowers” published by the Bank in January 2011.

“14. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.

B. The First Additional Financing Agreement is amended as follows:

1. Section IV.B.2 of Schedule 2 of the First Additional Financing Agreement is deleted in its entirety and replaced by the following:

“2. The Closing Date is January 31, 2016”.

2. The following definitions in the Appendix to the First Additional Financing Agreement are included or replaced in their entirety by the definitions herebelow, with prospective effect from the Effective Date of this Agreement:

“7. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.

“16. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.

“27. “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 and revised in January 2011”.

3. A new Section V to Schedule 2 to the First Additional Financing Agreement is added, as follows:

“Section V. Other Undertakings

(a) The Recipient shall produce and deliver to the Association every six months a semi-annual governance report on its activities referred to in Section I, Part A(b) of Schedule 2 to this Agreement, during the period covered by such report and including recommendations for the future, in form and substance satisfactory to the Association.

(b) The Recipient shall adequately maintain the portion of the Corridors running through its territory. To that effect, the Recipient shall include

annually in its budget, allocation of sufficient resources for the portions of the Corridors located in its territory and ensure the sound use of such resources in a timely and efficient manner as to complete all routine maintenance of such portion of the Corridors.

- (c) The Recipient shall publish the National Customs' statistics and the National Customs' indicators agreed upon with the Association at least once per each quarter of every fiscal year of the Recipient, in form and substance satisfactory to the Association.
- (d) The Recipient shall prepare, on the basis of terms of reference satisfactory to the Association, and transmit to the Association, no later than three months before the beginning of such Mid-term Review, a report including the results of the monitoring and evaluation activities carried out in accordance with this Agreement, on the progress made in the implementation of the Project activities during the period covered by such report, and making recommendations to ensure the efficient implementation of the Project activities and the achievement of the Project objective during the period after the Mid-term Review. The other technical and financial partners supporting the Program shall be invited to participate in the Mid-term Review.
- (e) The Recipient shall publish each year its Financial Statements, within six months of the end of the period they cover, on the government's website of the Recipient."

SCHEDULE 3**Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each March 1 and September 1:	
commencing September 1, 2021 to and including March 1, 2031	1%
commencing September 1, 2031 to and including March 1, 2051	2%

* 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**Section I. 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 and revised in January 2011.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “CEMAC” means the Central African Economic and Monetary Community.
4. “CFA Francs” means the currency having legal tender in the African Financial Community.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.
6. “Corridors” means collectively the Douala-N’Djamena and Douala-Bangui transport corridors.
7. “ESIA” means the environmental and social impact assessment document entitled “*Etude en Vue de la Réhabilitation de la Route Nationale no. 1 Tronçon Magada – Maroua, Rapport d’Etude d’Impact Environnemental et Social*” prepared by the Recipient and dated March 2011.
8. “ESMP” or “Environmental and Social Management Plan” means collectively: (i) the document entitled “*Plan de Gestion Environnementale et Sociale*” prepared by the Ministry of Public Works at the request of the Recipient and dated January 2007; (ii) the document entitled “*Etude en vue du bitumage de la voie de contournement de la ville de Kousseri – Rapport d’Etude d’Impact Environnemental*” prepared by the consulting firm ECTA-BTP SARL at the request of the Recipient and dated July 2009; and (iii) the environmental and social management plan prepared as part of the ESIA.
9. “First Additional Financing” means the first additional financing for the Original Project, approved on November 5, 2009 and declared effective by the Association on April 8, 2010.
10. “First Additional Financing Agreement” means the financing agreement for the first additional financing for the Project executed between the Recipient and the Association on January 29, 2010 (Credit No. 4659-CM).

11. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
12. “Initiation of Procurement Process” means, in connection with the procurement of a good, work or service, the date on which the invitation to bid or the quote requested for such good or work or the request for proposals for such service is issued.
13. “Member States” means the members of CEMAC, including, as of the date of this Agreement, the Central African Republic, the Republic of Cameroon, the Republic of Chad, the Republic of Congo, the Republic of Equatorial Guinea and the Gabonese Republic.
14. “Ministry of Public Works” (in French, *Ministère des Travaux Publics*) means the Recipient’s ministry in charge, *inter alia*, of public works.
15. “Ministry of Transport” (in French, *Ministère des Transports*), means the Recipient’s ministry in charge, *inter alia*, of transport.
16. “MOU” means the “Memorandum of Understanding *sur la réforme et le financement du sous-secteur routier au Cameroun*” entered into in July 2009, as it may be amended from time to time in a manner satisfactory to the Association.
17. “Operating Costs” means the incremental operating expenses incurred on account of the Project implementation, management and monitoring, including rent for buildings; office, vehicles, office equipment and other operation and maintenance costs; water and electricity utilities, telephone, office supplies, bank charges, additional staff costs, travel and supervision costs, and *per diem*, but excluding the salaries of officials and public servants of the Recipient’s civil service.
18. “Original Financing” means the original financing for the Original Project, approved on June 26, 2007 and declared effective by the Association on December 5, 2007.
19. “Original Financing Agreement” means the financing agreement for the Original Project executed between the Recipient and the Association on November 15, 2007, as amended by letter sent to the Recipient by the Association on February 5, 2010 and countersigned by the recipient on February 19, 2010 (Credit No. 4337-CM).
20. “Original Project” means the Project described in the Original Financing Agreement.

21. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” published by the Bank in January 2011.
22. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 15, 2011 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
23. “Program” means the CEMAC Trade and Transport Facilitation Program designed to (i) implement a regional institutional framework; (ii) harmonize national regulations; (iii) improve interconnectivity of customs information technology systems within the region; and (iv) implement a pilot trade and transport facilitation project on the Douala-N’Djamena (about 1,850 km) and Douala-Bangui (about 1,450 km) corridors, adopted by CEMAC pursuant to *Règlement* No. 14/06-UEAC-160-CM-14 dated March 11, 2006.
24. “Project Implementation Manual” means collectively the Recipient’s documents entitled (i) “*Manuel de Procédures Administratives, Comptables et Financières*” and dated November 2007 and updated in April 2011, and (ii) “*Projet de Facilitation des Transports et de Transit sur les Corridors Douala-Djamena-Bangui – Manuel d’Exécution du Projet*” and dated March 2008, and containing procedures applicable to the Project and used for the purpose of implementing the Project, including in the areas of administrative, accounting, financial management, procurement, monitoring and evaluation, coordination, social and environment, and other provisions related to the institutional organization, as such guidelines and procedures may be amended from time to time in a manner consistent with this Agreement, and such term includes any schedule to the Project Implementation Manual.
25. “Resettlement Action Plans” means collectively (i) the document entitled “*Plan de Réinstallation*” prepared by the Ministry of Public Works at the request of the Recipient and dated October 2006, (ii) the document entitled “*Rapport d’Etude d’Impact Environnemental – Plan de Réinstallation (Tronçons Ngaoundéré-Garoua, Maroua-Kousséri et contournement de la ville de Kousséri)*” prepared by the Recipient and dated July 2009; and (iii) the document entitled “*Plan de Reinstallation Succinct (PRS) des Travaux d’Elargissement du Pont sur le Mayo Elbeid à Tilde*” prepared by the Recipient and dated March 2011.
26. “Safeguards Instruments” means collectively (i) the ESIA, (ii) the ESMP, and (iii) the Resettlement Action Plans.
27. “Steering Committee” means the committee established by the Recipient by *arrêté* No. 121/CAB/PM dated September 14, 2005 for the creation, organization

and operation of the national steering committee of the integrated road program and the transport facilitation project in the CEMAC area.

28. “Training” means the training of persons involved in Project supported activities under the Project, including seminars, workshops, study tours, and costs associated with such activities including travel and *per diem*, 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.
29. “Trust Fund Agreement” means the grant agreement (SPA TF0010978) entered into by the International Development Association, acting as administrator of grant funds provided by the Kingdom of Spain under the Programmatic Trust Fund for the Spanish program in Africa, and the Recipient, in the same date of the date of this Agreement, for the provision of an amount of US\$11,489,423.