CONFORMED COPY

CREDIT NUMBER 4438-BF

Financing Agreement

(West Africa Transport and Transit Facilitation Project)

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 8, 2008

CREDIT NUMBER 4438-BF

FINANCING AGREEMENT

AGREEMENT dated July 8, 2008, entered into between BURKINA FASO ("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 already provided by other donors to ECOWAS, WAEMU or selected members of ECOWAS, among which the African Development Fund, European Commission, and the *Banque Ouest Africaine de Dévelopment*.

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 forty-three million Special Drawing Rights (SDR 43,000,000) (variously, "Credit" and "Financing") to assist in financing the Burkina Faso 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 May 1st and November 1st 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 out the Burkina Faso 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 Burkina Faso 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 occurrence of events 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, is an Additional Event of Suspension.
- 4.02. The Additional Event of Acceleration consists of the following:
 - (a) 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 days (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 of the Recipient at the time responsible for finance.
- 6.02. The Recipient's Address is:

Minister of Economy and Finance Ministère de l'Economie et des Finances 03 BP 7050 Ouagadougou 03 Burkina Faso

Cable: Telex: Facsimile:

SEGEGOUV 5555 (226) 50-31-27-15

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 248423 (MCI) 1-202-477-6391

Washington, D.C.

AGREED at Ouagadougou, Burkina Faso, as of the day and year first above written.

BURKINA FASO

By /s/ Jean Baptiste M. P. Compaoré

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Galina Y. Sotirova

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to improve access by the Recipient and the Republic of Mali 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 Harbors 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 Project activities in Mali.

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 Burkina Faso Project Activities, maintain the following implementation and coordination arrangements:
- 2. (a) The Steering Committee, with attributions, composition and resources satisfactory to the Association, shall be responsible for policy guidance and overall oversight of the Burkina Faso Project Activities, and shall ensure communication and cooperation among the stakeholders, including road users.
- (b) Without limitation upon the provisions of subparagraph (a), the Steering Committee shall be co-chaired by the Recipient's Minister responsible for transport and the Recipient's Minister responsible for infrastructure, or their respective representative. The Steering Committee shall include representatives of the MEF (including DGD), the MOT (including DGTTM) and the MID (including DGR). The Steering Committee shall meet on the Recipient's territory twice a year.
- 3. (a) The PCU shall be responsible for the overall implementation of the Burkina Faso Project Activities, including financial management, reporting, and monitoring and evaluation.
- (b) The PCU shall maintain appropriate staff, with terms of reference, qualifications and experience satisfactory to the Association, and necessary resources for the implementation of the Burkina Faso Project Activities.
- (c) Without limitation upon the provisions of subparagraph (b), 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 PCU, 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.

- 4. (a) The DGR, the DGTTM and the DGD shall each be responsible for the day to day technical and fiduciary implementation of their respective parts of the Burkina Faso Project Activities.
- (b) The DGR, the DGTTM and the DGD shall each maintain appropriate staff, including a focal point, each with terms of reference, qualifications and experience satisfactory to the Association, and necessary resources for the implementation of its respective parts of the Burkina Faso Project Activities.

B. Manual

1. The Recipient shall ensure that the Burkina Faso Project Activities are implemented in accordance with the provisions of the Project Manual of Administrative, Financial and Accounting Procedures 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 in a manner which, in the opinion of the Association, could have a material adverse impact on the implementation of the Burkina Faso Project Activities.

C. Anti-Corruption

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

D. Safeguards

1. The Recipient shall implement the Burkina Faso Project Activities in accordance with the provisions of the Environment and Social Management Plan and the Resettlement Policy Framework and, except as the Association shall otherwise agree in writing, shall not abrogate, amend, repeal, suspend or waive any provisions of any of said Environment and Social Management Plan and the Resettlement Policy Framework.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. Project Reports

1. (a) The Recipient shall monitor and evaluate the progress of the Burkina Faso Project Activities and prepare Project Reports on the Burkina Faso 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 Burkina Faso Project Activities, the average transit time for imports moving by container from the exit of the Port of Tema (Ghana) to Ouagadougou (Burkina Faso) has decreased by 20% from about 7 days to about 5.6 days;
 - (ii) At completion of the Burkina Faso Project Activities, the variance transit from the exit at the Port of Tema (Ghana) to Ouagadougou (Burkina Faso) has decreased by 20% from about 3 days to about 2.4 days;
 - (iii) At completion of the Burkina Faso Project Activities, the percentage of road with conditions consistent with an International Roughness Index (IRI) lower than 4.5 on the Paga (Ghana)/Ouagadougou (Burkina Faso) portion of the Corridor has increased from 50% to 75%;
 - (iv) At completion of the Burkina Faso Project Activities, the border crossing time at Dakola (Ghana/Burkina Faso) has decreased from 5 hours to 4 hours;
 - (v) At completion of the Burkina Faso Project Activities, the border crossing time at Koloko (Mali/Burkina Faso) has decreased from 4 hours to 3 hours; and
 - (vi) At completion of the Burkina Faso Project Activities, the truck tracking system is functioning on the Burkina Faso portion of the Corridor.
- 2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Burkina Faso 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 Burkina Faso 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 Burkina Faso 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, commencing with the fiscal year in which the first withdrawal under the first Project Preparation Advance was made. 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.

Section III. Procurement

A. General

- 1. Goods and Works. All goods and works required for the Burkina Faso 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 Burkina Faso 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:

Procurement Method (a) National Competitive Bidding (b) Shopping

(c) Direct Contracting

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) Least-Cost Selection
- (b) Selection Based on the Consultants' Qualifications
- (c) Single-Source Selection
- (d) Selection Under a Fixed Budget
- (e) 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

- 1. 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 \$1,000,000 or more:
 - (b) each contract for goods estimated to cost the equivalent of \$300,000 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 provided by a firm estimated to cost the equivalent of \$300,000 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 with respect to which such review is required pursuant to the Procurement Plan approved in writing by the Association 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 include: (a) the type of Training; (b) the personnel to be trained; (c) the institution or the individual who will conduct the Training; (d) the estimated cost of the Training; (e) the duration of the proposed Training; (F) the location of the 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 Burkina Faso 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 Burkina Faso 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 in writing, covering the period starting with the procurement of the first contract financed from the funds of the first Project Preparation Advance until the date of said report, and
 - (ii) no later than December 31, 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:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed
		(inclusive of Taxes)
(1) Goods, works and consultants' services for the Burkina Faso Project Activities, including Training, Operating Costs and audits	42,200,000	100%
(2) Refund of Project Preparation Advance	800,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	43,000,000	

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 March 31, 2014.

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 Burkina Faso Project Activities, covering the progress achieved in the implementation of the Burkina Faso 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 Burkina Faso 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 Burkina Faso 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 Burkina Faso 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.transports.gov.bf, or www.cbcfaso.bf, 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

Date Payment Due	Principal Amount of the Credit repayable
	(expressed as a percentage)*
On each May 1 st and November 1 st :	
commencing November 1 st , 2018 to and including May 1 st , 2028	1%
commencing November 1 st , 2028 to and including May 1 st , 2048	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

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. "Burkina Faso Project Activities" means collectively the activities included in Part (1) (a)(i), (b)(i), (c)(i), (d)(i), (e)(i), Part (2) (a)(i) (A) and (B), (b)(i), and (c)(i) (A) and (B) and Part (3)(a)(i) (A) and (B) of the Project.
- 3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
- 4. "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.
- 5. "Corridor" means the Tema (Ghana) Ouagadougou (Burkina Faso) Bamako (Mali) road transport corridor.
- 6. "DGD" means the Recipient's General Customs Directorate ("Direction Générale des Douanes") within the MEF.
- 7. "DGTTM" means the Recipient's General Directorate for Land and Maritime Transport ("Direction Générale des Transports Terrestres et Maritimes") within the MOT.
- 8. "DGR" means the Recipient's General Directorate for Roads ("Direction Générale des Routes") within the MID.
- 9. "ECOWAS" means the Economic Community of West African States established among its member states by the ECOWAS Treaty of July 24, 1993.
- 10. "Environment and Social Management Plan" means collectively the guidelines, procedures, timetables, plans and other specifications included in the document entitled "Etude d'Evaluation Environnementale et Sociale du Secteur des Transports" prepared by Tecsult International Limitée at the request of the Recipient and dated November 2002, the document entitled "Etudes Technique-

Economique Technique Détaillée, de Sécurité Routière, Environnementale et Sociale des Travaux de Renforcement du Tronçon de la Route Nationale no. 1 (RN01) entre Ouagadougou et Sakoinsé" prepared by Progetti AIC at the request of the Recipient and dated May 2007, and the document entitled "Etude d'Impact Environnemental Simplifié du Tronçon de la Route Nationale no.1 Sakoinsé Sabou et Construction d'Aires de Repos à Sabou et à Pa" prepared by Progetti AIC at the request of the Recipient and dated October 2007.

- 11. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 1, 2005 (as amended through October 15, 2006).
- 12. "MEF" means the Recipient's ministry responsible for finance.
- 13. "MID" means the Recipient's ministry responsible for infrastructure.
- 14. "MOT" means the Recipient's ministry responsible for transport.
- 15. "Operating Costs" means the incremental operating expenses, based on annual budgets approved by the Association, incurred by PCU, 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.
- 16. "PCU" means the Recipient's coordination unit with terms of reference, composition and rules of operations described in the Recipient's *arrêté* no. 2001-044/MIHU/MTT/MDCFB, established for the coordination and monitoring of the Recipient's projects for the development of the transport and tourism sectors.
- 17. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004 and revised in October, 2006.
- 18. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 9, 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.

- 19. "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.
- 20. "Project Manual of Administrative, Financial and Accounting Procedures" means the Recipient's manual, in form and substance satisfactory to the Association and the Recipient, adopted by the PCU containing financial, administrative and accounting procedures applicable to the Burkina Faso 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.
- 21. "Project Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to a first letter agreement signed on behalf of the Association on January 12, 2005 and on behalf of the Recipient on January 28, 2005 and a second letter agreement signed on behalf of the Association on March 6, 2007 and on behalf of the Recipient on March 29, 2007.
- 22. "Resettlement Policy Framework" means collectively the guidelines, procedures, timetables, plans and other specifications included in the document entitled "Cadre de Politique de Déplacements et de Compensations" prepared by Tecsult International Limitée for the whole transport sector at the request of the Recipient and dated November 2002 and the document entitled "Plan de Compensation Abrégé pour les Travaux de Renforcement du Tronçon de la Route Nationale 1 (RN 1) entre Ouagadougou et Sakoinsé" prepared by Progetti AIC at the request of the Recipient and dated October 2007.
- 23. "Steering Committee" means the Recipient's committee within the MID by the Recipient's decision (*arrêté*) no. 2003-029/MITH/SG/C-PST of May 14, 2003 for the policy guidance and overall oversight of the Recipient's projects included in its transport sector program.

- 24. "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.
- 25. "WAEMU" means the West Africa Economic and Monetary Union (*Union Economique et Monétaire Ouest Africaine*).