

Public Disclosure Authorized

CONFORMED COPY

CREDIT NUMBER 4303-MLI

Financing Agreement

(Second Transport Sector Project)

between

REPUBLIC OF MALI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 5, 2007

Public Disclosure Authorized

CREDIT NUMBER 4303-MLI

FINANCING AGREEMENT

AGREEMENT dated June 5, 2007, entered into between REPUBLIC OF MALI (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 fifty nine million five hundred thousand Special Drawing Rights (SDR 59,500,000) (“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 The Maximum Commitment Charge Rate payable by the Recipient on the Un-withdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 1 and November 1 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with repayment schedule set forth in Schedule 3 to this Agreement.

- 2.07. The Payment Currency is the Dollar.

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 through its ministry at the time responsible for roads 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 Event of Suspension consists of the following:

A situation has arisen which shall make it improbable that the Program or a significant part thereof, will 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.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) The Recipient has adopted the Project Implementation Manual, in form and substance satisfactory to the Association.
- (b) The Recipient has established, under the ministry at the time responsible for equipment and transport, a Steering Committee, in form and substance and with functions and resources satisfactory to the Association, comprising the minister at the time responsible for equipment and transport or his duly appointed representative as Chair; representatives of: (i) the ministry at the time responsible for agriculture; (ii) the ministry at the time responsible for the economy and finance, (iii) the ministry at the time responsible for the environment; and (iv) the

ministry at the time responsible for decentralization; and directors of Project implementing entities.

- (c) The Recipient has recruited to the National Coordination Unit, in accordance with Section III of Schedule 2 to this Agreement, a procurement specialist, a monitoring and evaluation specialist, and an internal auditor, all with qualifications, experience, and terms of reference satisfactory to the Association.
- (d) The Recipient has established, under the ministry at the time responsible for equipment and transport, a Technical Committee, in form and substance and with functions and resources satisfactory to the Association, comprising the Project coordinator as Chair and representatives of Project implementing entities.
- (e) The Recipient has concluded delegated works management contracts, in form and substance satisfactory to the Association, with the Road Works Execution Agency for purposes of implementation of Parts 1 (a) and (b) (iii) and 2 (a) of the Project, and the Infrastructure and Rural Equipment Works Execution Agency for purposes of implementation of Part 1 (b) (i) and (ii), (c), and (d) of the Project, respectively.

5.02. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is the minister at the time responsible for finance.

6.02. The Recipient’s Address is:

Ministry of the Economy and Finance
P. O. Box 234
Bamako
Mali

Telex:	Facsimile:
2559MJ	223-222-14-88 223-222-07-93

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 objective of the Project is to provide access and better transport services to the Recipient's rural and urban communities through improvement of essential rural infrastructure and important Bamako transport infrastructure.

The Project constitutes part of the Program, and consists of the following parts:

1. Rural Access

(a) Earth Road Rehabilitation

- (i) Approximately 210-kilometer section of Kita-Toukoto-Bafoulabé road, in Kayes region.
- (ii) Approximately 140-kilometer section of Bandiagara-Douantza-Togo Tongo ramp, in Mopti region.

(b) Rural Road Maintenance

- (i) Approximately 600-kilometer section in Malian Textile Development Company zone, and approximately 400-kilometer section in Upper Niger Valley Agency zone.
- (ii) Approximately 400 kilometers specifically addressing priority needs of rural communities.
- (iii) Approximately 400 kilometers, including approximately 127 kilometers of Fana-Dioïla-Massigui-Koualé road and approximately 70 kilometers of Dioïla-Sorokoro-Fana road, on basis of long-term performance-based contracts.

(c) Socioeconomic Infrastructure and Equipment

Financing of small-scale socio-economic community infrastructure, along roads rehabilitated under Part 1 (b) of the Project, such as:

- (i) school rehabilitation;
- (ii) construction of cooperative management and training centers and community shops;
- (iii) equipping of rural markets;

- (iv) establishment of multifunctional agricultural production platforms, small ferry, and access ramp on Niger River;
 - (v) drilling of wells, and provision of related pump equipment; and
 - (vi) provision of solar energy equipment.
- (d) Wharf Rehabilitation and Reconstruction

Rehabilitation or reconstruction of four (4) wharves along Niger River – Diafarabé, Dioro, Konna, and Ténenkou – for purposes of improving fluvial transport and contributing to opening up of isolated rural areas.

2. Bamako Transport System

- (a) Works
 - (i) Rehabilitation of *Boulevard du Peuple* (People’s Boulevard), including:
 - (A) rebuilding of approximately 1.3-kilometer section of road to comprise four (4) lanes, two (2) for high-capacity buses, and two (2) for other road users, and marked sidewalks; and
 - (B) construction of two (2) footbridges.
 - (ii) Building of minibus ring road:
 - (A) construction of approximately 4.8-kilometer closed circular minibus thoroughfare (*Anneau Société de Transport du Mali* (Mali Transport Company Ring)), including passenger embarkation and disembarkation notches and shelters, around town center; and
 - (B) rehabilitation or transformation of certain junctions, reorientation of streets in impact zone of construction activity, development of pedestrian links and bridges, clearly marked and protected pedestrian crossings, conversion of certain two-way roads into one-way, and installation of public lighting, and traffic lights at certain junctions.
 - (iii) Transformation of approximately 1.7 kilometers of downtown streets, including restriction of minibus access, relocation of

small business stalls, and building of sidewalks, for purposes of improving pedestrian conditions.

(b) Institutional Support

Capacity building of Traffic and Urban Transport Regulation Directorate, through provision of technical assistance, carrying out of training, and acquisition of equipment and materials, with respect to:

- (i) parking and traffic management and regulation;
- (ii) urban public transportation organization;
- (iii) air pollution; and
- (iv) collection, processing, and utilization of road-accident statistics and remedial action with regard to accidents.

3. Institutional Strengthening and Project Management

- (a) Provision of support to Recipient entities, such as National Roads Directorate, National Land, Maritime, and Fluvial Transport Directorate, National Sanitation and Pollution Inspection Directorate, National Hydraulics Directorate, Road Authority, and Traffic and Urban Transport Regulation Directorate, in implementation of financial and institutional mechanisms aimed at sustainable road maintenance.
- (b) Implementation of Environmental and Social Management Framework Environmental and Social Management Plans, Resettlement Framework, and Resettlement Plans and monitoring of mitigation measures relating to potential adverse environmental and social impacts associated with Project activities.
- (c) Specific monitoring of transport-sector related HIV / AIDS prevention and sensitization campaigns under Multi-Sectoral HIV / AIDS Project.
- (d) Development and implementation of medium-term transport sector strategy, including capacity building activities for various Project implementation entities and carrying out of rural road access index study.
- (e) Project management, including carrying out of financial and technical audits and financing of operating costs.
- (f) Project monitoring and evaluation.

SCHEDULE 2**Project Execution****Section I. Implementation Arrangements****A. Institutional Arrangements**1. Ministry at the time Responsible for Roads

The ministry at the time responsible for roads shall be responsible for coordination, management, and oversight of Project implementation.

2. Steering Committee

(a) The Recipient shall maintain, throughout Project implementation, the Steering Committee referred to in Section 5.01 (b) of this Agreement, in form and substance and with functions and resources satisfactory to the Association, including composition as set out in said provision.

(b) Without limitation upon the provisions of subparagraph (a) of this Section, the Steering Committee shall be responsible for the application of defined policy orientations with respect to Project and Program implementation, and overall Project and Program oversight, and ensuring communication and collaboration amongst stakeholders, including road users, and shall meet at least twice a year for this purpose.

3. National Coordination Unit

(a) The Recipient shall maintain, throughout Project implementation, the National Coordination Unit, in form and substance and with functions and resources satisfactory to the Association, including staff with qualifications, experience, and terms of reference satisfactory to the Association, including that referred to in Section 5.01 (c) of this Agreement.

(b) Without limitation upon the provisions of subparagraph (a) of this Section, the National Coordination Unit shall be responsible for overall Project coordination and implementation, including financial management, procurement, environmental and social monitoring and mitigation, and monitoring and evaluation. As such, it shall: (i) consolidate the annual work plans and budgets referred to in Section V.A of this Schedule; (ii) monitor implementation; (iii) produce

periodic implementation reports; (iv) maintain records and accounts in relation to its transactions; (v) prepare the financial reports referred to in Part II.B.2 of this Schedule; (vi) ensure procurement operations quality; (vii) implement, and manage Financing proceeds under, Part 3 of the Project; and (viii) carry out monitoring and evaluation.

4. Technical Committee

- (a) The Recipient shall maintain, throughout Project implementation, the Technical Committee referred to in Section 5.01 (d) of this Agreement, in form and substance and with functions and resources satisfactory to the Association, including composition as set out in said provision.
- (b) Without limitation upon the provisions of subparagraph (a) of this Section, the Technical Committee shall be responsible for implementation monitoring and ensuring effective communication between Project implementing entities, and shall meet at least monthly for this purpose.

5. Other Project Entities

- (a) The Recipient shall maintain, throughout Project implementation, the National Roads Directorate, the National Land, Maritime, and Fluvial Transport Directorate, the Technical District Commune Support Unit, and the Traffic and Urban Transport Regulation Directorate, all in form and substance and with functions and resources satisfactory to the Association, including staff with qualifications, experience, and terms of reference satisfactory to the Association.
- (b) Without limitation upon the provisions of subparagraph (a) of this Section, said entities shall be responsible for implementation of various parts of the Project as follows:
 - (i) National Roads Directorate: Part 1 (a)-(c) of the Project in accordance with the provisions of the delegated works management contracts referred to in Section 5.01 (e) of this Agreement, as concluded with the Road Works Execution Agency for Part 1 (a) and (b) (iii) of the Project, and the Infrastructure and Rural Equipment Works Execution Agency for Part 1 (b) (i) and (ii) and (c) of the Project, respectively.
 - (ii) National Land, Maritime, and Fluvial Transport Directorate: Part 1 (d) of the Project in accordance with the provisions of the delegated works management contract referred to in

Section 5.01 (e) of this Agreement, as concluded with the Infrastructure and Rural Equipment Works Execution Agency.

- (iii) Technical District Commune Support Committee: Part 2 (a) of the Project in accordance with the provisions of the delegated works management contract referred to in Section 5.01 (e) of this Agreement, as concluded with the Road Works Execution Agency.
- (iv) Traffic and Urban Transport Regulation Directorate: Part 2 (b) of the Project.

B. Manuals

Except as the Association shall otherwise agree, the Recipient shall: (i) carry out the Project in accordance with the Project Implementation Manual; and (ii) except as the Association shall otherwise agree, not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, in a manner which, in the opinion of the Association, may materially or adversely affect Project implementation or achievement of the objective thereof.

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

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the Environmental and Social Management Framework, Environment and Social Management Plans, Resettlement Framework, and Resettlement Plan, and, except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, any provision of the aforementioned if such amendment, abrogation, or waiver may, in the opinion of the Association, materially or adversely affect Project implementation or achievement of the objective thereof.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) 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

set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar year, and shall be furnished to the Association not later than 45 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:

Indicator	Date of this Agreement	End of Year 1	Midterm Review	End of Year 3	Closing Date
Part 1 of Project:					
(1) Number of kilometers of Kita-Bafoulabé and Bandiagara-Tongo Tongo roads rehabilitated	0	6	180	250	360
(2) Number of kilometers of rural roads maintained	0	200	700	1,000	1,400
(3) Number of wharves constructed in principal localities along Niger River	0	0	2	3	4
Part 2 of Project:					
(1) Travel time across length of <i>Boulevard du Peuple</i> between 8 a.m. and 4:30 p.m. (Minutes)	35	n/a	n/a	n/a	16
(2) Number of pedestrian accidents on <i>Boulevard du Peuple</i>	81	n/a	n/a	n/a	30

Indicator	Date of this Agreement	End of Year 1	Midterm Review	End of Year 3	Closing Date
Part 3 of Project:					
Level of road user fees as percentage of road maintenance financing needs	25	30	40	50	70

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 45 days after the end of each calendar quarter, interim un-audited 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 (1) fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal under the Project Preparation Advances was made. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works 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 and Works

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

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
(d) Procurement from United Nations Agencies

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) Least Cost Selection
(c) Selection under a Fixed Budget
(d) Selection Based on Consultants’ Qualifications
(e) Selection of Individual Consultants
(f) Single Source Selection

D. Review by the Association of Procurement Decisions

Except as the Association shall otherwise determine by notice to the Recipient, the technical specifications of each contract for goods or works, and the

description of services for each contract for non-consulting services procured on the basis of National Competitive Bidding or Shopping, or from United Nations Agencies, respectively, the terms of reference for each contract for consultants' services (provided by a firm or by an individual consultant), and the following contracts shall be subject to Prior Review by the Association: (a) each contract for goods, works, or non-consulting services procured on the basis of International Competitive Bidding; (b) the first three (3) contracts for goods, works, or non-consulting services procured on the basis of National Competitive Bidding or Shopping, respectively; (c) each contract for goods, works, or 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 \$100,000 or more, each contract for consultants' services provided by an individual consultant estimated to cost the equivalent of \$50,000 or more, and each contract for consultants' services (provided by a firm or by an individual consultant) procured on the basis of Single Source Selection; and (e) each contract for training, workshops, and study tours in accordance with the provisions of the Project Implementation Manual and as set out in the annual work plans referred to in Section V.A of this Schedule. 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 (a) repay the Project Preparation Advances in accordance with Section 2.07 of the General Conditions; and (b) finance 100 percent of Eligible Expenditures, consisting of goods, works, non-consulting services, consultants' services, including audits, training, and operating costs.
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 Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Credit Allocated (Expressed in SDR)	Percentage of Expenditures to be Financed (Exclusive of Taxes)
(1) Goods: Part 1 of Project Part 2 of Project Part 3 of Project	0 100,000 300,000	100
(2) Works: Part 1 of Project Part 2 of Project	37,000,000 8,100,000	100
(3) Non-Consulting Services (Part 1 of Project)	2,200,000	100
(4) Consultants' Services, including audits: Part 1 of Project Part 2 of Project Part 3 of Project	2,300,000 800,000 4,300,000	100
(5) Training (Part 3 of Project)	400,000	100
(6) Operating Costs (Part 3 of Project)	600,000	100
(7) Refund of Project Preparation Advances	1,100,000	Amount payable pursuant to Section 2.07 of the General Conditions
(8) Unallocated	2,300,000	
TOTAL AMOUNT	59,500,000	

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 for Eligible Expenditures up to an aggregate amount not to exceed \$500,000 equivalent under Category (1), and \$500,000 equivalent under Category (4), may be made for payments made prior to this date but on or after February 1, 2007.
2. The Closing Date is December 31, 2011.

Section V. Other Undertakings

A. Annual Work Plans and Budgets

The Recipient shall furnish to the Association as soon as available, but in any case no later than September 1 of each year, an annual work plan and budget for the Project for the following year, in form and substance satisfactory to the Association and of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget due no later than September 1, 2007, which shall be furnished no later than October 1, 2007 or thirty (30) days after the Effective Date, whichever is sooner.

B. Midterm Review

The Recipient shall:

1. (a) carry out jointly with the Association, no later than twenty-four (24) months after the Effective Date, a midterm review to assess the status of Project implementation, as measured against the performance indicators referred to in Section II.A.1 (a) of this Schedule. Such review shall include an assessment of the following: (i) overall progress in Project implementation, (ii) implementation of annual work plans and budgets, (iii) progress on procurement and disbursement, and (iv) results of monitoring and evaluation activities; and
 - (b) make adjustments to the Project and reallocate funds to improve performance, if needed;
2. Prepare and furnish to the Association, three (3) months before such review, a report, in form and substance and scope and detail satisfactory to the Association, needed to undertake the review, integrating the results of the monitoring and evaluation activities performed pursuant to paragraph 1 (a) of this Section on the progress achieved in the carrying out of the Project during the period preceding

the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective thereof during the period following such date; and

3. Review, jointly with the Association, the report referred to in paragraph 2 of this Section and thereafter take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of said report and the Association's views on the matter.

C. Other

1. The Recipient shall recruit, no later than one (1) month after the Effective Date and in accordance with the provisions of Section III of this Schedule, an external auditor, with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of the audit referred to in Section II.B.3 of this Schedule.
2. The Recipient shall ensure that, no later than September 30, 2007, funds allocated to road maintenance as reflected in its draft 2008 Finance Law are at a minimum FCFA 14,500,000,000, and that, no later than September 30, 2008, 2009, and 2010, respectively, said funds as reflected in its draft 2009, 2010, and 2011 Finance Law, respectively, shall be those agreed with the Association.
3. The Recipient shall, no later than December 31, 2008, ensure that at least 40 percent of its dedicated yearly road maintenance funds are generated by road user fees, and, no later than December 31, 2011, ensure that this is the case for at least 70 percent of said funds.

SCHEDULE 3**Repayment Schedule**

Date Payment Due	Principal Amount of the Credit repayable (Expressed as a percentage)*
On each May 1 and November 1:	
Commencing November 1, 2017 to and including May 1, 2027	1 %
Commencing November 1, 2027 to and including May 1, 2047	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. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Circle” (*Cercle*) means an administrative area of the Recipient, established pursuant to the Recipient’s Law No. 95-034 of April 12, 1995, representing a designated area and population within the territory of the Recipient.
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. “Environmental and Social Management Framework” means the Recipient’s framework, dated October 2006, agreed with the Association for the environmental and social screening process to be followed in identifying, assessing, and mitigating the potential adverse environmental and social impact associated with activities to be implemented under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to the Environmental and Social Management Framework.
6. “Environmental and Social Management Plans” means the Recipient’s plans, dated January 2006, November 2006, and January 2007, as they relate to Parts 1 (a) (ii), 1 (a) (i), and 2 (a) of the Project, respectively, agreed with the Association, for the procedures, including environmental and social mitigation measures, to be followed under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to the Environmental and Social Management Plans.
7. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006).
8. “Infrastructure and Rural Equipment Works Execution Agency” (*Agence d’Execution des Travaux d’Infrastructures et d’Equipements Ruraux*) means the Recipient’s entity, under the supervisory authority of the ministry at the time responsible for agriculture, established and operating pursuant to the Recipient’s

Association Declaration Receipt No. 06/HCRS-CAB-CAA of May 2, 2000, at the time responsible for the carrying out of infrastructure and rural equipment works in the territory of the Recipient.

9. “Malian Textile Development Company” (Compagnie Malienne pour le Développement des Textiles) means the private textile production enterprise, established and operating pursuant to the Recipient’s Law No. 04/CMLN of January 10, 1975.
10. “Multi-Sectoral HIV / AIDS Project” means the Recipient’s project, financed by a grant from the Association (No. H099-MLI), whose objective is to support the Recipient’s multi-sectoral efforts to control the spread of the HIV / AIDS epidemic and provide sustainable access to treatment and care to those infected with or affected by HIV / AIDS.
11. “National Land, Maritime, and Fluvial Transport Directorate” means the Recipient’s entity, under the supervisory authority of the ministry at the time responsible for equipment and transport, at the time responsible for land, maritime, and fluvial transport management in the territory of the Recipient.
12. “National Roads Directorate” means the Recipient’s entity, under the supervisory authority of the ministry at the time responsible for equipment and transport, at the time responsible for road network management in the territory of the Recipient.
13. “National Sanitation and Pollution Inspection Directorate” (*Direction Nationale de l’Assainissement et du Contrôle des Pollutions et des Nuisances*) means the Recipient’s entity, under the supervisory authority of the ministry responsible for the environment, at the time responsible for sanitation and inspection of pollution in the territory of the Recipient.
14. “Operating Costs” means the incremental expenses incurred by the Recipient on account of Project implementation, management, and monitoring, including for office space rental, utilities, and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance, advertising expenses, travel and supervision, salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient’s civil service.
15. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October 2006.
16. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 5, 2007 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.

17. “Program” means the program designed to increase internal and external access in the territory of the Recipient, and set forth or referred to in the letter dated April 20, 2007 from the Recipient to the Association.
18. “Project Implementation Manual” means the manual adopted by the Recipient, outlining implementation, organizational, administrative, monitoring and evaluation, environmental and social monitoring and mitigation, financial management, disbursement, and procurement arrangements, as shall have been agreed with the Association for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to the Project Implementation Manual.
19. “Project Preparation Advances” means the advances referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreements signed on behalf of the Association on June 30, 2005 and January 25, 2007, respectively, and on behalf of the Recipient on July 29, 2005 and January 25, 2007, respectively.
20. “Resettlement Framework” means the Recipient’s framework, dated November 2006, agreed with the Association for the resettlement and compensation of persons affected by potential changes in land use associated with activities to be implemented under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to the Resettlement Framework.
21. “Resettlement Plan” means the Recipient’s plan, dated November 2006, agreed with the Association, outlining the procedures, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project, as the same may be updated from time to time with the concurrence of the Association, and such term includes any schedules to the Resettlement Plan.
22. “Road Authority” (*Autorité Routière*) means the Recipient’s entity, under the supervisory authority of the Ministry of Equipment and Transport, established and operating under the Recipient’s Law No. 00-051 of August 4, 2000 and Decree No. 01-283/P-RM of July 3, 2001, at the time responsible for administration of road maintenance funds.
23. “Road Works Execution Agency” (*Agence d’Exécution des Travaux Routiers*) means the Recipient’s entity, under the supervisory authority of the ministry at the time responsible for equipment and transport, established and operating

pursuant to the Recipient's Ordinance No. 04-018/P-RM of September 16, 2004, at the time responsible for the carrying out of road maintenance works in the territory of the Recipient.

24. "Technical District Commune Support Unit" (*Cellule Technique d'Appui aux Communes du District*) means the Recipient's entity, under the supervisory authority of the District municipality, at the time responsible for the provision of technical support to the Recipient's communes.
25. "Traffic and Urban Transport Regulation Directorate" (*Direction de Régulation de Circulation et de Transport Urbain*) means the Recipient's entity, under the supervisory authority of the District municipality, at the time responsible for traffic and urban transport regulation.
26. "Training" means the training of persons involved in Project-supported activities, such term including seminars, workshops, 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. "Upper Niger Valley Development Agency" (*Office de la Haute Vallée du Niger*) means the Recipient's entity, under the supervisory authority of the minister at the time responsible for agriculture, established and operating pursuant to the Recipient's Ordinance No. 91-048/P-CTSP of August 12, 1991, at the time responsible for increasing agricultural production and productivity in the Circles of Kangaba, Kati, and Koulikoro.