

Public Disclosure Authorized

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CREDIT NUMBER 4844 - MZ

Financing Agreement

(Seventh Poverty Reduction Support Credit)

between

REPUBLIC OF MOZAMBIQUE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 17, 2010

Public Disclosure Authorized

FINANCING AGREEMENT

AGREEMENT dated December 17, 2010, entered into between REPUBLIC OF MOZAMBIQUE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, *inter alia*, of: (a) the actions which the Recipient has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement; and (b) the Recipient’s maintenance of an appropriate macroeconomic policy framework. The Recipient and the Association therefore 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 four million one hundred thousand Special Drawing Rights (SDR 54,100,000) (variously, “Credit” and “Financing”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule 1 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with repayment schedule set forth in Schedule 2 to this Agreement.
- 2.07. The Payment Currency is Dollars.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely, the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 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 its minister in charge of Planning and Development.
- 6.02. The Recipient's Address is:

Ministry of Planning and Development
Av. Ahmed S. Toure, 21, 4th floor
Maputo
Republic of Mozambique

Telephone: Facsimile:

(258) 21 492-268 (258) 21 492-625

6.03. The Association's Address is:

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

Cable address:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423(MCI)	1-202-477-6391

AGREED at District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF MOZAMBIQUE

By

/s/ Amelia Matos Sumbana
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ Shantayanan Devarajan
Authorized Representative

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

The actions taken by the Recipient under the Program are the following:

1. The Recipient's Ministry of Finance has ensured that during FY 2009: (i) 90 percent of the total value of budgetary expenditures for goods, services, and investments for the Budget Execution Units (*Unidades Gestoras Executoras*) with access to the integrated electronic financial management system(e-SISTAFE), has been incurred through e-SISTAFE under Direct Budget Execution; and (ii) at least 10 percent of said Budget Execution Units' total wage bill has been incurred under Direct Budget Execution.
2. The Recipient's Ministry of Finance has established internal control units in at least 75 percent of its central and provincial level agencies, namely, the ministries, provincial directorates and autonomous units.
3. The Recipient's Court of Accounts has expanded audit coverage of the State Budget from 30 percent in FY 2008 to at least 35 percent in FY 2009, according to INTOSAI technical standards and according to the laws of the Recipient.
4. The Recipient's Council of Ministers has approved the mandatory implementation of international financial reporting standards (IFRS) in: (i) large private enterprises (consisting of more than 500 employees) starting in FY 2010; and (ii) medium private enterprises (consisting of 250 to 500 employees) starting in FY 2011.
5. The Recipient's Minister of Agriculture has issued a decree to update tax rates for the use of land to account for inflation.
6. The Recipient's Council of Ministers has issued a decree regulating complete pre-arrival clearance of goods and creating the figure of the reliable and trustworthy customs agents.
7. The Recipient's Ministry of Mineral Resources has: (i) appointed to the Extractive Industries Transparency Initiative (EITI) a permanent national coordinator; (ii) adequately staffed its EITI secretariat; and (iii) held the first meeting of the EITI multi-stakeholders.

Section II. Availability of Financing Proceeds

- A. **General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. **Allocation of Financing Amounts.** The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing. The allocation of the amounts of the Financing to this end is set out in the table below:

Allocations	Amount of the Financing Allocated (expressed in SDR)
Single Withdrawal Tranche	54,100,000
TOTAL AMOUNT	54,100,000

C. Withdrawal Tranche Release Conditions

No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied (a) with the Program being carried out by the Recipient; and (b) with the appropriateness of the Recipient's macroeconomic policy framework.

D. Deposits of Financing Amounts. Except as the Association may otherwise agree:

1. all withdrawals from the Financing Account shall be deposited by the Association into an account designated by the Recipient and acceptable to the Association; and
2. the Recipient shall ensure that upon each deposit of an amount of the Financing into this account, an equivalent amount is accounted for in the Recipient's budget management system, in a manner acceptable to the Association.

E. Audit. Upon the Association's request, the Recipient shall:

1. have the account and the recording of the amounts of the Financing into the Recipient's budget management system referred to in Part D of this Section audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
2. furnish to the Association as soon as available, but in any case not later than four months after the date of the Association's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request; and
3. furnish to the association such other information concerning the said account and recording of the amounts of the Financing into the budget management system, and their audit, as the Association shall reasonably request.

F. Excluded Expenditures. The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.

G. Closing Date. The Closing Date is March 31, 2011.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15:	
commencing February 15, 2021 to and including August 15, 2030	1%
commencing February 15, 2031 to and including August 15, 2050	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. “Budget Execution Units” means the Recipient’s *Unidades Gestoras Executoras* as defined by Chapter III of the Recipient’s *Regulamento do Sistema de Administração Financeira do Estado*, and approved by the Recipient’s Decree 23/2004 of August 20, 2004, and published in the Recipient’s *Boletim da República* on August 20, 2004.
2. “Council of Ministers” means the Recipient’s *Conselho de Ministros* as defined by Title VIII, Chapter I of the Recipient’s *Constitution of the Republic Mozambique* (1990, as amended 2004).
3. “Court of Accounts” means the *Tribunal Administrativo* of Mozambique, the creation and powers of which are provided for in Title IX, Chapter III, Section III of the Recipient’s *Constitution of the Republic Mozambique* (1990, as amended 2004).
4. “Direct Budget Execution” means a modality for authorizing expenditures consisting of three phases: the commitment of the expenditures, the liquidation when resources are assigned for payment and the actual payment to the supplier of goods or services.
5. “Extractive Industries Transparency Initiative” and the acronym “EITI” mean the non-profit association consisting of representatives from governments and their agencies; oil, gas and mining companies; investors; asset management companies and pension funds, local civil society groups and international non-governmental organizations engaged in a voluntary global compact for the improvement of transparency in countries that are dependent on extractive industries, established in 2002 pursuant to the laws of the Kingdom of Norway.
6. “e-SISTAFE” means the Recipient’s electronic integrated financial management system, as created and mandated by the Recipient’s law *Lei no. 09/2002* of February 12, 2002.
7. “Excluded Expenditure” means any expenditure:
 - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;
 - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials
667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
 - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party;
 - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
 - (f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.
8. "Fiscal Year" and "FY" mean the fiscal year of the Recipient commencing on January 1 and ending on December 31 of each year.

9. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010 with the modifications set forth in Section II of this Appendix.
10. “IFRS” means International Financial Reporting Standards, a set of international financial reporting standards for general purpose financial statements set by the International Accounting Standards Board, the independent standard-setting body of the International Accounting Standards Committee Foundation.
11. “INTOSAI” means the International Organization of Supreme Audit Institutions, an autonomous and independent, non-government organization, with headquarters in Vienna Austria.
12. “Program” means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated November 2, 2010, from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.
13. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.
14. “State Budget” means the Recipient’s *Orçamento do Estado*, the Recipient’s State Budget as defined by Article 130 of the Recipient’s *Constitution of the Republic Mozambique* (1990, as amended 2004).

Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.
3. Sections 4.01 (*Project Execution Generally*), and 4.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.
4. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.

5. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 4.06. Plans; Documents; Records

... (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association’s representatives to examine such records.”

6. Section 4.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 4.07. Program Monitoring and Evaluation

... (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing.”

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The definition of the term “Eligible Expenditure” is modified to read as follows:

“‘Eligible Expenditure’ means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement.”

- (b) The term “Financial Statements” and its definition as set forth in the Appendix are deleted in their entirety.

- (c) The term “Project” is modified to read “Program” and its definition is modified to read as follows:

“‘Program’ means the program referred to in the Financing Agreement in support of which the Financing is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.