OFFICIAL DOCUMENTS

CREDIT NUMBER 5943-BF

Financing Agreement
(eBurkina Project)

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated March 3, 2017
FINANCING AGREEMENT

AGREEMENT dated March 3, 2017, entered into between BURKINA FASO ("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 the amount of eighteen million and eight hundred thousand Euros (18,800,000 EUR, equivalent to 20,000,000 USD) (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, being zero percent (0%) for the current fiscal year 2016.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum.
2.05. The Payment Dates are March 15 and September 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Euro.

**ARTICLE III — PROJECT**

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall cause Project to be carried out by ANPTIC 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 consist of the following:

(a) The Project Implementing Entity’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

**ARTICLE V — EFFECTIVENESS; TERMINATION**

5.01. The Effectiveness Deadline is the date one hundred twenty (120) 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 its Minister responsible for Economy and Finance.

6.02. The Recipient's Address is:

Ministry of Economy, Finance and Development
03 BP 7050
Ouagadougou 03
Burkina Faso
Telex: Facsimile:

5555 226-25-31-27-15

6.03. The Association’s Address is:

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

Telex: Facsimile:

248423 (MCI) 1-202-477-6391
AGREED at Ouagadougou, Burkina Faso, as of the day and year first above written.

BURKINA FASO

By

Authorized Representative

Name: Hadzigeorou Rosine Coulédji/Seri
Title: Minister of Economy, Finance and Development

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Cheikh Fantamady Kante
Title: Country Manager for Burkina Faso
SCHEDULE 1

Project Description

The objective of the Project is to improve capacity and use of ICTs by the public administrations and agencies for: (i) the provision of information and public e-services; and (ii) to foster entrepreneurship in the digital economy, with a specific focus on agriculture and rural areas.

The Project consists of the following parts:

Part 1: Enabling Environment for e-Government, including Policy, Legal and Regulatory Frameworks.

Creating an enabling environment for e-Government in the Recipient’s territory, through *inter alia*: (a) review and upgrade of the Recipient’s e-Government strategy including a stocktaking of public websites and e-services; (b) carrying out of feasibility study of the digitization of administrative procedures; (c) provision of policy and regulatory support and advice on legal framework options including benchmarking to enable the development and use of e-Services; (d) carrying out of governance and institutional framework for e-Government; (e) provision of technical support to the national cybersecurity strategy under ANSSI; and (f) development of technical standards for interoperability framework, data exchange, data management and open data.


Carrying out of a program of digital infrastructure aimed at improving the availability and quality of key data and offering a common digital platform for the provision of e-Services, through:

(a) deploying a digital platform for e-Services delivery aimed at simplifying and reducing the cost of implementation of e-Services in the Recipient’s government;

(b) strengthening data management and open data in key sectors, including education, agriculture, rural and finance;

(c) expanding accessibility of information and e-Services through the establishment of a central government portal, including a mobile version;

(d) deploying an online geospatial information system for rural development and food security management;

(e) developing an information e-service aimed at providing relevant information for rural development, including commodity market prices, weather data and farming tips to farmers and rural population; and
(f) establishing an annual municipal performance tracking system that provides reliable, timely open data on the performance and institutional capacity of the Recipient’s municipalities.

Part 3: Foster local skills and entrepreneurship in the digital economy

Strengthening existing business incubators and tech hubs ecosystem in the Recipient’s territory aimed at enhancing the number of local entrepreneurs with affordable and reliable access to broadband Internet, office space, Training, business support services, and business incubation in a single facility, through:

(a) carrying out of feasibility studies for each incubator to finalize the concept and preparing a study aimed at creating a governance structure and sustainable business model of the incubator;

(b) setting up an incubator in the Recipient’s territory;

(c) provision of Training and knowledge management, including the setting up of a fellowship program for entrepreneurs, aimed at fostering digital economy;

(d) developing and implementing of a strategy on the development of local digital content, including the use of the digital platform to provide new e-Services aimed at fostering entrepreneurship, with a specific focus on the agricultural and rural sectors; and

(e) strengthening the capacity of the MDENP and the ANPTIC to lead and promote the digital economy agenda.

Part 4: Project Management, Monitoring and Evaluation

Support the ANPTIC in Project management, coordination, monitoring, and evaluation functions, including:

(a) undertaking Project management, financial and technical audits;

(b) monitoring, reporting and evaluation of Project activities; and

(c) undertaking studies and technical assistance to facilitate Project implementation and experience sharing.

All through the provision of technical assistance, Operating Costs, Training and required goods for the purpose.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall, no later than (3) three months after the Effective Date, establish and thereafter maintain throughout the Project implementation period, with composition, mandate and resources satisfactory to the Association, a Steering Committee chaired by the Secretary General of the ministry in charge of digital economy and posts or her/his representative and comprised of representatives from the ministries in charge of finance, agriculture, territorial administration and interior and public administration ("Steering Committee"). To this end, the Steering Committee shall be responsible for: (a) providing overall policy and strategic guidance; (b) technical supervision and coordination between Project stakeholders; and (c) reviewing and approving the proposed Annual Work Plan and Budget for the Project.

2. The Recipient shall cause ANPTIC, maintain, throughout the Project implementation period, a project management team with composition, mandate and resources satisfactory to the Association ("PMT"). To this end, the PMT shall be responsible for day to day Project coordination and implementation, including: (a) carrying out Project financial management and procurement activities; (b) preparing Annual Work Plans; (c) monitoring and evaluating and sensitization of Project activities and preparing Project progress reports and monitoring and evaluation reports; (d) coordinating with other stakeholders on Project implementation; and (e) technical and financial audits of Project activities.

3. For the purposes of carrying out the Project, the Recipient shall no later than one (1) month, after the Effective Date, enter into a Framework Agreement with ANPTIC, which shall set forth the flow of Project funds from the Recipient to ANPTIC, as well as all provisions relating to the implementation of the Project, procurement, financial management, monitoring and disbursement; all in accordance with the provisions of this Agreement. To this end, the Framework Agreement shall be in form and substance satisfactory to the Association.

B. Project Implementation Manual

1. The Recipient shall prepare and adopt and ensure that ANPTIC adopts, no later than three (3) months after the Effective Date, in accordance with terms of reference acceptable to the Association, a project implementation manual, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) monitoring, evaluation, reporting and
communication; (c) eligibility criteria, detailed rules and procedures for identification, registration and selection of selected towns, (d) administration, financial management and accounting; and (e) such other administrative, technical and organizational arrangements and procedures as shall be required for purposes of implementation of the Project.

2. The Recipient shall afford the Association a reasonable opportunity to review the project implementation manual, and shall thereafter adopt said manual as shall have been approved by the Association ("Project Implementation Manual" or "PIM").

3. The Recipient shall carry out the Project in accordance with the PIM and shall not amend, abrogate, waive or permit to be amended, abrogated or waived, the said manuals, or any provision thereof, without the prior written consent of the Association.

4. In the event of any inconsistency between this Agreement and the PIM, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget

1. The Recipient shall prepare, in accordance with terms of reference acceptable to the Association, and furnish to the Association no later than November 30 of each calendar year throughout the implementation of the Project, a work plan and budget of activities proposed for inclusion in the Project for the next calendar year, together with a budget for such activities and a timetable for their implementation.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan and budget, and thereafter, carry out such work plan during the period covered by said plan and according to such budget, both as shall have been approved by the Association ("Annual Work Plan and Budget").

3. Only such activities included in the Annual Work Plan and Budget shall be eligible for inclusion in the Project and for financing out of the proceeds of the Loan.

4. The Recipient shall not amend or modify, or cause to be amended and modified, any approved Annual Work Plan and Budget without the prior written approval of the Association.

D. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.
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 (1) calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

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 as part of the Project Report 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, commencing with the fiscal year in which the first withdrawal was made under the Project. 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.

4. The Recipient shall no later than (6) six months of Effective Date, recruit and thereafter maintain, an external auditor in the PMT, with experience and terms of reference acceptable to the Association.

Section III. Procurement

All goods, works, non-consulting services and 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 the Procurement Regulations and the provisions of the Procurement Plan.
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:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in EURO)</th>
<th>Percentage of Expenditures to be Financed (inclusive Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, minor works, non-consulting services, and consultants' services, Training and Operating Costs for the Project</td>
<td>18,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>18,800,000</td>
<td></td>
</tr>
</tbody>
</table>

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 for payments up to an aggregate amount not to exceed seven hundred thousand Euros 700,000 USD may be made for payments made prior to this date but on or after October 1st, 2016 for Eligible Expenditures

2. The Closing Date is June 30, 2022.
**SCHEDULE 3**

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15, commencing on March 15, 2023 to and including September 15, 2054</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* 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


3. "Basis Adjustment to the Service Charge" means the Association's standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.

4. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.


6. "Framework Agreement" means the agreement to be signed between the Recipient's ministry in charge of finance and digital economy with ANPTIC, setting forth implementation arrangements, in accordance with section 1.A.3 of Schedule 2 to this Agreement.


9. "Operating Costs" means the reasonable cost of the following expenditures required for the Project: office supplies, vehicle, office equipment and office operation and maintenance, communication and insurance costs, banking charges, rental expenses, utilities, transport, accommodation and per diem for Project supervision carried out by Project staff, and salaries of Project contractual staff (but excluding the salaries of officials of the Recipient's civil service).

10. "Procurement Plan" means the Recipient's procurement plan for the Project, dated December 1st, 2016 and provided for under Section IV of the Procurement
Regulations, as the same may be updated from time to time in agreement with the Association.


12. “Project Implementing Entity” or “ANPTIC” means the National Agency of ICT Promotion (Agence Nationale de Promotion des Technologies de l’Information et des Communications), established under the MDENP, or any successor thereto.

13. “Project Implementing Entity’s Legislation” means the ministerial decree establishing the Project Implementing Entity No. 2014, 055 and the ministerial decree approving the statute of the Project Implementing Entity No. 2014, 071, along with the attached statute to it.

14. “Training” means training, workshops, conferences, study tours, fellowships and scholarships conducted in the territory of the Recipient and abroad, including the reasonable and necessary incremental expenditures incurred on account of organizing or attending learning and knowledge dissemination events, including: (i) fees for educational institutions; (ii) fees and allowances for resource persons; (iii) travel, board and lodging for resource persons and trainees; (iv) logistics and materials associated with conferences, seminars, workshops, study tours, fellowships and scholarships; and (v) other training costs directly associated with the Project, but excluding: (a) those provided through consulting services; and (b) salaries (including bonuses, fees and honoraria or equivalent payments) of officials of the Recipient’s civil service.