Financing Agreement

(Rural Electrification Hybrid System Project)

between

REPUBLIC OF MALI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 23, 2013
FINANCING AGREEMENT

AGREEMENT dated December 31, 2013, 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 sixteen million three hundred thousand Special Drawing Rights (SDR 16,300,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).

2.05. The Payment Dates are April 1 and October 1 in each year.
2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Events of Suspension consist of the following:

(a) The 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.

(b) Any Co-financing Agreement has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to implement the Project or to perform any of its obligations under the Agreement.

(c) The Recipient’s Legislation on Rural Electrification has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to carry out the Project or to perform any of its obligations under this Agreement.

4.02. The Additional Event of Acceleration consists of the following, namely that any event specified in paragraphs (a), (b) and (c) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.
ARTICLE V — EFFECTIVENESS; TERMINATION

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

(a) The Subsidiary Agreement satisfactory to the Association has been executed on behalf of the Recipient and the Project Implementing Entity.

(b) The Recipient, through Project Implementing Entity, has adopted the Project Implementation Manual (the “PIM”) satisfactory to the Association.

(c) The Co-financing Agreements have been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

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

5.04. 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 Economy and Finance.

6.02. The Recipient’s Address is:

Ministry of Economy and Finance
BP 234
Bamako
Republic of Mali

Facsimile 223 20 22 19 14 / 223 20 23 16 54

6.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
Washington, D.C.
AGREED at Bamako, Mali, as of the day and year first above written.

REPUBLIC OF MALI

By

Authorized Representative

Name: Bouare Fily Cissoko
Title: Minister of Economy & Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Ousmane Diogane
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to expand access to modern energy services in rural areas of the Recipient and to increase renewable energy generation in target areas.

The Project consists of the following parts:

Part 1. Service improvement and extension of existing mini-grids

1.1. Hybrid Electricity Generation

Increasing the renewable energy generation capacity in existing rural power stations through *inter alia*:

(i) Increasing of renewable generation capacity in rural mini-grids by approximately 4.8 MWp through hybrid systems, including photovoltaic panels, inverters, batteries and control electronics; and

(ii) acquisition of thermal generation equipment, as needed.

1.2. Mini-grid Extension and Densification

Increasing access to electricity through the densification and extension of the rural mini-grids.


2.1. Off-grid Lighting and Solar Lanterns

Expanding off-grid lightning and solar lanterns in selected rural areas through *inter alia*:

(i) providing output-based subsidies to private distributors for the sale of up to approximately one hundred thousand (100,000) Lighting Africa-certified solar portable lanterns and related pico-PV equipment; and

(ii) supporting the deployment and acquisition of approximately ten thousand (10,000) Lighting Africa-certified solar portable lanterns and related pico-PV equipment in selected public schools and other social facilities.
2.2. **Energy Efficiency Promotion**

Providing support to the Recipient to reduce demand on the existing mini-grids by *inter alia*:

(i) promoting energy efficiency equipment and implementing targeted communication campaigns;

(ii) ensuring the effective application of fiscal exemptions on the existing energy efficient equipment;

(iii) carrying out consumer awareness campaigns;

(iv) purchasing energy efficient equipment for women’s groups and rural production associations, including supporting the UNWomen program.

**Part 3. Project Management Support and Capacity Building**

3.1. **Project Management Support**

Providing support to the Recipient in carrying out the Project management and implementation including, *inter alia*: (i) strengthening Project Implementing Entity’s capacity for Project management; (ii) providing equipment, materials, software and vehicles for Project implementation; (iii) supervising the installation of mini-grid hybrid system; and (iv) carrying out technical studies, environmental and social monitoring, and financial audits.

3.2. **Capacity Building and Technical Assistance**

(i) enhancing the capacity of the rural energy sector stakeholders, including rural mini-grid operators and AMADER and other relevant sector institutions, through *inter alia* the development of a formal and structured Training program; and

(ii) enhancing the capacity of MEW, including DNE, to formulate, update, assess, monitor, evaluate and make recommendations concerning the energy sector access development strategy and planning.

3.3. **Monitoring and Evaluation**

Carrying out the monitoring and evaluation of the Project, including a baseline study of targeted mini-grids before hybridization and a follow up study before Project closing.
3.4. **Information, Education and Communication**

(i) carrying out information and promotional campaigns in support of the hybrid mini-systems and mini-grids; and

(ii) communications between AMADER and local operators, relevant central government and local government institutions.
SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Project Implementing Entity

1. The Recipient shall vest responsibility for implementation of the Project in the Rural Electrification and Household Energy Service Agency (AMADER) as Project Implementing Entity.

2. The Project Implementing Entity shall be responsible for Project coordination, implementation, and monitoring and evaluation, as well as administrative, financial management, procurement, and disbursements under the Project, including ensuring compliance with safeguards measures and procedures, and carrying out the regular progress reports under the Project.

3. Without prejudice to the provisions of paragraph 2 of this Part A, the Rural Electrification Directorate of AMADER shall be responsible for day-to-day coordination and implementation of Part 1 of the Project.

4. Without prejudice to the provisions of paragraph 2 of this Part A, the Domestic Energy Directorate of AMADER shall be responsible for day-to-day coordination and implementation of Part 2 of the Project.

5. Without prejudice to the provisions of paragraph 2 of this Part A, the Project Implementing Entity shall ensure the implementation of Part 3 of the Project through the collaboration among its various units, including the Administrative and Financial Unit, the Communications and Training Unit, the Monitoring and Unit and the Safeguards Unit.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement (the “Subsidiary Agreement”) between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association.

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to
accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Implementation Manual

The Recipient shall cause the Project Implementation Entity to carry out the Project in accordance with the Project Implementing Manual (the “PIM”).

D. Output-based Subsidies Agreements

1. To facilitate the carrying out of Part 2.1(i) of the Project, the Recipient, through Project Implementing Entity, shall enter into an agreement with the selected Participating Distributors (the “Output-based Subsidies Agreements”), under terms and conditions described in the PIM and approved by the Association, for the sale of approximately 100,000 solar portable lanterns in target rural areas.

2. In carrying out the implementation of Part 2.1(i) of the Project, the Recipient, through Project Implementing Entity, shall ensure the verification of the outputs by an Independent Verification Agent prior to the payment of Output-based Subsidies.

E. Annual Work Plan

1. The Recipient shall carry out the implementation of the Project on the basis of annual work programs which shall have been prepared by October 31 of each year and approved by January 15 of each year, in terms and conditions satisfactory to the Association, and which shall include: (a) an assessment of the feasibility and priority of the activities envisaged, based on Project performance indicators; and (b) such other administrative, financial and organizational arrangements as shall be required for the implementation of the envisaged activities.

2. The Recipient shall: (a) review and furnish to the Association for its approval, not later than December 15 in each Fiscal Year during the implementation of the Project, the proposed annual work plan (including activities for the following Fiscal Year and related budget); (b) afford the Association a reasonable opportunity to exchange views with the Recipient on said proposed plan; and (c) thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such annual work plan as shall have been approved by the Association (“Annual Work Plan”).

3. The Recipient shall not make or allow to be made any change to the Annual Work Plan without prior approval in writing by the Association.
F. Anti-Corruption

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

G. Safeguards

1. The Recipient shall cause the Project Implementing Entity to ensure that the Project is carried out in accordance with the provisions of the Environmental and Social Management Framework (ESMF). Where the ESMF requires that an Environmental and Social Management Plan (ESMP) be prepared for an activity under the Project, the Project Implementing Entity shall, in accordance with the ESMF, prepare such a plan, in form and substance satisfactory to the Association, and disclose it, before the implementation of such activity.

2. The Recipient shall cause the Project Implementing Entity to ensure that the Project is carried out in accordance with the provisions of the Resettlement Policy Framework (RPF). Where the RPF requires that a Resettlement Action Plan (RAP) should be prepared for an activity under the Project, the Project Implementing Entity shall, in accordance with the terms of the RPF, prepare such RAP in form and substance satisfactory to the Association, disclose it, and execute it before the implementation of such activity.

3. The Recipient shall ensure that Chance Find Procedures are followed in cases where physical cultural resources are found during the course of Project implementation. The Recipient shall further ensure that Chance Find Procedure clause are included in civil works contracts and that such clauses are enforced during the course of Project implementation.

4. In case of any conflict between the terms of the Safeguard Documents referred to in sub-paragraph (1) of this paragraph and those of this Agreement, the terms of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient shall cause the Project Implementing Entity to 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 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 cause the Project Implementing Entity to prepare and furnish to the Association not later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall cause the Project Implementing Entity to submit Annual Financial Statements satisfactory to the Association and in accordance with the provisions of PIM. The Annual Financial Statements shall contain, inter alia: (i) a statement of sources and uses of funds which includes all cash receipts, cash payments and cash balances; (ii) a statement of commitments; (iii) accounting policies adopted and explanatory notes; and (iv) a management assertion that Project funds have been expended for the intended purposes.

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 was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be: (i) furnished to the Association not later than six (6) months after the end of such period; and (ii) audited annually by an external auditor selected based on qualifications satisfactory to the Association.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. **Particular Methods of Procurement of Goods, Works and Non-consulting Services**

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

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions provided in section 3 below; (b) Shopping; and (c) Direct Contracting.

3. **Additional Provisions for NCB.** The Additional Provisions for National Competitive Bidding are as follows:

   a) Even though the Public Procurement Code does not apply to small contracts, the procedures will require that for such contracts, a competitive method be used;

   b) In addition to the advertisement through a General Procurement Notice in the United Nations Development Business (UNDB) on-line and on the Bank’s external website, bids would be advertised in national widely circulated newspapers;

   c) All eligible firms, including foreign bidders, shall be allowed to participate in NCB procedures;

   d) No domestic preference would be granted to domestic bidders or bidders from the West African Economic and Monetary Union (WAEMU) countries and for domestically manufactured goods;

   e) Bidders would be given at least four weeks to submit bids from the date of availability of the bidding documents;

   f) The evaluation and award process of alternative bids would be revised to be concordant with the Bank’s Procurement Guidelines;
g) Procurement entities would use appropriate standard bidding documents acceptable to the Association;

h) Each bidding document and contract financed out of IDA financing would include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of Procurement guidelines;

i) In accordance with paragraph 1.16(a) of procurement guidelines, each bidding document and contract financed out of the proceeds of the Financing Agreement would provide that:

(a) Bidders, suppliers, contractors and subcontractors would permit the Association, at its request, to inspect their accounts and records relating to the bid submission and contract performance, and to have such accounts and records audited by auditors appointed by the Association, and

(b) Any deliberate and material violation by the bidder, supplier, contractor or sub-contractor of such a provision may be described as obstructive practice, as defined in paragraph 1.16(a)(v) of the Procurement Guidelines; and

j) The Association may recognize, at the request of the borrower, any exclusion from participation as a result of debarment under the national system, provided that the debarment is for offenses involving fraud, corruption or similar misconduct, and further provided that the Association confirms that the particular debarment procedure afforded due process and that the debarment decision is final.

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 methods, other than Quality and Cost-based Selection, may be used for procurement of consultants’ services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Fixed-Budget Selection; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.
D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services and Operating Costs, and Training under the Project (except for Part 1.1(i))</td>
<td>4,564,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services and consultants’ services under Part 1.1 (i) of the Project</td>
<td>11,084,000</td>
<td>53.3%</td>
</tr>
<tr>
<td>(3) Output-based Subsidies to Participating Distributors under Part 2.1(i) of the Project</td>
<td>652,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>16,300,000</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:

   (a) for payments made prior to the date of this Agreement; or

   (b) under Category (3) until the receipt by the Project Implementing Entity of a verification report, approved by the Independent Verification Agent and acceptable to the Association confirming the number, types, geography and sale price of solar lanterns sold.

2. The Closing Date is September 15, 2020.

Section V. Other Undertakings

The Recipient shall ensure that:

   (i) not later than four (4) months after the Effective Date, the Project Implementing Entity has appointed an external financial auditor for the Project under terms of reference, and with qualifications and experience satisfactory to the Association;

   (ii) not later than three (3) months after the Effective Date, the Project Implementing Entity has purchased and installed a new accounting software factoring in its ability to generate financial statements; and

   (iii) not later than two (2) months after the Effective Date, the Project Implementing Entity has appointed a procurement specialist for the Project, under terms of reference, and with qualifications and experience satisfactory to the Association.
SCHEDULE 3
Repayment Schedule

<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 April 1 and October 1:</td>
<td></td>
</tr>
<tr>
<td>commencing April 1, 2024 to and including October 1, 2033</td>
<td>1%</td>
</tr>
<tr>
<td>commencing April 1, 2034 to and including October 1, 2053</td>
<td>2%</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


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

3. "Chance Find Procedures" means the procedures to be followed in cases where Physical Cultural Resources are found during the course of Project implementation the Project which require that the Project Implementing Entity take the appropriate safeguarding measures, including temporary suspension of activity in the site and reporting to the public entity in charge of cultural property.

4. "Co-financier" means SREP or GPOBA (all and each of them herein defined) and "Co-financiers" means, collectively, SREP and GPOBA.

5. "Co-financing" means, for purposes of paragraph 11 of the Appendix to the General Conditions, an amount of 14,900,000 USD, to be provided by the SREP and an amount of 5,000,000 USD to be provided by GPOBA to assist in financing the Project.

6. "Co-financing Agreement” means the agreement to be entered into between the Recipient and the Co-financier providing for the Co-financing.


8. "DNE" means Direction Nationale de l’Energie within the MEW in charge with the energy policy.

9. "Environment and Social Management Framework” or “ESMF” means the Recipient’s document prepared under HEURA Project, as revised and disclosed for the purposes of this Project in country on October 17, 2013, setting out mitigation, enhancement, monitoring, and institutional measures identified by the Recipient to eliminate any adverse environmental and social impacts of Project activities, offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written
10. "Environmental and Social Management Plan" or "ESMP" means the plan prepared and adopted by the Project Implementing Entity as provided for in the ESMF describing appropriate mitigation, monitoring and institutional measures designed to mitigate potential adverse environmental and social impacts under the Project, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the agreement of the Association.

11. "Fiscal Year" or "FY" means the twelve (12) month period, commencing on January 1st and ending on December 31st.


13. "HEURA" or "HEURA Project" means the Household Energy and Universal Access Project financed under the Development Credit Agreement between the Recipient and the Association, dated January 7, 2004, as amended to the date of this Agreement (Credit No. 3828 MLI) and under the Financing Agreement for an Additional Financing for Household Energy and Universal Access Project between the Recipient and the Association, dated October 3, 2008 (Credit No. 4503-ML).

14. "Independent Verification Agent" means the agent referred to in Section I.D.2 of Schedule 2 to this Agreement.

15. "kWp" means kilowatt-peak.

16. "Legislation on Rural Electrification" means the Recipient's relevant legislation regulating the organization of the energy sector, including: (i) the rules and procedures for the selection and authorization of the private rural operators; and (ii) the procedures regarding the financing for investments set forth in financing agreements concluded between AMADER and the private rural operators ("conventions de financement").

17. "MEW" means the Recipient's Ministry of Energy and Water, or any successor(s) thereto.

18. "Operating Costs" means incremental expenses incurred by the Project Implementing Entity, based on the Annual Work Plans as approved by the Association, on account of the Project implementation, including in-country travel, office materials and supplies (stationary and other consumables, but not the purchase of equipment), office rentals and maintenance, utilities (including
electricity and water), communication costs (including telephone and internet charges), equipment rental, operation maintenance and repair, transport cost of the staff related to Project supervision activities in the field (including per diem).

19. "Output-based Subsidies" means the subsidies to be paid to a Participating Distributor in accordance with the provisions set-forth in Section I.D and Section IV.B.1(b) of Schedule 2 to this Agreement.

20. "Output-based Subsidies Agreement" means the agreement to be entered into between the Project Implementing Entity and each Participating Distributor (herein defined) or any other authorized provider participating in the Project and "Output-based Subsidies Agreements" means, collectively, all such Output-based Subsidies Agreements.

21. "Participating Distributor" means each private rural distributor company selected by the AMADER to perform the activities under Part 2.1(i) of the Project.

22. "Physical Cultural Resources" means movable or immovable objects, sites, structures, groups of structures, and natural features and landscapes that have archaeological, paleontological, historical, architectural, religious, aesthetic, or other cultural significance.

23. "Project Implementation Manual" or "PIM" means the manual to be adopted by AMADER in accordance with the provisions of Article 5.01(b) to this Agreement, setting out implementation, organizational, monitoring and evaluation, environmental and social monitoring and mitigation, and procurement arrangements and procedures, financial management arrangements and procedures for purposes of implementation of the Project, as the same may be amended from time to time with the prior written concurrence of the Association, and such term includes any schedules to said Manual.


25. "Procurement Plan" means the Recipient's procurement plan for the Project, dated October 25, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.


28. "Resettlement Action Plan" or "RAP" means the plan approved by the Association for the Project, prepared by the Project Implementing Entity on the basis of the RPF, as said document may be amended or supplemented from time to time with the prior written agreement of the Association and subject to the initial consultation and disclosure requirements carried out on the RAP.

29. "Resettlement Policy Framework" or "RPF" means the Recipient's document prepared under HEURA Project, as revised for the purposes of this Project and disclosed in country on October 17, 2013, setting out arrangements 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 modified from time to time with the prior written concurrence of the Association, and such term includes any schedules to said Framework.

30. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.

31. "UNWomen program" means the "Energy for the reduction of gender inequality in Mali" program being conducted in partnership with AMADER and other non-governmental organizations.

32. "Training" or "Training program" means cost of training under the Project, based on Annual Work Plans, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.