Financing Agreement

First Sustainable and Inclusive Growth
Development Policy Financing

between

REPUBLIC OF CÔTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
AGREEMENT dated as of the Signature Date between REPUBLIC OF CÔTE D'IVOIRE ("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: (i) the actions which the Recipient has already taken under the Program and which are described in Section I A of Schedule 1 to this Agreement; and (ii) the Recipient's maintenance of an adequate 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) apply to and form 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 a credit in two portions, collectively referred to as variously the “Credit” or “Financing,” namely:

   (a) a first portion, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of fifty-four million four hundred thousand Euro (EUR 54,400,000) (“Portion A of the Credit”); and

   (b) a second portion, which is deemed as Non-Concessional Financing for purposes of the General Conditions, in the amount of one hundred twenty-six million nine hundred thousand Euro (EUR 126,900,000), as such amount may be converted from time to time through a Currency Conversion (“Portion B of the Credit”).

2.02. The financial terms applicable to Portion A of the Credit are as follows:

   (a) The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Balance of Portion A of the Credit.

   (b) The Service Charge is 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
-2-

Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Balance of Portion A of the Credit.

(c) The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum; on the Withdrawn Credit Balance of Portion A of the Credit.

(d) The Payment Dates are March 15 and September 15 in each year.

(e) The principal amount of Portion A of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2.A. to this Agreement.

(f) The Payment Currency is Euro.

2.03. The financial terms applicable to Portion B of the Credit are as follows:

(a) The Front-end Fee is one quarter of one percent (¼ of 1%) of the amount for Portion B of the Credit.

(b) The Commitment Charge is one-quarter of one percent (¼ of 1%) per annum on the Unwithdrawn Balance of Portion B of the Credit.

(c) The Interest Charge is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.09 (e) of the General Conditions.

(d) The Recipient elects to apply the Automatic Rate Fixing Conversion to Portion B of the Credit. Accordingly, without limitation upon the provisions of Article IV of the General Conditions and unless otherwise notified by the Recipient to the Association in accordance with the provisions of the Conversion Guidelines, the interest rate basis applicable to the aggregate principal amount of the Credit withdrawn during each twelve (6) month consecutive Interest Periods shall be converted from the initial Variable Rate to a Fixed Rate for the full maturity of such amount in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

(e) The Payment Dates are March 15 and September 15 in each year.

(f) The principal amount of Portion B of the Credit shall be repaid in accordance with Schedule 2.B to this Agreement.

(g) The Payment Currency is Euro.
2.04. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:

(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 that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following, namely that 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 Signature Date.
5.03. For purposes of Section 10.05 (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 Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its minister in charge of economy and finance, or his or her successor.

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

Ministry of Economy and Finance
B.P. V 163
Abidjan
Republic of Côte d’Ivoire; and

(b) the Recipient’s Electronic Address is:

Facsimile:

+(225) 20-30-25-25
+(225) 20-30-25-28

6.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association’s address is:

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

(b) the Association’s Electronic Address is:

Telex: Facsimile:

248423 (MCI) 1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF CÔTE D'IVOIRE

By

[Signature]

Authorized Representative

Name: Adama COULIBALY

Title: Country Director

Date: 10 3 AVR 2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Coralie Gevers

Title: Country Director

Date: 10 3 AVR 2020
SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. **Actions under the Program**

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

1. To reduce deforestation, the Parliament has adopted the Forest Code and the Ministry of Water and Forests passed implementing regulations which define the legal modalities for establishing, managing and monitoring “agro-forests” and “agroforestry concessions within classified forests”.

2. To facilitate the implementation of the Forest Code, the Ministries of Water and Forests and of Environment and Sustainable Development have published their data on the spatial limits of national parks, reserves and classified forests on an open digital platform.

3. To promote sustainable cocoa production, the Ministry of Agriculture and Rural Development and the Ministry of Water and Forests have adopted an inter-ministerial arrêté to establish a system of standards for sustainable cocoa production.

4. To facilitate the integration of variable renewable energy (VRE) into the national grid and reduce barriers to private investments for renewable energy development, the Ministry of Petroleum, Energy and Renewable Energies has: (i) completed a study which establishes an objective of VRE integration by 2030; (ii) adopted an arrêté establishing, operationalizing and defining the functions of the commission responsible for authorizing and approving self-generation and independent production from renewable energy sources; and (iii) published targets for the licensing of solar independent power producers, taking into account the network's ability to integrate solar energy.

5. To promote energy conservation, the Ministry of Petroleum, Energy and Renewable Energies, Ministry of Economy and Finance, and the Ministry of Budget have appointed an inter-ministerial arrêté to appoint the management team for the National Fund for Energy Efficiency (FONAME), and the Ministry of Petroleum, Energy, and Renewable Energies has designed the structure responsible for the preparation and monitoring of the execution of decisions submitted to the FONAME management team.

6. To increase local domestic resource mobilization, the President of the Recipient has adopted a decree to establish the legal framework for an electronic tax payment system.
7. To improve targeting of pro-poor programs, the Council of Ministers has adopted a decree defining the methodology for identifying households eligible for preferential treatment under the Universal Medical Coverage (CMU).

8. To improve the targeting of pro-poor programs, the Council of Ministers has adopted a decree to institutionalize the Social Registry (RSU) as a central tool of the social protection system.

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 proceeds. The allocation of the amounts of the Financing to this end is set out in the table below:

<table>
<thead>
<tr>
<th>Allocations</th>
<th>Portion A of the Credit Allocated (expressed in EUR)</th>
<th>Portion B of the Credit Allocated (expressed in EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Withdrawal Tranche</td>
<td>54,400,000</td>
<td>126,582,750</td>
</tr>
<tr>
<td>Front-End Fee</td>
<td>-</td>
<td>317,250</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>54,400,000</td>
<td>126,900,000</td>
</tr>
</tbody>
</table>

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 adequacy of the Recipient's macroeconomic policy framework.

D. Deposit of Financing Amounts.

1. Notwithstanding the provisions of Section 2.03 of the General Conditions:

   (a) the Recipient shall open, prior to furnishing to the Association the first request for withdrawal from the Financing Account, and thereafter
maintain the following two dedicated accounts on terms and conditions satisfactory to the Association: (i) a dedicated account in Euro ("Foreign Currency Dedicated Account"); and (ii) a dedicated account in XOF ("Local Currency Dedicated Account"); and

(b) all withdrawals from the Financing Account shall be deposited by the Association into the Foreign Currency Dedicated Account. Upon each deposit of an amount of the Financing into the Foreign Currency Dedicated Account, the Recipient shall deposit an equivalent amount into the Local Currency Dedicated Account.

2. The Recipient, within thirty (30) days after the withdrawal of the Financing from the Financing Account, shall report to the Association: (a) the exact sum received into the Foreign Currency Dedicated Account; (b) the details of the account to which the XOF equivalent of the Financing proceeds will be credited; (c) the record that an equivalent amount has been accounted for in the Recipient's budget management systems; and (d) the statement of receipts and disbursement of the Foreign Currency Dedicated Account.

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

1. have the Dedicated Accounts 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 make such report publicly available in a timely fashion and in a manner acceptable to the Association and

3. furnish to the Association such other information concerning the Dedicated Accounts and their audit as the Association shall reasonably request.

F. Closing Date. The Closing Date is June 30, 2023.
SCHEDULE 2

A. Repayment Schedule for Portion A of the Credit

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Additional Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each March 15 and September 15</td>
<td></td>
</tr>
<tr>
<td>commencing September 15, 2025 to and including March 15, 2045</td>
<td>1.65%</td>
</tr>
<tr>
<td>commencing September 15, 2045 to and including March 15, 2050</td>
<td>3.40%</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 3.05 (b) of the General Conditions.

B. Repayment Schedule for Portion B of the Credit

Commitment-Linked Amortization Repayment Schedule – Annuity Principal Repayments

The following table sets forth the Principal Payment Dates of Portion B of the Credit and the percentage of the total principal amount of Portion B of the Credit payable on each Principal Payment Date (“Installment Share”).

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>15-Sep-29</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-30</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-30</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-31</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-31</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-32</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-32</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-33</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-33</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-34</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-34</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-35</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-35</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-36</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-36</td>
<td>2.38</td>
</tr>
<tr>
<td>Date</td>
<td>Value</td>
</tr>
<tr>
<td>------------</td>
<td>-------</td>
</tr>
<tr>
<td>15-Mar-37</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-37</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-38</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-38</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-39</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-39</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-40</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-40</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-41</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-41</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-42</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-42</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-43</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-43</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-44</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-44</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-45</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-45</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-46</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-46</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-47</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-47</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-48</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-48</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-49</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Sep-49</td>
<td>2.38</td>
</tr>
<tr>
<td>15-Mar-50</td>
<td>2.42</td>
</tr>
</tbody>
</table>
APPENDIX

Section I. Definitions

1. Basis Adjustment to the Interest Charge" means the Association’s standard basis adjustment to the Interest 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.

2. “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.

3. “Council of Ministers” means the Recipient’s council of ministers, or any successor thereto.


5. “Foreign Currency Dedicated Account” means the account referred to in Part D.1(a) of Section II of Schedule 1 to this Agreement.


7. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Development Policy Financing”, dated December 14, 2018, with the modifications set forth in Section II of this Appendix.

8. “Local Currency Dedicated Account” means the account referred to in Part D.1(b) of Section II of Schedule 1 to this Agreement.

9. “Ministry of Agriculture and Rural Development” means Recipient’s ministry of agriculture and rural development, or any successor thereto.

10. “Ministry of Budget” means Recipient’s ministry of budget, or any successor thereto.

11. “Ministry of Economy and Finance” means Recipient’s ministry of economy or finance, or any successor thereto.


15. "National Fund for Energy Efficiency" or "FONAME" means Recipient’s national fund for energy efficiency, established by Decree No. 2016-1131.

16. "Program" means: the program of objectives, policies, and actions set forth or referred to in the letter, dated February 28, 2020 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 and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program’s objectives.

17. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

18. "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.

19. "Social Registry" or "Registre Social Unique (RSU)" means Recipient’s social registry used for social protection program.

20. “Universal Medical Coverage” or "Couverture Maladie Universelle (CMU)" means the Recipient’s universal medical coverage.

Section II. Modifications to the General Conditions

For the sole sake of clarity, the General Conditions are hereby modified as follows:

Under Part A of Article III, any reference to “the Credit” shall be read as “Portion A of the Credit”, and any reference to “Withdrawn Credit Balance” or “Unwithdrawn Credit Balance” shall be read as “Withdrawn Balance of Portion A of the Credit” or “Unwithdrawn Balance of Portion A of the Credit”, respectively.

Under Part B of Article III, any reference to “the Credit” shall be read as “Portion B of the Credit”, and any reference to “Withdrawn Credit Balance” or “Unwithdrawn Credit Balance” shall be read as “Withdrawn Balance of Portion B of the Credit” or “Unwithdrawn Balance of Portion B of the Credit”, respectively.