CO-FINANCING AGREEMENT

SUSTAINABLE LANDSCAPE MANAGEMENT PROJECT

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

AGENCE FRANÇAISE DE DÉVELOPPEMENT

Dated 21 JUIN 2017

1
COFINANCING AGREEMENT

This AGREEMENT dated ____________, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION (referred to as the “World Bank” or the “Bank”) and the AGENCE FRANÇAISE DE DÉVELOPPEMENT (hereinafter referred to as “AFD”)

WHEREAS:

(A) The REPUBLIC OF MADAGASCAR (hereinafter referred to as the “Borrower”) has requested that the Bank and AFD provide financing for a Sustainable Landscape Management Project – Projet d’Agriculture Durable par une Approche Paysage (PADAP);

(B) In response to the Borrower’s request, the Bank intends to enter into a Financing Agreement with the Borrower (hereinafter referred to as the “Bank Financing Agreement”) under which the Bank shall agree to provide the Borrower, on the terms and conditions set forth or referred to therein, a credit in an amount of sixty-five million US Dollars (65,000,000 USD) to finance part of the activities and costs of the project, as shall be defined in Schedule I of the Bank Financing Agreement (hereinafter referred to as the “Project”);

(C) In response to the Borrower’s request, AFD intends to enter into a Credit Facility Agreement with the Borrower (hereinafter referred to as the “AFD Credit Agreement”) under which AFD shall agree to provide the Borrower, on the terms and conditions therein set forth or referred to therein, a credit in the amount of twenty-five million EUROS (25,000,000 EUROS) to co-finance part of the activities and costs of the Project on a joint basis;

(D) The Bank Financing Agreement and the AFD Credit Agreement are hereinafter referred to collectively as the “Financing Agreements” and individually as “Financing Agreement”;

(E) In pursuance of the Framework Co-Financing Agreement between the International Bank for Reconstruction and Development and International Development Association and AFD, dated May 29, 2014 (hereinafter referred to as “Framework Agreement”), the Bank and AFD (hereinafter referred to collectively as the “Co-financiers” and individually as “Co-financier”) consider it desirable to coordinate the administration of their respective financings (collectively the “Co-financiers’ Financings”) for the activities and costs related to the Project and advise each other of relevant matters concerning the Project, the Borrower’s performance under the Project, and other matters of common interest.

NOW THEREFORE, the Co-financiers hereby agree as follows:

ARTICLE 1

Cooperation; Consultation; Reporting and Exchange of Information

Section 1.01 Each Co-financier shall, in conformity with and subject to its respective policies and practices with respect to access to information:

(a) keep the other Co-financier informed of the progress of the Project and, at the request of either party, exchange views through their representatives with regard to the Project and any other matters relating to the Co-financiers’ Financings, including but not limited to:

(i) the financial condition and economy of the Borrower;
(ii) the progress achieved by the Borrower in the implementation of the Project; and
(iii) fiduciary, safeguards and other relevant administration and supervision matters related to the implementation and financing of the Project;

(iv) information related to corruption, fraud or other misconduct as described in Section 3.04 of the Framework Agreement.

(b) inform the other Co-financier sufficiently in advance of any proposed supervision missions for the Project so as to afford a reasonable opportunity to the other party to participate in such missions. The Co-financier conducting such mission shall inform the other Co-financier of the main findings and results of such mission;

(c) share with each other: (i) Project documentation prepared and sent by the Borrower pursuant to the Financing Agreements, including any manuals, the procurement plan, the periodic project reports and the final reports on the execution of the Project with related plans; (ii) the aide-memoire or any other document prepared after supervision missions conducted under sub-paragraph (b) above; and (iii) any other periodic reports prepared by each Co-financier with respect to the Project under their respective policies and procedures;

(d) exchange views with respect to the documents shared under sub-paragraph (c) above;

(e) promptly inform the other Co-financier of any of the following events:

(i) any event which a Co-financier becomes aware of and which, in the opinion of such Co-financier, is likely to materially interfere with, or seriously hinder or impair, the implementation of the Project, or to adversely and materially interfere with the performance by the Borrower of its obligations under the Financing Agreement to which such Co-financier is a party;

(ii) a determination by such Co-financier that any disbursement of the financing provided pursuant to its Financing Agreement: (A) was made in respect of any expenditure or any amount not eligible for financing under such Financing Agreement; or (B) was not justified by the evidence furnished pursuant to such Financing Agreement; and

(iii) any notice given by the Borrower to prepay the whole or any part of the financing disbursed pursuant to the Financing Agreement to which such Co-financier is a party and any amount thereof actually prepaid.

Section 1.02. The Co-financiers shall inform each other promptly of any significant modification to their respective Financing Agreements with the Borrower and of any contractual remedy that is applied in respect thereof. Without prejudice to the independent right of decision and action of each Co-financier under its respective Financing Agreement, and subject to each Co-financier’s applicable policies and procedures, each Co-financier will give notice to, and to the extent reasonably practicable consult with, the other Co-financier before effecting any such modification or exercising any such contractual remedy. Such modifications or contractual remedies include, but are not limited to, the following:

(a) material amendment to the Co-financier’ respective Financing Agreement with the Borrower or any action which might result in the termination of such Financing Agreement;

(b) cancellation, in whole or in part, of the proceeds of the financing provided for under the respective Financing Agreement with the Borrower;

(c) suspension or termination, in whole or in part, of the right of the Borrower to make withdrawals under the respective Financing Agreement;
(d) refund, in whole or in part, of the proceeds of the financing provided under the respective Financing Agreement;

(e) acceleration of the maturity of the financing provided under the respective Financing Agreement; or

(f) extension to the disbursement deadline (closing date) under the respective Financing Agreement.

Section 1.03. The Financing Agreements to be concluded in connection with the Project may include cross-default clauses and cross-effectiveness provisions. Each Co-financier shall use its best efforts to expedite the timely effectiveness of their respective Financing Agreement with the Borrower.

Section 1.04. Each Co-financier shall retain its independent right of action and decision under its respective Financing Agreement with the Borrower except as otherwise stated in this Agreement.

Section 1.05. In the event of any major restructuring or other significant changes to the Project, the Co-financiers will discuss the potential implications that such changes may have for the co-financing arrangements set forth in this Agreement, including the services provided and fees charged by the Bank pursuant to this Agreement.

Section 1.06. The Bank shall provide AFD with semi-annual reports on the progress of the reimbursable services provided under this Agreement.

ARTICLE 2
Project Preparation and Implementation

Section 2.01. The appraisal and supervision of the Project shall be done in accordance with the Bank’s policies and procedures, as detailed in this Agreement.

Section 2.02. As agreed between the Co-financiers and in accordance with the provisions of their respective Financing Agreements, prior no-objection notices from the Bank and from AFD shall be required for (i) the Project Implementation Manual, and (ii) other documentation or steps for which prior no-objection notices from both Co-financiers are required in the Project Implementation Manual, such as Feasibility Studies in the Targeted Landscapes.

Section 2.03. The Borrower shall be responsible for the execution of the Project co-financed under this Agreement, including the procurement/selection, award and implementation of contracts thereunder in accordance with the Bank’s applicable policies and procedures.

ARTICLE 3
Procurement Administration

Section 3.01. Unless otherwise stipulated in this Agreement or agreed between the Co-financiers:

(a) the procurement of goods, works and non-consulting services under the Project shall be subject to the provisions of the applicable version of the Bank’s “Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” (“Procurement Guidelines”);
(b) the selection, engagement and services of the consultants under the Project shall be subject to
the provisions of the applicable version of the Bank’s “Guidelines: Selection and Employment of
Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” (“Consultant
Guidelines”);

c) the Bank’s interpretation of the Procurement Guidelines and Consultant Guidelines shall be
binding and final on all procurement decisions; and

d) the Bank shall be responsible for the supervision of procurement undertaken by the Borrower
under the Project in accordance with the Bank’s policies and procedures and as further provided for
under this Agreement, notably under section 3.02.

Section 3.02. The application of the Procurement Guidelines and the Consultant Guidelines shall be
subject to the following modifications with respect to the AFD co-financed contracts:

(a) application of appropriate remedies by the Co-financiers in cases where the Bank determines
that the applicable procurement procedures have not been followed, shall be carried out in accordance
with the provisions of Section 3.07 of this Agreement;

(b) handling of complaints, allegations and/or indications related to fraud and corruption and any
other misconduct shall be carried out in accordance with the provisions of Section 4.01 of this
Agreement; and

(c) recognition of AFD’s role as a co-financier with respect to references in the bidding documents
and/or requests for proposals, and recognition of AFD’s financing eligibility requirements in accordance
with the provisions of Sections 3.03 and 3.04 of this Agreement, respectively.

Section 3.03. When the use of the Bank’s Standard Bidding Documents (SBDs) and Standard
Requests for Proposals (SRPs) is required by the Procurement Guidelines and the Consultant Guidelines,
respectively, the bidding documents and/or requests for proposals prepared by the Borrower for a
specific procurement will be modified to reflect AFD’s role as a co-financier, including references to
AFD in the procurement notices (General Procurement Notice (GPN), Specific Procurement Notices
(SPN), and Requests for Expression of Interest (REOI)) and all other documentation relating to the
contracts co-financed by AFD.

Section 3.04. Due to its specific legal and regulatory obligations, AFD will not finance its respective
part of a contract to a bidder or a consultant who is on any of the EU and French financial and
commercial sanction lists set forth in the AFD Credit Agreement. The Borrower will be required by the
World Bank to modify the standard GPN, SPNs, REOIs templates to include, in substance, the
following:

Interested bidders (including sub-contractors or suppliers) are advised that AFD’s decision to finance
its respective part of a contract will be conditional on meeting AFD’s legal financing requirements
relating to EU and French financial and commercial sanctions as set forth in the table below:

<table>
<thead>
<tr>
<th>EU financial sanctions list</th>
<th><a href="http://eeas.europa.eu/cfsp/sanctions/consol-list_en.htm">http://eeas.europa.eu/cfsp/sanctions/consol-list_en.htm</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>French financial sanctions list</td>
<td><a href="http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste">http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste</a></td>
</tr>
</tbody>
</table>

1 A GPN template is provided in Annex E
2 Bidders shall take note that the address of those links may be amended from time to time.
Section 3.05. In the case of prior review contracts, it is understood that the AFD Credit Agreement requires the Borrower to provide AFD with a copy of the evaluation report (including prequalification report and short listing report, as applicable) at the same time it is submitted to the Bank, which documents shall, as the case may be, require AFD's prior non-objection in accordance with Section 2.02. If the bidder does not meet AFD’s financing requirements, AFD will promptly inform the Bank and the Borrower. The Co-financers shall then consult with the Borrower to determine the appropriate course of action.

Section 3.06. In the case of post review contracts, the provisions of Section 2.02 and Section 5.04 shall apply.

Section 3.07. Upon notification by the Bank to AFD of its declaration of misprocurement and decision to cancel its financing for the contract or contracts in question or to apply another remedy, AFD shall promptly take the equivalent measures to cancel its portion of the financing for the contract or contracts in question or apply a remedy equivalent to the Bank’s decision.

ARTICLE 4

Fraud, Corruption or other Misconduct

Section 4.01. The Co-Financiers shall:

(a) require that the Borrower carries out the Project in accordance with the applicable version of the Bank’s Guidelines on Preventing Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (the “Anti-Corruption Guidelines”); and

(b) during the course of Project implementation, cooperate on matters related to fraud, corruption or other misconduct, as defined in their respective legal and policy frameworks, in accordance with Article 3 of the Framework Agreement.

ARTICLE 5

Financial Management

Section 5.01. Each Co-financier shall require the Borrower, in its respective Financing Agreement, to:

(a) include in the audited financial statements for the Project expenditures funded by both Co-financiers together with funds of any other financiers; and

(b) ensure that an opinion on the usage of all project funds is presented in the audit report.

Section 5.02. Each Co-financier shall require the Borrower, in its respective Financing Agreement, to carry out the Project in accordance with the Bank’s financial management policies and procedures;

Section 5.03. In accordance with the Project Appraisal Document, the Bank shall review the quarterly interim un-audited financial reports and undertake periodic financial management implementation support mission, as required. The Bank will associate AFD to the review of the external annual audits of the financial statements provided by the Borrower pursuant to each Co-Financier’s Financing Agreement, and AFD shall transmit any comments on the same to the Bank. The Bank shall follow up on the implementation and pursuance of the audit’s recommendations.
Section 5.04. In the case of post review contract and/or when there is a joint designated account, each Co-Financier shall require the Borrower, in its respective Financing Agreement, to include in the terms of reference of the audit of the financial statements a review of the Borrower’s controls and operating procedures for complying with the applicable Bank’s policies and AFD’s legal and regulatory obligations related to the EU and French financial and commercial sanction lists set forth in the AFD Credit Agreement.

ARTICLE 6

Method of Financing; Disbursement Administration

Section 6.01. It is the intention of each Co-financier that the proceeds of the Co-financiers’ Financings will be applied on a joint co-financing basis to jointly finance all contracts/expenditures under the Project as set forth in Annex A. The Bank acknowledges that AFD financing may not finance taxes and duties, except otherwise stated in the AFD Credit Agreement.

Section 6.02. For the purposes of the Project, disbursements under each Co-Financier’s Financing Agreement shall be made in accordance with the Bank’s applicable disbursement guidelines and policies and specific instructions included in a disbursement letter. AFD authorizes the Bank to issue a disbursement letter that provides instructions to the Borrower on disbursement in accordance with the respective Financing Agreement, including authorized signatures, access to the Bank’s Client Connection for electronic submission, and other disbursement arrangements. AFD will be consulted regarding the information included in the disbursement letter for which AFD is concerned, such as, but not limited to, the name of the person(s) authorized to deliver any notices as needed and the arrangements by which the Borrower transmits any required document to AFD, which disbursement letter shall also include the conditions precedent to disbursements under the AFD Financing Agreement.

Section 6.03. With respect to AFD-financed expenditures under the Project:

(a) the Borrower shall be required: (i) under each Co-financier’s respective Financing Agreement to submit a Withdrawal Application (WA) and copies of supporting documents to the Bank in accordance with the terms and conditions contained in the disbursement letter, and a signed print-out of the WA and supporting documents to AFD; and (ii) only under the AFD Credit Agreement to submit a representation form attached in Annex D to this Agreement to AFD;

(b) the Bank shall review each WA submitted by the Borrower in accordance with its applicable policies and procedures to verify that the amount requested by the Borrower is in accordance with the respective Financing Agreements, shall upon AFD’s request send the relevant reporting documentation to AFD, and advise AFD (through the Drawdown Order as per the form attached in Annex B to this Agreement and by such means as will be agreed by the Parties) to make the payments to the Borrower requested in such WAs, subject to approval by AFD, and its confirmation that the conditions precedent to disbursements under the AFD Financing Agreement have been satisfied;

(c) the Bank’s services to AFD will not cover monitoring of the Borrower’s compliance with AFD’s financing eligibility requirements set forth in Section 3.04 and/or the submission of the representation form attached in Annex D to this Agreement, nor will the services cover any other financing requirement related to taxes and duties set forth in the AFD Credit Agreement;

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1 If the co-financing agreement is signed after the Bank and AFD has negotiated their respective financing agreements with the Borrower.
(d) upon receipt of the Drawdown Order and supporting documents, AFD shall determine the 
amount of funds to be disbursed by it to the Borrower in accordance with the provisions of the AFD 
Credit Agreement, and notify the Bank of its actions within maximum of 15 calendar days;

(e) if AFD does not approve the payment requested in the WA for the reasons covered under Section 
6.03 (c), it shall promptly inform the Bank and the Borrower in writing of its decision and the basis for 
such decision. The Co-financiers will then consult on the appropriate course of action.

(f) it is acknowledged that the Borrower shall have received AFD’s prior non-objection before each 
first utilization of funds disbursed to the AFD Project Account under the AFD Financing Agreement 
which is destined to finance a “no regret” investment or an investment or activity identified in the 
Sustainable Landscape Management Plan.

ARTICLE 7

Environmental and Social Safeguards

Section 7.01. During Project preparation and implementation, the Bank shall conduct due diligence, 
review documents and appraise and supervise Project activities in accordance with the Bank’s safeguard 
policies. AFD shall conduct due diligence, review documents and appraise and supervise other activities 
that are not required by the Bank’s safeguard policies but may be required by AFD.

Section 7.02. For the purposes of the AFD-financed parts of the Project, the Co-financiers agree that 
a single process for social and environmental assessment and planning, safeguard documentation, 
consultation, and disclosure requirements shall be conducted to satisfy both the Bank’s safeguard 
policies and the safeguard requirements of the AFD.

ARTICLE 8

Provision of Services and Fees

Section 8.01. The Bank accepts to provide the services described in Articles 2, 3, 5, 6, and 7 of this 
Agreement, in accordance with its relevant policies and procedures and as specifically set forth in this 
Agreement. When requested, and subject to its policy on access to information, the Bank will make 
available to AFD all documents, contracts, statements and reports received by the Bank from the 
Borrower in accordance with the Financing Agreements, and within the scope of the Bank’s services set 
forth herein.

Section 8.02. AFD shall pay to the Bank a fee of five hundred eighty-five thousand US Dollars (USD 
585,000) for the incremental reimbursable services to be performed by the Bank pursuant to this 
Agreement. Such fee shall be paid in five (5) instalments of one hundred seventeen thousand US dollars 
(USD 117,000), to be paid by the first day of July of every year. The description and cost of such 
incremental reimbursable services are included in Annex C to this Agreement.

Section 8.03. All payments to the Bank shall be made when due in full, in United States Dollars, in 
immediately available funds, without any deductions whatsoever for taxes, duties, charges or other 
withholdings, into such bank account as the Bank may designate.
Section 8.04. Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to the obligation of AFD to pay to the Bank remuneration for its services performed prior to the date of termination or expiration of this Agreement, shall continue in full force and effect.

ARTICLE 9

Entry into Force and Effect; Termination; Dispute Resolution

Section 9.01. Upon signature of this Agreement by both parties, it shall enter into force and effect on the later of (a) the date on which the Bank Financing Agreement becomes effective in accordance with its terms, or (b) the AFD Credit Agreement becomes effective in accordance with its terms.

Section 9.02. This Agreement shall remain in full force and effect until ninety (90) days after the date on which both Co-financiers' respective Financing Agreements with the Borrower shall have closed with no further disbursements nor fund utilization by the Borrower.

Section 9.03. This Agreement may be modified from time to time by further agreement in writing between the Co-financiers. This Agreement may be terminated at any time upon ninety (90) days advance notice given in writing by either party to the other party. Before giving such notice, the Co-financiers will agree on the most practical and effective means of limiting the impact of such termination on the implementation of the Project.

Section 9.04. The Co-financiers will try to resolve any dispute arising from this Agreement, through constructive engagement and negotiation between the parties.

ARTICLE 10

Miscellaneous

Section 10.01. This Agreement may be made publicly available subject to each Co-financier's policies and procedures on access to information. The Co-financiers shall each respectively obtain the other's prior written consent before publicly disclosing information that the other has explicitly provided in confidence, by marking the document containing such information as proprietary and/or confidential and/or as being provided in confidence.

Section 10.02. Communications, including notices for the purposes of this Agreement shall be addressed to the following:

For the World Bank:

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

Facsimile: ______________________

Attention: ____________________
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate in the English language.

THE WORLD BANK

By: ____________________________
Name: Coralie GEVERS
Title: Country Manager
Date: 21 JUIN 2017

AGENCE FRANÇAISE DE DÉVELOPPEMENT

By: ____________________________
Name: Jérôme BERTRAND HARDY
Title: Manager
Date: 21 JUIN 2017
ANNEX A:

Financing Percentages by the World Bank and AFD under the Project

<table>
<thead>
<tr>
<th>Item</th>
<th>The World Bank</th>
<th>AFD</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Every Project activity, except activities financed by the GEF</td>
<td>70%</td>
<td>30%</td>
<td>100%</td>
</tr>
</tbody>
</table>

This table is indicative and it can be adjusted to the project specific co-financing arrangements.
ANNEX B:
Form of Drawdown Order - EXAMPLE

Date: [date]

Dear Sir/Madam,

This is to confirm that the above withdrawal application has been approved by the World Bank on [date] and details of the disbursement to be made by AFD are included in the attachment.

Please proceed with funding the payment and confirm the value date, currency paid, amount paid and cost currency details so that we may update our records with the actual payment details.

Please contact [XXXXXX] in case of any questions pertaining to this notice.

Sincerely,
Loan Department
The World Bank

Attachment - Details of Disbursements

001 ATTN: Directeur de l’Agence Française de Développement à Madagascar
002 AFD
003 MADAGASCAR
004 RUE RAZANAKOMBANA AMBOHIJATOVO, 23
005 BP 557 ANTANANARIVO 101
006 736-AFD
007 APPLICATION NO: [currency and amount in figures]
009 [amount in words]
011 PROJECT REFERENCE: [project name]
013 OUR TN: [number]
014 ON THE BASIS OF FOREGOING WE HEREBY NOTIFY YOU
015 THE AMOUNT OF DISBURSEMENT TO BE MADE BY YOU:
017 [currency and amount in figures]
018 PAY TO: [project name]
020 [address of Payee]
022 [PAYEE ACCOUNT NO:]
024 PAYEE BANK NAME AND ADDRESS: BANCO BIC, S.A., 52, R UA NARCISO ESPIRITO SANTO, LUANDA;
025 INTERMED BANK NAME AND ADDRESS: [____]
028 [category, details]
030 WE HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING
032 DISBURSEMENT:
034 CATEGORY DETAILS (CATEGORY, AMOUNT)
036 [category, details]
TOTAL: [currency and amount in figures]
PAYMENT REFERENCE: COFN [xxxxxx]
FOR DISBURSEMENT DIVISION,
WORLD BANK.
NOTE: ALL THE DETAILS STATED ABOVE ARE AS PER THE CURRENT STATUS OF THE APPLICATION
ANNEX C:
Description and Cost of Incremental Reimbursable Services for the PADAP Project

<table>
<thead>
<tr>
<th>Reimbursable services</th>
<th>Comments</th>
<th>Number of days per staff</th>
<th>Number of trips</th>
<th>Consultants (US$)</th>
<th>Costs (US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Preparation and Implementation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TTL and co-TTls</td>
<td></td>
<td>200</td>
<td>12</td>
<td>230,000</td>
<td></td>
</tr>
<tr>
<td>Specialist</td>
<td></td>
<td>140</td>
<td>6</td>
<td>120,000</td>
<td></td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
<td>6</td>
<td>80,000</td>
<td>110,000</td>
</tr>
<tr>
<td><strong>Procurement Administration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement specialist</td>
<td></td>
<td>50</td>
<td>5</td>
<td>41,600</td>
<td></td>
</tr>
<tr>
<td><strong>Financial Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>40</td>
<td>--</td>
<td>10,400</td>
<td></td>
</tr>
<tr>
<td><strong>Method of Financing, disbursement administration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>40</td>
<td>--</td>
<td>10,400</td>
<td></td>
</tr>
<tr>
<td><strong>Environmental and Social Safeguards</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental safeguards</td>
<td></td>
<td>25</td>
<td>5</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Social safeguards</td>
<td></td>
<td>25</td>
<td>5</td>
<td>30,000</td>
<td></td>
</tr>
</tbody>
</table>

4 This Annex is prepared for each project based on estimated additional (incremental) expenses the Bank team would require in order to carry out the services specified in the project co-financing agreement in relation to the AFD-financed portion/part of the project, including contingencies.
<table>
<thead>
<tr>
<th>Others/Contingencies</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th>2,600</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>585,000</td>
</tr>
</tbody>
</table>
ANNEX D

Representation Form

I refer to the Credit Facility Agreement No. ______ between the [Name of Borrower] and Agence Française de Développement ("AFD") dated ______ for the __________ Project.

This confirms that, the amount requested under the attached Application of Withdrawal will not be used for payments to contractors, sub-contractors or suppliers, who are on any of the financial sanction lists (including in particular the fight against the financing of terrorism) of:

- the European Union,
- France.

Sincerely,

......................................................

Authorized Representative of the [Name of Borrower]
...........................................................
ANNEX E
SAMPLE FORMAT:
GENERAL PROCUREMENT NOTICE

[COUNTRY]

[NAME OF PROJECT]

[insert sector]

GENERAL PROCUREMENT NOTICE

Loan No./Credit No./TF No./Grant No.

Project ID No.

The [insert name of borrower] [has received/has applied for/intends to apply for] financing in the amount of US$ [insert dollar amount] equivalent from the World Bank toward the cost of the [insert name of project], and it intends to apply part of the proceeds to payments for goods, works, related services and consulting services to be procured under this project. This project will be jointly financed by the French Development Agency (AFD).

The project will include the following components [describe the main project components, including consulting services, and include a brief description of the goods, works and services to be procured under ICB procedures].

Procurement under the project will be conducted through the procedures as specified in the World Bank’s Guidelines: Procurement under IBRD Loans and IDA Credits (current edition), and is open to all eligible bidders as defined in the guidelines. Consulting services will be selected in accordance with the World Bank’s Guidelines: Selection and Employment of Consultants by World Bank Borrowers (current edition).

Interested bidders (including sub-contractors or suppliers) are advised that AFD’s decision to finance its respective part of a contract will be conditional on meeting AFD’s legal financing requirements relating to EU and French financial and commercial sanctions as set forth in the table below:

<table>
<thead>
<tr>
<th>EU financial sanctions list</th>
<th><a href="http://eeas.europa.eu/cfsp/sanctions/conso-list_en.htm">http://eeas.europa.eu/cfsp/sanctions/conso-list_en.htm</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>French financial sanctions list</td>
<td><a href="http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste">http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste</a></td>
</tr>
</tbody>
</table>

6 Indicate any margin of preference that may be granted as specified in the loan or credit agreement and set forth in the bidding documents

7 Bidders shall take note that the address of those links may be amended from time to time
Specific procurement notices for contracts to be bid under the World Bank’s international competitive bidding (ICB) procedures and for contracts for consultancy services will be announced, as they become available, in UN Development Business [and the names of technical magazines, newspapers and trade publications of wide international circulation and in local newspapers].

Prequalification of suppliers and contractors will be required for the following contracts [insert names of contracts].¹

¹ If known, the dates of issuance of the specific procurement notices for goods, works, prequalification, and the dates of issuance of requests for expressions of interest for consultants’ contracts shall be given.