Financing Agreement  
(Additional Financing for Post Conflict Assistance Project) 

between 

REPUBLIC OF COTE D'IVOIRE 

and 

INTERNATIONAL DEVELOPMENT ASSOCIATION 

Dated 9 DEC 2013, 2013
FINANCING AGREEMENT

AGREEMENT dated 19 DEC 2013, 2013, entered into between REPUBLIC OF COTE D'IVOIRE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the activities related to the Original Project (as defined in the Appendix to this Agreement). 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 nineteen million six hundred thousand Special Drawing Rights (SDR 19,600,000) (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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 carry out the Project 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 — TERMINATION

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

4.02. 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 V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its minister at the time responsible for finance.

5.02. The Recipient’s Address is:

Ministry of the Economy and Finance
P. O. Box V 163
Abidjan
Côte d’Ivoire

Cable: MINFIN
Telex: 23747 MINFIN
Facsimile: 225-20-30-25-29
5.03. The Association’s Address is:

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

Cable: Telex: Facsimile:

INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.

AGREED at Abidjan, Republic of Côte d’Ivoire, as of the day and year first above written.

[Seal]

By
Authorized Representative
Name: Nialé KABA
Title: 

INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Authorized Representative
Name: MADANI M. TALL
Title: COUNTRY DIRECTOR
SCHEDULE 1

Project Description

The objective of the Project is to improve conflict-affected communities’ and individuals’ opportunities for economic reintegration and access to social services, which will accelerate the Recipient’s crisis recovery and strengthen the prospects for sustainable peace in its territory.

The Project consists of the Original Project, as revised hereunder:

Part 1. Socio-Economic Reintegration

Facilitating the socio-economic reintegration of vulnerable young women and men, in the Target Areas, through:

(a) Labor-intensive public works.

(b) Sub-projects in support of income-generating activities.

Part 2. Identification

Facilitating the national identification process, in the Targeted Areas, through:

(a) Rehabilitation/construction of ten civil registry offices through on-the-job training (chantiers-écoles), and provision of equipment to thirty civil registry offices.

(b) Capacity-building of officiers d’état civil and agents d’état civil and community leaders to improve registration.

(c) Support to operation of civil registration and regularization, with a particular focus on children.

Part 3. Community Rehabilitation

Fostering social cohesion and peaceful conflict resolution in Targeted Areas, with particular focus on the inclusion of vulnerable groups, including:

(a) Carrying out of Subprojects to rehabilitate/build about 200 community infrastructures to improve access to social services.
(b) Carrying out of about 200 Subprojects to promote reconciliation and conflict mitigation, including the construction of up to 500 houses for displaced people.

(c) Provision of support to about 200 Subprojects for economic recovery managed by local associations.

(d) Capacity-building of communities with respect to the development and management of Subprojects under this Part 3 of the Project.

(e) Carrying out of an inter-community comprehensive infrastructure, social cohesion, and economic recovery Subproject in the selected commune of Abidjan.

Part 4. Project Management

Provision of support to the Office of the Prime Minister in the overall management and coordination of the Project, through the Project Coordination Unit.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements and Work Plan

1. The Recipient shall maintain at all times during Project implementation, with terms of reference and resources satisfactory to the Association and competent staff in adequate numbers, a Project Coordination Unit, which shall be responsible for the day to day management, coordination, and administrative and financial management, procurement and monitoring and evaluation under the Project.

2. The Recipient shall furnish to the Association as soon as available, but in any case no later than the beginning of each calendar year thereafter throughout Project implementation, a work plan and budget for the Project for the following year, in form and substance satisfactory to the Association, of such scope and detail as the Association shall have reasonably requested, and including a detailed disbursement plan, in form and substance satisfactory to the Association.

B. Manuals

1. The Recipient shall carry out the Project in accordance with the provisions of the Reintegration and Community Rehabilitation Manuals, and, the Financial, Administrative, and Accounting Procedures Manual, all in form and substance satisfactory to the Association.

2. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof.

3. In the event of any discrepancy between the provisions of said Manuals and those of this Agreement, the latter shall prevail.

C. Anti-Corruption

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

1. General

Without limitations upon the provisions of Section I.A of this Schedule, the Regional Offices shall, on behalf of the Recipient, appraise, approve, and monitor Subprojects in accordance with the provisions of this Section and the Reintegration and Community Rehabilitation Manuals.

2. Eligibility Criteria and Procedures for Subprojects

(a) No proposed Subproject shall be eligible for financing out of the proceeds of the Credit unless the respective Regional Office has determined, on the basis of an appraisal conducted in accordance with the guidelines set forth in the Reintegration and Community Rehabilitation Manuals, that the Subproject satisfies eligibility criteria and procedures satisfactory to the Association and set out in the Reintegration and Community Rehabilitation Manuals, and which shall include the following:

(i) the Subproject shall be proposed by an individual, group of individuals, or community-based or other non-governmental organization which fulfills the eligibility criteria set out in the Reintegration and Community Rehabilitation Manuals;

(ii) the proposed Subproject shall be for any of the types of activities set out under Part 1 or 3 of the Project, and in further detail in the Reintegration and Community Rehabilitation Manuals; and

(iii) the cost of the proposed Subproject is entirely covered by the amount of the Sub-financing and, in the case of Subprojects under Part 1 of the Project, a credit obtained from an appropriate local financial institution as needed.

(b) No proposed Subproject shall be eligible for financing under the Project if the respective Regional Office has determined, on the basis of an appraisal conducted in accordance with this Section and the Reintegration and Community Rehabilitation Manuals, that:

(i) the proposed Subproject shall be for activities political or religious in nature;

(ii) the proposed Subproject could potentially have an adverse environmental or social impact;
(iii) the proposed Subproject shall be for investments not proven to be in compliance with applicable agrarian or land law; and

(iv) the proposed Subproject shall be for activities relating to the production of tobacco or hallucinogen plants.

3. Terms and Conditions of Sub-financing Agreements

(a) The Recipient shall make each Sub-financing under a Sub-financing Agreement, concluded between the respective Regional Office, on behalf of the Recipient and the respective Sub-financing Beneficiary on terms and conditions approved by the Association, described in further details in the Reintegration and Community Rehabilitation Manuals, and which shall include the following:

(i) The Sub-financing shall be: (A) denominated in Francs CFA; and (B) made on a grant basis.

(ii) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:

(A) suspend or terminate the right of the Sub-financing Beneficiary to use the proceeds of the Sub-financing, or declare to be immediately due and payable all or any part of the amount of the Sub-financing then withdrawn, upon the Sub-financing Beneficiary’s failure to perform any of its obligations under the Sub-financing Agreement;

(B) require the Sub-financing Beneficiary to, and this with the assistance of a technical support agency as needed:

(1) carry out its Subproject with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, administrative, environmental, and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Reintegration and Community Rehabilitation Manuals and the Environmental and Social Management Framework, and the provisions of the Anti-Corruption Guidelines applicable to recipients of Credit proceeds other than the Recipient;
(2) provide, promptly as needed, the resources required for the purpose;

(3) procure the goods, works, and services to be financed out of the Sub-financing in accordance with procedures ensuring efficiency and economy and the provisions of Section III of this Schedule, and use said goods, works, and services exclusively in the carrying out of the Subproject;

(4) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Subproject and the achievement of its objectives;

(5) (a) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources, and expenditures related to the Subproject; and (b) at the Association's or the Recipient's request, agree to have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association;

(6) enable the Recipient and the Association to inspect the Subproject, its operation, and any relevant records and documents; and

(7) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing; and
(C) recruit one (1) or more technical support agency/agencies in accordance with the provisions of Section III of this Schedule for purposes of provision of assistance to the Sub-financing Beneficiary in the identification, preparation, implementation and oversight of Subprojects.

(b) The Recipient shall exercise its rights under each Sub-financing 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 any Sub-financing Agreement or any of its provisions.

E. Safeguards

1. The Recipient shall ensure that the Project, including any Subproject, is implemented in accordance with the provisions of the Environmental and Social Management Framework, and except as the Association shall otherwise agree, the Recipient shall not amend or waive, or permit to be amended or waived, any provision of the aforementioned.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) 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 set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one (1) calendar quarter during the period of Project implementation, and shall be furnished to the Association not later than one (1) month after the end of the period covered by such report.

(b) The performance indicators referred to above in sub-paragraph (a) consist of the following:

(i) Part 1 of Project

Number of vulnerable youth who have participated in socio-economic reintegration activities.
(ii) Part 2 of Project

Percentage of school children with a birth certificate in targeted communities.

(iii) Part 3 of Project

Number of communities with improved social and economic infrastructure.

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 no later than 45 days after the end of each calendar quarter, interim un-audited 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 (1) fiscal year of the Recipient for the entire period of implementation. 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 thereafter.

4. Without limitation to the foregoing, the Recipient shall have an annual technical audit of all construction works financed from the proceeds of the Credit, including any Sub-projects thereunder, carried out by an external auditor satisfactory to the Association under terms of reference satisfactory to the Association. The reports of such technical audits shall be furnished to the Association no later than four (4) months after the end of each calendar year in which the Project is implemented.

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) Limited International Bidding;

   (b) National Competitive Bidding, subject to the following additional provisions:

      (i) the Recipient shall not reject all bids, or, if only one bid is received, it shall not reject the sole bid either and solicit new bids;

      (ii) the point system shall not apply; and

      (iii) bids shall not be rejected on the ground that they are either too high or too low;

   (c) Shopping; and

   (d) Community Participation procedures which have been found acceptable to the Association, as set forth in the Financial, Administrative, and Accounting Procedures Manual.
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) Selection under a Fixed Budget;
   
   (c) Least Cost Selection;
   
   (d) Selection based on Consultants’ Qualifications;
   
   (e) Single-source Selection of consulting firms;
   
   (f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association
   
   (g) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and
   
   (h) 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 Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants’ services, and Operating Costs for Parts 1, 2, and 3 of the Project</td>
<td>16,600,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services, and Operating Costs for Part 4 of the Project</td>
<td>3,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>19,600,000</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.

2. The Closing Date is December 31, 2015.
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 15 March and 15 September:</td>
<td></td>
</tr>
<tr>
<td>commencing 15 March 2024, to and including 15 September 2033</td>
<td>1%</td>
</tr>
<tr>
<td>commencing 15 March 2034, to and including 15 September 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. "Community Rehabilitation Manual" means the Recipient’s manual of May 2011, in form and substance satisfactory to the Association, outlining organizational, monitoring and evaluation, environmental and social monitoring and mitigation, and other such arrangements, as shall have been agreed with the Association for purposes of implementation of Part 3 of the Project, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to said Manual.


5. "Environmental and Social Management Framework" means the Recipient’s framework dated July 2009, in form and substance satisfactory to the Association, describing measures for the mitigation of the potential adverse environmental and social impact of the Project, as the same may be updated from time to time with the concurrence of the Association.

6. "Financial, Administrative, and Accounting Procedures Manual" means the Recipient’s manual, dated December 2008, in form and substance satisfactory to the Association, outlining administrative, financial management, disbursement, procurement, and other such arrangements, as shall have been agreed with the Association for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to said Manual.

7. "Franc CFA" or "Franc de la Communauté Financière de l’Afrique" means the currency of the Recipient.


9. "Operating Costs" means the incremental expenses incurred by the Recipient.
on account of Project implementation, management, and monitoring, including for office space rental, utilities, and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, building and equipment maintenance, advertising expenses, travel and supervision, salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient's civil service.


11. “Original Project” means the Project described in the Original Financing Agreement.


13. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated November 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.

14. “PCU” means the Project Coordination Unit, maintained at the Recipient’s Office of the Prime Minister.

15. “Region” (Région) means an administrative area of the Recipient, established pursuant to the Recipient’s Law No. 2001-476 of August 9, 2001, representing a designated area and population within the territory of the Recipient.

16. “Regional Office” (Bureau Régional) means the Recipient’s entity in any Region established and operating pursuant to the Recipient’s Order No. 146/PMN/CAB of June 25, 2007, and which is responsible for the coordination of Project activities in the respective Region.

17. “Reintegration Manual” means the Recipient’s manual dated August 2011, in form and substance satisfactory to the Association, outlining organizational, monitoring and evaluation, and other such arrangements, as shall have been agreed with the Association for purposes of implementation of Part 1 of the Project, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to said Manual.

18. “Subproject” means a specific activity under Part 1 or 3 of the Project financed, or proposed to be financed, through a Sub-financing (as hereinafter defined).
19. "Sub-financing" means a financing made, or proposed to be made, by the Recipient represented by the respective Regional Office to a Sub-financing Beneficiary (as hereinafter defined) to finance a Subproject.

20. "Sub-financing Agreement" means the agreement to be entered into between the Recipient represented by the respective Regional Office and a Sub-financing Beneficiary (as hereinafter defined) for the purposes of carrying out and financing a Subproject.

21. "Sub-financing Beneficiary" means an individual, group of individuals, or community-based or other non-governmental organization established and operating as such under the laws of the Recipient, which has met the eligibility criteria set out in the Reintegration and Community Rehabilitation Manuals, and, as a result, has received or is entitled to receive a Sub-financing.

22. "Targeted Areas" means areas included in a list consisting of ten départements in the center, north, and west of the country, and one commune in Abidjan, all to be selected by the Recipient, in agreement with the Association, or any other areas added or removed from such list in agreement with the Association.