Loan Agreement

(Statistical Development Project)

between

GABONESE REPUBLIC

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

Dated April 18, 2017
AGREEMENT dated 18th January, 2017, between GABONESE REPUBLIC ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank 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 — LOAN

2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of forty-five million seven hundred thousand Euros (€45,700,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement ("Loan"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").

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

2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.

2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.

2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Fixed Spread; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.
2.06. The Payment Dates are March 15 and September 15 in each year.

2.07. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a “Conversion”, as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

(c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05 (c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.

2.09. Without limitation upon the provisions of paragraph (a) of Section 2.08 of this Agreement and unless otherwise notified by the Borrower to the Bank in accordance with the provisions of the Conversion Guidelines, the interest rate basis applicable to the aggregate principal amount of the Loan withdrawn during each Interest Period shall be changed 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.
ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objective of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions.

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

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Condition of Effectiveness consists of the following, namely, that the Project Operational Manual has been adopted in accordance with Section I.B of Schedule 2 to this Agreement.

4.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Borrower’s Representative is its Minister responsible for economy.

5.02. The Borrower’s Address is:

Minister of Economy, Prospective and Programing of Sustainable Development
BP 747
Libreville
Gabonese Republic

Telex: 5409 GO  Facsimile: (241) 77 35 90

5.03. The Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telex: 248423(MCI) or 64145(MCI)  Facsimile: 1-202-477-6391
AGREED at Washington D.C., United States of America, as of the day and year first above written.

GABONESE REPUBLIC

By

Authorized Representative

Name: IMNOKAVU

Title: MINISTER

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Elizabeth Heyborne

Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to strengthen the statistical capacity of the Borrower, fill key data gaps, improve statistical production, and enhance statistical dissemination practices.

The Project consists of the following parts:

Part A. Improve Data Collection, Statistical Production and Dissemination

1. (a) Strengthening the capacity of the relevant government unit responsible for the National Accounts to: (i) eliminate the backlog in producing National Accounts estimates; (ii) update the production and dissemination cycle of National Accounts statistics; (iii) develop the capacity to produce quarterly National Accounts estimates; (iv) develop an action plan for compliance with systems of standards for National Accounts; (v) undertake a census of establishments and economic activities; (vi) change the base years of the National Accounts incorporating new source data; and (vii) develop a new macroeconomic projection model.

(b) Carrying out a program of activities to strengthen price statistics, through: (i) updating the CPI base year based on EGEP II; (ii) enhancing operations for monthly price data collection by refining the list of products and services and expanding the geographical market coverage; and (iii) conducting a feasibility study on the shift to computer assisted personal interviews for market price data collection.

(c) Producing and disseminating macroeconomic statistics, indicators and annual statistical publications; and provision of technical assistance to design a data collection approach for the production of regular labor force indicators.

2. (a) Carrying out data collection, processing, and analysis for EGEP II; (b) designing the survey and carrying out data collection, processing, and analysis for EGEP III; (c) conducting poverty analysis workshops; (d) developing and producing reports on poverty profile; (e) carrying out a demographic and health survey; and (f) provision of technical assistance to: (i) produce a thematic socioeconomic atlas; (ii) generate a small-area poverty map based on EGEP II; and (iii) develop the technical documentation for a new population census.

3. (a) Designing, implementing, and analyzing an agricultural census and at least three (3) annual agricultural production surveys; and (b) producing and publishing reports on annual agricultural production surveys.
4. Carrying out a program of activities to improve data access and dissemination, through: (a) redesigning government national statistical system websites in line with open data principles; (b) formulating and adopting data dissemination and microdata access policies; (c) provision of technical assistance and training to roll out an accelerated data program initiative and provide free online access to anonymized census and household survey microdata; (d) establishing a small-scale printing and publishing unit at the NSA; and (e) producing quarterly and annual statistical bulletins.

**Part B. Build Technical Capacity and Modernize Infrastructure**

1. (a) Implementing a training and skill enhancement program for relevant government employees; and (b) carrying out a scholarship program aimed at increasing the proportion of professional staff with specialization in statistics ("Scholarship Program") through the provision of Scholarship Grants to eligible Beneficiaries.

2. (a) Renovating and refurbishing a building to serve as the NSA headquarters; (b) provision of goods and equipment required for the NSA's data collection, processing, analysis, storage and dissemination; and (c) establishing a modern and functional data center for information technology system management, data dissemination and archiving, and tablet-based data collection.

**Part C. National Statistical System Institutional Reform and Project Management Capacity Building**

1. Carrying out a program of activities to support the implementation of the national statistical system institutional reform, through: (a) designing a national strategy for the development of statistics; (b) carrying out statistical coordination activities through the NCSI; and (c) provision of technical assistance to: (i) develop, implement, and monitor the NSA’s annual business plans; (ii) implement institutional reforms and change process; and (iii) develop a results-based management system for the NSA.

2. Support to the Borrower in the areas of Project coordination, supervision, financial management, procurement, monitoring and evaluation, communication, audits, environmental and social safeguards management, and preparation of related surveys, including through the provision of Training, Operating Costs, goods and services for the required purpose.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Steering Committee

The Borrower shall establish, and thereafter maintain, throughout the implementation of the Project, a steering committee ("Project Steering Committee"), with a composition, mandate and resources satisfactory to the Bank, comprised of representatives of key ministries and agencies, to be responsible for providing overall guidance and strategic support to the Project, including, inter alia, endorsing the proposed Annual Work Plans for the Project.

2. Project Implementation Unit

In order to ensure proper and efficient implementation of the Project, the Borrower shall maintain, at all times during Project implementation, the CN-TIPPEE, with a mandate, staffing and other resources satisfactory to the Bank, to be the implementation unit for the Project ("Project Implementation Unit" or "PIU"). To this end, the Project Implementation Unit shall be: (a) comprised of qualified and competent staff in adequate numbers, including a Project coordinator, procurement specialist, financial management specialist, accountant, and monitoring and evaluation specialist; and (b) responsible for day to day Project coordination and implementation, including: (i) carrying out Project financial management and procurement activities; (ii) preparing Annual Work Plans; (iii) ensuring compliance with the ESMP for implementation of Part B.2(a) of the Project; and (iv) monitoring and evaluating Project activities and preparing Project progress reports and monitoring and evaluation reports.

3. National Statistical Agency

The Borrower shall, not later than twenty-four (24) months after the Effective Date, ensure that the NSA has operational capacity, including staffing and other resources satisfactory to the Bank, to effectively perform its mandate and assist the PIU in the technical aspects of Project implementation.

4. General Directorate of Statistics

In order to ensure proper and efficient technical implementation of the Project, the Borrower shall ensure that the DGS within the ministry responsible for economy is maintained, with a mandate, staffing and other resources satisfactory to the
Bank, to be responsible for assisting the PIU in the technical aspects of Project implementation until the NSA is operational in accordance with Section I.A.3 of Schedule 2 to this Agreement.

B. Project Operational Manual

1. Prior to the Effective Date, the Borrower shall prepare, in accordance with terms of reference acceptable to the Bank, and furnish to the Bank a proposed operational manual for the Project, containing detailed: (a) implementation arrangements for the Project; (b) administrative; (c) procurement; (d) environmental and social safeguards; (e) financial management and accounting, including any required accounting software updates; (f) monitoring and evaluation procedures and arrangements for the Project; (g) eligibility criteria, terms and conditions, and procedures for preparation, approval, and monitoring and evaluation of Scholarship Grants to be provided under the Scholarship Program referred to in Part B.1(b) of the Project; (h) grievance mechanism for the Project; and (i) such technical, administrative, fiduciary or coordination arrangements as may be necessary to ensure effective Project implementation.

2. Prior to the Effective Date, the Borrower shall: (a) furnish such manual to the Bank for review and approval; (b) afford the Bank a reasonable opportunity to exchange views with the Borrower on said manual; and (c) thereafter adopt said manual as shall have been approved by the Bank ("Project Operational Manual" and "POM").

3. The Borrower shall carry out the Project in accordance with the Project Operational Manual; and shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned manual, or any provision thereof, without the prior written agreement of the Bank.

4. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Operational Manual and those of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plan

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

2. The Borrower shall: (a) afford the Bank a reasonable opportunity to exchange views with the Borrower on such proposed work plan; and, thereafter; (b) carry out such work plan during the period covered by said plan, according to such budget, both as shall have been approved by the Bank ("Annual Work Plan").
3. Only such activities as shall have been included in the Annual Work Plan shall be eligible for inclusion in the Project and for financing out of the proceeds of the Loan.

D. Anti-Corruption

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

E. Safeguards

1. The Borrower shall ensure that Part B.2 (a) of the Project is carried out in accordance with the Environmental and Social Management Plan ("ESMP").

2. The Borrower shall:

   (a) prior to commencement of bidding for civil works for Part B.2 (a) of the Project: (i) prepare, in accordance with the ESMP Terms of Reference and process acceptable to the Bank, the ESMP required for Part B.2 (a) of the Project, in form and substance satisfactory to the Bank; (ii) furnish said ESMP to the Bank for its review and approval; and (iii) adopt and disclose the ESMP in the Borrower’s territory; and

   (b) thereafter, implement Part B.2 (a) of the Project in accordance with such ESMP.

3. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall regularly collect, compile and furnish to the Bank reports, in form and substance satisfactory to the Bank, on the status of compliance with the ESMP, as part of the Project Reports, giving details of:

   (a) measures taken in furtherance of the ESMP;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMP; and

   (c) remedial measures taken or required to be taken to address such conditions.

4. The Borrower shall afford the Bank a reasonable opportunity to review the reports prepared under paragraph 3 of this Part E, and thereafter shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the Bank so as to ensure the proper implementation of Part B.2 (a) of the Project in accordance with the ESMP.
F. Scholarship Program

1. The Borrower shall provide Scholarship Grants to selected Beneficiaries to finance all or a portion of the costs of participation in the Scholarship Program under Part B.1(b) of the Project, in a manner acceptable to the Bank, and in accordance with the eligibility criteria and procedures and on terms and conditions as further detailed in the POM.

2. The Borrower shall ensure that the Scholarship Grants are carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of the Scholarship Grants proceeds other than the Borrower.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the Bank 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 Borrower shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Borrower shall prepare and furnish to the Bank 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 Bank.

3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower, 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 furnished to the Bank not later than six (6) months after the end of such period.
4. The Borrower shall recruit, not later than two (2) months after the Effective Date, an accountant to support the Project financial management activities, in accordance with the provisions of Section III of Schedule 2 to this Agreement and pursuant to terms of reference satisfactory to the Bank.

5. The Borrower shall upgrade, not later than two (2) months after the Effective Date, the PIU’s existing accounting software acceptable to the Bank, for the Project.

6. The Borrower shall recruit, not later than five (5) months after the Effective Date, the external auditor referred to in Section 5.09(b) of the General Conditions, in accordance with the provisions of Section III of Schedule 2 to this Agreement and pursuant to terms of reference satisfactory to the Bank.

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 Loan 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 Loan 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 Bank 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 provisions of paragraph
3 of this Section III.B; (c) Shopping; (d) Direct Contracting; and (e) Procurement from UN Agency.

3. Additional Provisions for National Competitive Bidding

(a) In accordance with paragraph 1.16 (e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the financing will provide that: (i) the bidders, suppliers, contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers will permit the World Bank as the supervising entity, at its request, to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and will have the said accounts and records audited by auditors appointed by the World Bank/supervising entity; and (ii) the deliberate and material violation of such provision may amount to an obstructive practice as defined in paragraph 1.16 (a)(v) of the Procurement Guidelines.

(b) Invitations to bid will be advertised in national newspapers with wide circulation.

(c) The bid evaluation, qualification of bidders, and contract award criteria will be clearly indicated in the bidding documents.

(d) Bidders will be given adequate response time (at least four weeks) to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later.

(e) Eligible bidders, including foreign bidders, will be allowed to participate. No domestic or Economic and Monetary Community of Central Africa (Communauté Economique et Monétaire des Etats de l'Afrique Centrale) regional preference may be given to domestic or regional contractors or to domestically or regionally manufactured goods. Association with a national or regional firm will not be a condition for participation in a bidding process.

(f) Bids are awarded to the substantially responsive and the lowest evaluated bidder, proven that the bidder is qualified. No scoring system will be allowed for the evaluation of bids, and no 'blanket' limitation to the number of lots that may be awarded to a bidder will apply.

(g) Qualification criteria will only concern the bidder’s capability and resources to perform the contract, taking into account objective and measurable factors.
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) Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the Bank of Procurement Decisions

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

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Bank 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 Loan (“Category”), the allocation of the amounts of the Loan 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 Loan Allocated (expressed in EUR)</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,</td>
<td>41,485,750</td>
<td>100%</td>
</tr>
<tr>
<td>Training, and Operating Costs for the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Scholarship Grants under Part B.1(b) of the Project</td>
<td>700,000</td>
<td>100% of amounts disbursed, payable under the respective Scholarship Grant</td>
</tr>
<tr>
<td>(3) Refund of the Preparation Advance</td>
<td>3,400,000</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>114,250</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(5) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 2.08(c) of this Agreement</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>45,700,000</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 from the Loan Account (other than to repay the Preparation Advance) for payments made prior to the date of this Agreement.

2. The Closing Date is December 31, 2021.
SCHEDULE 3
Amortization Schedule

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date ("Installment Share"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

| Principal Payment Date | Installment Share  
|------------------------|----------------------
| On each March 15 and September 15, through March 15, 2036  
Beginning March 15, 2022  
| 3.33% |
| On September 15, 2036  
| 3.43% |

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.

(b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3. (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (a) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (b) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.
APPENDIX

Section I. Definitions

1. "Annual Work Plan" means each annual work plan, together with the related budget for the Project, approved by the Bank pursuant to the provision of Section I.C.2 of Schedule 2 to this Agreement.


3. "Beneficiary" means a natural person eligible to receive a Scholarship Grant in accordance with the provisions of Section I.F of Schedule 2 to this Agreement, under the Scholarship Program as further detailed in the POM; and "Beneficiaries" means more than one such Beneficiary.

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

5. "CN-TIPPEE" means the Borrower’s National Commission – Labor Intensive Small-Scale Public Infrastructure Works ("Commission Nationale – Travaux d’Intérêt Public pour la Promotion de l’Entreprenariat et de l’Emploi"), established and operating pursuant to the Borrower’s Ministerial Decision (Arrêté) No. 00007/PRIMPPD dated January 4, 2006, as the same may be amended from time to time, and responsible for carrying out projects which are in the public interest on behalf of all stakeholders (the government, regional and local administrations, non-governmental organizations or donors) with a view to implement best practices and sound governance.


7. "CPI" means consumer price index.

8. "DGS" means "Direction Générale de la Statistique", the Borrower’s general directorate of statistics within the ministry responsible for economy, or any successor thereto.

10. "EGEP II" means the EGEP to be carried out in calendar year 2017, referred to in Part A.2(a) of the Project.

11. "EGEP III" means the EGEP to be carried out in calendar year 2020, referred to in Part A.2(b) of the Project.

12. "Environmental and Social Management Plan" and "ESMP" each means a plan to be prepared by the Borrower for Part B.2 (a) of the Project, in accordance with the ESMP Terms of Reference and process acceptable to the Bank, proposing appropriate mitigation, monitoring and institutional measures designed to mitigate potential environmental and social impacts, offset them, reduce them to acceptable levels or enhance positive impacts, as the same may be amended from time to time with the prior written agreement of the Bank, and such term includes any schedules or annexes to the plan.

13. "ESMP Terms of Reference" means the terms of reference for consultancy, referred to in Section I.E.2 (a) of Schedule 2 to this Agreement, covering the preparation of the ESMP.


15. "National Accounts" means a coherent, consistent and integrated set of macroeconomic accounts, balance sheets and tables based on a set of internationally agreed concepts, definitions, classifications and accounting rules.

16. "NCSI" means “Commission Nationale de l’Information Statistique”, the Borrower’s commission responsible for coordination of national statistical information, referred to in Part C.1(b) of the Project.

17. "NSA" means “Agence Nationale de la Statistique, des Etudes Démographiques, Économiques et Sociales”, the Borrower’s autonomous national statistical agency established pursuant to the Borrower’s Decree (Décret) n°0575/PR/MDDEPIP dated November 24, 2015, as the same may be amended from time to time, and responsible for coordinating the national statistical system, conducting decennial population census and major nationally representative surveys, and collecting, producing, disseminating, and archiving official economic, demographic, and social statistics.

18. "Operating Costs" means the incremental operating expenses, approved by the Bank under each Annual Work Plan, on account of the Project, including utilities and offices supplies, vehicle operation, maintenance and insurance, building and equipment maintenance costs, travel and supervision costs, and per diem, but
excluding the salaries of officials and public servants of the Borrower's civil
service.

19. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the
General Conditions, granted by the Bank to the Borrower pursuant to the letter
agreement signed on behalf of the Bank on July 7, 2016, and on behalf of the
Borrower on July 8, 2016.

and Non-consulting Services under IBRD Loans and IDA Credits and Grants by

21. "Procurement Plan" means the Borrower's procurement plan for the Project, dated
November 22, 2016 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.

22. "Project Operational Manual" and "POM" each means the manual for the Project
to be prepared and adopted in accordance with the provisions of Section I.B of
Schedule 2 to this Agreement.

23. "Project Implementation Unit" and "PIU" each means the unit to be established
under the Project in accordance with Section I.A.2 of Schedule 2 to this
Agreement.

24. "Project Steering Committee" means the steering committee to be established
under the Project in accordance with Section I.A.1 of Schedule 2 to this
Agreement.

25. "Scholarship Grant" means a non-reimbursable grant, in an amount acceptable to
the Bank, to an eligible Beneficiary under Part B.1(b) of the Project, covering
tuition fee in a regional statistical school and stipends, made or to be made in
accordance with the provisions of the POM; and "Scholarship Grants" means more
than one such Scholarship Grant.

26. "Scholarship Program" means a program aimed at increasing the proportion of
professional staff with specialization in statistics, referred to in Part B.1(b) of the
Project, as further detailed in the POM.

27. "Training" means the training of persons involved in Project-supported activities,
such term including seminars, workshops, and study tours, and costs associated
with such activity including travel and subsistence costs for training participants,
costs associated with securing the services of trainers, rental of training facilities,
preparation and reproduction of training materials, and other costs directly related
to training preparation and implementation.
Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. In the Table of Contents, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.

2. Section 3.01. *(Front-end Fee)* is modified to read as follows:

   "Section 3.01. *Front-end Fee; Commitment Charge*
   
   (a) The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the "Front-end Fee").
   
   (b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement (the "Commitment Charge"). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date."

3. In the Appendix, Definitions, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth in paragraph 2 above.

4. The Appendix is modified by inserting a new paragraph 19 with the following definition of "Commitment Charge", and renumbering the subsequent paragraphs accordingly:

   "19. "Commitment Charge" means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b)."

5. In the renumbered paragraph 49 (originally paragraph 48) of the Appendix, the definition of "Front-end Fee" is modified by replacing the reference to Section 3.01 with Section 3.01 (a).

6. In the renumbered paragraph 68 (originally paragraph 67) of the Appendix, the definition of the term "Loan Payment" is modified to read as follows:

   "68. "Loan Payment" means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any"
prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower.”

7. In the renumbered paragraph 73 (originally paragraph 72) of the Appendix, the definition of “Payment Date” is modified by deleting the word “is” and inserting the words “and Commitment Charge are” after the word “interest”. 