Financing Agreement

(Emergency Development Policy Financing)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 11, 2017
FINANCING AGREEMENT

AGREEMENT dated July 11th, 2017, entered into between the REPUBLIC OF THE GAMBIA ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, inter alia, of: (i) the actions which the Recipient has already taken under the Program and which are described in Section I.A of Schedule 1 to this Agreement; and (ii) the Recipient’s maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 grant and a credit (collectively, “Financing”) in the following amounts:

(a) an amount equivalent to eighteen million three hundred thousand Special Drawing Rights (SDR 18,300,000) ("Grant"); and

(b) an amount equivalent to twenty-two million three hundred thousand Special Drawing Rights (SDR 22,300,000) ("Credit").

2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule 1 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 1 and September 1 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.

2.07. The Payment Currency is Dollar.

2.08. Without limitation upon the provisions of Section 4.08 of the General Conditions (renumbered as such pursuant to paragraph 3 of Section II of the Appendix to this Agreement and relating to Cooperation and Consultation), the Recipient shall promptly furnish to the Association such information relating to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 4.08 of the General Conditions:

(a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient’s macroeconomic policy framework and the progress achieved in carrying out the Program;

(b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and

(c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program, including any action specified in Section 1 of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following:

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

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Condition of Effectiveness consists of the following:
(a) The Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient’s macroeconomic policy framework.

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

5.03. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its minister responsible for finance.

6.02. The Recipient’s Address is:

Ministry of Finance and Economic Affairs
The Quadrangle,
Banjul, The Gambia

Telephone: +220 4227221/ 4227529 Facsimile: +2204227954 Email: info@mofea.gov.gm

6.03. The Association’s Address is:

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

Telex: 248423(MCI) Facsimile: 1-202-477-6391
AGREED at Banjul, The Gambia, as of the day and year first above written.

REPUBLIC OF THE GAMBIA

By:

[Signature]
Authorized Representative

Name: Amadou Sannneh
Title: Minister of Finance and Economic Affairs

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

[Signature]
Authorized Representative

Name: Louise Cole
Title: Country Director
SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

A. Actions Taken Under the Program. The actions taken by the Recipient under the Program include the following:

1. In accordance with paragraph 17 of the Letter of Development Policy, the Recipient, acting through its Cabinet, has approved and, acting through its Ministry of Finance and Economic Affairs (MoFEA), submitted to its Parliament a revised 2017 budget consistent with fiscal stabilization objectives and revised revenue forecasts set forth in the Letter of Development Policy, while maintaining health and education appropriations at the same levels as in the original 2017 budget or above.

2. In accordance with paragraph 21 of the Letter of Development Policy, the Recipient, acting through the Office of the President, has initiated a nationwide staff/payroll verification and audit by the Personnel Management Office (PMO) and the Auditor General for the entire Civil Service and Security Forces, for the purpose of eliminating "ghost workers" and improving payroll integrity.

3. In accordance with paragraphs 25 and 32 of the Letter of Development Policy, the Recipient, acting through MoFEA, has initiated Special Purpose Audits of the following SOEs: National Water and Electricity Company (NAWEC), the Gambia National Petroleum Company (GNPC), the Gambia Telecommunications Company (GAMTEL) and its subsidiary Gambia Telecommunications Cellular Company (GAMCEL), the Social Security and Housing Finance Corporation (SSHFC), and the Gambia Ports Authority (GPA), as evidence by the short list report on expressions of interest dated May 9, 2017.

4. In accordance with paragraph 32 of the Letter of Development Policy, the Recipient, acting through MoFEA has published on its public website the most recent audited financial statements for all thirteen SOEs.

5. (a) In accordance with paragraph 29 of the Letter of Development Policy, the Recipient, acting through the MoFEA has issued a Circular dated May 3, 2017 stating that:

(i) MoFEA will not approve any more guarantees and letters of comfort to beneficiary agencies, including SOEs, unless the preconditions established under the 2014 Public Finance Act are fully met;
(ii) MoFEA will not contract any credit or loan on behalf of SOEs unless a report is produced by its Loans and Debt Department confirming that the loan is on concessional terms and does not jeopardize external and public debt sustainability; and

(iii) MoFEA, through its Loans and Debt Department and its "Public-Private Partnership (PPP) Department, will create and regularly update a database of all government guarantees and letters of comfort for the benefit of SOEs, and make details of all guarantees and letters of comfort public on the MoFEA website on a quarterly basis.

(b) In accordance with paragraph 29 of the Letter of Development Policy, the Recipient, acting through MoFEA, has completed an inventory of ongoing guarantees and letters of comfort issued to SOEs and other agencies.

6. In accordance with paragraph 30(b) of the Letter of Development Policy, the Recipient: (a) acting through MoFEA, has issued Public Notice MF/C16A PART II (6), dated March 7, 2017, on the Liberalization of HFO Fuel Supply, removing thereby the requirement that NAWEC procure heavy fuel oil (HFO) from a specific supplier; and (b) acting through NAWEC, has issued Resolution Ref. NAWEC/BOARD/EXTERNAL/VOL. 2 (5/2017), dated May 3, 2017, mandating as NAWEC policy international competitive bidding for all procurement of HFO for NAWEC’s generation of electricity.

7. In accordance with paragraph 30(d) of the Letter of Development Policy, the Recipient, acting through the Office of the President, has issued Circular OP 262/138/01 (EC), dated March 22, 2017, transferring purview of GAMTEL (and thereby also its mobile subsidiary GAMCEL) to the Ministry of Information and Communication Infrastructure.

8. In accordance with paragraph 34 of the Letter of Development Policy, the Recipient, acting through its Ministry of Health and Social Welfare (MoHSW), has issued Circular FIN 515/310/01/Temp (113-MD) dated April 24, 2017, mandating the use of an international competitive bidding framework for all procurement of drugs using government funds, and issued the technical specifications necessary to implement the framework and minimize disruptions in the supply of drugs to health facilities, including: (a) the list of essential medicines and quantities to be procured; and (b) a list of accredited local suppliers for emergency procurement by health facilities.
Section II. Availability of Financing Proceeds

A. General. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.

B. Allocation of Financing Amounts. The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing. The allocation of the amounts of the Financing to this end is set out in the table below:

<table>
<thead>
<tr>
<th>Allocations</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Single Withdrawal Tranche</td>
<td>18,300,000</td>
<td>22,300,000</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>18,300,000</td>
<td>22,300,000</td>
</tr>
</tbody>
</table>

C. Withdrawal Tranche Release Conditions

No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the adequacy of the Recipient’s macroeconomic policy framework.

D. Deposits of Financing Amounts. Except as the Association may otherwise agree:

1. all withdrawals from the Financing Account shall be deposited by the Association into an account designated by the Recipient and acceptable to the Association; and

2. the Recipient shall ensure that upon each deposit of an amount of the Financing into this account, an equivalent amount is accounted for in the Recipient’s budget management system, in a manner acceptable to the Association.

E. Excluded Expenditures. The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.

F. Closing Date. The Closing Date is December 31, 2017.
SCHEDULE 2
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 March 1 and September 1, commencing September 1, 2023 to and including March 1 2055.</td>
<td>1.5625%</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. "Civil Service" means the public service (as defined in Section 2 of the Public Service Act, 1991 of the Recipient) within the ministries and line departments of the Recipient.

3. "Excluded Expenditure" means any expenditure:
   (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another credit, grant or loan;
   (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev. 3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev. 3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

<table>
<thead>
<tr>
<th>Group</th>
<th>Sub-group</th>
<th>Description of Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>112</td>
<td></td>
<td>Alcoholic beverages</td>
</tr>
<tr>
<td>121</td>
<td></td>
<td>Tobacco, unmanufactured, tobacco refuse</td>
</tr>
<tr>
<td>122</td>
<td></td>
<td>Tobacco, manufactured (whether or not containing tobacco substitutes)</td>
</tr>
<tr>
<td>525</td>
<td></td>
<td>Radioactive and associated materials</td>
</tr>
<tr>
<td>667</td>
<td></td>
<td>Pearls, precious and semiprecious stones, unworked or worked</td>
</tr>
<tr>
<td>718</td>
<td>718.7</td>
<td>Nuclear reactors, and parts thereof, fuel elements (cartridges).</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>728</td>
<td>Tobacco processing machinery</td>
<td></td>
</tr>
<tr>
<td>897</td>
<td>Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths’ or silversmiths’ wares (including set gems)</td>
<td></td>
</tr>
<tr>
<td>971</td>
<td>Gold, non-monetary (excluding gold ores and concentrates)</td>
<td></td>
</tr>
</tbody>
</table>

(c) for goods intended for a military or paramilitary purpose or for luxury consumption;

(d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party);

(e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and

(f) with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to address such practices when they occur.

4. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010 with the modifications set forth in Section II of this Appendix.

5. “Letter of Development Policy” means the letter dated June 2, 2017, from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.
6. “Program” means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the Letter of Development Policy.

7. “Security Forces” means the Gambia Armed Forces, the Gambia Police, the Gambia Immigration Service, the Gambia Prison Service, the State Intelligence Services, the Fire and Rescue Service, and the National Drug and Law Enforcement Agency.

8. “State Owned Enterprise” or “SOE” means any body corporate or other body or institution, wholly owned or controlled by the Government for purposes of Chapter XI, Part 3 of the Constitution of the Recipient.

9. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule I to this Agreement.

10. “Special Purpose Audit” means an audit, conducted by independent auditors acceptable to the Association, with specified terms of reference agreed to by the Association including (but not limited to) establishing the financial position of the audited entity; identifying and quantifying diverted or misused funds; identifying and assessing weaknesses in financial control systems and providing recommendations for improving such systems and the overall control framework; and assessing corporate governance and institutional oversight arrangements and making recommendations for improvements in such arrangements.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.

2. Sections 2.04 (Designated Accounts) and 2.05 (Eligible Expenditures) are deleted in their entirety, and the subsequent Sections in Article II are renumbered accordingly.

3. Sections 4.01 (Project Execution Generally) and 4.09 (Financial Management; Financial Statements; Audits) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.

4. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 2 above and relating to Use of Goods, Works and Services) is deleted in its entirety.

5. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 2 above) is modified to read as follows:
“Section 4.06. Plans; Documents; Records

... (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association’s representatives to examine such records.”

6. Paragraph (c) of Section 4.07 (renumbered as such pursuant to paragraph 2 above) is modified to read as follows:

“Section 4.07. Program Monitoring and Evaluation

... (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing.”

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

(a) The definition of the term “Eligible Expenditure” is modified to read as follows:

“‘Eligible Expenditure’ means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement.”

(b) The term “Financial Statements” and its definition as set forth in the Appendix are deleted in their entirety.

(f) The term “Project” is modified to read “Program” and its definition is modified to read as follows:

8. “Program” means the program referred to in the Financing Agreement in support of which the Financing is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.

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