Financing Agreement
(Côte d’Ivoire Land Policy Improvement and Implementation Project)

between

REPUBLIC OF COTE D’IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
AGREEMENT dated as of the Signature Date between REPUBLIC OF COTE D'IVOIRE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). 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) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient a credit, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement, in the amount equivalent to forty-one million eight hundred thousand Euros ($41,800,000) (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 III of Schedule 2 to this Agreement.

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

2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.

2.05. The Interest Charge is the greater of: (a) the sum of one and a quarter percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum.

2.06. The Payment Dates are June 15 and December 15 in each year.

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

2.08. 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 cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and the Project Agreement.

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 — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely that the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

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

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) the Subsidiary Agreement (i) has been executed on behalf of the Recipient and the Project Implementing Entity and (ii) has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms;

(b) the Recipient has ensured that the Project Implementing Entity has mandates, resources and has recruited the following staff: (i) a financial manager, (ii) an information technology and geographical information systems manager, (iii) a field operations manager and (iv) a communications and training manager; and

(c) the Recipient has adopted a Project Implementation Manual with the requirements described in Section I.C of Schedule 2.

5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
5.03. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Minister in charge of economy and finance.

6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

Ministry of Economy and Finance
Avenue Marchand Rue Lecoeur
Immeuble SCIAM
BP V 163 Abidjan
Cote d’Ivoire; and

(b) the Recipient’s Electronic Address is:

Facsimile: 225 20 30 25 28
E-mail: c.infomef@finances.gov.ci

6.03. For purposes of Section 11.01 of the General Conditions: (a) The Association’s address is:

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

(b) the Association’s Electronic Address is:

Facsimile: 1-202-477-6391
E-mail: bureaududirecteur@worldbank.org
AGREED as of the Signature Date.

REPUBLIC OF COTE D'IVOIRE

By

Authorized Representative

Name: Adama Koné
Title: Minister of Finance
Date: April 21, 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Makhtar Diop
Title: Vice President
Date: April 21, 2018
SCHEDULE 1

Project Description

The objectives of the Project are (i) to build the capacities and institutions necessary to support the implementation of the National Rural Land Tenure Security Program and (ii) to register customary land rights in selected rural areas.

The Project consists of the following parts:

Part 1. Strengthening rural land institutions

1. Support to institutions in charge of land policy

   Assistance, small-scale infrastructure and equipment to build the capacity of the national and local institutions charged with overseeing the implementation of the Land Policy by: (i) providing technical assistance to DFR to support the necessary legal and regulatory reforms, including to facilitate a more cost-effective systematic registration system and to clarify the rights conferred by group and individual land certificates and land use contracts and to ensure the sporadic and systematic registration procedures are compatible and feed a single, comprehensive rural land information system; (ii) providing technical assistance, Training, and Operating Costs to the prefects and sub-prefects to facilitate their role in rural land administration; (iii) renovating a small office and providing basic equipment, such as paper record books, to pilot the establishment of village secretariats; (iv) establishing a land observatory to conduct research on the implementation of the Land Policy; and (vi) building the capacity of civil society organizations involved in the sector to conduct independent monitoring and contribute to the Project’s grievance redress mechanism and public dialogue on the Land Policy.

2. Support to AFOR

   Recruitment of qualified staff for AFOR’s national office and regional and departmental offices; renovation of existing buildings for AFOR’s regional and departmental offices and procurement of furniture and office equipment; development of a strategic implementation plan for the National Rural Land Tenure Security Program; and technical assistance to build AFOR’s capacity to facilitate its functioning.
3. Modernization of the land information system

Support the development of a modern web-based land information system to record the boundaries and land ownership and use rights of parcels within the National Rural Land Domain.

4. Support to establish a national geodetic infrastructure

Support (i) the installation of continuously operating reference stations, associated infrastructure, and equipment to establish the geodetic infrastructure needed for an accurate and economically feasible global navigation satellite surveying system; and (ii) provide technical assistance to support the CIGN (Centre d’Information Géographique et du Numérique) of the BNETD (Bureau National d’Etudes Techniques et de Developpement).

Part 2. Support the implementation of a National Rural Land Tenure Security Program

1. Clarification of existing rights and support to CVGFRs

Prepare the foundation for the registration process by (i) identifying local land tenure systems and issues that may affect land registration; (ii) ensuring that all landholders, including women and migrants, are aware of their rights and can participate in the subsequent steps in the land registration process on an informed basis; (iii) establishing and/or strengthening village level institutions (CVGFRs); (iv) training local para-surveyors and archivists; and (v) organizing activities promoting women’s land rights as part of a gender-sensitive agenda.

2. Village boundaries demarcation

Support a simplified and more comprehensive approach to village boundary demarcation by adopting a participatory approach by (i) providing Training on mediation and dialogue and support alternative dispute resolution mechanisms among concerned village members and local stakeholders; (ii) sketching the village boundaries on high resolution satellite imagery; and (iii) documenting land access agreements with non-village members such as neighboring villagers or pastoral herders to access a shared resource.

3. Certification of collective and individual land rights

Implementation of a low-cost, participatory, and systematic rural land certification process that includes the incorporation of parcel boundaries and land ownership and user rights into a digital land information system and the establishment of paper-based land registry books at the department and village level. Provide Training and support for alternative dispute resolution for concerned village members and local stakeholders; additional dialogues on women’s rights among community members in villages targeted by the impact evaluation; and financial
incentives for property to be registered to legitimate female landholders by offering a preferential subsidy or payment for a land certificate that includes a female owner in villages targeted by the impact evaluation.

4. Formalization of land use agreements

Register existing written land sharing agreements in the paper-based village and department-level land registries and in the digital land information system and provide mediation services to help land owners and land users resolve differences in understanding of the terms and nature of their existing agreements; and support the land owners and the land users to clarify and record the key terms of their agreements.

Part 3. Training for land tenure professionals

1. Graduate Training for rural land tenure engineers

Support the *Ecole Supérieure d’Agronomie* (the Graduate School of Agronomy) of the *Institut National Polytechnique Houphouet Boigny* (the National Polytechnic Institute of Yamoussoukro) to develop a multidisciplinary rural land tenure master’s degree program that will prepare between twenty-five (25) to fifty (50) graduates annually to contribute to rural land registration and administration, including by providing technical and office equipment, educational materials, study tours, and contribution to tuition and teaching costs.

2. Vocational Training for rural land technicians

Support the *Institut National de Formation Professionnelle Agricole* (the National Institute Of Agricultural Vocational Training) to develop a one-year multidisciplinary rural land tenure diploma program that will prepare fifty (50) to seventy (70) graduates annually to serve as field technicians for land registration operations, including by providing technical equipment, minor rehabilitation of buildings, technical assistance in curriculum design, study tours, and limited support for recurrent costs.

3. Continuing education for land sector professionals

Support a variety of short-term, non-degree learning opportunities for land sector professionals, such as civil society organizations’ representatives and magistrates, in partnership with educational institutions by providing assistance in the development of curricula, procurement of equipment, and costs for hosting Training courses.

Part 4. Program coordination, monitoring and knowledge management
Support the Project Implementing Entity’s costs for the management of the Project, including fiduciary management, procurement, monitoring and mitigation measures related to safeguards, communication, knowledge generation and management, monitoring and evaluation, and coordination across Project partners.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Recipient shall carry out the Project (including the procurement and financial management aspects) through the Project Implementing Entity in accordance with the procedures and arrangements set forth in this Agreement and the Project Implementation Manual.

2. The Project Implementing Entity’s supervision council (conseil de surveillance), which consists of representatives of all the Recipient’s institutions with authorities related to rural land, shall be the Project’s steering committee (“Steering Committee”) and provide overall strategic guidance and coordination with all relevant government institutions.

3. The Recipient shall ensure: (i) the recruitment of a senior accountant, an audit and internal control manager, a procurement specialist and a social and environmental specialist no later than three (3) months after the Effective Date; (ii) the establishment of a procurement complaint handling mechanism acceptable to the Association no later than three (3) months after the Effective Date; (iii) the configuration of an accounting software no later than five (5) months after the Effective Date; (iv) the execution of a contract with the IGF to manage the internal audit function of the Project no later than five (5) months after the Effective Date; and (v) the appointment of an external auditor no later than five (5) months after the Effective Date.

B. Subsidiary Agreement.

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity on a grant basis under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association (“Subsidiary Agreement”).

2. The Recipient shall exercise its rights under the Subsidiary 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 the Subsidiary Agreement or any of its provisions.
C. Project Implementation Manual

1. The Recipient shall ensure that the Project Implementing Entity:

(a) prepares under terms of reference acceptable to the Association, and furnish to the Recipient and the Association, an implementation manual for the Project containing detailed arrangements and procedures for:

(i) institutional coordination and day-to-day execution of the Project;

(ii) Project budgeting, disbursement and financial management;

(iii) procurement;

(iv) monitoring, evaluation, reporting and communication;

(v) safeguards monitoring and mitigation; and

(vi) such other arrangements and procedures as shall be required for the Project;

(b) affords the Recipient and the Association a reasonable opportunity to exchange views with the Project Implementing Entity; and

(c) thereafter adopts such Project implementation manual as shall have been approved by the Association ("Project Implementation Manual").

2. In case of any conflict between the Project Implementation Manual and the provisions of the Legal Agreements, the provisions of the Legal Agreements shall prevail.

3. Except as the Association shall otherwise agree in writing, the Recipient shall ensure that the Project Implementing Entity does not amend, abrogate or waive any provision of the Project Implementation Manual.

D. Field Operations Manual

1. No later than six (6) months after the Effective Date, the Recipient shall ensure that the Project Implementing Entity:

(a) prepares, under terms of reference acceptable to the Association, and furnishes to the Recipient and the Association a field operations manual for the Project containing detailed activities, procedures, responsibilities, budgeting (costs and fees, if any), and sequencing (temporal and spatial) for the implementation of the National Rural Land Tenure Security
Program in the areas to be financed by the Association under Part 2 of the Project ("Field Operations Manual");

(b) affords the Recipient and the Association a reasonable opportunity to exchange views with the Project Implementing Entity regarding the Field Operations Manual; and

(c) thereafter adopts such Field Operations Manual as shall have been approved by the Association.

2. In case of any conflict between the Field Operations Manual and the provisions of the Legal Agreements, the provisions of the Legal Agreements shall prevail.

3. Except as the Association shall otherwise agree in writing, the Recipient shall ensure that the Project Implementing Entity (i) carries out the activities under Part 2 of the Project in accordance with the Field Operations Manual and (ii) does not amend, abrogate or waive any provision of the Field Operations Manual.

E. Anti-Corruption.

Without limitation on the provisions of Part A of this Section, the Recipient shall carry out the Project, or cause the Project to be carried out, in accordance with the provisions of the Anti-Corruption Guidelines.

F. Annual Work Plan and Budget

1. The Recipient shall, not later than November 30 of each year of Project implementation, prepare and furnish to the Association, an annual work plan and budget ("Annual Work Plan and Budget") containing all activities proposed to be included in the Project and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing.

2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on such proposed Annual Work Plan and Budget and thereafter ensure that the Project is implemented in accordance with such Annual Work Plan and Budget as shall have been approved by the Association.

G. Safeguards.

1. The Recipient shall ensure that all activities carried out under the Project are consistent with the Association's social and environmental safeguard policy requirements, as well as the Recipient's own environmental and social laws and regulations.
2. The Recipient shall ensure that the Project is implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Safeguards Documents.

3. The Recipient shall ensure that all Project activities are carried out in accordance with the provisions of the RPF and the ESMF.

4. The Recipient shall no later than one (1) year after the Effective Date, prepare a social assessment in form and substance satisfactory to the Association, assessing the potential social risks associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate any adverse impact of the identified social risks ("Social Assessment").

5. Except as the Association shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the Association, the Recipient shall not abrogate, amend, repeal, suspend or waive any provisions of any of the Safeguard Documents, nor shall it permit any other entity participating in the implementation of the Project to do so.

6. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall regularly collect, compile and submit to the Association, on a semi-annual basis, reports on the status of compliance with the Safeguard Documents, giving details of: (i) measures taken in furtherance of the Safeguard Documents; (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (iii) remedial measures taken or required to be taken to address such conditions.

7. In the event that any provision of either the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Recipient 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. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than one (1) month after the end of the period covered by such report.

B. Project Financial Audits

The Recipient shall have the 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 fiscal year of the Recipient,
commencing with the fiscal year in which the first withdrawal is made. 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.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in Euro)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services for the Project</td>
<td>40,100,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Refund of Preparation Advance</td>
<td>1,700,000</td>
<td>Amount payable pursuant to Section 2.07(a) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>41,800,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date.

2. The Closing Date is September 1, 2023.
**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 June and 15 December:</td>
<td></td>
</tr>
<tr>
<td>commencing 15 June 2023 to and including 15 December 2042</td>
<td>1.65%</td>
</tr>
<tr>
<td>commencing 15 June 2043 to and including 15 December 2047</td>
<td>3.40%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05(b) of the General Conditions.
APPENDIX

Section I. Definitions

1. “AFOR” means Agence Foncière Rurale, the rural land agency.

2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.

3. “Basis Adjustment to the Interest Charge” means the Association’s standard basis adjustment to the Interest Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.

4. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.

5. “BNETD” means Bureau National d’Etudes Techniques et de Développement, the Recipient’s national bureau of technical and development studies.

6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

7. “CIGN-BNETD” means Centre d’Information Géographique et du Numérique, the Recipient’s geographic and digital information center.

8. “CVGFR” means Comité Villageois de Gestion Financière Rurale, a village land tenure committee.

9. “DFR” means Direction du Foncier Rural, the Recipient’s directorate of rural land tenure.

10. “ESMF” means Environmental and Social Management Framework, the framework disclosed in the Recipient’s territory on November 15, 2017 and on the Association’s website on November 21, 2017, in form and substance satisfactory to the Association, setting out modalities to be followed in assessing the potential adverse environmental impact, including impact on physical cultural resources, associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.

12. “IGF” means Inspection Générale des Finances, the Recipient’s entity in charge of auditing public accounts.

13. “Land Policy” means a policy adopted by the Recipient in January 2017 aiming at updating the objectives and guidance for the land sector and underlining the Recipient’s commitment to the necessary institutional and regulatory reforms.

14. “National Rural Land Domain” means Domaine Rural Foncier, the Recipient’s rural land domain.

15. “National Rural Land Tenure Security Program” means the Programme National de Sécurisation du Foncier Rural (PNSFR), the Recipient’s initiative to support the registration of parcels within the National Rural Land Domain according to Law No. 98-750 of December 23, 1998 and its subsequent modifications.

16. “Operating Costs” means costs included in the Annual Work Plan and Budget acceptable to the Association which includes incremental costs of Project implementation such as vehicle operation and maintenance including for fuel, community, insurance, banking charges, rental, office supplies, consumables and maintenance, utilities, document production, travel costs and per diem for Project related travel and accommodation and subsistence allowances for authorized travel, but excluding salaries of the Recipient’s civil servants.

17. “Preparation Advance” means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association and the Recipient on August 16, 2017.

18. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016.

19. “Project Implementing Entity” means AFOR.

20. “Project Implementing Entity’s Legislation” means Decree no 2016-590 dated August 3, 2016, creating and organizing the functioning of AFOR.

21. “RPF” means Resettlement Policy Framework or the document prepared by the Recipient in form and substance satisfactory to the Association and disclosed in the Recipient’s territory on December 4, 2017 and on the Association’s website on December 6, 2017, outlining the policies and procedures to be implemented in the
event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population including their involuntary resettlement, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the Association, and such term includes any schedules to such document.

22. "Safeguard Documents" means the ESMF, the RPF and the Social Assessment, as well as any other environmental and social safeguard instrument that may be required under the Project Implementation Manual for the implementation of the Project.

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

24. "Training" means learning programs or courses in institutes/schools in the territory of the Recipient and abroad, workshops, lectures, seminars, courses, and coursework and study tours costs associated with training, as well as travels costs and per diem incurred by trainers and trainees, rental of training facilities, training materials and costs related to course preparation and implementation.