Financing Agreement

(Greater Abidjan Port City Integration Project)

between

REPUBLIC OF COTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

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 — CREDIT

2.01. The Association agrees to extend to the Recipient a credit, deemed by the Association to be on non-concessional terms, as set forth or referred to in this Agreement, in an amount equivalent in Euros to 260,500,000 (two hundred sixty million five hundred thousand Euros) as such amount may be converted from time to time through a Currency Conversion ("Credit"), to assist in financing the project described in Schedule I to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section III of Schedule 2 to this Agreement.

2.03. The Front-end Fee is one quarter of one percent (¼ of 1%) of the Credit amount.

2.04. The Commitment Charge is one-quarter of one percent (¼ of 1%) per annum on the Unwithdrawn Credit Balance.

2.05. The Interest Charge is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.09(e) of the General Conditions.

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 Schedule 3 to this Agreement.
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 and cause the following Parts of the Project, with reference to Schedule 1 of this Agreement, to be carried out through the respective implementing agencies ("Specialized Implementing Agencies" or "SIAs") as follows and in accordance with the provisions of Article V of the General Conditions:

(a) Part 1.1 of the Project through DGAUF under MCLAU, Part 1.2 of the Project through the PCU and DGTTC under MT, and Part 1.3 through DGTTC under MT, DAGERU under MCLAU, AGEROUTE and DAA;

(b) Part 2 of the Project through AGEROUTE;

(c) Part 3.1 of the Project through DGTTC under MT; Part 3.2 of the Project through PAA and DGTTC under MT; and Part 3.3 of the Project through DGTTC under MT.

(d) Part 4 of the Project through the PCU.

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 Events of Suspension consist of the following:

(a) Any action has been taken for the dissolution, disestablishment or suspension of operations of any of the Specialized Implementing Agencies.

(b) The legislation or other instrument governing the establishment or operations of any of the Specialized Implementing Agencies has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of such Specialized Implementing Agency to perform any of its obligations under this Agreement.

(c) The Recipient has taken or permitted to be taken any action that would prevent or interfere with the performance by any of the Specialized Implementing Agencies of its obligations under this Agreement.

4.02. The Additional Events of Acceleration consist of the following:
(a) Any event specified in paragraphs (a) to (c) of Section 4.01 of this Agreement occurs.

(b) The event specified in paragraph (a) of 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 Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.B.3 of Schedule 2 to this Agreement;

(b) The Project Management Contract has been duly executed, on terms and conditions acceptable to the Association, between the Recipient and the PCU; and

(c) The Delegated Management Contracts have been duly executed, on terms and conditions acceptable to the Association, between the Recipient, acting through the Project Coordination Unit, and each of the Specialized Implementing Agencies.

5.02. The Additional Legal Matters consist of the following:

(a) The Project Management Contract has been duly authorized, approved or ratified by the Recipient and the Project Coordination Unit, and is legally binding upon the Recipient and the Project Coordination Unit in accordance with its terms.

(b) Each Delegated Management Contract has been duly authorized, approved or ratified by the Recipient, acting through the Project Coordination Unit, on the one hand, and the Specialized Implementing Agency, on the other hand, and is legally binding upon the Recipient, acting through the Project Coordination Unit, and the Specialized Implementing Agency, in accordance with its terms.

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

5.04. 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 date of this Agreement.
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.gouv.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:

Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
E-mail: bureauudirecteur@worldbank.org
AGREED as of the Signature Date.

REPUBLIC OF COTE D'IVOIRE

By: 

Authorized Representative

Name: Adama KONE
Title: 
Date: 11 O SEPT 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: 

Authorized Representative

Name: PIERRE LAPORTE
Title: COUNTRY DIRECTOR
Date: 30 8 19
SCHEDULE I

Project Description

The objectives of the Project are to support the improvement of urban management, logistics efficiency, port accessibility and urban mobility in the Greater Abidjan Agglomeration and to provide immediate and effective response to Eligible Crisis or Emergency.

The Project consists of the following parts:

Part 1. Urban planning, services and governance

(a) Urban Planning

(i) Financing the preparation of detailed urban plans for selected municipalities in the Greater Abidjan Agglomeration to help manage city growth and guide urban investment and (ii) piloting the implementation of said detailed urban plans with priority activities identified through consultation with communities including the construction of recreational spaces and sports fields for youth.

(b) Municipal governance and institutional capacity strengthening

Supporting the enhancement and the strengthening of the municipal governance and institutional capacity by:

(i) supporting the identification of the most appropriate metropolitan governing system for the GAA, including: reviewing the system of current urban governance; assisting in the development of a new system and supporting its formation;

(ii) strengthening the capacity of SDUGA implementing institutions by conducting capacity building activities for the ministry in charge of urban planning, DAA and selected communes; and

(iii) supporting preparation of a multi-modal transport plan; and on-demand support and Training on international best practice towards its implementation.

(c) Urban Services

Planning and delivery of priority urban services by:

(i) conducting a detailed study for the preparation of a bus rapid transit corridor;
(ii) strategic infrastructure investments for the lagoon waterway public transport by renovating and adding stations and improving connectivity between these stations and land public transport services;

(iii) modernizing and scaling up street addressing in selected communes of DAA to support urban service management;

(iv) building pedestrian crossing and cycle routes in Abidjan to improve road safety conditions;

(v) preparation of a comprehensive green zone plan to upgrade and preserve green areas defined in the SDUGA and implementation of priority activities of said plan.

Part 2. Urban transport infrastructure

(a) Construction of section 2 of the Abidjan bypass western section to enhance access to and travel within the Greater Abidjan Area and reduce congestion in the center;

(b) Improvement of Abidjan Port road access by rehabilitating the port main southern access to dependent logistics facilities and industrial units, reducing congestion, accidents and vehicle operating costs.

(c) Upgrading the Akwaba intersection to increase capacity, reduce delays and accidents.

Part 3. Logistic services and competitiveness

(a) Logistic platform

Supporting the development of a logistic platform to be procured through public private partnership, that will encompass key facilities such as a dry port, a truck parking facility and a logistic zone.

(b) Managing port truck traffic

Supporting (i) the development of an efficient traffic management system within the port, including the design and implementation of such a system to help reduce dwell time and truck parking and (ii) upgrading the existing port management information system and launching a port community system that will include a truck appointment system.

(c) Public and private sector development and capacity building in the logistics sector

Supporting the logistics sector competitiveness through the development of skills in the areas of logistics services through (i) capacity-building activities for private
sector actors in logistics; (ii) development and improvement of a certification and accreditation system program for drivers and managers of transport companies; (iii) development of a vocational Training program; (iv) delivery of Training in several logistics services functions: operational, administrative, supervisory, and/or managerial jobs, focusing on operational and administrative functions; and (v) acquisition of equipment and Training facilities, and the refurbishment to jump-start Training delivery for both the transport and non-transport sectors.

Part 4. Program management and monitoring

Support the setting up of the PCU and the expenses related to Training, office equipment, Operating Costs, audits and communications as well as monitoring and evaluation, environmental and social studies and their implementation and monitoring.

Part 5. Contingent emergency response

Provision of immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Coordination Unit

(a) The Recipient shall maintain, throughout Project implementation, within MEI, a project coordination unit with terms of reference, composition and resources acceptable to the Association ("Project Coordination Unit" or "PCU"). The PCU shall be responsible, under the overall oversight and strategic leadership of the Project Steering Committee, for carrying out the Project, including *inter alia* (i) day-to-day coordination; (ii) monitoring and evaluation; (iii) safeguards supervision; (iv) preparation of Annual Work Plans and Budgets; (v) procurement; (vi) fiduciary and financial management matters; (vii) reporting; (viii) communicating Project activities and achievements; and (ix) filing and compilation of documents for audit purposes. The PCU shall provide overall supervision of the Project and ensure coherence of activities with the sector strategy and inter-sectoral coordination among the Specialized Implementing Agencies.

(b) The Recipient shall ensure that, throughout Project implementation, (i) the PCU is maintained with staff in sufficient number, with experience and qualifications satisfactory to the Association, in carrying out its responsibilities, including the through recruitment by the PCU, under terms of reference and with qualification and experience satisfactory to the Association, of (A) a deputy coordinator, a procurement specialist, an environmental management specialist, a social management specialist, an accountant, an assistant accountant in charge of disbursement, and an administrative assistant in charge of finance no later than two (2) months after the Effective Date; (B) an external auditor no later than six (6) months after the Effective Date.

(c) No later than two (2) months after the Effective Date, the PCU shall update the configuration of its accounting software.

2. Project Steering Committee

(a) The Recipient shall establish and thereafter maintain, at all times during the implementation of the Project, a project steering committee with a composition, mandate, and resources satisfactory to the Association ("Project Steering Committee" or "PSC").
(b) The PSC shall be chaired by the minister of economic infrastructure or his/her representative of and shall include representatives of the following entities: the ministry in charge of economy and finance, the ministry in charge of budget and state portfolio, the ministry in charge of transport, the ministry in charge of construction, housing, sanitation and urban planning, the ministry in charge of vocational training for small and medium size enterprises, the president of the district of Abidjan and the head of UVICOCI.

(c) The PSC shall be responsible, among other things, for: (i) providing overall supervision of the Project, (ii) ensure coherence of activities with the sector strategy, (iii) convene inter-sectoral coordination for the activities of other ministerial departments, (iv) mediate potential implementation issues between the PCU and SIAs; and (v) approve Annual Work Plans and Budget.

3. Specialized Implementation Agencies

Without limitation to the provisions of paragraph 1 this Section I.A, and for the purpose of carrying out Project activities, each SIA shall implement Project activities within its respective institutional mandate, as set forth in this Agreement and each relevant Delegated Management Contract.

B. Implementation Arrangements

1. Project Implementation Obligations

(a) To facilitate the implementation of the Project, the Recipient shall conclude the Project Management Contract with the PCU on terms and conditions acceptable to the Association, vesting responsibility in the PCU for the overall management, and the monitoring and supervision, of the Project, and specifying the roles and responsibilities of the PCU consistent with this Agreement.

(b) The Recipient shall, through the PCU, conclude a Delegated Management Contract on terms and conditions acceptable to the Association with each of the Specialized Implementing Agencies, vesting responsibility in each of them for the management of their Respective Part of the Project, and specifying their respective roles and responsibilities consistent with this Agreement.

(c) The Recipient shall exercise its rights and carry out its obligations under the Project Management Contract and each Delegated Management Contract in such a 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, or permit the PCU or Specialized Implementing Agencies to assign, amend, abrogate or waive, the Project Management Contract or any Delegated Management Contract, or any of the provisions thereof.

2. Implementation of Part 3.1 of the Project

For the purposes of implementing Part 3.1 of the Project, the Recipient shall: (a) enter into one or more Concession Agreement(s) for the design, construction, operation and maintenance and financing of the activities included in Part 3.1 of the Project, each with one or more Concessionaire(s) selected on the basis of terms of reference, qualifications and experience acceptable to the Association, and (b) ensure and submit to the Association satisfactory evidence that, financing is available to the Concessionaire to finance the implementation of the activities for which the concession is granted.

3. Project Implementation Manual

(a) Pursuant to Article 5.01 (a), the Recipient shall cause the PCU to:

(i) prepare under terms of reference acceptable to the Association, and furnishes to the Recipient and the Association, an implementation manual for the Project containing detailed arrangements and procedures for:

(A) institutional coordination and day-to-day execution of the Project;
(B) Project budgeting, disbursement and financial management;
(C) procurement;
(D) monitoring, evaluation, reporting and communication;
(E) safeguards monitoring and mitigation; and
(F) such other arrangements and procedures as shall be required for the Project;

(ii) afford the Association a reasonable opportunity to exchange views with the PCU; and

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

(b) In case of any conflict between the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.
(c) Except as the Association shall otherwise agree in writing, the Recipient shall not amend, abrogate or waive and permit the PCU to amend, abrogate or waive any provision of the Project Implementation Manual.

C. Annual Work Plans 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.

D. 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 its own environmental and social laws and regulations.

2. The Recipient shall ensure that the Project is implemented in accordance with the provisions, guidelines, procedures, timetables and other specifications set forth in the ESMF, the ESIs and the RPF and any Safeguards Document to be prepared under the Project.

3. If any Project activity would, pursuant to the RPF, require the preparation of a RAP, no such activity shall be implemented, unless:

   (i) a RAP for such activity has been: (A) prepared in accordance with the requirements of the RPF and furnished to the Association; (B) approved by the Association; and (C) publicly disclosed as required by the RPF; and

   (ii) (A) all measures required to be taken under said RAP prior to the initiation of said activity have been taken, including, without limitation to the above, providing funds for resettlement compensation when and if required under a RAP; (B) a report, in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP has been prepared and furnished to the Association; and (C) the Association has confirmed that the implementation of said activity may be commenced.

4. 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.

5. Without limitation upon its other reporting obligations under this Agreement, the Association 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: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

6. 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.

E. Contingent emergency response arrangements for Part 5 of the Project

1. In order to ensure the proper implementation of Part 5 of the Project ("CERC Part"), the Recipient shall:

   (a) prepare and furnish to the Association for its review and approval, an CERC Operations Manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of terms of reference for, and resources to be allocated to the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

   (b) afford the Association a reasonable opportunity to review said proposed CERC Operations Manual;

   (c) promptly adopt such CERC Operations Manual for the CERC Part as shall have been approved by the Association;

   (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any
inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior agreement by the Association.

2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) the Recipient has prepared and disclosed all safeguards documents required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such documents, and the Recipient has implemented any actions which are required to be taken under said documents.

F. Anti-Corruption.

The Recipient shall carry out and ensure the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

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 calendar semester, and shall be furnished to the Association not later than forty-five (45) days 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 (1) 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 Credit

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 Credit to: (a) finance Eligible Expenditures; (b) repay the Preparation Advance; and (c) pay: (i) the Front-end Fee and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category in the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in EUR)</th>
<th>Percentage of Expenditures to be Financed (exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services for the Project except Part 3.1</td>
<td>210,148,750</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, and consulting services for Part 3.1 of the Project</td>
<td>45,500,000</td>
<td>1% up to 100%, as notified to the Recipient by the Association from time to time by written notice</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part 5 of the Project</td>
<td>0</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>4,200,000</td>
<td>Amount payable pursuant to Section</td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

(a) for payments made prior to the Signature Date;

(b) under Category 2, unless and until the Recipient has entered into one or more Concession Agreements with respect to which financial closing has been achieved, in accordance with the provisions of Section I.B.2 of Schedule 2 to this Agreement;

(c) under Category (3), for Emergency Expenditures under Part 5 of the Project, unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said activities:

(i) the Recipient has determined that Eligible Crisis or Emergency has occurred, has furnished the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has prepared and disclosed all safeguards documents required for said activities, and the Recipient has fulfilled any actions which are required to be taken under said documents, all
in accordance with the provisions of Section I.D of Schedule 2 to this Agreement, for purposes of such activities;

(iii) the Recipient's Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.F of Schedule 2 to this Agreement for the purposes of such activities; and;

(iv) the Recipient has adopted an CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain, or have been updated in accordance with the provisions of Section I. E of Schedule 2 to this Agreement so as to be appropriate for the inclusion and implementation of said activities under the CERC Part.

2. The Closing Date is December 31, 2025.

Section IV. Other Undertakings

A. Counterpart Funds Account

1. Without limitation upon its other obligations under Section 5.03 of the General Conditions, the Recipient shall:

(a) open and maintain in a commercial bank acceptable to the Association, a counterpart funds account ("Counterpart Funds Account") to be maintained and operated on terms and conditions satisfactory to the Association, and managed by the PCU, into which it shall deposit its counterpart contribution corresponding to its share of the cost of the Project;

(b) deposit into the Counterpart Funds Account an amount corresponding to the Recipient's share of the cost of the Annual Work Plan and Budget for that Fiscal Year as set forth in the following table or in accordance with such other schedule as may be agreed from time to time between the Recipient and the Association:
<table>
<thead>
<tr>
<th>Deposit Date</th>
<th>Amount in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>By 28th of October 2018</td>
<td>7,563,000</td>
</tr>
<tr>
<td>By 28th of October 2019</td>
<td>1,677,000</td>
</tr>
<tr>
<td>2020</td>
<td>0</td>
</tr>
<tr>
<td>By 28th of June 2021</td>
<td>4,193,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>13,433,000</strong></td>
</tr>
</tbody>
</table>

(c) ensure that funds deposited into the Counterpart Funds Account shall be used only for the purposes of implementing any RAP that would be prepared under the RPF.

B. Midterm Review

The Recipient shall cause the PCU to carry out, jointly with the Association, not later than three (3) years after the Effective Date, a midterm review to assess the status of Project implementation. Such review shall include an assessment of the following: (i) overall progress in Project implementation; (ii) results of monitoring and evaluation activities; (iii) Annual Work Plans and Budgets; (iv) progress on procurement and disbursement; (v) progress on implementation of safeguards measures; (vi) Project implementation arrangements; and (vii) the need to make any adjustments to the Project and reallocate funds to improve performance. Upon completion of such review, the Recipient shall, jointly with the Association and the PCU, consider the midterm review report and thereafter shall cause the PCU to take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the Recipient and the Association’s views on the matter.
SCHEDULE 3

Disbursement-Linked Amortization Repayment Schedule – Level Repayment

1. Subject to the provisions of Section 3.10 of the General Conditions, the Recipient shall repay each Disbursed Amount in semiannual installments payable on each June 15 and December 15, the first installment to be payable on the twenty-fifth (25th) Payment Date following the Maturity Fixing Date for the Disbursed Amount and the last installment to be payable on the fortieth (40th) Payment Date following the Maturity Fixing Date for the Disbursed Amount. Each installment except for the last one shall be equal to one-sixteenth (1/16) of the Disbursed Amount. The last installment shall be equal to the remaining outstanding amount of the Disbursed Amount.

2. If any one or more installments of principal of the Disbursed Amount would, pursuant to the provisions of paragraph 1 of this Schedule, be payable after June 15, 2046, the Recipient shall also pay on such date the aggregate amount of all such installments.

3. The Association shall notify the Recipient of the amortization schedule for each Disbursed Amount promptly after the Maturity Fixing Date for the Disbursed Amount.
APPENDIX

Section I. Definitions

1. "AGEROUTE" means Agence de Gestion des Routes, the Recipient's agency in charge of roads management.

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. "Additional Legal Matter" means each matter specified in Article 5.02 of this Agreement or requested by the Association for the purpose of Section 10.02 of the General Conditions.

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

5. "CERC" means contingent emergency response component under the Project.

6. "Concession Agreement" means an agreement to be entered into between the Recipient and a Concessionaire for the implementation of Part 3.1 of the Project.

7. "Concessionaire" means a private company selected on the basis of terms of reference, qualifications and experience acceptable to the Association for the implementation of Part 3.1 of the Project through a public-private partnership, and "Concessionaires" means more than one Concessionaire.

8. "DAA" means District Autonome d'Abidjan, the autonomous district of Abidjan.

9. "DAGERU" means Direction de l'Adressage et la Gestion de la Restructuration Urbaine, the Recipient's directorate in charge of street naming and management of urban restructuring.

10. "Delegated Management Contract" means a delegated management contract (Convention de Maitrise d'Ouvrage Déléguee) referred to in Section I.B. of Schedule 2 to this Agreement.

11. "DGAUF" means Direction Générale de l'Assainissement, de l'Urbanisme et du Foncier, the Recipient's national direction in charge of sanitation, urbanism and land.
12. “DGTTC” means Direction Générale des Transports Terrestres et de la Circulation, the Recipient’s national directorate of ground transportation and circulation.

13. “Displaced Persons” means a person who as a result of the involuntary taking of land under the Project is affected in any of the following ways: (a) relocation or loss of shelter; (b) loss of assets or access to assets; or (c) loss of income sources or means of livelihood, whether or not the affected person must move to another location.

14. “Eligible Crisis of Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

15. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Operations Manual in accordance with the provisions of Section I.F.1(a)(ii) of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.

16. “ESIAs” or “Environmental and Social Impact Assessments” means an assessment, approved by the Association for the Project, carried out by the Recipient and disclosed in the Recipient’s territory on February 24 and 26, 2018 and on the Bank’s website on February 26, 2018 to evaluate the Project’s potential environmental and social risks and impacts in its area of influence, examine alternatives and identify ways of mitigating and managing adverse environmental and social impact throughout Project implementation, as the same may be amended from time to time with the agreement of the Association, “ESIA” means, individually, each such ESIA.

17. “ESMF” or “Environmental and Social Management Framework” means the framework disclosed in the Recipient’s territory on January 30, 2018 and on the Bank’s website on February 26, 2018 in form and substance satisfactory to the Bank, setting out modalities to be followed in assessing the potential adverse environmental impact, including impact on natural habitats, 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.”


19. “Greater Abidjan Agglomeration” or “GAA” means an area covers the metropolitan area of Abidjan, and consists of nineteen (19) municipal jurisdictions, of which thirteen (13) are under the autonomous district of Abidjan (Abobo, Adjamé, Anyama, Attécoubé, Bingerville, Cocody, Koumassi, Marcory,
Plateau, Port-Bouët, Songon, Treichville, Yopougon), and six (6) surrounding municipalities (Grand-Bassam, Bonoua, Alépé, Azaguié, Dabou, Jacqueville).

20. "MCLAU" means Ministère de la Construction, du Logement, de l'Assainissement et de l'Urbanisme, the Recipient's ministry in charge of construction, housing, drainage and urbanism.

21. "MEI" means Ministère des Infrastructures Economiques, the Recipient's ministry in charge of economic infrastructure.

22. "MT" means Ministère des Transports, the Recipient's ministry in charge of transports.

23. "Operating Costs" means the incremental operating expenses, based on annual budgets approved by the Association, on account of the Project, consisting of operation and maintenance costs of office, vehicles; water and electricity utilities, telephone, office supplies, bank charges, salaries of contractual staff, travel and supervision costs including per diem, but excluding the salaries and indemnities of officials and public servants of the Recipient's civil service.

24. "PAA" means Port Autonome d'Abidjan, the autonomous port of Abidjan.

25. "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 May 4, 2017.


27. "Project Management Contract" means the Project management contract referred to in Section 1.B. of Schedule 2 to this Agreement.

28. "RAP" or "Resettlement Action Plan" or "RAP" means a resettlement action plan to be prepared by the Recipient in accordance with the procedures and requirements under the RPF, setting out, for a particular activity, actions and measures for compensation and resettlement of Displaced Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the RAP, as such plan may be revised from time to time with prior written approval of the Bank; and "RAPs" means, collectively, all such RAP.
29. "RPF" means Resettlement Policy Framework or the document prepared by the Recipient in form and substance satisfactory to the Bank and disclosed in the Recipient’s territory on February 24, 2018 and on the Bank’s website on February 26, 2018, 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 Bank, and such term includes any schedules to such document.

30. “Safeguard Documents” means the ESMF, the ESIAs, the RPF, any RAP, as well as any other environmental and social safeguard instrument that may be required for the implementation of the Project.

31. “SDUGA” means Schéma Directeur d'Urbanisme du Grand Abidjan, the greater Abidjan urban master plan.

32. “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.

33. “Subproject” means a Part of the Project to be implemented by a SIA in accordance with the terms described in the PIM.

34. “Subproject Agreement” means a delegated management agreement to be entered into between the PCU and the relevant Specialized Implementation Agency as referred to in Section I.A.4 of Schedule 2 to this Agreement.

35. “Training” means the training of persons under the Project, including through seminars, workshops, knowledge sharing activities and study tours, and covers the following costs associated with such activity: 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.

36. “UVICOCI” means Union des Villes et des Communes de Côte d'Ivoire, the Recipient’s cities and communes union.