Financing Agreement

(Additional Financing for First Part of the Second Phase of the Niger Basin Water Resources Development and Sustainable Ecosystems Management Project)

between

REPUBLIC OF NIGER

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

July 19

Dated ____________, 2014
FINANCING AGREEMENT

AGREEMENT dated July 19, 2014, entered into between REPUBLIC OF NIGER ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for the Original Project (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement or in the Original Financing 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 to assist in financing the project described in Schedule I to this Agreement ("Project"):

(a) an amount equivalent to eight million eight hundred and twenty thousand Special Drawing Rights (SDR 8,820,000) ("Grant"); and

(b) an amount equivalent to twenty six million six hundred and fifty thousand Special Drawing Rights (SDR 26,650,000) ("Credit").

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

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

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of) per annum.

2.05. The Payment Dates are March 15 and September 15 in each year.
2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.

2.07. The Payment Currency is the Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall carry out Parts 2 and 3 of the Project through HCDNV in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that Parts 2 and 3 of the Project are 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) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen, which makes it improbable that the Program can be carried out or that the Recipient will be able to perform its obligations under this Agreement.

   (b) NBA has failed to maintain the Independent Panel of Experts, in accordance with the provisions of Section 1.C.6(a) and (b) of Schedule 2 to this Agreement.

4.02. The Additional Event of Acceleration consists of the following, namely, that any of the events specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS - TERMINATION

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

5.02. Except as provided in Section 1.C.2(a)(iii) of Schedule 2 to this Agreement, 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 the Recipient’s Minister responsible for planning.

6.02. The Recipient’s Address is:

Ministère du Plan, de l’Aménagement du Territoire et du Développement Communautaire
B.P. 862
Niamey
Republic of Niger

Fax: 227 20 72 40 20

6.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391

Washington, D.C.
AGREED at Niamey, Republic of Niger, as of the day and year first above written.

REPUBLIC OF NIGER

By

Authorized Representative

Name: Amadou Boubacar Cissé

Title: Minister of State, Minister of Planning, Land Management and Community Development

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Nestor Coffi

Title: Country Manager for Niger
SCHEDULE 1

Project Description

The objective of the Project is to increase access to water for agriculture development and capacity for energy generation in the Recipient’s part of the Niger Basin.

The Project consists of the Original Project.
SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

The Project’s institutional and implementation arrangements shall be identical to those set forth in Sections I.A to Section I.G of Schedule 2 to the Original Financing Agreement, except as modified immediately below in Section I.A and I.C of this Schedule, in respect of the Institutional and Contractual Arrangements referred to in Section I.A of Schedule 2 to the Original Financing Agreement, and the Safeguards provisions referred to in Section I.D of Schedule 2 to the Original Financing Agreement.

A. Institutional and Contractual Arrangements

The Recipient shall take all actions needed for the following implementation arrangements to be established and maintained throughout Project implementation:

1. (a) The progress of Parts 2 and 3 of the Project shall be monitored by the Steering Committee. The Steering Committee shall at all times during Project implementation have terms of reference and a composition satisfactory to the Association.

   (b) Without limitation to the provisions of paragraph (a) immediately above, the Steering Committee shall be chaired by the Recipient’s Prime Minister, with the Recipient’s Minister responsible for planning acting as Vice Chairman, and include respective representatives of the Recipient’s ministries involved in the Project, the Governor of the Recipient’s Region of Tillaberi and HCAVN. The NBA and the development partners are observers.

2. (a) HCDNV, with technical support from the CTC, shall be responsible for the implementation and coordination of Parts 2 and 3 of the Project. HCDVN and the CTC shall at all times during Project implementation have terms of reference and a composition satisfactory to the Association.

   (b) Without limitation to the provisions of paragraph (a) immediately above, HCDVN shall carry out (with support from consultants and entities from the Recipient’s public sector as necessary) all coordination, fiduciary, environmental, social, communication, reporting, monitoring and evaluation activities with respect to Parts 2 and 3 of the Project.
Without limitation to the provisions of paragraph (a) immediately above, HCDVN shall include, under the authority of its High Commissioner, among other, an administrative and human resources department, a financial management and accountancy department, an infrastructure department, a social and economic affairs department, an environmental and eco-system management department, a communication and information department, a planning and monitoring/evaluation department, and the regional implementation unit for the Program.

3. HCDVN shall at all times during Project implementation maintain sufficient staff with terms of reference, qualifications and experience satisfactory to the Association.

4. HCDVN shall maintain, throughout the implementation of Part 3 of the Project, a memorandum of understanding in form and substance satisfactory to the Association with the entity under whose authority is anchored the CAP National Coordination Unit for local development, the general directorate for rural development and the national office of hydro-agricultural infrastructures for irrigation.

5. (a) No later than the date (currently planned to be March 15, 2018) falling one (1) year before the expected date of impoundment of the reservoir of the Kandadji Dam, or such other date as the Association shall have confirmed in writing is acceptable to the Association for that purpose, the Recipient shall establish an arrangement satisfactory to the Association for the operation of the dam and the plant included in Part 2 of the Project.

(b) No later than the date (currently planned to be June 15, 2018) falling nine (9) months before the expected date of impoundment of the reservoir of the Kandadji Dam, or such other date which the Association shall have confirmed in writing is acceptable to the Association for that purpose, the Recipient shall have caused a power purchase agreement in form and substance satisfactory to the Association to be entered into between the operator established in accordance with paragraph (a) immediately above and NIGELEC.

B. Anti-Corruption

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

1. The Recipient shall ensure that:

   (a) all terms of reference for any technical assistance or studies carried out under Parts 2 and 3 of the Project are consistent with, and pay due attention to, the Association’s environmental and social safeguards policies, as well as the Recipient’s own laws relating to the environment and social aspects; and

   (b) in drafting any regulations under Parts 2 and 3 of the Project, due attention will be given to said policies and laws.

2. The Recipient shall ensure that Parts 2 and 3 of the Project shall be implemented in accordance with the guidelines, procedures, timetables and other specifications set forth in the Safeguard Documents. In particular, the Recipient shall ensure that:

   (a) (i) for each activity under Parts 2 or 3 of the Project of a type for which the Environmental and Social Management Framework provides that an Environmental and Social Management Plan should be prepared, such Environmental and Social Management Plan, in form and substance satisfactory to the Association, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with the provisions of the Environmental and Social Management Framework, and the relevant activity is implemented in accordance with its Environmental and Social Management Plan;

        (ii) no later than the date (which is currently planned to be September 15, 2017) falling eighteen (18) months prior to the projected date of impoundment of the reservoir of the Kandadji Dam, or such other date as the Association shall have confirmed in writing is acceptable to the Association for that purpose, the Recipient shall have caused the Biodiversity Offset Area: (A) to have been legally established through a legal instrument in form and substance satisfactory to the Association with full involvement of the impacted communities pursuant to a decision-making process satisfactory to the Association and with satisfactory mitigation measures for the communities (including the most vulnerable members); and (B) to be operating in accordance with the provisions of the Wild Life and Natural Habitat Management Plan, in a manner satisfactory to the Association and all in a manner consistent with the provision of the Bank Policy OP/BP 4.04; and
(iii) the Recipient shall maintain the Biodiversity Offset Area and shall ensure that sufficient resources are allocated to the operation of the Biodiversity Offset Area, without time limitation to this obligation unless otherwise agreed with the Association; and

(b) (i) no later than December 31, 2014, or such other date as the Association shall have confirmed in writing is acceptable to the Association for that purpose, the Recipient shall have confirmed the level of impoundment of the reservoir for the operation of the Kandadji Dam and completed the census of Displaced Persons to be included in the Resettlement Action Plan 2 (the “Census”) in a manner acceptable to the Association;

(ii) no later than May 31, 2015, or such other date as the Association shall have confirmed in writing is acceptable to the Association for that purpose: (A) the Recipient shall have completed the preparation, consultation upon and disclosure of the Resettlement Action Plan 2 in form and substance satisfactory to the Association, all in accordance with the Bank Policy OP/BP 4.12 and the provisions of the Resettlement Policy Framework; and (B) the Environmental and Social Experts Panel shall have issued a report in form and substance satisfactory to the Association on the status of completion of the Resettlement Action Plan 2 confirming, inter alia, that the Resettlement Action Plan 2 has been prepared, consulted upon and disclosed, all in accordance with the Bank Policy OP/BP 4.12 and the provisions of the Resettlement Policy Framework;

(iii) no later than March 15, 2018, or such other date as the Association shall have confirmed in writing is acceptable to the Association for that purpose: (A) the Recipient shall have completed the resettlement of not less than forty percent (40%) of the Displaced Persons identified in the Resettlement Action Plan 2 in a manner satisfactory to the Association and in accordance with the provisions of the Resettlement Action Plan 2; and (B) the Environmental and Social Experts Panel shall have issued a report in form and substance satisfactory to the Association on the status of implementation of the Resettlement Action Plan 2 confirming, inter alia, that not less than forty percent (40%) of the Displaced Persons identified in the Resettlement Action Plan 2 have been effectively resettled all in accordance with the Bank’s Policy OP/BP 4.12 and the provisions of the Resettlement Action Plan 2;
(iv) no later than the date (which is currently planned to be September 15, 2018) falling six (6) months prior to the projected date of impoundment of the reservoir of the Kandadji Dam, or such other date as the Association shall have confirmed in writing is acceptable to the Association for that purpose: (A) the Recipient shall have completed the resettlement of one hundred percent (100%) of the Displaced Persons identified in the Resettlement Action Plan 2 in a manner satisfactory to the Association and in accordance with the provisions of the Resettlement Action Plan 2; and (B) the Environmental and Social Experts Panel shall have issued a report in form and substance satisfactory to the Association on the status of implementation of the Resettlement Action Plan 2 confirming, inter alia, that one hundred percent (100%) of the Displaced Persons identified in the Resettlement Action Plan 2 have been effectively resettled all in accordance with the Bank Policy OP/BP 4.12 and the provisions of the Resettlement Action Plan 2;

(v) the Recipient shall take all measures necessary for its part, and shall cause all other persons to take all measures necessary for their respective parts, to ensure that the impoundment of the reservoir of the Kandadji Dam shall not start before: (A) the Resettlement Action Plan 2 has been fully implemented in a manner satisfactory the Association; and (B) the Environmental and Social Experts Panel has issued a report in form and substance satisfactory to the Association on the status of implementation of the Resettlement Action Plan 2 confirming, inter alia, that the Resettlement Action Plan 2 has been fully implemented in accordance with its own terms and conditions and with the Bank Policy OP/BP 4.12; and

(vi) for each activity under Parts 3.2 or 3.3 of the Project of a type for which the Resettlement Policy Framework provides that a Resettlement Action Plan should be prepared, such Resettlement Action Plan, in form and substance satisfactory to the Association, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with the provisions of the Resettlement Policy Framework, and the relevant activity is implemented in accordance with its Resettlement Action Plan; and
(c) (i) no later than the date (which is currently planned to be March 15, 2018) falling one (1) year prior to the projected date of impoundment of the reservoir of the Kandadji Dam, or such other date as the Association shall have confirmed in writing is acceptable to the Association for that purpose, the Recipient shall have furnished the final draft of the Emergency Preparedness Plan to the Association and the Dam Safety Panel for review; and

(ii) no later than the date (which is currently planned to be September 15, 2018) falling six (6) months prior to the projected date of impoundment of the reservoir of the Kandadji Dam, or such other date as the Association shall have confirmed in writing is acceptable to the Association for that purpose, the Recipient shall adopt the Dam Operation and Maintenance Plan, in form and substance acceptable to the Association and the Dam Safety Panel.

3. 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.

4. 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 (including reports from the Dam Safety Panel and the Environmental and Social Experts Panel), 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.

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

6. (a) (i) The Recipient shall take all actions necessary on its part to cause NBA to maintain, until the Association is satisfied that the construction of the Kandadji Dam has been completed and duly commissioned, a dam safety panel ("Dam Safety Panel") comprised of independent experts having terms of reference, qualifications and experience acceptable to the Association, to advise on associated dam safety risks.

(ii) Without limitation to the generality of paragraph (i) immediately above, the Dam Safety Panel shall regularly provide reports,
which shall be promptly distributed to, *inter alia*, the Recipient, NBA and the Association, on, *inter alia*, the status of implementation of the Dam Safety Plan.

(b) (i) The Recipient shall take all actions necessary on its part to cause NBA to maintain, throughout the implementation of the Project, an environmental and social experts panel ("Environmental and Social Experts Panel") comprised of independent experts having terms of reference, qualifications and experience acceptable to the Association, to provide advice and recommendations on all environmental and social aspects of the Project.

(ii) Without limitation to the generality of paragraph (i) immediately above, the Environmental and Social Experts Panel shall provide regular reports to NBA, which shall be promptly distributed to, *inter alia*, the Recipient and the Association, and which shall include, *inter alia*, an assessment of the status of implementation of each of the Safeguard Documents, except the Dam Safety Plan.

Section II. **Project Monitoring, Reporting and Evaluation**

A. **Project Reports**

1. The Recipient shall monitor and evaluate the progress of Parts 2 and 3 of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) 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.

2. Forty-two (42) months after the Effective Date, or at any other date agreed with the Association, the Recipient shall, in conjunction with the Association and NBA, carry out a mid-term review of the Project (the "Mid-term Review"), covering the progress achieved in the implementation of Parts 2 and 3 of the Project. The Recipient shall prepare and furnish to the Association not less than three (3) months prior to the beginning of the Mid-term Review, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of Parts 2 and 3 of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of Parts 2 and 3 of the Project and the achievement of the objective of the Project during the period following such date. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the Association to remedy any
shortcoming noted in the carrying out of Parts 2 and 3 of the Project in
furtherance of the objective of the Project.

3. For purposes of Section 4.08(c) of the General Conditions, the report on the
execution of the Project and related plan required pursuant to that Section shall
be furnished to the Association not later than six (6) months before the Closing
Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management
system in accordance with the provisions of Section 4.09 of the General
Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall
prepare and furnish to the Association not later than forty-five (45) days after the
end of each calendar quarter, interim unaudited financial reports for Parts 2 and 3
of the Project covering the quarter, in form and substance satisfactory to the
Association.

3. The Recipient shall have its Financial Statements audited in accordance with the
provisions of Section 4.09(b) of the General Conditions. Each audit of the
Financial Statements shall cover the period of one (1) fiscal year of the Recipient.
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.

4. In order to ensure the timely carrying out of the audits referred to in
Section II. B.3 of this Schedule, the Recipient shall engage auditors for the
purpose not later than four (4) months after the Effective Date, in accordance
with the provisions of Section III of this Schedule.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-
consulting services required for Parts 2 and 3 of the Project and to be financed
out of the proceeds of the Financing shall be procured in accordance with the
requirements set forth or referred to in Section I of the Procurement Guidelines,
and with the provisions of this Section.

2. Consultants' Services. All consultants' services required for Parts 2 and 3 of
the Project and to be financed out of the proceeds of the Financing shall be
procured in accordance with the requirements set forth or referred to in Sections I
and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. **Particular Methods of Procurement of Goods, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) Limited International Bidding; (b) National Competitive Bidding, subject to using bidding documents acceptable to the Association; (c) Shopping; (d) Direct Contracting; (e) Procurement from a UN Agency (UNESCO, UNHCR, FAO); (f) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Association; (g) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the Association; and (h) Community Participation procedures which have been found acceptable to the Association.

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 **UN Agency** (UNESCO, UNHCR, FAO); (g) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (h) Single-source procedures for the Selection of Individual Consultants.
D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed by the Credit (inclusive of Taxes)</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed by the Grant (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, consultants services, operating costs and Training for Part 1 of the Project</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>(2) Goods, works and consultants services for Part 2.1 of the Project</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>(3) Goods, works and consultants services for Part 2.2(i) of the Project (Subject to Section IV.B.1(b) and prior to the satisfaction of the provisions of Section IV.B.1(c))</td>
<td>7,810,000</td>
<td>100%</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>(4) Goods, works and consultants services for Part 2.2(ii) of the Project</td>
<td>17,970,000</td>
<td>100%</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>(5) Consultants services, Operating Costs and Training for Part 2.2(ii), (iii) and (iv) of the Project</td>
<td>870,000</td>
<td>9%</td>
<td>8,820,000</td>
<td>91%</td>
</tr>
<tr>
<td>(6) Goods, works, consultants services, Operating Costs and Training for Part 3.1 of the Project</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>(7) Goods, works, consultants services, Operating Costs and Training for Parts 3.2 and 3.3(a) and (b)(i) of the Project</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>(8) Matching Grants under Part 3.3(b)(ii) of the Project</td>
<td>0</td>
<td>-</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>26,650,000</td>
<td></td>
<td>8,820,000</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:

(a) for payments made prior to the date of this Agreement.

(b) under Category 3 until the Recipient shall have completed the Census in accordance with Section I.D.2(b)(i) of Schedule 2 to the Original Financing Agreement; or

(c) under Category 4 until: (A) a first disbursement has been made under Category 3; (B) the Resettlement Action Plan 2 has been prepared, consulted upon and disclosed in accordance with the provisions of Section I.C.2(b)(ii)(A) of Schedule 2 to this Agreement; and (C) the Environmental and Social Experts Panel's report has been issued and transmitted to the Association in accordance with the provisions of Section I.C.2(b)(ii)(B) of Schedule 2 to this Agreement.

2. The Closing Date is April 1, 2021, and the Closing Date referred to in Section IV.B.2 of Schedule 2 to the Original Financing Agreement shall be modified to refer to the date April 1, 2021.
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 March 15 and September 15:</td>
<td></td>
</tr>
<tr>
<td>commencing September 15, 2024, to and including March 15, 2034</td>
<td>1%</td>
</tr>
<tr>
<td>commencing September 15, 2034, to and including March 15, 2054</td>
<td>2%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.
APPENDIX

Section 1. Definitions

The Capitalized terms defined in the Section I of the Appendix to the Original Financing Agreement shall have the meanings set forth therein, and the following terms shall have the following meaning:


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


4. “CTC” means Comité Technique de Coordination, the Recipient’s interministerial technical coordination committee in charge of Program monitoring and evaluation as established and operating under the Recipient’s Decree No. 2013-110/PRN dated March 12, 2013.

5. “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 to the Original Financing Agreement.


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


9. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated August 21, 2012, as updated through the Procurement Plan dated March 31, 2014, 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.
Section II.  Modifications to the General Conditions

The modifications to the General Conditions are as set forth in Section II of the Appendix to the Original Financing Agreement.