OFFICIAL DOCUMENTS

CREDIT NUMBER 6244-CI

Financing Agreement

(e-Agriculture Project)

between

REPUBLIC OF COTE D'IVOIRE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF COTE D’IVOIRE ("Recipient") and the 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 of fifty-six million eight hundred thousand Euros (€56,800,000) (variously, “Credit” and “Financing to assist in financing the project described in Schedule I 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plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.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percent (1.25%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum on the Withdrawn Credit Balance.

2.06. The Payment Dates are March 15, and September 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 carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01. The Additional Conditions of Effectiveness consist of the following: the PCU has recruited a financial management officer with qualifications and experience acceptable for the Association.

4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.02. 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 V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient's Representative is its Minister in charge of economy and finance.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

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

5.03. 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: Facsimile:

248423 (MCI) 1-202-477-6391

E-mail: bureaududirecteur@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF COTE D’IVOIRE

By:

[Signature]

Authorized Representative

Name: Adama KONE

Title: [Position]

Date: 2 JUIN 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

[Signature]

Authorized Representative

Name: Pierre Lazare

Title: Country Director

Date: 2 JUIN 2018
SCHEDULE 1

Project Description

The objective of the Project is to increase access to digital services in rural communities and leverage digital platforms to improve farm productivity and access to markets.

The Project consists of the following parts:

Part 1. Extending Digital Connectivity in Targeted Rural and Remote Areas

1. Review and improvement of the digital services enabling environment

Provision of technical assistance to strengthen capacity of key stakeholders in defining, enhancing and enforcing an enabling environment conducive to providing digital services in rural areas, by funding a legal review of the current environment and identify bottlenecks that hamper private investment.

2. Supporting the extension of digital infrastructure in rural areas.

Part 2. Digital Services for Sustainable Agricultural Development

1. Smart Agriculture and Producer Organizations

Strengthening capacity of farmers in climate smart production management and marketing and facilitating the formation or consolidation of farmer groups into more formal structures.

2. Capacity building in digital solutions in agriculture

Strengthening the capacity of the MARD and relevant agricultural agencies by providing technical assistance to: (a) identify the various institutions involved in the data to decision making value chain in the agricultural sector; (b) support the capacity strengthening of MARD staff and such relevant agencies in digital tools and applications for data collection and management; (c) improve the enabling environment for agricultural data, including a review of current status of policies, laws and regulations, and recommend the revision of laws and regulations; and (d) review and upgrade as needed the current strategy and action plan for the development, dissemination and use of agricultural data.

3. Digital Platform for the Ministry of Agriculture

Strengthening the MARD communication system by refurbishing it and enabling the free flow of data, information and knowledge throughout all project stakeholders.
4. Digital Ecosystem and e-Agricultural services

(a) Provision of close to real time agricultural advisory services to small-scale farmers in the project areas for increased productivity by: (i) establishing and operationalizing call centers and voice message services for agricultural information and knowledge in the selected value chains; (ii) promoting awareness and information campaigns for small-scale farmers in selected value chains and targeted end-users of the e-agriculture services; (iii) acquiring necessary equipment and materials, including computers, software and communication materials necessary for the good functioning of the e-extension platform; and (iv) providing the relevant agricultural agencies with a toll-free number for a more efficient outreach from farmers.

(b) Promotion of digital innovation systems for agriculture through: (i) the design and operationalization of an agricultural observatory; (ii) the design and organization of app challenges to develop or enhance digital solutions for agriculture e-services; and (iii) technical assistance and financial support to scale up and mainstream relevant digital solutions emerging for the app challenges.

Part 3. Rehabilitation and Maintenance of Rural Access Roads

Financing the technical feasibility studies, environmental and social assessments and works related with the rehabilitation and maintenance of critical rural roads allowing access to targeted production zones and markets in the areas of Divo, Daloa, Gagnoa, Korhogo, Boundiali and Bouna.

Part 4. Program Implementation and Monitoring

Supporting the setting up of the Project Coordination Unit and cover the cost of Training, office equipment, Operating Costs, audits and communications as well as monitoring and evaluation, environmental and social studies and their implementation and monitoring.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Coordination Unit

   (a) The Recipient shall establish and maintain at all time during the implementation of the Project, a coordination unit (“Project Coordination Unit” or “PCU”) within MICENUP.

   (b) The PCU shall comprise at least: (i) a coordinator; (ii) a co-coordinator; (iii) a monitoring and evaluation specialist; (iv) a safeguards specialist; (v) a procurement specialist; (vi) a financial management specialist; and (vii) an accountant.

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 comprised of representatives of relevant ministries involved in the Project and of a technical sub-committee in charge of the technical oversight of the Project. The PSC shall be chaired by the minister in charge of communication and digital economy and post or its representative, and the deputy chair shall be the minister in charge of agriculture and rural development or its representative.

   (c) The PSC shall be responsible, among other things, for: (i) providing strategic guidance to the PCU; (ii) ensuring coherence of activities with the sector strategy; (iii) convening inter-sectoral coordination for the activities of other ministerial departments; and (iv) approve the Annual Work Plans and Budget.

3. AGEROUTE

   (a) For the purpose of carrying out Part 3 of the Project, the PCU shall, no later than three months after the Effective Date, enter into a delegated management contract (“Delegation Agreement”) with AGEROUTE.

   (b) The Recipient shall require AGEROUTE to:
(i) carry out Part 3 of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association;

(ii) provide, promptly as needed, the resources required for the purpose;

(iii) procure the goods and services in accordance with the provisions of the Delegation Agreement and the Association’s Procurement Regulations;

(iv) maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with indicators acceptable to the Association, the progress of the implementation of Part 3 and the achievement of its objectives;

(v) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Part 3 of the Project; and (B) at the Association’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Association;

(vi) enable the Recipient to inspect the areas where Part 3 of the Project is being implemented, its operation and any relevant records and documents; and

(vii) prepare and furnish to the Association, all such information as the Association shall reasonably request relating to the foregoing.

(c) The Recipient shall, through the PCU, exercise its rights under the Delegation Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing for Part 3 of the Project.

(d) Except as the Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive any Delegation Agreement or any of its provisions.
B. Project Implementation Manual

1. No later than one (1) month after the Effective Date, the Recipient shall:
   (a) prepare under terms of reference acceptable to the Association, and furnish to 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) afford the Association a reasonable opportunity to exchange views with the Recipient; and
   (c) thereafter adopt such Project implementation manual as shall have been approved by the Association ("Project Implementation Manual") and carry out the Project in accordance with the Project Implementation Manual.

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

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

C. Operations Manual

1. For the purpose of carrying out Part 1.2 of the Project, the Recipient shall, following the completion of the necessary study on the economic and demographic profile:
   (a) no later than two (2) months after the Effective Date, prepare under terms of reference acceptable to the Association, and furnish to the Association, an operations manual for the Project containing detailed arrangements and procedures for:
      (i) major transaction cycles and fund flow processes;
(ii) authorization procedures for transactions;

(iii) financial and accounting policies;

(iv) budgeting procedures;

(v) financial forecasting procedures;

(vi) procurement and contract administration monitoring procedures; and

(vii) auditing arrangements with the provision of:

(A) the prioritizing of the targeted rural areas;

(B) the access services offered (in particular voice, SMS, and internet);

(C) the infrastructure that will be financed to provide the expected services in the rural areas concerned, with the technical architectures and specifications;

(D) the terms of the open access PPP arrangement, including the contributions from the public and private parties and the governance mechanisms to ensure compliance with the contract (e.g. claw back mechanism);

(E) the contract award mechanism, including the structuring of the contracts, eligibility rules for bidders, and eligibility and evaluation rules for submitted projects (not only amount of public funds requested but also population and geographical coverage, services delivered and speeds, guarantees of quality of service, compliance with open access principles, commitments made by other private actors to access the deployed infrastructure via the wholesale market, etc.); and

(F) public communication of results.

(b) afford the Association a reasonable opportunity to exchange views with the Recipient; and

(c) thereafter adopt such Operations Manual as shall have been approved by the Association ("Operations Manual") and carry out the Project in accordance with the Operations Manual.
2. In case of any conflict between the Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Except as the Association shall otherwise agree in writing, the Recipient shall not amend, abrogate or waive any provision of the Operations Manual.

D. 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.

E. Safeguards

1. The Recipient shall ensure that all activities carried out under the Project are consistent with the Association’s social and environmental safeguards 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, the ESMF and any other Safeguards Documents required under the Project.

4. If any Project activity would, pursuant to the RPF, require the preparation of a RAP, no such activity shall be implemented, unless: (a) a RAP for such activity has been: (i) prepared in accordance with the requirements of the RPF and furnished to the Association; (ii) approved by the Association; and (iii) publicly disclosed as required by the RPF; and (b) (i) 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; (ii) 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 (iii) the Association has confirmed that the implementation of said activity may be commenced.
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 Safeguards 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 Safeguards Documents, giving details of: (a) measures taken in furtherance of the Safeguards Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Documents; and (c) remedial measures taken or required to be taken to address such conditions.

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

F. Anti-Corruption

Without limitation on the provisions of Part A of this Section, the Recipient shall carry out the Project 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 one 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 EUR)</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, Operating costs, and Training for the Project</td>
<td>55,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Refund of Preparation Advance</td>
<td>1,800,000</td>
<td>Amount payable pursuant to Section 2.07(a) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>56,800,000</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 June 30, 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 March 15 and September 15:</td>
<td></td>
</tr>
<tr>
<td>commencing September 15, 2023 to and including March 15, 2043</td>
<td>1.65%</td>
</tr>
<tr>
<td>commencing September 15, 2043 to and including March 15, 2048</td>
<td>3.40%</td>
</tr>
</tbody>
</table>
APPENDIX

Definitions

1. “Affected 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.

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. “AGEROUTE” means Agence de Gestion des Routes, the Recipient’s road management agency.

4. “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.

5. “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.

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

7. “Delegation Agreement” means an agreement referred to in Section 1.A.3 of Schedule 2 to this Agreement to be entered into between the Recipient and AGEROUTE for the implementation of Part 3 of the Project.

8. “ESMF” means Environmental and Social Management Framework, the framework disclosed in the Recipient’s territory on March 7, 2018, and on the Association’s website March 13, 2018, 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.

10. “MARD” means Ministère de l’Agriculture et du Développement Rural the Recipient’s ministry of agriculture and rural development.

11. “MICENUP” means Ministère de la Communication et de l’Économie Numérique et de la Poste, the Recipient’s ministry of communication and digital economy and post.

12. “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 and office equipment; 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.

13. “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 on behalf of the Recipient on October 27, 2017.


15. “RAP” or “Resettlement Action Plan” 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 Affected 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 Association; and “RAPs” means, collectively, all such RAP.

16. “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 March 7, 2018 and on the Association’s website on March 13, 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
Association, and such term includes any schedules to such document.

17. “Safeguards Documents” means the ESMF and the RPF, as well as any other
environmental and social safeguards instrument that may be required under the
Project Implementation Manual for the implementation of the Project.

18. “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.

19. “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.