Financing Agreement

(Second Phase of the West Africa Regional Communications Infrastructure Program – Mauritania Project)

between

ISLAMIC REPUBLIC OF MAURITANIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated 20th June, 2013
AGREEMENT dated 20 mh, 2013, entered into between the ISLAMIC REPUBLIC OF MAURITANIA (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS (A) the Association, by extending since 2011 successive financial assistance to the Republic of Liberia, the Republic of Sierra Leone, Burkina Faso, the Republic of The Gambia, the Republic of Guinea and the Republic of Benin, has provided support to precedent activities under the first phase of the West Africa Regional Communications Infrastructure Program (“Program”), a Program designed to support populations, businesses and governments across the West Africa region to have access to quality and affordable information and communication technology services on open, transparent and non-discriminatory terms;

(B) the Recipient, having satisfied itself as to the feasibility and priority of the project (“Project” as described in Schedule 1 hereto) under the second phase of the Program, has requested the Association to assist in the financing of the Project; and

(C) the European Investment Bank (the “Co-financier”) intends to make available financial assistance to the Recipient in an amount equivalent to nineteen million two hundred thirty-seven thousand five hundred Dollars ($19,237,500) (“Co-financing”, as further defined in the Appendix to this Agreement) to assist the Recipient in financing part of the cost of Part 1 (a) of the Project on the terms and conditions set forth in the co-financing agreement to be entered into between the Recipient and the Co-financier (the “Co-financing Agreement”, as further defined in the Appendix to this Agreement);

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to extend the credit provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement;

NOW THEREFORE 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 Preamble or in the Appendix to this Agreement.
ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to twenty million one hundred thousand Special Drawing Rights (SDR 20,100,000) ("Financing") to assist in financing the Project.

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 Financing Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are March 15 and September 15 in each year.

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

2.07. The Payment Currency is the Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (i) pursuant to the Main Contractual Agreement, cause Part 1 (a) of the Project to be carried out by the Holding Company for Digital Assets; and (i) carry out Parts 1 (b), 2 and 3 of the Project through the PIU in the MDEFPNT, all 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 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) The Holding Company for Digital Assets or the IMT, as the case may be, shall have failed to perform any of its obligations under, respectively, the Main Contractual Agreement or the Delegated Contractual Agreement.

(b) As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Holding Company for Digital Assets or the IMT, as the case may be, will be able to perform any of its obligations under, respectively, the Main Contractual Agreement or the Delegated Contractual Agreement.

(c) The Recipient or any other authority having jurisdiction shall have taken any action for the dissolution or disestablishment of the Holding Company for Digital Assets or the IMT, as the case may be, or for the suspension of its operations.

(d) The Holding Company for Digital Assets’ Legislation or the IMT’s Legislation, as the case may be, shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Holding Company for Digital Assets or the IMT, as the case may be, to perform any of its obligations under, respectively, the Main Contractual Agreement or the Delegated Contractual Agreement.


4.03. The Additional Events of Acceleration consist of the following:

(a) Any event specified in paragraph (a) of Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Association to the Recipient.

(b) Any event specified in paragraphs (c) and (d) of 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. 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 Minister responsible for economy.

6.02. The Recipient’s Address is:

Ministère des Affaires Economiques et du Développement
BP 238
Nouakchott
Islamic Republic of Mauritania

Facsimile:
(222) 45-25-33-35

6.03. The Association’s Address is:

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

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) (1) 202-477-6391
Washington, D.C.
AGREED at N'Dar Ouljet, 15th January, 1977, as of the day and year first above written.

ISLAMIC REPUBLIC OF MAURITANIA

By

Authorized Representative

Name: Sidi Ould Ilyas

Title: MAEO

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Vera Songwe

Title: C. Director
SCHEDULE 1

Project Description

The objective of the Project is to increase the geographical reach of broadband networks and to reduce costs of communications services in the Recipient’s territory.

The Project constitutes the second phase of the Program, and consists of the following parts:

Part 1: Supporting Connectivity

Carrying out of an integrated program to improve regional connectivity on the basis of an Open Access principles and the operation of a PPP structure so as to leverage private sector investment, encompassing:

(a) the building of approximately 1600 kilometers of four (4) fiber optic missing links (Nouakchott-Atar-Choum, Rosso-Boghe Kaedi-Selibaby-Kifia, Aioun-Nema, and Selibaby (directly or indirectly to)-Mali border) to provide redundancy connectivity for cross-border links towards ECOWAS and towards North Africa, as well the dissemination of international connectivity to most of the Recipient’s provincial capitals contributing hereby to reducing the urban/rural divide in the sub-region, and of an Internet Exchange Point/Carrier Hotel/Datacenter technical building;

(b) the equipping and operation of the Internet Exchange Point to be built under Part 1 (a) of the Project.

Part 2: Creating an Enabling Environment for Connectivity

Carrying out of a comprehensive technical advisory and capacity building program to support activities identified in light of the strategic projects to be carried out under the 2012-2016 Strategy for ICT and Modernization of Public Service, and encompassing the provision of consultants’ services and Training for purposes of supporting:

(a) the implementation of the Open Access regime and PPP structure in the setting up and operation of the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building to be developed under Part 1 (a) of the Project, including the provision of transaction/legal, regulatory and economic/financial support and the drafting of the technical tender for the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building;
(b) the Recipient’s key regulatory priorities, entailing the development of the technical, financial, and operational conditions to access existing fibers, the definition of fiber interconnection and sharing regulation tools and a reference offer for international connectivity, the formulation of cost models for interconnection (fixed and mobile) and for broadband wholesale offers (including facility sharing, definition of the relevant markets, and approval of the interconnection catalogue), and the setting up an observatory of the telecoms/ICT sector through the collection and dissemination of market data;

(c) the setting up of the Internet Exchange Point under Part 1 (b) of the Project, through the design of a management policy for "mr" domain name;

(d) the definition of broadband stimulation strategies and the drafting of an associated action plan for implementation;

(e) the carrying out of a sector fiscal study;

(f) the development of the institutional and operational capacities of MDEFPNT and other Project beneficiaries in policy and regulation, including delivery of Training; and

(g) the supervision and evaluation of the works to be carried for the building of the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building under Part 1 (a) of the Project.

Part 3: Project Implementation

Strengthening of the Recipient’s capacity to implement the Project, including in: (i) the setting up of the Project Implementation Unit, through the financing of refurbishment, up to four (4) vehicles, office equipment, Operating Costs, and Training of PIU staff on the Association’s procurement and financial management guidelines and other aspects of Project implementation; (ii) the carrying out of environmental and social studies, including their implementation and/or the monitoring of their implementation, and (iii) the carrying out of Project audits and monitoring and evaluation activities under the Project to ensure appropriate actions are in place to support efficient data collection.
Section I. Implementation Arrangements

A. Institutional Arrangements

1. MDEFPNT - the Project Implementation Unit

(a) The Recipient, through its MDEFPNT, shall ensure the overall responsibility for smooth Project implementation, coordination with the Association and the Co-financer, and supervision of the Project is carried out by the Project Implementation Unit with due diligence and efficiency. To this end, the Recipient shall maintain the Project Implementation Unit throughout Project implementation under terms of reference satisfactory to the Association and with staff and resources adequate to enable it to carry out its responsibilities under the Project. The PIU shall be headed by a Project coordinator, assisted by a deputy coordinator, whom shall both: (i) report directly to the minister in charge of new technologies; (ii) be directly responsible for the implementation of the 2012-2016 Strategy for ICT and Modernization of Public Service; and (iii) carry out their responsibilities under terms of reference satisfactory to the Association. The PIU’s composition shall include a core Project team consisting of technical expert (also in charge of monitoring and evaluation, including environmental and social safeguards), a procurement specialist, a financial and administration specialist, an accountant and an assistant.

(b) The PIU shall be responsible, inter alia, for: (i) day-to-day activities under the Project, in particular procurement and monitoring, in accordance with the provisions of the Project Implementation Manual and the Manual of Administrative and Accounting Procedures; (i) maintenance of a management information system for tracking progress under all Project subcomponents, both in terms of financial performance and in terms of meeting implementation targets and monitoring the performance of all contractors under the Project; and (iii) preparation of AWP&Bs in accordance with the provisions of Section G of this Section I and the Procurement Plan under the Project.

(c) To ensure the success of the Project, the Recipient shall: provide to the PIU, throughout Project implementation: (i) adequate office space out of charge in the vicinity of the office where the PIU coordinator carries out his/her daily work responsibilities at the MDEFPNT; and (ii) the resources necessary to enable the PIU to carry out its responsibilities under the Project by means of punctual deposits, in a manner satisfactory to the Association and into an account acceptable to the Association: (A) not later than June 30, 2013, an amount of not less than MRO 12,000,000; (B) not later than September 30, 2013, an amount of
not less than MRO 36,000,000; and (C) not later than, respectively, each of May 31, 2014, May 31, 2015, May 31, 2016 and May 31, 2017, an amount of not less than MRO 48,000,000.

2. **National Connectivity Steering Commission**

(a) To ensure effective coordination among all Project beneficiaries, in particular among the MDEFPNT, ARE and APAUS, and the timely involvement of other governmental stakeholders in Project implementation and oversight, the Recipient shall maintain throughout Project implementation the National Connectivity Steering Commission under terms of reference satisfactory to the Association and vested with the responsibility of providing overall policy and strategic direction as well as general Project oversight and overall operative guidance. The National Connectivity Steering Commission shall be comprised at all times of representatives of the MDEFPNT, ARE and APAUS as well as the PIU coordinator. The National Connectivity Steering Commission shall meet at least once every semester.

(b) The Recipient shall maintain, throughout Project implementation and under terms of reference satisfactory to the Association, the Technical Team to assist the National Connectivity Steering Commission in the smooth implementation of the Project. The Technical Team shall: (i) be attached to the National Connectivity Steering Commission; (ii) comprise the deputy coordinator and, among others, the focal points from the MDEFPNT, ARE and APAUS; and (iii) be vested responsibility for actively contributing its expertise and knowledge to the preparation of terms of reference of the Project documents and their evaluation, and for participating in selection committees under the Project.

**B. Main Contractual Agreement**

1. To facilitate the carrying out of Part 1 (a) of the Project, the Recipient shall have in place a suitable contractual framework to ensure the Financing is used for the intended purposes. To that end, the Recipient shall conclude a contractual agreement ("Main Contractual Agreement") with the Holding Company for Digital Assets whereby the Recipient shall:

(a) transfer to the Holding Company for Digital Assets: (A) on a non-reimbursable basis, the proceeds of the Financing allocated from time to time to Category (1) (a) to finance the building of the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building under Part 1 (a) of the Project to be implemented by the PIU; and (B) the ownership of the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building to be built under Part 1 (a) of the Project;
require the Holding Company for Digital Assets: (A) to carry out Part 1 (a) of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental, marine and social standards and practices satisfactory to the Association, including in accordance with the provisions of the ESIA, the ESMP and/or the RAP, as the case may be, the Project Implementation Manual, the Manual of Administrative and Accounting Procedures, and the Anti-Corruption Guidelines applicable to recipients of credits and grants proceeds other than the Recipient; and (B) to provide, promptly as needed, the resources required for the purpose; and

obtain rights and specify the Holding Company for Digital Assets obligations adequate to protect the interests of the Recipient and those of the Association, including:

(i) the right to suspend or terminate the right of the Holding Company for Digital Assets to use the proceeds of the Financing or to obtain a refund of all or any part of the amount of the Financing then withdrawn, upon the Holding Company for Digital Assets' failure to perform any of its obligations under the Main Contractual Agreement;

(ii) the Holding Company for Digital Assets' obligation to maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with the Monitoring and Evaluation Indicators, the progress of Part 1 (a) of the Project and the achievement of its objective;

(iii) the Holding Company for Digital Assets' obligation: (A) to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, in a manner adequate to reflect the operations, resources and expenditures related to Part 1 (a) of the Project; and (B) at the Recipient's or the Association's request, to 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 Recipient and the Association;

(iv) the right to enable the Recipient and the Association to inspect Part 1 (a) of the Project, its operation and any relevant records and documents; and
(v) the Holding Company for Digital Assets' obligation to prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

2. The Main Contractual Agreement shall contain provisions whereby the Holding Company for Digital Assets is obligated to abide by the relevant provisions of the Anti-Corruption Guidelines. The Recipient shall exercise its rights and carry out its obligations under the Main Contractual Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Main Contractual Agreement or any of their provisions. Notwithstanding the foregoing, if any of the provisions of the Main Contractual Agreement is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

C. Delegated Contractual Agreement

In order to ensure the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building to be built under Part 1 (a) of the Project are operated with due diligence and efficiency and are managed in a manner suitable to ensure services are delivered according to Open Access principles and in a manner satisfactory to the Association, the Recipient shall cause the Holding Company for Digital Assets to enter into a delegated contractual agreement ("Delegated Contractual Agreement") with the IMT whereby the Holding Company for Digital Assets shall:

(a) assign to the IMT full responsibility for the management and operation of the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building to be built under Part 1 (a) of the Project and require the IMT: (A) to operate, and provide services on, the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental, social standards and practices satisfactory to the Association, including in accordance with the provisions of the ESIA, ESMP and/or the RAP, as the case may be, the Project Implementation Manual, the Manual of Administrative and Accounting Procedures, and the Anti-Corruption Guidelines applicable to recipients of credits and grants proceeds other than the Recipient; and (B) to provide, promptly as needed, the resources required for the purpose; and
(a) be paid a fee by the IMT, acceptable to the Association, for the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building built under Part 1 (a) of the Project;

(c) obtain rights and specify the obligations of the IMT adequate to protect the interests of the Recipient and those of the Association, including:

(i) the right to terminate the right of the IMT to operate, and provide services on, the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building built under Part 1 (a) of the Project and to obtain a prompt payment of the fees due and outstanding under the Delegated Contractual Agreement upon the IMT’s failure to perform any of its obligations under the Delegated Contractual Agreement;

(ii) IMT’s obligation to maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of Part 1 (a) of the Project and the achievement of its objective;

(iii) the IMT’s obligation: (A) to 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 1 (a) of the Project; and (B) at the Association’s or the Recipient’s request, to 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 Recipient and the Association;

(iv) the right to enable the Recipient and the Association to inspect Part 1 (a) of the Project, its operation and any relevant records and documents; and

(v) the IMT’s obligation to prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.
2. The Delegated Contractual Agreement shall contain provisions whereby the IMT is obligated to abide by the relevant provisions of the Anti-Corruption Guidelines. The Recipient shall exercise its rights and carry out its obligations under the Delegated Contractual Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Delegated Contractual Agreement or any of their provisions.

D. Anti-Corruption

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

E. Safeguards: Environmental and Social Impact Assessment, Environmental and Social Management Plan, Resettlement Action Plan

The Recipient shall take on its behalf, and ensure the Holding Company for Digital Assets take on its behalf, all action necessary:

(a) (i) to comply with the ESMF and to carry out the ESIA and/or the ESMP, as the case may be, with due diligence and efficiency; (ii) to ensure that the relevant mitigation and monitoring provisions of the ESIA and/or the ESMP, as the case may be, are appropriately included in the works, goods and services contracts to be concluded under Part 1 (a) of the Project and that they are implemented in the carrying out of said Part 1(a); and (iii) to maintain the Recipient and the Association suitably informed of the progress in the implementation of the ESIA and/or the ESMP, as the case may be, through the information to be prepared and furnished to the Recipient pursuant to the provisions of Section II.A.1 of this Schedule; and

(b) (i) to comply with the RPF and to carry out the RAP with due diligence and efficiency and at all times provide the funds necessary therefor; (ii) to adequately monitor and evaluate the carrying out of the activities provided in the RAP in the carrying out of Part 1 (a) of the Project; and (iii) to maintain the Recipient and the Association suitably informed of the progress in the implementation of the RAP through the information to be prepared and furnished to the Recipient pursuant to the provisions of Section I.A.1 of this Schedule.
F. **Project Implementation Manual and Manual of Administrative and Accounting Procedures**

The Recipient, through the PIU, shall: (i) take all action required to carry out the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual and the Manual of Administrative and Accounting Procedures; (ii) submit recommendations to the Association for its consideration for changes and updates of the Project Implementation Manual and Manual of Administrative and Accounting Procedures as they may become necessary or advisable during Project implementation in order to achieve the objective of the Project; and (iii) not assign, amend, abrogate or waive the Project Implementation Manual, the Manual of Administrative and Accounting Procedures or any of their provisions without the Association’s prior agreement. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual or the Manual of Administrative and Accounting Procedures, as the case may be, is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

G. **Annual Work Program and Budget (AWP&B)**

The Recipient, through the PIU, shall:

(a) prepare a draft AWP&B for each Fiscal Year, setting forth, *inter alia*: (i) a detailed description of planned activities for the Project for the Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;

(b) not later than November 30 immediately prior to each such Fiscal Year, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B taking into account the Association’s views and recommendations thereon; and

(c) adopt, sign and thereafter comply with the final version of the AWP&B in the form approved by the Association not later than December 31 immediately prior to each such Fiscal Year.
H. Training

For the purposes of the Training to be provided under the Project, the Recipient shall:

(a) furnish to the Association for its approval, not later than January 31 of each year, a training program including an explanation of how such training is consistent and conducive to the objective of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;

(b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and

(c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each training and the benefits to be derived therefrom.

I. 2012-2016 Strategy for ICT and Modernization of Public Service

With a view to leverage the new connectivity to be developed under the Project, the Recipient shall take all action required on its behalf to make available to the PIU, not later than January 1, 2014, an amount equivalent to at least one million dollars ($1,000,000) to support the implementation with due diligence and in a timely fashion of activities No. 433 (Mettre en place un Centre National de Données) and No. 435 (Mettre en place un prestataire de certification électronique) of the 2012-2016 Strategy for ICT and Modernization of Public Service.

J. Legal and Regulatory Framework Revisions

The Recipient shall ensure that draft new legislation, satisfactory to the Association, aimed to revise the Recipient’s existing ICT legal and regulatory framework is approved by the Recipient’s Council of Minister not later than September 30, 2013.

K. Tax Exemption

The Recipient shall exempt the contractors, suppliers and/or consultants (or the Recipient shall pay on behalf of the contractors, suppliers and/or consultants) from any taxes, duties, fees, levies and other impositions imposed on the contractors, suppliers and/or consultants under the laws and regulations in effect in the territory of the Recipient in respect of any payments whatsoever made to the contractors, suppliers, and/or consultants in connection with the Project, any equipment, materials and supplies brought into the Recipient’s territory by the contractors, suppliers, and/or consultants for the purpose of carrying out the
Project and which, after having been brought into such territory, will be subsequently withdrawn, any equipment, material and supplies brought into the Recipient's territory by the contractors, suppliers and/or consultants for the purpose of carrying out the Project and which will be consumed therein or will become the property of the Recipient, and any property brought into the Recipient's territory by the contractors, suppliers and/or consultants (other than nationals of the Recipient or permanent residents of the Recipient's territory) for their personal use and which will be consumed therein or subsequently withdrawn therefrom by them upon their departure.

L. Construction Site for Part 1 (a) of the Project

In the event the site chosen for the building, under Part 1 (a) of the Project, of the Internet Exchange Point/Carrier Hotel/Datacenter technical building is not within the premises of the landing station of the Africa Coast to Europe Submarine Cable, the Recipient shall make available to the Holding Company for Digital Assets, in the form of in-kind contribution and free of charge, the piece of land suitable and necessary for the building of the said Internet Exchange Point/Carrier Hotel/Datacenter technical building, both in size and legal and physical condition acceptable to the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress 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 the Monitoring and Evaluation Indicators set forth in the Project Implementation Manual. 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. 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 five (5) months after the Closing Date.
B. Mid-Term Review

The Recipient, through the PIU, shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Monitoring and Evaluation Indicators, the carrying out of the Project and the achievement of the objective thereof;

(b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about August 31, 2015, a report integrating the results of the monitoring and evaluation activities and setting out the measures recommended to ensure the efficient carrying out of the Project and achievement of the objective thereof during the period following such date; and

(c) review with the Association, on or about October 31, 2015, or such later date as the Association shall request, the report referred to in the preceding paragraph (b), and, thereafter, 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 Association’s views on the matter.

C. 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, as part of the Project Report, not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for 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, commencing with the Fiscal Year in which the first withdrawal was made under any of the Preparation Advances for the Project. 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 furtherance of the precedent paragraphs of this Section C, the Recipient shall, not later than four (4) months after the Effective Date: (i) employ an accountant and an external auditor for the PIU under terms of reference satisfactory and with qualifications and experience satisfactory to the Association; and (ii) finalize the installation of an accounting software for the Project satisfactory to the Association.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for 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 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 table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:
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<table>
<thead>
<tr>
<th>Procurement Method</th>
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<tbody>
<tr>
<td>(a) National Competitive Bidding, subject to the modifications set forth in the Annex to this Schedule 2.</td>
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<tr>
<td>(b) Shopping</td>
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<tr>
<td>(c) Direct Contracting</td>
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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 table specifies methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<table>
<thead>
<tr>
<th>Procurement Methods</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality-Based Selection</td>
</tr>
<tr>
<td>(b) Selection under a Fixed-Budget</td>
</tr>
<tr>
<td>(c) Least-Cost Selection</td>
</tr>
<tr>
<td>(d) Selection Based on Consultants' Qualifications</td>
</tr>
<tr>
<td>(e) Single Source Selection of consulting firms</td>
</tr>
<tr>
<td>(f) Sole-source procedures for the Selection of Individual Consultants</td>
</tr>
</tbody>
</table>

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 Financing Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (Exclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Works and goods:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) under Part 1 (a) of the Project</td>
<td>14,200,000</td>
<td>52.5%</td>
</tr>
<tr>
<td>(b) under Part 1 (b) of the Project</td>
<td>150,000</td>
<td>100%</td>
</tr>
<tr>
<td>(c) under Parts 2 and 3 of the Project</td>
<td>70,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Non-consulting services, consultants' services, Operational Costs and Training under Parts 2 and 3 of the Project</td>
<td>4,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Refund of Preparation Advance No. Q 804-MR</td>
<td>1,380,000</td>
<td>Amount payable pursuant to Section 2.07 of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>20,100,000</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 under Category (1) (a), until and unless:

(a) The Recipient (i) shall have adopted the ESIA, ESMP and RAP, as the case may be, and the same documents have been consulted upon and disclosed as approved by the Association; and (ii) shall have verified, through its own staff, outside experts, or existing environmental/social institutions, that the activities under Part 1 (a) of the Project meet the environmental and social requirements of appropriate national and local authorities and that they are consistent with the Association's applicable environmental and social assessment and social review procedures and comply with the environmental and social review procedures set forth in the ESIA, ESMP and RAP, as the case may be, and the Project Implementation Manual;

(b) (A) The Holding Company for Digital Assets has been duly created, registered and made operational in the territory of the Recipient, including through the appointment of its manager and adoption of its shareholders' agreement and its by-laws, in form and substance satisfactory to the Association; and (B) there shall be furnished to the Association an opinion satisfactory to the Association of counsel acceptable to the Association showing that the Holding Company for Digital Assets has been duly created, registered and made operational in the territory of the Recipient and is legally authorized to operate in accordance with the laws of the Recipient;

(c) (A) The legal framework of the IMT, including its legal status, mandate, objective, powers and/or operations, as the case may be, has been modified as required, and the IMT is operational, for the purposes of carrying out Part 1 (a) of the Project on behalf of the Holding Company for Digital Assets in accordance with the provisions of the Delegated Contractual Agreement; (B) the IMT has obtained all necessary authorizations, permits and/or licenses as required for the purpose and pursuant to the applicable legal and regulatory framework; and (C) there shall be furnished to the Association an opinion satisfactory to the Association of counsel acceptable to the Association showing that the IMT has been duly modified and made operational in the territory of the Recipient for the purposes of carrying out Part 1 (a) of the Project and is legally authorized to operate and provide services on Part 1 (a) of the Project in accordance with the laws of the Recipient;
(d) (A) the Main Contractual Agreement, in form and substance satisfactory to the Association, has been entered into between the Recipient and the Holding Company for Digital Assets; and (B) there shall be furnished to the Association an opinion satisfactory to the Association of counsel acceptable to the Association showing that the Main Contractual Agreement has been duly authorized or ratified on behalf of the Recipient and the Holding Company for Digital Assets, and executed and delivered on its behalf, and is legally binding upon the Recipient and the Holding Company for Digital Assets in accordance with its terms; and

(e) (A) the Delegation Contractual Agreement, in form and substance satisfactory to the Association, has been entered between the Holding Company for Digital Assets and the IMT; and (B) there shall be furnished to the Association an opinion satisfactory to the Association of counsel acceptable to the Association showing that the Delegation Contractual Agreement has been duly authorized or ratified on behalf of the Holding Company for Digital Assets and of the IMT, and executed and delivered on their behalf, and is legally binding upon the Holding Company for Digital Assets and the IMT in accordance with its terms.

2. The Closing Date is November 30, 2018.
ANNEX
TO
SCHEDULE 2

For the purposes of following National Competitive Bidding ("NCB") procedures in the procurement of works, goods and non-consulting services to be financed under the Financing, the following modifications and additions shall apply:

1. The procedures shall require that for small contracts, a competitive method be used (e.g., shopping/price comparison);

2. Eligible firms, including foreign firms, shall not be excluded from the competition under any circumstances;

3. No preference margin shall be granted to domestic bidders;

4. Four (4) weeks shall be provided for preparation and submission of bids after the issuance of the invitation for bids or the availability of the bidding documents, whichever is later;

5. The evaluation and award process of alternative bids will be revised to be concordant with the Procurement Guidelines;

6. If the bid which results in the lowest evaluated bid price is seriously unbalanced or front loaded in the opinion of the employer, the evaluation process should be concordant as spelled out in the relevant standard bidding documents published by the Association; and

7. For all procurement of goods and works, the Association’s standard bidding documents or national standard bidding documents, if acceptable to the Association, shall be used and modified in order to meet the exceptions authorized under NCB.
SCHEDULE 3

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Financing 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 on September 15, 2023 to, and including, March 15, 2033</td>
<td>1%</td>
</tr>
<tr>
<td>and commencing on September 15, 2033, to and including, March 15, 2053</td>
<td>2%</td>
</tr>
</tbody>
</table>

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

Definitions

1. "2012-2016 Strategy for ICT and Modernization of Public Service" means the Recipient’s five-year strategy approved by the Recipient’s Council of Minister on March 22, 2012, with the aim of fostering human development (better access to knowledge, better implementation of e-education, better access to information), economic development (improve production and quality of life, increase business efficiency, develop research and development services) and higher efficiency of public service (better access and lower cost of public service, better information technology systems).


3. “APAUS” means the Recipient’s Universal Access Development Agency (Agence de Promotion de l’Accès Universel aux Services), the Recipient’s specialized agency for universal access implementation in telecommunications established and operating since 2001 pursuant to the Recipient’s Law No. 2001-55 dated June 27, 2001, or any successor thereto acceptable to the Association.


5. “AWP&B” means the document setting forth an annual work program and budget to be prepared each year by the PIU (as hereinafter defined) in accordance with the provisions of Section I.G of Schedule 2 to this Agreement.

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

7. “Carrier Hotel” means a secure physical site or building where data communications media converge and are interconnected.


10. "Co-financing" means, for purposes of paragraph 11 of the Appendix to the General Conditions, an amount equivalent to nineteen million two hundred thirty-seven thousand five hundred Dollars ($19,237,500) to be provided by the Co-financier to assist in financing part of the cost of Part 1 (a) of the Project.

11. "Co-financing Agreement" means the agreement to be entered into between the Recipient and the European Investment Bank for the Co-financing.

12. "Datacenter" means a secure physical site or building used to house computer systems and associated components.

13. "Delegated Contractual Agreement" means the agreement referred to in Section I.C of Schedule 2 to this Agreement to be entered into between the Holding Company for Digital Assets (as hereinafter defined) and the IMT (as hereinafter defined) for: (i) the operation, maintenance and commercialization of bandwidth on the national backbone, on a wholesale basis, to licensed operators in the Recipient's territory and in third countries; and (ii) the leasing, to any client, of space in the Internet Exchange Point/Carrier Hotel/Datacenter technical building to be built under Part 1 (a) of the Project.

14. "Displaced Person" means a person who suffers adverse impacts on his or her livelihood as a result of Resettlement (as hereinafter defined).

15. "ECOWAS" means the Economic Community of West African States.

16. "Environmental and Social Impact Assessment" or "ESIA" means a site-specific report, to be prepared by the Recipient in accordance with the parameters laid down in the ESMF (as hereinafter defined) and acceptable to the Association, identifying and assessing the potential environmental and social impacts of the activities to be undertaken under Part 1 (a) of the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures.

17. "Environmental and Social Management Plan" or "ESMP" means a site-specific environmental and social management plan to be prepared by the Recipient in accordance with the parameters laid down in the ESMF (as hereinafter defined) and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the activities to be undertaken under Part 1 (a) of the Project to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.

18. "Environmental and Social Management Framework" or "ESMF" means the environmental and social safeguard framework adopted by the Recipient on March 12, 2013, setting forth the procedures to be used for the preparation and approval of a site-specific Environmental and Social Impact Assessment and/or
Environmental and Social Management Plan for any site where there exists environmental and/or social issues (including on critical natural habitats and physical cultural resources) of a type and scale sufficient to trigger the Association’s safeguard policies.

19. “Fiscal Year” means the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on January 1 and ends on December 31 in each calendar year.


21. “Holding Company for Digital Assets” means the legal entity to be established by the Recipient for the purposes of owning the digital infrastructure: (i) to be built and developed under Part 1 (a) of the Project; (ii) to be built under any other project and the property of which the Recipient wishes to transfer to the Holding Company for Digital Assets; and/or (iii) that the Holding Company for Digital Assets shall construct by itself.

22. “Holding Company for Digital Assets’ Legislation” means, collectively, the laws, any implementation decree, resolutions and/or decisions of the Recipient that have been adopted and approved for the purposes of creating, registering and making the Holding Company for Digital Assets operational, and the Holding Company for Digital Assets articles of incorporation, by-laws and charter.

23. “ICT” means information and communications technology.

24. “IMT” means International Mauritania Telecom, Groupement d’Intérêt Économique, the existing legal entity to be vested responsibility, pursuant to the Delegated Contractual Agreement, for operating and providing services on the backbone links and the Internet Exchange Point/Carrier Hotel/Datacenter technical building to be built under Part 1 (a) of the Project.

25. “IMT’s Legislation” means, collectively, the provisions of Title V of the Recipient’s Commercial Code (Law No. 05/2000 dated January 18, 2000), the applicable provisions of the Recipient’s Law No. 97/009 dated January 21, 1997 on the fiscal and customs regime applicable to public projects, IMT’s Commercial Registration No. 1830/No. 62.118 dated June 2, 2010, the Recipient’s Ministerial Decision No. 0873/MEFPNT dated April 14, 2010 (Attributing License No. 10 to Mauripost) and Ministerial Decision No. 1370/MEFPNT dated June 3, 2010 (Transferring License No. 10 attributed to Mauripost to IMT), IMT’s Charter dated May 2011 and its Internal Regulations, and any amendments thereto, resolutions and/or decisions that the Recipient shall adopt and/or approve, with the Association’s agreement, for the purposes of
making the operations of the IMT consistent and fully compliant with its undertakings, rights and obligations under the Delegated Contractual Agreement.

26. “Internet Exchange Point” and “IXP” means a physical infrastructure through which Internet service providers (as hereinafter defined) will exchange Internet traffic between their networks, reducing the portion of an ISP's traffic which must be delivered via its upstream transit providers, and thereby reducing the average per-bit delivery cost of its service.

27. “Internet Service Provider” and “ISP” mean an organization that provides access to the Internet.

28. “Main Contractual Agreement” means the agreement referred to in Section I.B of Schedule 2 to this Agreement: (i) to be entered into between the Recipient and the Holding Company for Digital Assets; and (ii) pursuant to which the Recipient shall make a portion of the proceeds of the Financing available to the Holding Company for Digital Assets for the purposes of carrying out Part 1 (a) of the Project.

29. “Manual of Administrative and Accounting Procedures” means set of administrative and accounting procedures adopted through the PIU (as hereinafter defined), applicable for the purpose of implementing the Project, as such procedures may be amended from time to time with the prior written agreement of the Association.

30. “Mauripost” means the Mauritanian Post Company (Société Mauritaienne des Postes), Recipient’s national postal operator.

31. “Monitoring and Evaluation Indicators” means the agreed monitoring and evaluation indicators set forth in the Project Implementation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the implementation of the Project and the degree to which the objective thereof is being achieved.

32. “Ministry of Employment, Professional Education and New Technologies” and “MDEFPNT” mean the Ministère Délégué auprès du Ministre d’État à l’Éducation Nationale, chargé de l’Emploi, de la Formation Professionnelle et des Nouvelles Technologies, the Recipient’s ministry responsible for employment, professional education and new technology, or any successor thereto acceptable to the Association.

33. “MRO” means the Mauritanian Ouguiya, the legal currency of the Recipient.
34. “National Connectivity Steering Commission” means the Comité de pilotage du projet de connectivité nationale, the commission referred to in paragraph 2 (a) of Section I.A of Schedule 2 to this Agreement established by the Recipient’s Ministerial Decision No. 679/MDEFPNT dated March 21, 2012, as the same Decision may be modified with the prior approval of the Association.

35. “Open Access” means access to terrestrial or submarine fiber optic systems by operators or service providers (holders of a telecommunications operating license or permit to engage in the provision of telecommunications infrastructure or services) on non-discriminatory, transparent terms (for pricing and non-pricing aspects) and cost-based pricing.

36. “Operational Costs” means the expenditures incurred by the Recipient to finance: (i) the salaries of the staff of the PIU (excluding civil servants) and state contributions thereon; (ii) per diem and travel expenses of the said staff to perform their responsibilities under the Project; (iii) fuel and vehicle maintenance and insurance; (iv) communication technology (including, without limitation, internet and telephone); (v) building security and maintenance; (vi) translation services, photocopies and publications; (vii) bank commissions; and (viii) utilities and office supplies, which Operational Costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.

37. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions and refers to the advance No. Q804-MR granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on January 31, 2012, and on behalf of the Recipient on February 1, 2012.


39. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated April 7, 2013, 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.

40. “Project Implementation Manual” means the Recipient’s set of guidelines and procedures adopted through the PIU (as hereinafter defined), applicable for the purpose of implementing the Project, including in the areas of monitoring and evaluation, coordination, environment and social safeguards, and other provisions related to the institutional organization of the Project, as such guidelines and procedures may be amended from time to time with the prior written agreement of the Association.
41. "Project Implementation Unit" and "PIU" means the unit to be established by the Recipient within the MDEFPNT pursuant to the provisions of paragraph (a) of Section 5.01 of this Agreement.

42. "Public Private Partnership" and "PPP" means an arrangement between one or more public sector entities and one or more private sector entities concerning the financing, ownership, governance and/or operation of the infrastructure to be built and developed under Part 1 (a) of the Project.

43. "Resettlement" means: (i) the involuntary (i.e., an action that may be taken without a person's informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (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 persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.

44. "Resettlement Action Plan" or "RAP" means a site-specific resettlement and rehabilitation action plan to be prepared in accordance with the parameters laid down in the RPF (as hereinafter defined), acceptable to the Association, and to be developed by the Recipient for the Displaced Persons in each site under Part 1 of the Project which involves Resettlement, and covering the following: (i) a baseline census and socioeconomic survey information; specific compensation rates and standards; policy entitlements related to any additional impacts identified through the census or survey; description of Resettlement sites and programs for improvement or restoration of livelihoods and standards of living; an implementation schedule for Resettlement activities; and detailed cost estimate; (ii) measures designed to ensure that the Displaced Persons: (A) are informed about their options and rights pertaining to Resettlement, consulted on, offered choices among, and provided with technically and economically feasible Resettlement alternatives; and (B) provided prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project; (iii) if the impacts include physical relocation, that the displaced persons are: (A) provided assistance (such as moving allowances) during relocation; (B) provided with residential housing, or housing sites, or, as required, agricultural sites for which a combination of productive potential, locational advantages, and other factors is at least equivalent to the advantages of the old site; and (C) offered support after displacement, for a transition period, based on a reasonable estimate of the time likely to be needed to restore their livelihood and standards of living; (iv) affordable and accessible grievance procedures, taking into account the availability of judicial recourse and community and traditional dispute settlement
mechanisms; and (v) provided with development assistance in addition to compensation measures, such as land preparation, credit facilities, training, or job opportunities.

45. "Resettlement Policy Framework" or "RPF" means the resettlement policy framework adopted by the Recipient on March 12, 2013, setting forth, inter alia, a description of the Project and components for which land acquisition and Resettlement are required, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving a site-specific Resettlement Action Plan.

46. "Technical Team" means the Comité technique de connectivité nationale, the team referred to in paragraph 2 (b) of Section 1.A of Schedule 2 to this Agreement established by the Recipient’s Ministerial Decision No. 679/MDEFPNT dated March 21, 2012, as the same Decision may be modified with the prior approval of the Association.

47. "Training" means the expenditures incurred by the Recipient to finance the cost of training, seminars, workshops, and study tours (including abroad) of persons involved in Project-supported activities, including the cost of travel, accommodations 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 and other costs as may be approved by the Association for the purpose.