March 21, 2012

His Excellency Charles Koffi Diby
Minister of Economy and Finance
Ministry of Economy and Finance
Abidjan
Republic of Cote d’Ivoire

Re: COTE D’IVOIRE: Supplemental Advance Agreement for the Preparation of the Proposed Abidjan-Lagos Trade and Transport Facilitation Program – P096407
Project Preparation Advance (PPA) No. 0811-CI

Excellency:

In response to the request for financial assistance made on behalf of Republic of Cote d’Ivoire ("Recipieent"), I am pleased to inform you that the International Development Association ("Association") proposes to extend to the Recipient an advance out of the World Bank’s Project Preparation Facility in an amount not to exceed two hundred thousand Dollars ($200,000) ("Advance") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in financing the activities described in the Annex ("Activities"). The objective of the Activities is to facilitate the preparation of a proposed program designed to reduce trade and transport barriers in the ports and on the roads along the Abidjan-Lagos coastal corridor, of which the Recipient has requested the World Bank’s financial assistance.

The Recipient represents, by confirming its agreement below, that: (a) it understands that the provision of the Advance does not constitute or imply any commitment on the part of IDA to assist in financing the Project; and (b) it is authorized to enter into this Agreement and to carry out the Activities, repay the Advance and perform its other obligations under this Agreement, all in accordance with the provisions of this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature.

Very truly yours,

By Madani Tall
Country Director for Cote d’Ivoire
Africa Region

The PPA number is assigned by LOA.
AGREED:
[NAME OF RECIPIENT]

By: DIBY Koffi Charles

Name: ____________________________
Title: _____________________________
Date: 23 MARS 2012

Enclosures:

(1) "Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility", dated January 15, 2008;
(2) "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006;
(3) "Guidelines: Procurement under IBRD Loans and IDA Credits", published by the World Bank in May 2004 and revised in October 2006;
(4) "Guidelines: Selection and Employment of Consultants by World Bank Borrowers", published by the World Bank in May 2004 and revised in October 2006;
Article I
Standard Conditions; Definitions


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

Article II
Execution of the Activities

2.01. Description of the Activities. The Activities for which the Advance consist of the following parts:

Operating costs of the Project Coordination Unit (PCU)

2.02. Execution of the Activities Generally. The Recipient declares its commitment to the objectives of the Activities. To this end, the Recipient shall carry out the Activities in accordance with the provisions of (a) Article II of the Standard Conditions, (b) this Article II, and (c) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006.

2.03. Monitoring, Reporting and Evaluation of the Activities. The Recipient shall monitor and evaluate the progress of the Activities in accordance with the provisions of Section 2.08 of the Standard Conditions.

2.04. Financial Management. (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.09 of the Standard Conditions.

(b) The Recipient shall ensure that interim un-audited financial reports for the Activities are prepared and furnished to the World Bank not later than one month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Sections 2.09 (b) of the Standard Conditions. Such 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 under the Project Preparation Advance was made. The audited

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2 The policy on audits normally requires annual audits (See OP 10.02). However, if the FMS considers that a one time audit is all that is required, an exception to the annual audit requirement may be made with the approval of the FM Regional Manager or the Head of the FMSB (see footnote 6 to OP 10.02). For PAs, the one time audit would normally be included as part of the first audit of the follow on operation.
Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

**Article III**

**Withdrawal of the Advance**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Advance in accordance with the provisions of (a) Article III of the Standard Conditions, (b) this Section, and (c) such additional instructions as the World Bank may 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 World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 100% of Eligible Expenditures consisting of operating costs inclusive of Taxes. For the purposes of this paragraph, the term "Operating Costs" means costs on account of Activities implementation including office supplies, office equipment, maintenance, communication costs, rental expenses, Designated Account bank charges, utilities expenses, consumables, transport, travel and accommodation, per diem, supervision costs and salaries of locally contracted staff, but excluding salaries of the officials of the Recipient's service.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Refinancing Date.** The Refinancing Date is September 15, 2012.

**Article IV**

**Terms of the Advance**

4.01. **Refinancing under the Refinancing Agreement:** If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, then the full amount of the Withdrawn Advance Balance shall be paid to the World Bank as soon as the Refinancing Agreement becomes effective, by means of a withdrawal by the World Bank of such amount of the Refinancing Proceeds, in accordance with the provisions of the Refinancing Agreement.

4.02. **No Repayment in the absence of a Refinancing Agreement:** Notwithstanding any provision to the contrary in the Standard Conditions, if, on or before the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, or if, by such date or at any time thereafter, it has been so executed but terminates without becoming effective, then the Recipient shall not be obligated to repay the Withdrawn Advance Balance.
Article V
Recipient's Representative; Addresses

5.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 9.02 of the Standard Conditions is Minister of Economy and Finance.

5.02. **Recipient's Address.** The Recipient's Address referred to in Section 9.01 of the Standard Conditions is:

Ministry of Economy and Finance

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5.03. **World Bank's Address.** The World Bank's Address referred to in Section 9.01 of the Standard Conditions is:

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

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