FINANCING AGREEMENT

(Livestock Sector Development Support Project)

between

REPUBLIC OF MALI

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF MALI ("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 grant and a credit, both deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"): (a) an amount equivalent to twenty-one million one hundred thousand Special Drawing Rights (SDR 21,100,000) ("Grant"); and (b) an amount of twenty-five million one hundred thousand Euros (EUR 25,100,000) ("Credit").

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plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.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 Payment Dates are March 1 and September 1 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
2.07. The Payment Currency is Euro.

**ARTICLE III — PROJECT**

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through its Ministry for Livestock and Fisheries 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 Effectiveness Deadline is the date one hundred twenty (120) 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 the Recipient’s minister at the time responsible for finance.

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

(a) the Recipient’s address is:

    Ministry of the Economy and Finance
    P. O. Box 234
    Bamako
    Republic of Mali; and

(b) the Recipient’s Electronic Address is:

    Facsimile:

    +223 20 22 19 14

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:  248423 (MCI)  Facsimile:  1-202-477-6391  E-mail:  skane2@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF MALI

By

Authorized Representative

Name: Dr Roubou Bisse
Title: Minister of Economy and Finance
Date: March 29, 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Souleyna Kane
Title: Country Director
Date: March 29, 2018
SCHEDULE 1

Project Description

The objective of the Project is to enhance productivity and commercialization of non-pastoral animal production in Selected Value Chains, and strengthen the country’s capacity to respond to an Eligible Crisis or Emergency.

The Project consists of the following parts:

Part A: Strengthening of Livestock Services

1. Animal Health and Food Safety

Implementing a program of activities designed to reduce mortalities and morbidities due to animal diseases and to contribute to improved public health and food safety related to animal products, including: (a) development of animal disease prevention and control strategies; (b) strengthening of surveillance systems for priority animal diseases; (c) support for disease awareness campaigns and vaccination programs for select animal diseases; (d) enhancement of diagnostic capacities through the acquisition of laboratory supplies, reagents and consumables, and maintenance and calibration of relevant laboratory equipment; (e) promotion of public health and food safety through enhanced quality control of animal products, development and implementation of control strategies for select diseases, and support for the implementation of the national action plan for antimicrobial resistance; and (f) support for relevant institutes with research facilities.

2. Productivity Enhancement

Enhancing productivity in animal production by increasing the availability of and access to high quality services and inputs for livestock producers, including: (a) genetic improvement by supporting the decentralization and privatization of artificial insemination service delivery, enhancing the capacities to produce and distribute liquid nitrogen, and reinforcing the capacity of private inseminators; (b) animal feed improvement through availability of improved forage seeds, provision of forage equipment, silage development and feed quality control; (c) development and dissemination of technical and economical guidelines for livestock production in the Selected Value Chains; (d) transfer of good agriculture practices in the Selected Value Chains by rolling out innovative extension models and providing relevant training; (e) promotion of fish processing and conservation; (f) human resource capacity development, including specialized training tailored to Selected Value Chains; (g) degree training in veterinary medicine; and (h) construction, rehabilitation, and purchase of equipment for DNV, field border posts and local stations for improved fishery and animal production.
3. **Policy Design and Regulatory Framework**

Strengthening MEP's efficiency and effectiveness by supporting policy formulation and developing relevant legislation for improving the livestock and fisheries regulatory environment, including: (a) updating and/or development of key policies for the livestock and fishery sectors, and the development of norms and quality and safety standards for animal-sourced products; (b) sector studies and public expenditure reviews; and (c) development of MEP's capacities in economic planning and monitoring and evaluation through training and partnerships.

**Part B: Support to Private Investment**

1. **Economic Organization and Incentive Framework**

Creating an environment for promoting investment initiatives for interested stakeholders in the Selected Value Chain, including: (a) capitalization on knowledge of the livestock sector by preparing or updating competitiveness studies and master plans, and reviewing and disseminating information on sector regulations; (b) establishment and/or further strengthening of professional and inter-professional entities; (c) promotion of Selected Value Chain products; (d) facilitation of emergence and development of investment initiatives by prospecting for business opportunities, identifying private investors, and developing framework commercial agreements; and (e) rehabilitation and/or building of critical infrastructures for market access, including culling platforms, markets for livestock, poultry and fish, and milk collection and conservation centers.

2. **Support to Investment Cycle**

Supporting the preparation of business plans required to set up the Productive Partnerships and Micro-Projects, including: (a) provision of technical assistance for the preparation and implementation of business plans for Productive Partnerships and Micro-Projects; (b) strengthening of the capacities of PFIs in developing and providing financial services to the livestock sector; and (c) communication and awareness raising campaigns for Selected Value Chain operators on the financing scheme for the Productive Partnerships and Micro-Projects under Part B.3 of the Project, including awareness campaigns, and information and communication workshops.

3. **Investment Financing**

Providing funding to operators in the Selected Value Chains through the provision of grants for Productive Partnerships and Micro-Projects to increase the
productivity, production, competitiveness and commercialization of livestock products.

Part C: Crisis Prevention and Management, and Project Coordination

1. Crisis Prevention and Management

Implementing a program of activities aimed at supporting crisis prevention and management, including: (a) operationalization of a new unit for crisis prevention and management within MEP through the provision of critical equipment, training, and resources; (b) development and operationalization of crisis prevention and management tools, including the establishment of forums for crisis management and a mechanism to monitor and evaluate crisis management; and (c) contingency emergency response through the provision of immediate response to an Eligible Crisis or Emergency, as needed.

2. Institutional Support and Project Coordination

Providing support to MEP for Project management and coordination, including Steering Committee and Technical Committee meetings, training and purchase of equipment for MEP, knowledge generation and management, communication, procurement and financial management, and Project monitoring and evaluation.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient shall vest in its MEP the responsibility of implementing the overall Project. To that end, the Recipient shall cause the MEP to maintain a PCU, with terms of reference and staffing satisfactory to the Association, to be specifically responsible for: (a) Project management, including monitoring and evaluation, financial management of funds and procurement; (b) preparing Project Reports; (c) communication; and (d) coordination of Project activities with PRAPS-ML project activities.

2. The Recipient shall maintain until the completion of the Project, a Steering Committee with terms of reference and composition satisfactory to the Association, to be responsible for providing guidance for the Project and approving the AWP&B and Project Reports.

3. The Recipient shall maintain until the completion of the Project, a Technical Committee with terms of reference and composition satisfactory to the Association, to be responsible for overseeing and monitoring the Project implementation.

4. The Recipient shall: (a) no later than one (1) month after the Effectiveness Date, hire a national coordinator as head of the PCU, with qualifications and experience and under terms of reference satisfactory to the Association; and (b) maintain, throughout the Project period, such a national coordinator who shall be provided with resources adequate, as per the views of the Association, to carry out Project activities and coordinate Project activities with PRAPS-ML project activities.

5. The Recipient shall, no later than three (3) months after the Effective Date: (a) hire an accountant with qualifications and experience satisfactory to the Association; (b) hire a procurement specialist and provide training, in substance and amount satisfactory to the Association, to the Project’s procurement team, relevant staff of the MEP, and the tender committee members in the Association’s Procurement Regulations; (c) adopt accounting software satisfactory to the Association; and (d) prepare and adopt the PIM, in form and substance satisfactory to the Association.

6. The Recipient shall, no later than six (6) months after the Effective Date: (a) hire an external auditor with qualifications and experience satisfactory to the Association; (b) prepare and validate a manual for managing the CERC;
(c) provide adequate space and equipment for the procurement archive and set up adequate filing system for project records; and (d) designate or recruit an officer responsible for data management.

7. The Recipient: (a) shall prepare and adopt a manual for managing the Productive Partnerships and Micro-Projects ("Productive Partnership and Micro-Project Manual") under Part B.3 of the Project; and (b) except as the Association shall otherwise agree, shall not amend, abrogate or waive any provision of the Productive Partnership and Micro-Project Manual.

8. The Recipient: (a) shall ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail; and (b) except as the Association shall otherwise agree, shall not amend, abrogate or waive any provision of the PIM.

9. The Recipient, through the PCU, shall:

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

(b) not later than November 30 of each Fiscal Year, furnish to the Association for its comments and approval, a Steering Committee-approved AWP&B; and

(c) adopt the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year. The AWP&B may be revised as needed during Project implementation, subject to the Association's prior approval.

B. Counterpart Funding

1. The Recipient shall: (a) open and maintain an account (the Project Account); (b) replenish said account with an amount up to 2,800,000,000 CFA Franc over the life of the Project; (c) annually, deposit into the Project Account, the amount representing the Recipient's counterpart contribution to the Project for the current Fiscal Year consistent with the AWP&B; and (d) ensure that the amounts deposited into the Project Account shall be used exclusively for the purposes of defraying the cost of expenditures incurred for the execution of the Project, and not otherwise financed out of the proceeds of the Financing.
C. **Productive Partnerships**

1. The Recipient shall make PP Grants to Productive Partnerships in accordance with eligibility criteria and procedures acceptable to the Association, which shall include the following:

   (a) No proposed PP shall be eligible for financing under a PP Grant unless the Recipient shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the Association and elaborated in the Productive Partnership and Micro-Project Manual, that:

   (i) the proposed PP: (A) is designed to enhance business relationships between the stakeholders and increase productivity, production, competitiveness and commercialization of applicable livestock produce through the financing of technical assistance, goods, services, training and operating costs required for the PP; (B) is technically feasible and economically and financially viable; and (C) if, pursuant to the Safeguards Documents, one or more plans for the PP are required, such plans have been prepared and approved by the Recipient in accordance with the provisions of the Safeguards Documents; and

   (ii) the proposed PP Beneficiary: (A) is a natural person or legal entity established and operating under the laws of the Recipient with the organization, management, technical capacity and financial resources necessary to carry out the proposed PP; (B) has prepared a satisfactory business plan, including financing plan and budget, and a satisfactory implementation plan for the proposed PP; and (C) has demonstrated the capacity, and has committed, to finance at least 10% of the total estimated cost of the PP out of its own resources if he is male beneficiary, and at least 5% if s/he is a female or a Youth beneficiary.

   (b) Each PP Grant for a PP requiring a safeguard plan as per the Safeguards Documents shall be subject to the Association's prior written approval and shall only be eligible for financing under the Financing if and to the extent approved by Association.

2. The Recipient shall make each PP Grant under a PP Grant Agreement with the respective PP Beneficiary on terms and conditions approved by the Association and in accordance with the Productive Partnership and Micro-Project Manual, which shall include the following:

   (a) The PP Grant shall be made on a non-reimbursable grant basis.
(b) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:

(i) suspend or terminate the right of the PP Beneficiary to use the proceeds of the PP Grant, or obtain a refund of all or any part of the amount of the PP Grant then withdrawn, upon the PP Beneficiary's failure to perform any of its obligations under the PP Grant Agreement; and

(ii) require each PP Beneficiary to:

(A) carry out its PP activities with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Productive Partnership and Micro-Project Manual, Safeguards Documents (and any plan required for PP activities pursuant to the Safeguards Documents), and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;

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

(C) procure the goods and services to be financed out of the PP Grant in accordance with the provisions of Section III of this Schedule;

(D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the PP activities and the achievement of its objectives;

(E) (1) 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 its operations, including the operations, resources and expenditures related to PP activities; and (2) at the Association's or the Recipient'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 Recipient and the Association, and permit
the Association to make such statements as so audited
available to the public, along with the PP Grant
Agreement;

(F) enable the Recipient and the Association to inspect PP
operations and any relevant records and documents; and

(G) prepare and furnish to the Recipient, for the Recipient to
furnish to the Association, all such information as the
Recipient or the Association shall reasonably request
relating to the foregoing.

3. The Recipient shall exercise its rights and carry out its obligations under each PP
Grant 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 any PP Grant Agreement or any of its provisions.

D. Micro-Projects

1. The Recipient shall cause the Delegated Authority to make Micro Grants to Micro-
Project Beneficiaries to finance Micro-Projects in accordance with eligibility
criteria and procedures acceptable to the Association, which shall include the
following:

(a) No proposed Micro-Project shall be eligible for financing under a Micro
Grant to a Micro-Project Beneficiary unless the Recipient shall have
determined on the basis of an appraisal carried out in accordance with
guidelines acceptable to the Association and elaborated in the Productive
Partnership and Micro-Project Manual, that:

(i) the proposed Micro-Project: (A) is designed to improve the
productivity, production, competitiveness and commercialization
of applicable livestock produce through the financing of technical
assistance, goods, services, training and operating costs required
for Micro-Project activities; (B) is technically feasible and
economically and financially viable; and (C) if, pursuant to the
Safeguards Documents, one or more plans for the Micro-Project
are required, such plans have been prepared and approved by the
Recipient in accordance with the provisions of the Safeguards
Documents; and

(ii) the proposed Micro-Project Beneficiary: (A) is a natural person or
legal entity established and operating under the laws of the
Recipient with the technical capacity and financial resources necessary to carry out the proposed Micro-Project; (B) has prepared a satisfactory business proposal, including financing plan and budget, and a satisfactory implementation plan for the proposed Micro Project; and (C) has demonstrated the capacity, and has committed, to finance at least 20% of the total estimated cost of the Micro-Project out of its own resources if he is a male beneficiary, or at least 10% of the total estimated cost of the Micro-Project out of its own resources if s/he is a female or a Youth beneficiary.

2. The Recipient shall cause the Designated Authority to make each Micro Grant under a Micro Grant Agreement with the respective Micro-Project Beneficiary on terms and conditions approved by the Association, and in accordance with the Productive Partnership and Micro-Project Manual, which shall include the following:

(a) The Micro Grant shall be made on a non-reimbursable grant basis.

(b) The Recipient shall obtain rights adequate to protect its interests and those of the Association, including the right to:

(i) suspend or terminate the right of the Micro-Project Beneficiary to use the proceeds of the Micro Grant, or obtain a refund of all or any part of the amount of the Micro Grant then withdrawn, upon the Micro-Project Beneficiary's failure to perform any of its obligations under the Micro Grant Agreement; and

(ii) require each Micro-Project Beneficiary to:

(A) carry out its Micro-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, including in accordance with the provisions of the Productive Partnership and Micro-Project Manual, Safeguards Documents, and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;

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

(C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators
acceptable to the Association, the progress of the Micro-Project and the achievement of its objectives;

(D) enable the Recipient and the Association to inspect the Micro-Project, its operation and any relevant records and documents; and

(E) prepare and furnish to the Recipient, for the Recipient to furnish to the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

3. The Recipient shall cause the Designated Authority to exercise its rights and carry out its obligations under each Micro Grant 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 cause the Designated Authority not to assign, amend, abrogate or waive any Micro Grant Agreement or any of its provisions.

E. Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the Safeguards Documents.

2. Except as the Association shall otherwise agree in writing, and subject to compliance with the same consultation and information disclosure requirements as applied to the adoption of the aforesaid Safeguards Documents in the first instance, the Recipient shall not amend or waive any provision of the Safeguards Documents.

3. Without limitation upon its other reporting obligations under Section II of this Schedule 2, the Recipient shall take all measures necessary to regularly collect and compile, and submit to the Association, as part of the Project Reports, and promptly in a separate report whenever the circumstances warrant, information on the status of compliance with the Safeguards Instruments, providing details of:

(a) the measures taken in furtherance of the Safeguards Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments; and

(c) remedial measures taken or required to be taken to address such conditions.
4. In case of any inconsistency between the provisions of any of the Safeguards Instruments and this Agreement, the provisions of this Agreement shall prevail.

5. The Recipient shall ensure that all advisory, analytical, planning, institutional capacity building, strategizing and such other services, carried out under the Project shall be carried out according to terms of reference, satisfactory to the Association, requiring such services to deliver products which take into account, and are consistent with, the Association's social and environmental safeguard policies.

F. Contingent Emergency Response Arrangements for Part C.1(c) of the Project

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

   (a) No later than six (6) months after project effectiveness, operationalize the crisis prevention and management unit within MEP by defining the unit's mandate.

   (b) No later than six (6) months after project effectiveness, prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of terms of reference for, and resources to be allocated, to the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

   (c) afford the Association a reasonable opportunity to review said proposed operations manual;

   (d) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association ("CERC Operations Manual");

   (e) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
(f) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.

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

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

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

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

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association: (a) each Project Report not later than forty-five days after the end of each calendar semester, covering the calendar semester; and (b) no later than thirty-six (36) months after the first disbursement under the Project, or such later date as may be agreed upon by the Recipient and the Association in writing, the Recipient shall carry out a mid-term review of the Project, covering the progress achieved in the implementation of the Project.

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 finance Eligible Expenditures 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>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services, Trainings, and Operating Costs for Part A, Parts B.1 and B.2, and Parts C.1(a) and (b) and C.2 of the Project</td>
<td>17,500,000</td>
<td>14,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) PP activities and Micro-Projects financed out of the proceeds of PP Grants and Micro Grants under Part B.3 of the Project</td>
<td>7,200,000</td>
<td>6,000,000</td>
<td>100% of amounts paid under PP Grants and Micro Grants for expenditures required for the relevant PP or Micro Project</td>
</tr>
<tr>
<td>(3) CERC Part under Part C.1(c) of the Project</td>
<td>400,000</td>
<td>400,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td>25,100,000</td>
<td>21,100,000</td>
<td></td>
</tr>
</tbody>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

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

   (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed five hundred thousand Euro (€500,000) may be made for payments made prior to this date but on or after September 1, 2017, for Eligible Expenditures under Category (1); or

   (b) for payments made under Part B.3 of the Project under Category (2), unless the Recipient has prepared and adopted the Productive Partnership and Micro-Project Manual in form and substance satisfactory to the Association; or

   (c) for Emergency Expenditures under Part C.1(c) of the Project under Category (3), unless and until the Association has notified the Recipient of its satisfaction that all of the following conditions have been met in respect of said activities:
(i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has implemented any actions which are required to be taken under said instruments, all in accordance with the provisions of Section I.E.3(b) of Schedule 2 to this Agreement, for the purposes of such activities;

(iii) the Recipient’s Coordinating Authority has adequate staff and resources, in accordance with the provisions of Section I.F.1(b) of Schedule 2 to this Agreement, for the purposes of said activities; and

(iv) the Recipient has adopted a CERC Operations Manual in form, substance and manner acceptable to the Association and the provisions of the CERC Operations Manual remain, or have been updated in accordance with the provisions of Section I.F.1(d) of Schedule 2 to this Agreement so as to be appropriate for the inclusion and implementation of said activities under the CERC Part.

2. The Closing Date is June 28, 2024.
### 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 1 and September 1, commencing March 1, 2024 to and including September 1, 2055</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.
APPENDIX

Section I. Definitions

1. “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.

2. “AWP&B” means the annual work program and budget prepared by the Recipient as referred to in Section IA.9 of Schedule 2 to this Agreement.

3. “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.

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

5. “CERC Operations Manual” means the operations manual referred to in Section I. F.1(d) of Schedule 2 to this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section, as said manual may be revised from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.

6. “CERC Part” means Part C.1(c) of the Project.

7. “Coordinating Authority” means the entity designated by the Recipient in the CERC Operations Manual and approved by the Association pursuant to Section I.F.1(b)(i) of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project.

8. “Counterpart Funding” means the financing provided by the Recipient for the purpose of implementing Part A.1 and Parts C.1 and C.2 of the Project, referred to in Section I.B. of Schedule 2 to this Agreement.

9. “Delegated Authority” means a firm that that will enter into a delegated authority contract (maîtrise d'ouvrage déléguée) with the Recipient to carry out technical design, procurement, and fund management for implementing the Micro-Projects under Part B.3 of the Project.

10. “Displaced Persons” means one or more persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or
loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such person(s) must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such person(s).

11. “DNSV” means Direction Nationale des Services Vétérinaires (General Directorate of Veterinary Services) of MEP.

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

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

14. “Environmental and Social Impact Assessment” or “ESIA” means an Environmental and Social Impact Assessment, to be adopted by the Recipient in respect of any activities under the Project, for purposes of implementation of activities under the Project, giving a detailed assessment of potential environmental impacts, together with a survey in each case of the area of influence and an evaluation of alternatives, and highlighting appropriate mitigation, management and monitoring measures required to offset, eliminate or mitigate such impacts, or reduce them to acceptable levels, together with particulars of proposed institutional, monitoring and reporting arrangements required to ensure proper implementation of, and regular feedback on compliance with, the ESIA, as such ESIA may be amended from time to time, subject to the provisions of this Agreement.

15. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s Environmental and Social Management Framework, dated October 24, 2017, issued by or on behalf of the Recipient and publicly disclosed, giving details of the policies and procedures designed to maximize the benefits of the Project, and offset, eliminate or mitigate any adverse social and environmental impacts, or reduce them to acceptable levels, as such ESMF may be amended from time to time, subject to compliance with the provisions of this Agreement.

16. “Environmental and Social Management Plan” or “ESMP” means an Environmental and Social Impact Assessment to be adopted by the Recipient in respect of any activities under the Project, giving details of measures consistent with the ESMF, and designed to facilitate the implementation of measures to offset, eliminate or mitigate any adverse social and environmental impacts, together with particulars of institutional, monitoring and reporting arrangements required to ensure proper implementation of, and regular feedback on compliance
with, the ESMP, as such ESMP may be amended from time to time, subject to compliance with the provisions of this Agreement.

17. "Fiscal Year" or "FY" means the Recipient’s Fiscal Year, starting January 1st and ending December 31st.


19. "Micro Grant" means a grant made or to be made by the PCU out of the proceeds of the Financing to an Individual Producer for a Micro-Project.

20. "Micro Grant Agreement" means an agreement between the PCU and a Productive Partnerships providing for a Micro Grant.

21. "Micro-Project" means a specific development project under Part B.3. of the Project to be carried out by Micro-Project Beneficiary utilizing the proceeds of a Micro Grant.

22. "Micro-Project Beneficiary" means a natural or legal person who is a livestock producer and to whom the PCU has extended a Micro Grant under a Micro Grant Agreement for a Micro Project.

23. "Ministry of Livestock and Fisheries" or "MEP" means the Recipient’s ministry responsible for livestock and fisheries, or any of its successors.

24. "Operating Costs" means incremental expenditures incurred by the Recipient on account of Project implementation, management and monitoring, including: dissemination of Project related information, travel costs, lodging and per diem for field trips related to Project implementation; vehicle rental; supplies and utilities; salaries of contractual staff; mail, advertisement costs, translation costs, commercial bank charges, communication costs, office equipment and maintenance, hardware and software, as such costs shall be agreed with the Association on an annual basis, but excluding salaries of officials and/or employees of the Recipient’s civil service.

25. "Partner Financing Institutions" or "PFI(s)" include commercial banks, commercial banks, credit institutions, decentralized financial institutions, banking intermediaries, and leasing firms.

26. "PP" or "Productive Partnership" means a specific development project under Part B.3. of the Project to be carried out by a PP Beneficiary utilizing the proceeds of a PP Grant.
27. "PP Beneficiary" means a natural person or legal entity which represents a Productive Partnership between livestock business partners, livestock producer organizations or livestock product traders who have collectively developed joint business plans and to whom the PCU has extended a PP Grant under a PP Grant Agreement.

28. "PP Grant" means a grant made or to be made by the PCU out of the proceeds of the Financing to a Productive Partnership.

29. "PP Grant Agreement" means an agreement between the PCU and a Productive Partnerships providing for a PP Grant.

30. "PRAPS-ML" means the Regional Project for Support to Pastoralism in the Sahel for Mali (Projet Régional d’Appui au Pastoralisme au Sahel pour le Mali) (Credit No. 5650-ML), signed between the Recipient and the Association on June 19, 2015.

31. "Procurement Plan" means the Recipient’s procurement plan for the Project, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the Association.

32. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for Borrowers under Investment Project Financing", dated July 1, 2016, revised November 2017.

33. "Productive Partnerships" means groups of individual or organized producers and other stakeholders such as input suppliers, collectors/buyers, processors, transporters, agro-processors and animal breeders who participate in either upstream or downstream production of the Selected Value Chains and who have collectively developed joint business plans.

34. "Productive Partnership and Micro-Project Manual" means the manual to be adopted by the Recipient pursuant to Section 1.A.7 of Schedule 2 to this Agreement, which shall include provisions, inter alia, on eligibility criteria and terms and conditions for PP and Micro-Project activities and their respective Grants, and procedures for preparation, selection, approval and monitoring and evaluation for PP Grants and Micro Grants under Part B.3 of the Project, all of which shall be consistent with the provisions listed under Section 1.C and Section 1.D of Schedule 2 to this Agreement.

35. "Project Coordination Unit" and "PCU" means the Project coordination unit to be created within MEP.
36. "Project Implementation Manual" or "PIM" means the manual to be adopted by the Recipient pursuant to Section I.A.5 of Schedule 2 to this Agreement, which shall include provisions, inter alia, on: (a) day to day execution of Project activities, including administrative, accounting, fiduciary and procurement matters; (b) monitoring and evaluation, reporting, and information of Project activities; (c) elaboration of the procedures for developing and implementing Safeguards Instruments; and (d) such other technical and organizational arrangements and procedures as shall be required for the Project.

37. "Resettlement Action Plans" or "RAPs" mean any Resettlement Action Plan(s) to be adopted by the Recipient in respect of any activities under the Project, giving details of measures consistent with the RPF, and designed to facilitate the compensation and resettlement of Displaced Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, and budget and cost estimates, together with particulars of institutional, monitoring and reporting and grievance redress arrangements required to ensure proper implementation of, and regular feedback on compliance with, the RAP(s), as such RAP(s) may be amended from time to time, subject to compliance with the provisions of this Agreement.

38. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework, dated October 24, 2017, issued by or on behalf of the Recipient and publicly disclosed, describing a program of actions, measures and policies designed to avoid or minimize any adverse impact or hardship to Displaced Persons as a result of the Project or, in the event that such adverse impact or hardship cannot be avoided altogether, provide for the compensation and resettlement of such Displaced Persons, as such RPF may be amended from time to time, subject to compliance with the provisions of this Agreement.

39. "Safeguards Documents" means collectively the ESMF and the RPF.

40. "Safeguards Instruments" means the Safeguards Documents and any safeguard plan developed for any Part of the Project pursuant to said Safeguard Documents, including the ESIA, ESMP, RAP and Social Impact Assessment.

41. "Selected Value Chains" means cattle and small ruminants (meat), poultry (meat and eggs), milk, hog, aquaculture and beekeeping value chains or any other value chains as the Recipient and the Association may agree in writing from time to time.

42. "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.

43. "Social Impact Assessment" or "SIA" means a Social Impact Assessment, to be adopted by the Recipient in respect of any activities under the Project, for purposes
of implementation of activities under the Project, giving a detailed assessment of potential social impacts, and highlighting appropriate mitigation, management and monitoring measures required to offset, eliminate or mitigate such impacts, or reduce them to acceptable levels, together with particulars of proposed institutional, monitoring and reporting arrangements required to ensure proper implementation of, and regular feedback on compliance with, the SIA, as such SIA may be amended from time to time, subject to the provisions of this Agreement.

44. "Steering Committee" means the steering committee shared with PRAPS-ML, and established by the Recipient and referred to in Section I.A.2 of Schedule 2 to this Agreement.

45. "Technical Committee" means the technical committee established by the Recipient and referred to in Section I.A.3 of Schedule 2 to this Agreement.

46. "Training" means the reasonable costs for the following expenditures incurred in providing training or workshops: travel by participants and presenters to the training or workshop site, per diem allowances of such persons during the training or workshop, honoraria for the presenters, rental of facilities, materials, supplies and translation and interpretation services.

47. "Youth" means a male or female beneficiary between 16 and 40 years of age for the purposes of the Productive Partnerships and Micro-Projects under Part B.3 of the Project.