Financing Agreement

(Additional Financing for First Phase of the West Africa Regional Communications Infrastructure Program – Burkina Faso Project)

between

BURKINA FASO

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between BURKINA FASO ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

WHEREAS (A) the Association, by extending financial assistance in 2011 to the Republic of Liberia and the Republic Sierra Leone, has provided support to precedent activities under the first phase of the West Africa Regional Communications Infrastructure Program ("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 I hereto) under the first phase of the Program, has requested the Association to assist in the financing of the Project;

(C) by a financing agreement entered into between the Republic of Guinea ("Guinea") and the Association ("Guinea Financing Agreement"), the Association extended to Guinea a grant in an amount equivalent to twenty-one million Special Drawing Rights (SDR 21,000,000) to assist Guinea in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Guinea Financing Agreement; and

(D) by a financing agreement entered into between the Republic of the Gambia ("Gambia") and the Association ("Gambia Financing Agreement"), the Association extended to Gambia a grant in an amount equivalent to twenty-one million six hundred thousand Special Drawing Rights (SDR 21,600,000) to assist Gambia in financing part of the cost of activities related to the Project on the terms and conditions set forth in The Gambia Financing 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) 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, on the terms and conditions set forth or referred to in this Agreement, a credit in the amount of sixteen million and four hundred thousand Euros (16,400,000 EUR) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“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 is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be 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.

2.05. The Payment Dates are February 15 and August 15 in each year.

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

2.07. The Payment Currency is Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall: (i) carry out Parts 1.1.2, 1.2.3, 1.2.4, 2 and 3 of the Project through the MDENP; and (ii) pursuant to the Contractual Arrangement, cause Part
1.1.1 of the Project to be carried out by the Selected Operator, in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

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 Selected Operator shall have failed to perform any of its obligations under the Contractual Arrangement.

(b) As a result of events which have occurred after the Signature Date, an extraordinary situation shall have arisen which shall make it improbable that the Selected Operator will be able to perform any of its obligations under the Contractual Arrangement.

(c) The Recipient or any other authority having jurisdiction shall have taken any action for the dissolution or disestablishment of the Selected Operator or for the suspension of its operations.

(d) The Selected Operator's Legislation shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Selected Operator to perform any of its obligations under the Contractual Arrangement.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following, namely that the Recipient has recruited two internal auditors for the Project, with qualifications and under terms of reference satisfactory to the Association.

5.02. The Effectiveness Deadline is the date one hundred twenty (120) days after the Signature Date.

5.03. 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 its Minister responsible for Economy and Finance.

6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

   Ministry of Economy, Finance and Development (*Ministère de l'Économie, des Finances et du Développement*)
   03 BP 7050
   Ouagadougou 03
   Burkina Faso

   (b) the Recipient’s Electronic Address is:

   Telex: Facsimile:
   5555 (226) 25-31-27-15

6.03. 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

   (b) the Association’s Electronic Address is:

   Telex: Facsimile:
   248423 (MCI) 1-202-477-6391
AGREED as of the Signature Date.

BURKINA FASO

By

Authorized Representative

Name: Hadjigoute Rosine Soubabou Soumi
Title: Minister of Economy, Finance and Development

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Cheick E. Konaté
Title: Country Manager
For Burkina Faso
SCHEDULE 1

Project Description

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

The Project constitutes the first phase of the Program, and consists of the Original Project, as modified below:

Part 1: Connectivity

1. International Connectivity

   1.1. Supply of bulk international bandwidth capacity to all of the Recipient’s licensed operators, through the purchase of high capacity bandwidth from the Recipient’s neighboring countries to be delivered at the Virtual Landing Point (“VLP”) within the Recipient’s territory and the development of the legal and transaction framework for Public Private Partnerships in connection thereto, including for the tendering process, and encompassing the financing of Lease of Capacity and Operation and Maintenance Costs and the provision of equipment and technical advisory services required for the purpose.

   1.2. Establishment and strengthening of the opened-access Virtual Landing Point and the Internet Exchange Point (“IXP”), through the provision of works, goods and services required to establish and scale-up the points of access and interconnection for operators in the Recipient’s territory to capacity provided by submarine cable network operators and the financing of the Recurrent Costs of the VLP and the IXP.

2. Regional Connectivity

   1.2.1. Development of a fiber link from the Recipient’s capital city of Ouagadougou to the city of Paga on the border with the Republic of Ghana to provide redundancy, security and wider access to low cost capacity, encompassing the financing of the supply and installation contract for the purpose and the provision of technical advisory services for the tendering process.

   1.2.2. Roll-out of the Recipient’s national infrastructure to improve access to communications in the Recipient’s territory, through the provision of works, goods and services, both of consultants and non-consultants, required to install a high-speed government virtual private network to improve uptake and delivery of service for selected governmental institutions located in Ouagadougou.
1.2.3. Building of a telecommunications network between Burkina Faso and the Republic of Benin through the carrying out of a program of civil works and to build a signal tower on the borders of Kourou-Koalou area aiming to transmit signals wirelessly.

1.2.4. Putting in place passive and/or active networks, such as ducts, cables and electronical equipment in the Recipient’s territory.

Part 2: Creation of an Enabling Environment and Strengthening of Institutions for Improved Connectivity

Carrying out of a program of technical assistances and capacity building to strengthen the enabling environment required for the successful implementation of Part 1 of the Project and which allows the operation of international, regional and national infrastructures using PPP frameworks consistent with open access principles and encompassing the provision of services and goods required, including through the following activities:

2.1. Carrying out of the due diligence of the regulatory environment, including the review and analysis of the legal and regulatory enabling environment (sector law, regulations and licenses, competition and cyber-security necessary to support the Project’s activities and objectives).

2.2. Optimization, through the support to be provided by advisers, of the governance, ownership and financing aspects of the operation of the Virtual Landing Point and management of the bandwidth resulting from the access to international connectivity under Part 1.1 of the Project.

2.3. Preparation, consultation and disclosure of the environmental and social studies required for the Project, including the Environmental and Social Management Framework and the Resettlement Policy Framework and the instruments to be developed during Project implementation in accordance with such Frameworks, and financing of Resettlement Costs and the monitoring and evaluation of Resettlement activities.

2.4. Strengthening of the policy making capacity and cross-sector initiatives of the MDENP, through the improvement of the MDENP’s overall competitive enabling environment for the information and communications technology sector and for ensuring the uptake of demand and applications using the capacity available to the Recipient in the future following the improved access to international connectivity under Part 1.1 hereof, and comprising proposals of regulatory actions for broadband development and priority areas where applications are likely to pick up, including through government network and applications, proposals on taxation and broadband services, universal access and digital economy development, the setting up of a regulatory framework governing the sharing of infrastructure and
construction works between various sectors, the creation of geographic databases for ICT infrastructure and provision of support to the NREN, including but not limited to technical assistance and delivery of equipment and hiring of technical and legal advisors as required for the purpose.

2.5. Supporting the setting up of a PPP for the national fiber optic backbone aiming to optimize investment in the national transport and ICT sector.

2.6. Strengthening of the regulatory capacity of ARCEP with the aim to improve ARCEP’s overall competitive market and regulatory environment for the information and communications technology sector, and encompassing: (i) the development of regulatory instruments and the carrying out of studies to ensure broadband/open access and strengthening of regulatory capacity; (ii) the development of key regulatory reforms including inter alia: the regulation of wholesale offers, the implementation of price regulations, the development of cost models and the renewal of the licensing regime; (iii) the implementation of the universal service strategy; and (iv) training, study tours, knowledge exchange and hiring of advisors as required for the purpose.

2.7. Carrying out of capacity building activities aimed at enhancing the capacity of implementing agencies, including: (i) the operationalization of the infrastructure investments made in Part 1 and beyond, and (ii) the regulatory reforms carried out in Part 2 and beyond.

Part 3: Project Implementation

Strengthening of the Recipient’s capacity to implement the Project, including for reinforcement of the operation of the Project Coordination Unit and its suitable staffing with dedicated staff for the Project and for the MDENP, and the provision of vehicles, office space and equipment, as well as the financing of Operational Costs, as required for the purpose.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Ministry of the Development of the Digital Economy and Posts (MDENP) - the Project Coordination Unit

   a. The Recipient, through its MDENP, shall ensure overall coordination (including with the ARCEP), implementation and supervision of the Project is carried out by the Project Coordination Unit with due diligence and efficiency.

   b. To this end, the Recipient shall maintain the Project Coordination 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.

   c. The PCU shall be headed by a Project coordinator who shall report directly to the MDENP's Minister and its composition shall include, at least, a core Project team of procurement and financial management specialists.

   d. The PCU shall work with focal points from the MDENP and ARCEP, and will be responsible for: (i) day-to-day activities under the Project, in particular, procurement and monitoring; (ii) coordination with the Project beneficiaries; (iii) preparation of AWP&Bs in accordance with the provisions of Part E of this Section I of Schedule 2 and the Procurement Plan under the Project; (iv) preparation of draft terms of reference in consultation with focal points; and (v) the dissemination of internal and external audit reports and implementation of their recommendations.

2. Steering Committee

   a. In order to ensure the Project continues to receive priority attention and the required support and oversight from the Recipient, the Recipient, through the MDENP shall maintain throughout Project completion, the Steering Committee with the mission to provide strategic guidance to the MDENP and to ensure effective coordination across various of the Recipient's concerned ministries, departments and agencies and relevant representatives from the private sector.

   b. The Steering Committee shall be chaired by the MDENP’s Secretary General and its composition shall include selected public and private
officials, including but not limited to a representative from the ministry in charge of finance and the ministry in charge of territorial administration.

3. **The Selected Operator**

The Recipient shall maintain in its territory the Selected Operator as a corporate entity, structured as a Public Private Partnership, a special purpose vehicle company or as otherwise determined by such transaction advisers and in all cases acceptable to the Association, for the purposes of:

a. signing the Capacity Purchase Contract;

b. managing the landing of the capacity at the Virtual Landing Point or Point of Presence to be determined for the purposes of Part 1.1.1 of the Project; and

c. selling or distributing capacity to end users in the Recipient’s territory.

4. The Recipient shall, not later than two (2) months after the Effective Date, ensure that the Financial Management Manual for the Project is updated in a manner satisfactory to the Association.

5. The Recipient shall, not later than two (2) months after the Effective Date, upgrade, and, thereafter maintain its accounting software (“TOM2PRO”) for the Project, in a manner acceptable to the Association.

6. The Recipient shall, not later than five (5) months after the Effective Date, update and revise the terms of reference of the external auditor hired under the Original Project, in a manner acceptable to the Association, for the Project.

7. The Recipient’s ministry in charge of territorial administration and decentralization shall no later than one (1) month after the Effective Date, provide the Association with a legal opinion confirming that the activities carried out under Part 1 of this Project do not infringe any international or binational agreements related to border issues between the Recipient and neighboring countries and/or other international organizations.

B. **Contractual Arrangement**

1. To facilitate the carrying out of Part 1.1.1 of the Project, the Recipient shall take all action required: (i) to ensure the proceeds of the Credit allocated from time to time to Category (1) are transferred to the Selected Operator in an efficient and timely manner; and (ii) to have in place a suitable legal framework to ensure the Credit is used for the intended purposes.
2. To that end, the Recipient shall make arrangements to:

a. transfer the proceeds of the Credit allocated from time to time to Category (1) to the Selected Operator, on a non-reimbursable basis, in consideration of the undertaking by the Selected Operator that such amount shall be transferred by the Selected Operator to the operator party to the Capacity Purchase Contract for the purposes of payment of Lease of Capacity;

b. require the Selected Operator: (i) to carry out Part 1.1.1 of the Project 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 ESMF, ESIA, ESMP and/or the RAP, as the case may be, the Project Implementation Manual, and the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; and (ii) to provide, promptly as needed, the resources required for the purpose; and

c. obtain rights and specify the Selected Operator’s obligations adequate to protect the interests of the Recipient and those of the Association, including:

(i) subrogation rights against the operator party to the Capacity Purchase Contract upon the failure of the operator to perform any of its obligations under the Capacity Purchase Contract;

(ii) the right to suspend or terminate the right of the Selected Operator to use the proceeds of the Credit or to obtain a refund of all or any part of the amount of the Credit then withdrawn, upon the Selected Operator’s failure to perform any of its obligations under the Contractual Arrangement;

(iii) the Selected Operator’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 1.1.1 of the Project and the achievement of its objectives;

(iv) the Selected Operator’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 1.1.1 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;

(v) the right to enable the Recipient and the Association to inspect Part 1.1.1 of the Project, its operation and any relevant records and documents; and

(vi) the Selected Operator’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.

3. The Recipient shall ensure that the Selected Operator is obligated to abide by the relevant provisions of the Anti-Corruption Guidelines.

4. The Recipient shall exercise its rights and carry out its obligations under the Contractual Arrangement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit.

5. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Contractual Arrangement or any of their provisions.

C. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the Safeguard Documents. To that end, the Recipient shall:

a. ensure that neither the construction of the Virtual Landing Point and Internet Exchange Points’ points of access under Part 1.1.2 of the Project, the development of the fiber link from the city of Fada to the border of the Kourou-Koalou area, the construction of a transmission tower under Part 1.2.3 of the Project nor the installation of networks under Part 1.2.4 of the Project shall commence until and unless: (i) the Association has approved the ESIA, ESMP, and/or the RAP, as the case may be, and the same documents have been consulted upon and disclosed as approved by the Association; and (ii) it has verified, through its own staff, outside experts, or existing environmental/social institutions, that the activities under Parts 1.1.2, 1.2.3 and 1.2.4 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 safeguard policies and comply with the environmental and social review procedures set forth in the Project Implementation Manual;
b. ensure that no works will take place in the Kourou-Koalou area. To this end, the Recipient shall ensure that no Project personnel carry out any activities in the Kourou-Koalou area, including PCU staff and consultants for any Project related matters;

c. take all measures required on its behalf to carry out, or to ensure that the Selected Operator carries out, the ESMF, ESIA, ESMP, and/or the RAP, as the case may be, in accordance with the provisions of the ESMF and the RPF;

d. ensure that no works involving Resettlement are carried out until: (i) the relevant RAP is prepared, disclosed for consultations, and subsequently adopted and (ii) all compensation required to be paid or other remedial actions required to be taken pursuant to the RAP have been accomplished; and

e. ensure that the relevant mitigation and monitoring provisions of the ESMF, ESIA, ESMP, and/or RAP, as the case may be, are appropriately implemented and that adequate information on how any potential negative impact under Parts 1.1.2 and 1.2.3 and 1.2.4 of the Project has been minimized is suitably included in the Project Reports to be prepared pursuant to the provisions of Section II.A.1 of this Schedule.

2. Without limitation to its other reporting obligations under this Agreement and under Section 4.08 of the General Conditions, the Recipient shall include, in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of said Safeguard Documents, giving details of: (a) measures taken in furtherance of said Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of said Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of said Safeguard Documents.

3. The Recipient shall ensure that all terms of reference for any technical assistance, studies and analytical work under the Project shall be fully consistent with the Association's environmental and social safeguard policies.

4. The Recipient shall maintain, throughout the implementation of the Project, and publicize the availability of, a grievance redress mechanism to hear and determine fairly and in good faith, all complaints raised by Project affected persons in relation to the implementation of the Project, and take all measures necessary to implement the determinations made under such grievance redress mechanism in a manner acceptable to the Association.
D. Project Implementation Manual

1. The Recipient, through the PCU, shall: (i) update and thereafter adopt the Project Implementation Manual no later than three (3) months after the Effective Date; (ii) 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; (iii) submit recommendations to the Association for its consideration for changes and updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objective of the Project; and (iv) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the Association’s prior agreement.

2. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

E. Annual Work Program and Budget (“AWP&B”)

The Recipient, through the PCU, shall:

1. 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;

2. 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

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

F. Training

For the purposes of the training to be provided under the Project and to be delivered through study tours, workshops, seminars, conferences, and on the job training, the Recipient shall:

1. 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 objectives of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;

2. select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and

3. 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.

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

The Recipient shall furnish to the Association each Project Report not later than one month after the end of each calendar semester, covering the calendar semester.

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 Financing Allocated (expressed in EUR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Lease of Capacity under Part 1.1.1 of the Project.</td>
<td>5,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, Operational Costs, non-consulting services and consultants’ services for the Parts 1.1.2, 1.2.3, 1.2.4,</td>
<td>10,400,000</td>
<td>100%</td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

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

   a. for payments made prior to the Signature Date except for payments up to an aggregate amount not to exceed two million and five hundred thousand Euros (EUR2,500,000) made prior to the Signature Date but on or after January 1, 2018 for Eligible Expenditures under the Project; and

   b. under Category (1), unless and until:

      (i) the Contractual Arrangement, in form and substance satisfactory to the Association, is amended to transfer the proceeds of Category (1) to the Selected Operator for the implementation of Part 1.1.1;

      (ii) there shall be furnished to the Association an opinion, satisfactory to the Association, of counsel acceptable to the Association, showing that the amendment of the Contractual Arrangement has been duly authorized or ratified on behalf of the Recipient and the Selected Operator, and executed and delivered on their behalf, and is legally binding upon the Recipient and the Selected Operator in accordance with its terms; and

      (iii) the Capacity Purchase Contract, in form and substance satisfactory to the Association, has been entered into between the
Selected Operator and a provider for the delivery of the bandwidth to be supplied under Part 1.1.1 of the Project.

c. under Category (3), until and unless the amounts allocated for said Category under the Original Financing Agreement have been disbursed or committed in full.

2. The Closing Date is June 30, 2021.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each February 15 and August 15, commencing August 15, 2024 to and including February 15, 2056.</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 3.03(b) of the General Conditions.
APPENDIX

Section 1. 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. “Capacity Purchase Contract” means the contract to be entered into between the Selected Operator and a selected provider for the delivery of the international bandwidth as per the provision of Part B of Section 1 under Schedule 2 of the Project.

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

4. “Contractual Arrangement” means the agreement entered into between the Recipient and the Selected Operator referred to in Section I.B of Schedule 2 of the Original Financing Agreement pursuant to which the Recipient made a portion of the proceeds of the Credit available to the Selected Operator (as hereinafter defined), which shall be amended in accordance with Section I.B of Schedule 2 of this Agreement.

5. “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 I of the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures.

6. “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 I of the Project to eliminate adverse environmental and social risks and impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.

7. “Environmental and Social Management Framework” or “ESMF” means the environmental and social safeguard framework adopted by the Recipient on June 14, 2017, 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.


9. “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.


11. Information and Communications Technology “ICT”.

12. “Internet Exchange Point” or “IXP” means a physical infrastructure through which Internet service providers (ISPs) 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.

13. “IRU” means indefeasible right of use, the long term lease of a portion of capacity on an international cable, often specified in channels of a given bandwidth.

14. “Lease of Capacity” means the expenditures incurred by the Recipient under Part 1.1.1 of the Project to secure access to international bandwidth from the Atlantic coast to its borders, either by IRU or through refill of capacity from other neighboring countries, which Lease of Capacity is hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.

15. “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 objectives thereof are being achieved.

16. “Ministry of the Development of the Digital Economy and Posts” and “MDENP” mean the Ministère du Développement de l’Economie Numérique et des Postes, the Recipient’s ministry responsible for the information, communications, telecommunications and infrastructure sectors, or any successor thereto acceptable to the Association.
17. "National Research and Education Network" or "NREN" means the Burkina Faso NREN (FasoREN), which intends to promote collaboration between national, regional, international research and education communities.

18. "Operation and Maintenance Costs" means the expenditures incurred by the Recipient to finance repair, maintenance and operation of the infrastructure developed under Part 1.1.1 of the Project, which Operation and Maintenance Costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.

19. "Operational Costs" means the expenditures incurred by the PCU (as hereinafter defined) and the Selected Operator to finance: (i) the salaries of the staff of the PCU (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.

20. "Original Financing Agreement" means the financing for the Original Project between the Recipient and the Association, dated July 4, 2011, as amended to the date of this Agreement. (Grant No. H712)

21. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement.

22. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017

23. "Procurement Plan" means the Recipient's procurement plan for the Project, dated 29 January 2018 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.

24. "Program" means the first phase of the West Africa Regional Communications Infrastructure Program

25. "Project Implementation Manual" means the Recipient's set of guidelines and procedures to be updated through the PCU (as hereinafter defined), applicable for the purpose of implementing the Project, including in the areas of monitoring and evaluation, coordination, financial management (including financial, administrative and accounting procedures, procurement, internal controls and
audits), 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.

26. "Project Coordination Unit" and "PCU" means the unit established by the Recipient, in connection with the Association-financed projects, for the MDENP and its Ministry of Infrastructures and Enclaves pursuant to its Decision No. 2001-044/MIHU/MTT/MOCFB dated September 13, 2001, and referred to in paragraph 1 of Section I.A of Schedule 2 to this Agreement.

27. "Public Private Partnership" and "PPP" means a contractual, governance and financing arrangement between a government agency and one or more private sector entities participating in the Selected Operator.

28. "Recurrent Costs" means the expenditures incurred by the Recipient to finance the VLP's (as hereinafter defined) and the IXP's annual maintenance costs and management fees, which Recurrent Costs are hereby deemed an Eligible Expenditure for purposes of Section 2.05 of the General Conditions.

29. "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.

30. "Resettlement Action Plan" or "RAP" means a site-specific resettlement action plan to be prepared in accordance with the parameters laid down in the RPF (as hereinafter defined), acceptable to the Association, to be developed by the Recipient for each Project site 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) are 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) provision for development assistance in addition to compensation measures, such as land preparation, credit facilities, training, or job opportunities.

31. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework adopted by the Recipient on July 4, 2017, setting forth, inter alia, a brief 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.

32. “Safeguard Documents” means one or more of the following documents: the Environmental and Social Management Framework, the Resettlement Policy Framework, the Environmental and Social Management Plans and the Resettlement Action Plans; each a “Safeguard Document”.

33. “Resettlement Costs” means the expenditures incurred by the Recipient to finance the investment cost of Resettlement under Part 1.1 of the Project, and encompassing the financing of compensation for temporary or permanent disruption of the living environment, socio-economic activities and livelihoods.

34. “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.
35. "Selected Operator" means the legal entity established by the Recipient pursuant to the provisions of paragraph 3 of Section I.A of Schedule 2 to this Agreement for the purposes of carrying out Part 1.1 of the Project.

36. "Selected Operator’s 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 Selected Operator operational, and the Selected Operator’s articles of incorporation, by-laws and charter.

37. "Steering Committee" means the information, communications and technology steering committee referred to in paragraph 2 of Section I.A of Schedule 2 to this Agreement.

38. "Virtual Landing Point" and "VLP" means an international access point open to all licensed operators on transparent and equal terms established under Part 1.1.2 of the Original Project, equal for all commercial purposes to an actual physical landing point of a submarine cable, and essentially a high capacity multiservice router consisting of line terminating equipment, which contains both optical and digital units.