Financing Agreement

Comoros Project under the Fourth Phase of the Regional Communications Infrastructure Program (RCIP-4)-Additional Financing

between

UNION OF THE COMOROS

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
AGREEMENT dated as of the Signature Date between the UNION OF THE COMOROS ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"), for the purpose of: (i) providing additional financing for the Original Project and activities related to the Original Project (as defined in the Appendix to this Agreement); and (ii) amending the Original Financing Agreement as reflected in the Appendix to this Agreement. 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, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement ("Financing") in an amount equivalent to seven million two hundred thousand Special Drawing Rights (SDR 7,200,000) ("Grant") 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 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 Payment Dates are January 15 and June 15 in each year.

2.05. The Payment Currency is the Euro.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (a) carry out Parts 1, 2.2, 2.3 and 3 of the Project through the MoF; and (ii) cause Part 2.1 of the Project to be carried out by the SPV pursuant
to the SPV Agreement and, all in accordance with the provisions of Article V of
the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Events of Suspension consist of the following:

(a) The SPV shall have failed to perform any of its obligations under the SPV
    Agreement.

(b) As a result of events which have occurred after the date of this Agreement,
    an extraordinary situation shall have arisen which shall make it improbable
    that the SPV will be able to perform any of its obligations under the SPV
    Agreement.

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

(d) The SPV Legislation shall have been amended, suspended, abrogated,
    repealed or waived so as to affect materially and adversely the ability of
    the SPV to perform any of its obligations under the SPV Agreement.

ARTICLE V — TERMINATION

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

5.03. 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 VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its Minister of Finance.

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

(a) the Recipient’s address is:

    Ministry of Finance and Budget
    B.P. 324
    Moroni
    Union of the Comoros; and
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; and

(b) the Association’s Electronic Address is:

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

UNION OF THE COMOROS

By

Authorized Representative

Name: SAID ALI SAID CHAHANE
Title: Ministre des finances et du Budget
Date: 19 NOV 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: MARK R. LUNDEN
Title: COUNTRY DIRECTOR
Date: 10-22-2018
The objective of the Project is to support the Recipient’s efforts to lower prices for international capacity and extend the geographic reach of broadband networks.

The Project consists of the Original Project as modified below:

**Part 1: Enabling Environment**

1. Carrying out of a program of technical assistance, capacity building and provision of training aimed to assist the Recipient in the implementation of its 2012 telecommunications strategic roadmap and Communications Act, and thereby contribute to establish an adequate enabling environment for privatization, increased competition and the proposed investments under the Project, through the further promotion of regional market integration in the telecommunications sector, its liberalization (through the award of a second general license and additional ISP licenses), and legal and regulatory reforms required for the preparatory work to gain access to the FLY-LION-3 Submarine Cable, and encompassing: (a) the modernization and harmonization of the sector legal and regulatory framework appropriate for a broadband-enabled environment (including, *inter alia*, privacy/data protection, access to and freedom of information, digital authentication and electronic contracting, cyber-crime and intellectual property) and preparation of legal instruments for facilitating open access to cable infrastructure; (b) capacity building in the areas of policy, legal and regulatory reform of the ICT sector; (c) sector reform and strengthening of the ANRTIC and of MoPTPTT, including through a targeted Training program, and establishment of PPP arrangements for access to the FLY-LION-3 Submarine Cable, through the provision of advice on setting up of a management structure for the fiber optic cable assets under the form of a PPP and the carrying out of the required social and environmental studies and feasibility study for the SPV; (d) implementation of the planned transactions for the sector (introduction of competition and restructuring of Comores Télécom); (e) carrying out of environmental and social studies, feasibility studies and participatory monitoring and evaluation of the Project; and (f) carrying out a demand analysis for the sector for the next few years.

2. Carrying out of a program of technical assistance, capacity building and training, focused on, *inter alia*: (a) achieving full interconnectivity among operators, including the introduction of infrastructure sharing principles; (b) restructuring of Comores Télécom and Comores Cable; (c) facilitating authorization of additional ISPs and closed-used group networks; and (d) achieving efficient and equitable tax relative to the ICT sector.
3. Carrying out a program of technical assistance to develop, implement and manage new government applications, including: (a) facilitating regional benchmarking and study visits; (b) conducting workshops convening key stakeholders and facilitating discussions on issues requiring coordination; (c) provision of training to relevant staff who will manage new applications within the government; and (d) developing the strategy for digitization of government functions.

Part 2: Connectivity

1. Regional Connectivity

Membership and participation of the SPV, on behalf of the Recipient, in the FLY-LION-3 Consortium Submarine Cable, which shall ensure connectivity with the existing EASSy cable in the Recipient's territory, and with either LION-2 in Mayotte, or with LION-1 and EASSy via Madagascar's domestic backbone network, or both, on the basis of open access principles and a PPP structure, through the financing of the Consortium Fee.

2. Advance Purchase of Capacity

(a) Supply of bulk international bandwidth capacity to the Recipient's key targeted users and ISPs at affordable prices, through the advance purchase of bandwidth capacity on the FLY-LION-3 Submarine Cable, EASSy Cable and/or LION-1 or LION-2 Cable and on the domestic network, and encompassing the financing of Lease of Capacity and the provision of the equipment required for the purpose.

(b) Developing: (i) a backbone network for government, and facilitating the use of governmental email address and website, using a country code domain; and (ii) a back-up governmental data center.

(c) Extending bandwidth for central government agencies by acquiring an indefeasible right of use for a minimum of five years.

(d) Facilitating the transfer of the country code top-level domain from Comores Télécorn to ANRTC, the regulator, and developing a multi-stakeholder governance framework.

(e) Strengthening cybersecurity, including provision of foundational cybersecurity tools and processes, including establishing a regional cybersecurity emergency team, and provision of training to government officials to protect the digitized government services and data.

(f) Introducing a basic e-visa system.
Introducing additional eGovernment services, including online business registration, an eCommerce register, an eProcurement platform, a website to allow online filing of taxes, a government interoperability platform and a coordinating agency for eGovernment initiatives.

3. **Promotion of ISPs and an IXP**

   (a) Carrying out of measures to stimulate demand of telecommunication services, including the development and establishment of private ISPs, through the provision of business and technical Training and the development of local content and applications, and the establishment of an open-access, carrier-independent Internet Exchange Point (IXP), through the provision of works, goods and services required to construct the point of access and interconnection for operators in the Recipient’s territory to capacity provided by submarine cable network operators.

   (b) Introducing a dedicated co-working space that provides a conducive environment for ICT business innovation and training.

**Part 3: Project Management**

Strengthening of the Recipient’s capacity for Project management and implementation, encompassing the provision of technical assistance required for: (a) the upgrading and operation of the PIU to ensure suitable staffing, competent and dedicated staff for the Project, the provision of office space and equipment and the financing of Operational Costs required for the purpose; (b) Training; (c) the carrying out of the environmental and social studies required under the ESMF and the RPF and monitoring and capacity building activities under the Project; and (d) the fulfillment of the Recipient’s obligations under this Agreement for auditing, monitoring and evaluation, data collection, reporting and communication.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. CREF

The Recipient, through the MoFB, shall coordinate the Project through the CREF. To that end, the Recipient shall, throughout Project implementation, maintain the CREF, at all times under terms of reference satisfactory to the Association and with staff and resources adequate to enable it to carry out its responsibilities under the Project. The CREF shall in particular: (a) provide overall operative guidance and coordination during Project implementation; and (b) work closely on regulatory issues with the MoPTPTT and ANRTIC.

2. Project Implementation Unit

(a) The Recipient, through the MoF, shall ensure that implementation and supervision of the Project is carried out by the Project Implementation Unit with due diligence and efficiency and under the overall guidance and direction of the RCIP Steering Committee, to which it shall report. To this end, the Recipient shall maintain the Project Implementation Unit throughout Project implementation under terms of reference satisfactory to the Association and with staff and resources adequate to enable it to carry out its responsibilities under the Project. The PIU shall be headed by a Project coordinator operating under the direct leadership of the CREF, and its composition shall include a core Project team of procurement and financial management specialists.

(b) The PIU shall be responsible for: (i) day-to-day activities and fiduciary tasks under the Project, in particular, procurement, financial management, monitoring and evaluation, communications, and environmental support, all with the contribution, as needed, of the MoPTPTT’s and ANRTIC’s expertise and knowledge; (ii) coordination with the Association on Project implementation, with Project beneficiaries to discuss Project progress, and with implementing agencies to monitor performance agreements; (iii) preparation of AWP&Bs in accordance with the provisions of Section I.E of this Schedule, procurement and disbursement plans under the Project, and financial and auditing reports for submission to the Association; and (iv) the preparation of materials related to the Project for public dissemination and coordination of stakeholder inputs and appropriate response.
3. **RCIP Steering Committee**

The Recipient shall maintain throughout Project implementation the RCIP Steering Committee 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, which consist of: (a) the provision of overall operative guidance and direction; (b) fiduciary and governance oversight of the main disbursement areas; (c) identification of synergies and complementarities of activities, and consistency of activities with the Recipient’s information and communications telecommunications policy, (d) approval of AWBP; and (e) monitoring the implementation of the monitoring and evaluation framework for the Project. The Committee shall be chaired by the CREF and shall include representatives of at least the MoPTPTT, ANRTIC, SGG and the Ministry of the Interior, holding meetings at least once every quarter (or on request of the chair, if so required).

**B. SPV Agreement**

The Recipient shall cause the SPV to carry out Part 2.1 of the Project in accordance with the SPV Agreement and the provisions of Section L.B of the Schedule 2 to the Original Financing Agreement.

**C. Project Implementation Manual**

The Recipient shall: (a) take all action required to ensure that the Project is carried out in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual; (b) submit recommendations for the Association’s consideration for changes and updates to the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objectives of the Project; and (c) not assign, amend, abrogate, fail to implement and/or enforce, or waive the Project Implementation Manual or any of its provisions without the Association’s prior agreement. 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.

**D. Safeguards**

1. The Recipient shall take all action necessary:

   (a) to comply with the ESMF and to carry out the ESIA and the ESMP, as the case may be, with due diligence and efficiency; (b) to ensure that the relevant mitigation and monitoring provisions of the ESIA and the ESMP, as the case may be, are appropriately included in the works, goods and services contracts to be concluded under Part 2.1 of the Project and that they are implemented in the carrying out of said Part 2.1; and (c) to
maintain the Recipient and the Association suitably informed of the progress in the implementation of the ESIA and the ESMP, as the case may be, through the information to be prepared and furnished to the Recipient pursuant to the provisions of paragraph 2 of Section II.C of Schedule 2 to the Original Financing Agreement; and

(b) to comply with the RPF and to carry out the RAP with due diligence and efficiency and at all times provide the funds necessary therefor; (i) to adequately monitor and evaluate the carrying out of the activities provided in the RAP in the carrying out of Part 2.1 of the Project; and (ii) to maintain the Recipient and the Association suitably informed of the progress in the implementation of the RAP through the information to be prepared and furnished to the Recipient pursuant to the provisions of paragraph 2 of Section II.C of Schedule 2 to the Original Financing Agreement.

2. The Recipient shall:

(a) ensure that the construction of the infrastructure partially financed through the Consortium Fee under Part 2.1 of the Project does not commence until and unless: (i) the Association shall have 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 shall have verified, through its own staff, outside experts, or existing environmental/social institutions, that the activities under Part 2.1 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 safeguards policies and comply with the environmental and social review procedures set forth in the Project Implementation Manual.

(b) cause the SPV to take all action necessary on its behalf: (i) to carry out the ESIA, ESMP and/or RAP, as the case may be, with due diligence and efficiency; (ii) to ensure that the relevant mitigation and monitoring provisions of the ESIA, ESMP and/or RAP are appropriately included in the works, goods and services contracts to be concluded for the infrastructure partially financed through the Consortium Fee and that they are implemented in the carrying out of said infrastructure; and (iii) to maintain the Recipient and the Association suitably informed of the progress in the implementation of the ESIA, the ESMP and the RAP, as the case may be, through the information to be prepared and furnished to the Recipient pursuant to the provisions of paragraph (c)(vi) of Section I.B.1 of Schedule 2 to the Original Financing Agreement.
E. Annual Work Program and Budget (AWP&B)

The Recipient, through the PIU, shall:

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

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

(c) adopt and sign the final version of the AWP&B in the form approved by the RCIP Steering Committee and the Association 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 training, seminars, workshops and study tours, the Recipient shall:

(a) furnish to the Association for its approval, not later than May 31 and November 30 of each year, a Training program, approved by the RCIP Steering Committee, 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;

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

(c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each Training and the benefits to be derived therefrom.
Section II. **Project Monitoring, Reporting and Evaluation**

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days 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 SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, consultants’ services, Training and Operational Costs under Part 1 of the Project</td>
<td>500,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Goods, works, consultants’ services, Training, Lease of Capacity, and Operational Costs under Parts 2 and 3 of the Project</td>
<td>6,700,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>7,200,000</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) prior to the date of this Agreement; or

   (b) under Category (1), unless the Recipient has, in form and substance satisfactory to the Association, implemented appropriate legal measures to meet the target for authorization of ISPs, as shall be evidenced by the
authorization of at least one additional ISPs, bringing the total to a minimum of four.

2. The Closing Date is June 30, 2021.
APPENDIX

A. Definitions

1. “Annual Work Plan and Budget” and “AWP&B” mean the annual work plan and budget to be prepared on an annual basis by the PIU (as hereinafter defined).

2. “ANRTIC” means the Recipient Autorité Nationale de Regulation Des Technologies de l’Information et de la Communication, the entity responsible for the regulation of the ICT (as hereinafter defined) sector and established and operating pursuant to the Recipient’s decree No. 065/PR dated May 23, 2009, or any successor thereto acceptable to the Association.

3. “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.

4. “Comores Télécom” means the Recipient’s National Telecommunications Company created through the Recipient’s Decree No. 04-002/PR dated February 23, 2004, which separated the former “Société Nationale des Télécommunications des Comores” into Comores Télécom and the “Société Nationale des Postes et des Services Financiers”.


7. “CREF” means the MoF’s (as hereinafter defined) Cellule des Réformes Économiques et Financières, the unit within the Vice-Presidency for Finance responsible for monitoring economic and financial reforms in Comoros pursuant to the Recipient’s Decree No. 07-018/PR dated February 11, 2007, and referred to in paragraph 1 of Section I.A of Schedule 2 to this Agreement.

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

9. “EASSy Cable” means the 10,000 kilometers submarine fiber-optic cable system deployed along the East and South coast of Africa to service the voice, data, video and Internet (as hereinafter defined) needs of the sub-Saharan Africa region, linking the Republic of South Africa with the Republic of The Sudan via landing points in Mozambique, Madagascar, Comoros, Tanzania, Kenya and Djibouti.
10. "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 for the activities under the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures, and including the actions needed to implement these measures.

11. "Environmental and Social Management Framework" or "ESMF" means the environmental and social safeguard framework published in country on December 10, 2012, and adopted by the Recipient on February 2, 2013, setting forth the procedures to be used for the preparation and approval of a site-specific Environmental and Social Impact Assessment and/or Environmental and Social Management Plan (as hereinafter defined) for any site where there exists environmental and/or social issues of a type and scale sufficient to trigger the Association's safeguards policies.

12. "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 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 under of the Project to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.

13. "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.

14. "FLY-LION-3 Submarine Cable" and "Cable" mean the submarine cable system to be constructed, laid and operated by the FLY-LION-3 Submarine Cable Consortium (as hereinafter defined).

15. "FLY-LION-3 Submarine Cable Consortium" and "Consortium" mean the telecommunications consortium to be created to lead the design and the construction of the submarine cable system to connect the islands of Comoros - Mayotte (as hereinafter defined) and/or Madagascar, or any successor in interest acceptable to the Association.


17. "ICT" means information and communications technology.
18. “Internet” means the network of networks that consists of millions of private, public, academic, business, and government networks, of local to global scope, that are linked by a broad array of electronic, wireless and optical networking technologies.

19. “Internet Exchange Point” or “IXP” means a physical infrastructure through which Internet Service Providers (as hereinafter defined) and telecommunications operators exchange Internet traffic between their networks, allowing networks to interconnect directly, via the exchange, rather than through one or more third-party networks.

20. “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.

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

22. “Landing Station Agreement” means an agreement (self-standing or provisions which are part of a construction and maintenance agreement), including all requisite permits, authorizations, approvals, consents and the like required for purposes of the Cable in the territory of any country, to be entered into among the Consortium and the respective operators either in Mayotte and/or Madagascar for the purposes of interconnecting the FLY-LION-3 Submarine Cable with the LION-2 Cable (as hereinafter defined) in Mayotte (as hereinafter defined) and/or Madagascar allowing interconnection with the LION-1 Cable (as hereinafter defined).

23. “Lease of Capacity” means the expenditures incurred by the Recipient to finance non-consulting services under Part 2 of the Project to secure access to international bandwidth from the telecommunications operators and suppliers, 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.

24. “LION Cable” or “LION-1 Cable” means the Lower Indian Ocean Network 1,000 kilometers long submarine communications cable system that connects Madagascar, Réunion (as hereinafter defined), and Republic of Mauritius.

25. “LION-2 Cable” means the complement cable that connects the LION Cable under the sea, lands in Mayotte and then continues to Mombasa, on the Kenya coast, where other cables land.

26. “MoF” means the Recipient’s Ministry of Finance (Ministère des Finances), or any successor thereto.
27. "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 and the SPV (as hereinafter defined) to measure the progress in the implementation of the Project and the degree to which the objectives thereof are being achieved.


29. "Operational Costs" means the expenditures incurred by the Recipient to finance: (i) the salaries of the staff of the PIU (as hereinafter defined) (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.

30. "Original Financing Agreement" means the Financing Comoros Project under the Fourth Phase of the Regional Communications Infrastructure Program (RCIP-4, between the Recipient and the Association dated September 24, 2013 (Grant No. H878-KM).

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

32. "PPP" means a public-private partnership, that is, the contractual, governance and financing arrangements between a government agency and one or more private sector entities participating in the SP.

33. "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.

34. "Project Implementation Unit" and "PIU" means the Project Implementation Unit (established by the Recipient) and operating under the Association-financed Fourth Phase of the Regional Communications Infrastructure Program (RCIP-4) (Grant No. H878-KM).

35. "Project Implementation Manual" means the Recipient's set of guidelines and procedures adopted on May 8, 2013, by the Recipient (through the PIU), and updated on February 2016, 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.

36. “RCIP Steering Committee” means the committee established on December 7, 2012, and operating pursuant to the Recipient’s inter-ministerial Order No. 12/113/MFBECEP and 12/048/MPTNTICCT dated December 7, 2012, as subsequently revised by the inter-ministerial Order No. 13/008/MFBECEP and 13/003/MPTNTICCT dated February 14, 2013, and referred to in paragraph 3 Section I.A of Schedule 2 to this Agreement.

37. “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.

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

39. "Resettlement Policy Framework" or "RPF" means the resettlement policy framework published in-country on December 10, 2012, and adopted by the Recipient on February 2, 2013, setting forth, inter alia, a description of the Project and components for which land acquisition and Resettlement are required, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving a site-specific Resettlement Action Plan.

40. "Réunion" means the island of La Réunion located in the Indian Ocean, east of Madagascar.

41. "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.

42. "SPV" means the Special Purpose Vehicle company to be established by the Recipient for the purposes of carrying out Part 2.1 of the Project.

43. "SPV Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make a portion of the proceeds of the Financing available to the SPV for the purposes of carrying out under Part 2.1 of the Project the infrastructure partially financed through the Consortium Fee.

44. "SPV 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 SPV operational, and including the SPV’s articles of incorporation, shareholders’ agreement, by-laws and charter.

45. "Training" means the expenditures incurred by the Recipient to finance the cost of training, seminars, workshops, and study tours (including abroad) of persons involved in Project-supported activities, including the cost of travel, accommodations and subsistence costs for Training participants, costs associated with securing the services of trainers, rental of Training facilities, preparation and reproduction of Training materials, and other costs directly related to Training
preparation and implementation and other costs as may be approved by the Association for the purpose.

46. “GSG” means the General Secretariat of the Government, or any successor thereto acceptable to the Association.

B. Amendments to the Original Financing Agreement

The Recipient and the Association hereby agree to amend the Original Financing Agreement as follows:

1. The Project description set forth in Schedule 1 to the Original Financing Agreement is modified as set forth in Schedule 1 to this Agreement.

2. The Closing Date set forth in Section IV.B.2 of Schedule 2 to the Original Financing Agreement is established as the date June 30, 2021.