Public Disclosure Authorized

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CREDIT NUMBER 8011-SN

Financing Agreement

(Additional Financing for Senegal Cadastre and Land Tenure Improvement Project)

and

Second Amendment to the Parent Financing Agreement

between

REPUBLIC OF SENEGAL

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 8011-SN

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF SENEGAL ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS:

(A) Pursuant to a financing agreement signed between the Association and the Recipient on June 25, 2021, the Association provided credit no. 6907-SN in an amount of thirty-three million two hundred thousand Euros (EUR 33,200,000) and grant no. D841-SN in an amount of twenty-seven million nine hundred thousand Special Drawing Rights (SDR 27,900,000) to contribute to the financing of the project defined therein ("Parent Financing Agreement").

(B) The Recipient wishes to scale up its program and has requested additional financing from the Association to support such scale up.

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 a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in the amount of thirty-three million nine hundred thousand Euros (EUR 33,900,000), as such amount may be converted from time-to-time through a Currency Conversion (variously, "Credit" and "Financing"), to: (a) assist in financing the project described in Schedule 1 to this Agreement ("Project"); and (b) provide the Rapid Response Option ("RRO").

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 Interest Charge is the greater of: (a) the sum of one and a half percent (1.5%) per annum plus the Basis Adjustment to the Interest Charge; and (b) zero percent (0%) per annum, or such rate as may apply following a Currency Conversion; on the Withdrawn Credit Balance.

2.05. The Payment Dates are April 15 and October 15 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with Section 3.05 of the General Conditions and the repayment schedule set forth in Schedule 3 to this Agreement

ARTICLE III — PROJECT; CONTINGENT EMERGENCY RESPONSE PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project and the Contingent Emergency Response Project ("CERP"). To this end, the Recipient shall: (a) carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement; and (b) shall carry out, or cause to be carried out, the CERP in accordance with Article V of the General Conditions.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely that the Recipient has: (a) amended, waived or terminated its Land Laws or it Decentralization Laws; or (b) otherwise failed to comply with said Land Laws or Decentralization Laws; in any case in a manner which, in the views of the Association, and after having duly considered alternatives suggested by the Recipient, has an adverse impact on the implementation of the Project or on the achievement of the Project's objective.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

5.02. 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 VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is its minister in charge of finance.

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

(a) the Recipient's address is:

Ministère des Finances et du Budget
Rue René Ndiaye x Avenue Carde
BP 4017
Dakar
Republic of Senegal; and

(b) the Recipient's Electronic Address is:

Telex:

221-33822-4195

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.

REPUBLIC OF SENEGAL

By Cheikh Diba

Authorized Representative

Name: Cheikh Diba

Title: Ministre des Finances et du Budget

Date: 04-May-2026

INTERNATIONAL DEVELOPMENT ASSOCIATION

By Clara de Sousa

Authorized Representative

Name: Clara de Sousa

Title: Division Director (DD)

Date: 31-Mar-2026

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the Recipient's capacity for the implementation of its cadastre at a national level; and to increase the number of land rights registered in selected areas.

The Project consists of the following parts:

Part 1: Strengthening Land Institutions and Investing in Geospatial Infrastructure

1.1 **Strengthening Public Sector Capacity for Improved Land Administration Service Delivery**

Capacity-building at the national and subnational level to enhance land administration service, through renovation and/or construction of municipal land bureaus, and financing of related equipment, services upgrade and Training.

1.2. **Facilitating Digital Transformation of Land Administration**

(a) Design, development and deployment of a web-based land information system, including related Training, to support Recipient's municipal land bureaus and professional users in the land service delivery value chain, ensure interoperability of related imaging and land use systems, and improve access to and quality of cadastral data;

(b) consolidating the capacity building of land offices through the establishment of a legal and technological helpdesk to assist with compliance with procedures and the use of the land information system; and

(c) institutionalizing the land information system by expanding its functionalities, and enhancing its security and completeness.

1.3. **Strengthening the National Spatial Data Infrastructure**

Upgrading of Recipient's geospatial infrastructure required for enhanced land management through:

(a) acquisition of satellite and aerial imagery for purposes of georeferencing and registration;

(b) modernization and densification of the geodetic network for accurate land surveying;

(c) strengthening of the Recipient's national spatial data infrastructure to manage, update and disseminate land data, imagery and other geographic datasets, including support to the delimitation of municipal boundaries; and

(d) creating an economic model for the CORS station network.

1.4. Providing support to the establishment of a legal and technological helpdesk to consolidate the capacity of territorial actors, in particular land office officers, local elected officials, and territorial administration staff, in order to provide reliable and sustainable land services locally.

Part 2: Empowering Project-Supported Municipalities to Carry Out Systematic Land Registration Operations

2.1. Technical assistance and capacity-building of Municipalities and local communities, through financing of:

(a) collection and preparation of geospatial, land tenure and related data;

(b) update and review of Recipient's land use and allocation plan, including mapping of existing rights and restrictions and preparation of systemic inventory of land use rights;

(c) registration of land use rights and almost free issuance of land use occupancy titles;

(d) strengthening of land governance and conflict resolution mechanisms;

(e) review of deliberations carried out before the Project for their integration into the land information system; and

(f) the implementation, within the framework of the PRES, of a solution for the accelerated conversion of land use rights into real rights for the benefit of private companies and residential plots in certain municipalities.

Part 3: Sustaining Long-Term Policy Dialogue, Scaling Up Training and Innovation in the Land Sector

3.1. Promoting research and dialogue on land tenure governance innovations, through: (a) preparation of the national land program; and (b) support to existing land sector and research institutions, including operationalization of a multi-stakeholder platform on land.

3.2. Supporting the development of land tenure Training, through:

(a) Training of technical land administration staff on activities under Part 2;

(b) Training of relevant Recipient's MFB and local staff necessary for Project implementation;

(c) development of academic programs on land tenure; and

(d) support to institutions and organizations involved in promoting land tenure security and women's land rights.

3.3. Supporting the research on land issues, the contribution to the dialogue on land reform including by organizing workshops and benchmarking exercises, the provision of technical assistance, and the preparation of the national land program.

Part 4: Project Coordination, Monitoring and Knowledge Management

Support to the Recipient in the areas of Project management, coordination and audit, including fiduciary, accounting, procurement, environmental and social aspects, communications, knowledge management, and monitoring and evaluation, through *inter alia*, Operating Costs and Training necessary for the required purpose.

Part 5: Contingent Emergency Response Component

Provision of immediate response to an Eligible Crisis or Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Recipient, through MFB, shall ensure and have responsibility for the overall implementation and coordination of the Project, including fiduciary, environmental and social aspects, in co-operation with other Recipient's ministries, entities at the local, regional and national levels, Municipalities, civil society, the legal profession, and surveyors corporate organizations, as further defined in the Project Implementation Manual.

2. The Recipient shall maintain, throughout Project implementation, a Steering Committee, supported by qualified and experienced staff in adequate numbers, and under terms of reference and mandate satisfactory at all times during Project implementation to the Association, vested with responsibility to provide strategic oversight on the Project.

3. The Recipient shall maintain, throughout Project implementation, the PIU within MFB, to manage the day-to-day activities for the Project, with staff, resources, terms of reference and mandate satisfactory at all times during Project implementation to the Association.

4. The PIU shall be staffed at all times during Project implementation with among others*:* (a) a national coordinator; (b) a technical coordinator; (c) a procurement specialist; (d) an administrative and financial management specialist; (e) an accounting specialist; (f) a monitoring and evaluation specialist; (g) three land technical experts; (h) an environmental specialist; (i) a gender and social safeguards specialist; (j) a communications specialist; (k) a Training specialist; and (l) support staff; all with terms of reference, qualifications and experience satisfactory to the Association. No later than three (3) months after the Effective Date, the Recipient shall cause the Project Implementation Unit to update the terms of reference of the external auditor in order to extend the scope of its work to cover the activities financed under the Financing, including the issuance of a separate opinion on compliance with the disbursement terms and conditions applicable to the Performance-Based Conditions.

5. The Recipient shall: (a) maintain throughout Project implementation five (5) Regional Committees to ensure consistency of Project activities with Recipient's regional development policies; with mandate and composition satisfactory to the Association; (b) maintain, throughout Project implementation, at least five (5) Regional Implementation Units located in the main cities of the selected Project

areas to support the PIU with regional-level implementation; with mandate and composition satisfactory to the Association; (c) ensure said Regional Implementation Units have at all times during Project implementation the adequate resources, mandate and key staff to oversee Project implementation at the regional level, and report to the PIU and their Regional Committee; and (d) recruit for each said Regional Implementation Unit *inter alia:* (i) a regional coordinator; (ii) an accountant; (iii) a land expert; (iv) a land information system expert; and (v) support staff; all with terms of reference, qualifications and experience satisfactory to the Association.

6. At all times throughout Project implementation, the Recipient shall cause each Municipality to be staffed with at least one (1) land bureau officer, with a mandate and resources satisfactory to implement the Project.

B. Contractual Arrangements

1. To facilitate the proper carrying out of the Project and prior to carrying out any activities involving Municipalities, the Recipient shall enter into a performance contract with each Municipality, under terms and conditions approved by the Association ("Municipality Performance Contract"), pursuant to which among others: (a) the responsibilities of the Municipality in respect of the implementation of the Project are clearly set forth; (b) the Municipality undertakes to carry out said responsibilities 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 Anti-Corruption Guidelines, as they apply to recipients of the Financing other than the Recipient, and the ESCP; and (c) the Municipality undertakes to provide such other assistance to the Recipient for purposes of Project implementation, including access to municipal infrastructure and utilities, in an appropriate and timely manner, as and when required, in order to enable the Recipient to carry out its responsibilities under this Agreement.

2. To facilitate the proper carrying out of Parts 1 and 2 of the Project, the Recipient shall maintain the ANAT Agreement and the DGID Agreement with terms and conditions satisfactory to the Association, pursuant to which among others: (a) the responsibilities of each ANAT and DGID in respect of the implementation on technical aspects of Parts 1 and 2 of the Project are clearly set forth; (b) ANAT and DGID undertake to carry out said responsibilities 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 Anti-Corruption Guidelines, as they apply to recipients of the Financing other than the Recipient, and the ESCP; and (c) provide information and regular reports to the Recipient for purposes of Section II of Schedule 2 to this Agreement.

3. The Recipient shall carry out its obligations and exercise its rights under each Municipality Performance Contract, ANAT Agreement and DGID Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.

4. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Municipality Performance Contract, the ANAT Agreement or the DGID Agreement, or any of their provisions without the prior approval of the Association.

C. Project Implementation Manual, Project Implementation Plan and Field Land Operations Manual

1. The Recipient shall, withing one (1) month from the Effective Date update by including among others a Verification Protocol and related PBCs provisions, and maintain and update as appropriate throughout Project implementation, in form and substance satisfactory to the Association, the Project Implementation Manual, which shall always contain detailed guidelines and procedures for the implementation of the Project, including among others: (a) a Project Implementation Plan; (b) a template Municipality Performance Contract; (c) an outline of the Recipient's Institutional Sustainability Plan; and (d) modalities for: administration and coordination, monitoring and evaluation, financial management, procurement and accounting procedures, environmental and social standards, corruption and fraud mitigation measures, grievance mechanisms, Personal Data collection and processing in accordance with applicable national law and good international practice, roles and responsibilities for Project implementation, and such other arrangements and procedures as shall be required for effective Project implementation.

2. The Recipient shall continue to prepare and adopt a Field Land Operations Manual for the day-to-day implementation of activities under Part 2 of the Project, including modalities, responsibilities, budgeting and sequencing of land registration activities, to be finalized before the Closing Date, in form and substance satisfactory to the Association.

3. The Recipient shall maintain a Project Implementation Plan throughout Project implementation, in form and substance satisfactory to the Association, to include among others Project coordination, management, implementation, monitoring and evaluation, and periodic reporting arrangements and procedures for the Project.

4. At all times during Project implementation, the Recipient shall carry out the Project in accordance with the Project Implementation Manual, the Project Implementation Plan and the Field Land Operations Manual.

5. The Recipient shall ensure that the Project Implementation Manual, the Project Implementation Plan and the Field Land Operations Manual are not amended, suspended, repealed or abrogated without the prior written approval of the Association.

6. In the event of any conflict between the provisions of the Project Implementation Manual, the Project Implementation Plan or the Field Land Operations Manual and this Agreement, the provisions of this Agreement shall prevail.

D. Work Plans and Budgets

1. For purposes of Project implementation, the Recipient shall:

   (a) prepare a draft Work Plan and Budget for each year of Project implementation, setting forth, among others: (i) a detailed description of the planned activities, including any proposed conferences and Training, under the Project for the period covered by the plan; (ii) the sources and proposed use of funds therefor; (iii) procurement and environmental and social arrangements therefor, as applicable and; (iv) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity;

   (b) in a timeline satisfactory to the Association but no later than November 30 of each year of Project implementation and after considering the comments provided by the Association, furnish to the Association for its comments and approval, the draft Work Plan and Budget and, promptly thereafter, finalize the Work Plan and Budget, taking into account the Association's views and recommendations thereon; and

   (c) adopt the final version of the Work Plan and Budget in the form approved by the Association not later than December 31 of said year of Project implementation.

2. Notwithstanding the generality of paragraph 1 immediately above, for purposes of implementation of the first year of the Project, the Recipient shall:

   (a) by no later than one (1) month after the Effective Date, prepare a draft Work Plan and Budget, in accordance with paragraph 1. above;

   (b) promptly furnish the draft Work Plan and Budget to the Association for its review, and promptly thereafter finalize the draft Work Plan and Budget, taking into account the Association's comments thereon; and

   (c) thereafter adopt and carry out such draft Work Plan and Budget for the relevant period as shall have been agreed with the Association, as such plan

may be subsequently revised or updated with the prior written agreement of the Association.

E. Environmental and Social Standards

1. The Recipient shall, and shall cause the Municipalities, ANAT and DGID, to ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.

2. Without limitation upon paragraph 1 above, the Recipient shall, and as appropriate shall cause the Municipalities, ANAT and DGID, to ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:

   (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;

   (b) sufficient funds are available to cover the costs of implementing the ESCP;

   (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and

   (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. The Recipient shall ensure that:

   (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

(b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

F. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:

(a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Credit amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;

(b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;

(c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and

(d) neither the CERC Manual nor the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.

2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Association.

3. The Recipient shall ensure that:

(a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and

(b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.

4. Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for the Contingent Emergency Response Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERC Manual.

5. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

1. 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.

2. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information,

report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures for the Project or the CERP in accordance with the Disbursement and Financial Information Letter; and (b) for the Complementary Financing for the CAT DDO in accordance with the provisions of Section II.A of the relevant Schedule on "Program Actions, Availability of Financing Proceeds" (or such equivalent heading) to the Cat DDO Legal Agreement (including the relevant provisions of any other document that is referred to or forms part of the Cat DDO Legal Agreement), which are hereby incorporated by reference in this Agreement, and which shall apply, *mutatis mutandis*, to the amount of the Credit allocated to the aforementioned Category; all in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consulting services, Operating Costs and Training for the Project (except for Parts 1.4 and 3.3)	29,662,500	0% until Category 1 of the Parent Financing is fully disbursed, thereafter 100%
(2) Goods, works, non-consulting services, consulting services, Operating Costs and Training for the Project under Parts 1.4 and 3.3 of the Project (PBC# 1, 2 et 3)	4 237 500	Up to 100% of expenditures paid upon achievement of PBCs in Schedule 4

Category	Amount of the Credit (expressed in EUR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(3) Eligible Expenditures for the CERP	0	100%
(4) Complementary Financing for the Cat DDO	0	(Not applicable)
(6) Emergency Expenditures under Part 5 of the Project	0	Up to 100%
TOTAL AMOUNT	**33,900,000**	

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; or

(b) for Eligible Expenditures under Category (3), until and unless the Association has notified the Recipient that the conditions set forth in Section 5.15(a) of the General Conditions have been fulfilled;

(c) for Complementary Financing for the Cat DDO under Category (4), until and unless:

(i) the Recipient has furnished to the Association a request to reallocate and thereafter withdraw all or part of the Unwithdrawn Credit Balance for the Complementary Financing for the Cat DDO, and such notice specifies the Cat DDO Legal Agreement; and

(ii) the Association has accepted said request and notified the Recipient thereof, and is satisfied, based on evidence satisfactory to it, that the conditions precedent to withdrawal of the financing provided under the Cat DDO Legal Agreement have been fulfilled.

(d) for Emergency Expenditures under Category (5), unless and until all of the following conditions have been met in respect of said expenditures:

(i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Credit amounts under Category (5); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has adopted the CERC Manual and the Emergency Action Plan, in form and substance acceptable to the Association; and

(iii) the Recipient has prepared and disclosed the necessary environmental and social instruments in accordance with the Environmental and Social Standards.

2. In the event of withdrawal of the Complementary Financing for the Cat DDO, the Recipient shall comply with any provisions on "Deposits of Financing Proceeds/Amounts" and "Audits" (or such equivalent heading) set forth in Section II of the relevant Schedule on "Program Actions, Availability of Financing Proceeds" (or such equivalent heading) to the Cat DDO Legal Agreement (including the relevant provisions of any other document that is referred to or forms part of the Cat DDO Legal Agreement) to the same extent as if such provisions have been set out in full in this Agreement, except that: (a) the terms "Credit", "Grant" or "Financing" (or such equivalent terms) shall be deemed to refer to the amount of the Complementary Financing for the Cat DDO; and (b) the terms "Credit Account", "Grant Account" or "Financing Account" (or such equivalent terms) shall be deemed to refer to the Credit Account for this Credit.

Performance-based Conditions

3. Notwithstanding the provisions of Parts A and B of this Section and except as provided in Paragraphs 4 and 5 below, withdrawals under Category (2) shall be subject to the Recipient's satisfaction of the performance-based conditions set forth in Schedule 4 to this Agreement for PBC 1, PBC 2 or PBC 3 as relevant, and shall be made only after the Association has notified the Recipient of its satisfaction that the relevant Performance-Based Condition (PBC) has been met in accordance with the Verification Protocol, and that a corresponding amount of eligible expenditures has been incurred and paid.

4. Notwithstanding the provisions of part B.3 of this Section, the Recipient may withdraw an amount which shall not exceed the amount specified in the Disbursement and Financial Information Letter, as an advance on the funds allocated to the Categories listed in part B.3 of this Section; provided, however, that if the corresponding performance-based conditions in the opinion of the Association, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by

the Association in accordance with the provisions of the PIM) to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category in part B.3 of this Section shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.

5. Notwithstanding the provisions of part B.3 of this Section, if the performance- based conditions provided in part B.3 above have not been achieved by the date by which the said condition is set to be achieved (or such later date as the Association has established by notice to the Recipient), the Association may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said condition, said lesser amount to be calculated in accordance with the formula set out in the PIM; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said Category to any other Category; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said Category.

6. The Closing Date is January 24, 2029.

Section IV. <u>Other Undertakings</u>

A. Additional Covenants

1. The Recipient shall, not later than three (3) months after the Effective Date, establish and operationalize an online data-sharing platform enabling central and local administrations in the territory of the Recipient to consult and download all aerial and satellite imagery acquired by the Project Implementation Unit at the national level, with appropriate security measures to prevent unauthorized access.

2. The Recipient shall, not later than nine (9) months after the Effective Date, establish and operationalize an online geospatial platform enabling the general public to access and consult all data existing in the Land Information System, with the exception of Personal Data, which shall only become accessible upon the consent of the person concerned.

B. Amendment to the Parent Financing Agreement.

1. Section III.B.2 of Schedule 2 to the Parent Financing Agreement amended to read as follows:

"The Closing Date is July 24, 2027."

SCHEDULE 3

Repayment Schedule

The Recipient shall repay the principal amount of the Credit in accordance with the table set forth below.

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each April 15 and October 15:	
commencing April 15, 2031, to and including October 15, 2050	**2.5%**

* 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.

SCHEDULE 4

Performance-Based Conditions

PBC	**Performance-Based Conditions (PBC)**
PBC#1. Under Part 1.4	A helpdesk which will provide support and training on IT, technical, legal, and social aspects of land administration to Municipalities is created and made operational through: (i) a dedicated place and staff for the helpdesk; (ii) various communication channels with the Municipalities including hotline, chat, email; (iii) a dedicated web page where Municipalities will find documentation, guidelines and support; and (iv) a ticket system that allows tracking each request and its completion status.
Amount PBC#1	**EUR 1 695 000**
PBC#2. Under Part 3.3	**Preparation and technical validation** The Recipient has prepared a national land program, developed in association with all relevant stakeholders, and has completed its technical validation, including confirmation of: (i) the prerequisites for implementation; (ii) the expected sequencing of activities; (iii) the duties and responsibilities of the stakeholders; and (iv) the technical, human, and financial resources required to implement the program.
Amount PBC#2	**EUR 1 271 250**
PBC#3. Under Part 3.3	**Institutional validation** The Recipient has completed the institutional validation of the national land program and has formally adopted it through its competent authorities**.**
Amount PBC#3	**EUR 1 271 250**

APPENDIX

Section I. Definitions

1. "ANAT" means the Recipient's *Agence Nationale pour l'Aménagement du Territoire*, or its legal successor thereto as may be agreed in writing with the Association.

2. "ANAT Agreement" means the agreement with ANAT referred to in Section I.B.2. of Schedule 2 to this Agreement.

3. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 (a) 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. Basis Adjustment to the Interest Charge" means the Association's standard basis adjustment to the Interest 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.

5. "Cat DDO Legal Agreement" means the agreement between the Recipient and the Association or the Bank, as the case may be, for the Cat DDO, whose closing date is after the date when the Recipient requests the withdrawal of the Complementary Financing for the Cat DDO, as further specified by the Recipient in such request for withdrawal.

6. "Cat DDO" means the financing provided under the Cat DDO Legal Agreement with a deferred drawdown option for catastrophe risks.

7. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

8. "CERC Manual" means the manual referred to in Section I.F. of Schedule 2 to this Agreement, as such manual may be updated from time-to-time with the agreement of the Association, and which is an integral part of the Project Implementation Manual.

9. "Complementary Financing for the Cat DDO" means the amount of the Credit allocated to the Category entitled "Complementary Financing for the Cat DDO" in the table set forth in the table in Section III.A of Schedule 2 to this Agreement.

10. "Contingent Emergency Response Part" means any activity or activities to be carried out under Part 6 of the Project to respond to an Eligible Crisis or Emergency.

11. "CORS" means Continuously Operating Reference Station.

12. "DGID" means the Recipient's *Direction Générale des Impots et Domaines*, or its legal successor thereto as may be agreed in writing with the Association.

13. "DGID Agreement" means the agreement referred to in Section I.B.2. of Schedule 2 to this Agreement .

14. "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.

15. "Emergency Action Plan" means the plan referred to in Section I.F. of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.

16. "Emergency Expenditures" means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.F. of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.

17. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated March 11, 2026, as the same may be amended from time-to-time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.

18. "Environmental and Social Standards" or "ESSs" means, for purposes of paragraph 56 of the Appendix to the General Conditions, the standards referenced in said paragraph, effective on October 1, 2018, as published by the Association.

19. "Field Land Operations Manual" means the manual referred to in Section I.C.2. of Schedule 2 to this Agreement.

20. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018 (Last revised on July 1, 2025).

21. "Institutional Sustainability Plan" means the plan adopted by the Recipient under terms of reference and in form and substance satisfactory to the Association, detailing, among others, the costs generated and related modalities for activities related to municipal land bureaus, as well as a feasibility assessment, an action plan, timetable and budget planning allocation for the longer-term sustainability of the Recipient's institutional land framework at the municipal, regional and central level.

22. "IT" means information technology.

23. "Land Information System" means the Recipient's *Système d'Information Foncière Communal (SIFCOM),* a digital land information system established and designed to support municipalities and other relevant public authorities in the recording, management, consultation and processing of land tenure and related geospatial information, including information relating to land rights, deliberations and cadastral operations, based on georeferenced data.

24. "Land Laws" means collectively, the legal and regulatory framework and customary practices admitted or applicable in the Recipient's territory to land tenure and cadastre, including *inter alia:* Law No. 64-46 of June 17, 1964, and its implementing regulations, as it may be amended during Project implementation.

25. "MFB" means the Recipient's Ministry of Finance and Budget, or its legal successor thereto as may be agreed in writing with the Association.

26. "Municipality" means a municipality (*commune*) or similar territorial subdivision within the Recipient's territory participating in the Project. "Municipalities" means the plural thereof.

27. "Municipality Performance Contract" means the understanding entered into between the Recipient and a Municipality and referred to in Section I.B.1. of Schedule 2 to this Agreement.

28. "Operating Costs" means the reasonable incremental expenses incurred by the Recipient on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, *per diem* and supervision costs, and salaries of contracted employees, but excluding salaries of officials of the Recipient's civil service.

29. "Personal Data" means any information relating to an identified or identifiable individual, with the understanding that: (a) an identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other

available information; and that (b) attributes which may be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.

30. "PBC" means Performance-Based Condition, and include PBC 1, PBC 2 or PBC 3; "PBCs" means more than one PBC.

31. "Procurement Regulations" means, for purposes of paragraph 92(a) of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated February 2025.

32. "Project Implementation Plan" means the plan referred to in Sections I.C.1(a) and I.C.3. of Schedule 2 to this Agreement.

33. "Project Implementation Unit" and the acronym "PIU" mean the implementation unit for the Project established by *arrêté* no. 000114 dated January 3, 2020, referred to in Section I.A.3 of Schedule 2 to this Agreement.

34. "Rapid Response Option" or "RRO" means the use of all or any portion of the Credit that has been requested by the Recipient and accepted by the Association in accordance with the terms of this Agreement to: (a) assist in financing the CERP; and (b) provide complementary financing in support of the program defined in the Cat DDO Legal Agreement.

35. "Regional Committee" means a committee referred to in Section I.A.6. of Schedule 2 to this Agreement. "Regional Committees" means the plural thereof.

36. "Regional Implementation Unit" means a regional unit for the Project referred to in Section I.A.6 of Schedule 2 to this Agreement. "Regional Implementation Units" means collectively the plural thereof.

37. "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.

38. "Steering Committee" means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement, established by the Recipient by *arrêté* no. 000114 dated January 3, 2020, responsible for, among other things, the oversight of the implementation of the Project.

39. "Training" means the reasonable costs associated with training under the Project, based on the relevant Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including costs of training materials, space and

equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.

40. "Verification Protocol" means the PBC's verification protocol, as agreed between the Recipient and the Association and included in the PIM, for purposes of: (i) defining the PBC terms and requirements; (ii) listing the documentary evidence to be provided in support thereof; and (iii) providing the verification procedures and responsibilities to certify compliance with/achievement of each PBC, as such verification protocol may be revised, updated or supplemented from time-to-time with the mutual agreement of the Recipient and the Association.

41. "Work Plans and Budgets" has the meaning set forth in Section I.D. of Schedule 2 to this Agreement.