

AMENDMENT NO. 1

TO

GRANT AND IMPLEMENTATION AGREEMENT

BETWEEN

THE MILLENNIUM CHALLENGE CORPORATION

AND

THE GOVERNMENT OF THE REPUBLIC OF CÔTE D'IVOIRE

**FOR THE DEVELOPMENT AND FACILITATION OF IMPLEMENTATION OF A
MILLENNIUM CHALLENGE COMPACT**

Dated October 25, 2024

**AMENDMENT TO
GRANT AND IMPLEMENTATION AGREEMENT**

This AMENDMENT NO. 1 TO GRANT AND IMPLEMENTATION AGREEMENT (this “*Amendment*”), dated October 25, 2024, is made between the Millennium Challenge Corporation (“*MCC*”), a United States Government corporation, and the Government of the Republic of Côte d’Ivoire acting through the Ministry of Finance and Budget (the “*Government*”). The Government and MCC are referred to herein as the “*Parties*” and each, individually, a “*Party*.” Except as otherwise expressly provided herein, capitalized terms used in this Amendment shall have the respective meanings given to such terms in the Agreement (as defined below).

RECITALS

WHEREAS, the Parties entered into that certain Grant and Implementation Agreement dated January, 19 2023, which set out the terms on which MCC provided to the Government a Grant in an amount not to exceed Seven Hundred and Fifty Thousand U.S. Dollars (US\$750,000) to facilitate the development of the Compact (the “*Agreement*”);

WHEREAS, Section 7.9(a) of the Agreement provides that the Agreement may be amended or modified by written agreement of the Principal Representatives;

WHEREAS, the Parties are entering into this Amendment to memorialize their agreement to increase the amount of the Grant as set out under Section 1.1 of the Agreement by an additional amount not to exceed Four Million Four Hundred Thousand United States Dollars (US\$4,400,000), and to amend certain Articles and to modify certain Annexes to the Agreement; and

WHEREAS, management of the Grant and any procurements and contracts under the Grant may be performed by MCC for the benefit of the Government, and subject to MCC’s approval, may be performed by the CFCPR-MCC or another Permitted Designee (as defined in Section 4.2(b)(i));

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

AMENDMENTS

1. Amendment to Article 1

Section 1.1 of the Agreement is hereby amended and restated as follows:

Section 1.1 MCC Grant. MCC hereby grants to the Government, under the terms of this Agreement, an amount not to exceed Five Million One Hundred Fifty Thousand United States Dollars (US\$5,150,000) (the “*Grant*”), which includes the total of Seven Hundred Fifty Thousand United States Dollars (US\$750,000) granted as of January 19, 2023 and Four Million Four

Hundred Thousand United States Dollars (US\$4,400,000) granted as of October 25, 2024, to fund the activities described in more detail in Annex I (each, an “*Activity*” and, collectively, the “*Activities*”).

2. Amendment to Article 2

Section 2.1 of the Agreement is hereby amended and restated as follows:

Section 2.1 CDF Implementation Documents. The framework for implementation of each of the Government-contracted activities, as may be described in Annex I (the “*Government-Contracted Activities*”), shall be further elaborated in a set of documents, in form and substance approved by MCC, consisting of (i) the CDF Detailed Financial Plan, (ii) one or more CDF Procurement and Grant Plan Packages, and (iii) one or more Government Service Provider Contracts (collectively, the “*CDF Implementation Documents*”). MCC may review the CDF Implementation Documents, or any portion thereof and, as necessary, request the Government submit clarifications or adjustments.

Section 2.1(b) of the Agreement is hereby amended and restated as follows:

(b) CDF Procurement and Grant Plan Package. The Permitted Designee shall develop a procurement and grant plan package relating to the Activities (“*CDF Procurement and Grant Plan Package*”) and submit such CDF Procurement and Grant Plan Package to MCC for approval before commencing the relevant procurement with respect to any Government-Contracted Activities. Each CDF Procurement and Grant Plan Package shall identify, among other things, the method of procurement for the goods, works or services to be procured. The Permitted Designee shall ensure, except for MCC-Contracted Activities (as defined in Annex I, the “*MCC-Contracted Activities*”), that all goods, works, or services are procured using the procurement method as approved in each CDF Procurement and Grant Plan Package and shall comply with the method of procurement outlined in such CDF Procurement and Grant Plan Package. The proportion of Grant funding for each of the Government-Contracted Activities and the MCC-Contracted Activities shall be stipulated in the CDF Procurement and Grant Plan Package, as such may be amended from time to time.

Section 2.1(c) of the Agreement is hereby amended and restated as follows:

(c) Service Provider Contracts. As identified in the CDF Procurement and Grant Plan Package, and consistent with the Activities in Annex I, each of MCC or the Permitted Designee, as the case may be, may procure and manage the services of one or more providers of goods, works, or services to implement each of the Activities.

(i) Government Service Provider Contracts. As identified in the CDF Procurement and Grant Plan Package, and consistent with the Activities in Annex I, the Permitted Designee may procure and manage the services of one or more providers of goods, works, or services to implement each of the Activities. The Permitted Designee shall procure and manage the services of one or more providers of goods, works or services for each of the Government-Contracted Activities (each a “*Government Service Provider*”), and the Permitted

Designee shall enter into one or more contracts, in a form acceptable to MCC, with the Government Service Providers implementing the Government-Contracted Activities (“**Government Service Provider Contracts**”). The Permitted Designee shall be the primary point of contact for each Government Service Provider throughout the term of each Government Service Provider Contract. Any and all instructions to the Government Service Provider shall be made by and through the Permitted Designee unless otherwise provided in such Government Service Provider Contract. No Government Service Provider Contract may be assigned by the Permitted Designee without the prior written approval of MCC.

(ii) MCC Service Provider Contracts. MCC shall procure and manage the services of one or more providers of goods, works or services for each of the MCC-Contracted Activities (each a “**MCC Service Provider**”) and in accordance with the U.S. Government’s Federal Acquisition Regulation. MCC shall enter into one or more contracts with the MCC Service Providers implementing the MCC-Contracted Activities (“**MCC Service Provider Contracts**”). MCC shall be the primary point of contact for each MCC Service Provider throughout the term of each MCC Service Provider Contract. All instructions to the MCC Service Provider shall be made by and through MCC, unless otherwise provided in such MCC Service Provider Contract.

(iii) For the purposes of this Agreement, (A) MCC Service Providers and Government Service Providers shall be collectively referred to herein as “**Service Providers**” and (B) MCC Service Provider Contracts and Government Service Provider Contracts shall be collectively referred to herein as “**Service Provider Contracts.**”

Section 2.2(a) of the Agreement is hereby amended and restated as follows:

(a) MCC Accountable Entity Procurement Policy and Guidelines. The Permitted Designee shall comply with the “MCC Accountable Entity Procurement Policy and Guidelines” provided by MCC or posted on the MCC Website (the “**MCC Accountable Entity Procurement Policy and Guidelines**”) in the procurement (including solicitation) of goods, works and services and in the award and administration of contracts for each of the Government-Contracted Activities.

3. Amendment to Article 3

Article 3 of the Agreement is hereby amended and restated as follows:

Section 3.1 Disbursement Process for MCC-Contracted Activities.

(a) MCC Service Provider Disbursements. Subject to Section 3.1(b) and except as otherwise agreed in writing by the Parties, MCC shall make disbursements of the Grant from time to time for the MCC-Contracted Activities, directly to each MCC Service Provider that has entered into an MCC Service Provider Contract with MCC (each, an “**MCC Service Provider Disbursement**”). The Government hereby consents to the MCC-Contracted Activities and any related MCC Service Provider Disbursement.

(b) Prior to any disbursement of the Grant for the MCC-Contracted Activities that would be subject to taxation by the Government but for this Section 3.1(b), the Government shall have entered into a tax exemption agreement or have implemented such other mechanism acceptable to MCC to establish or give effect to Section 4.2(j), and such mechanism shall be in full force and effect.

Section 3.2 Disbursement Process for Government-Contracted Activities.

(a) The Government, through the Permitted Designee, may request disbursements of the Grant (each, a “**Disbursement**”) for the Government-Contracted Activities by submitting a written request to MCC substantially in the form of the “disbursement request” template provided by MCC or posted on the MCC Website (each, a “**Disbursement Request**”), duly completed, not later than 20 days (or such other period of time as may be agreed by MCC) prior to the commencement of each Disbursement Period. Unless otherwise agreed by MCC, the Government may submit only one Disbursement Request for each quarter (such quarter, or any other period of time as agreed by MCC, the “**Disbursement Period**”).

(b) Approval of Disbursement Requests; Release of Proceeds.

(i) Upon receipt of a Disbursement Request, MCC shall determine the appropriate aggregate amount of the Disbursement permitted for the applicable Disbursement Period based on, among other things, (A) progress achieved under the CDF Implementation Documents, (B) the amount of funds required to complete the Activities described in the Disbursement Request during such Disbursement Period, and (C) the satisfaction, waiver, or deferral of the conditions precedent applicable to the requested Disbursement.

(ii) MCC may, in its sole discretion, reject any Disbursement Request completely, or reject or reduce the amount of any Disbursement requested thereunder, based on among other things, (A) any modification made to the CDF Implementation Documents or (B) any of the conditions precedent in Sections 3.3 and 3.4 of this Agreement has not been satisfied, waived, or deferred.

(iii) Subject to MCC’s approval of a Disbursement Request, the proceeds of the Disbursement approved thereunder may be transferred, at MCC’s sole election, (A) to a Permitted Account, or (B) directly to a Government Service Provider as payment for goods, works or services in accordance with MCC’s Common Payment System or any alternate payment system approved by MCC. Payments to Government Service Providers and other expenditures of Grant funding during the relevant Disbursement Period (including amounts transferred directly to a Government Service Provider) shall be made only as authorized by the Government and certified by the Fiscal Agent, or as otherwise agreed by the Parties, in accordance with the approved CDF Detailed Financial Plan and the standards and procedures set forth in the Interim Fiscal Accountability Plan approved by MCC.

(c) Permitted Accounts.

(i) From time to time as authorized or directed by MCC, the Government shall establish (or cause to be established) bank accounts, denominated in West African CFA

francs or in U.S. Dollars, and on terms and at a financial institution acceptable to MCC, that are necessary or otherwise appropriate to fulfill the terms of this Agreement (any such account, a “*Permitted Account*”). Before any Grant funding is deposited into a Permitted Account, the Government shall enter, or ensure that the Permitted Designee enters into a bank agreement, in form and substance satisfactory to MCC, with the financial institution approved by MCC to hold such Permitted Account (each a “*Bank*”), which sets forth the signatory authority, access rights, anti-money laundering and anti-terrorist financing provisions, and other terms related to such Permitted Account (each a “*Bank Agreement*”). The terms and operation of the Permitted Accounts shall be set forth in the Interim Fiscal Accountability Plan and the Bank Agreement.

(ii) Unless otherwise authorized by MCC, no other funds shall be commingled in a Permitted Account other than the Grant funding and any accrued interest thereon. MCC shall have the right, among other things, to view any Permitted Account statements and activity directly on-line, and where such viewing is not feasible, the Government shall provide copies of such statements to MCC upon its request.

(iii) The Government shall ensure that Grant funding held in a Permitted Account accrues interest or other earnings in accordance with the applicable Bank Agreement. On a quarterly basis and upon the termination or expiration of this Agreement or the relevant Bank Agreement, the Government shall ensure the transfer of all interest accrued on Grant funding held in a Permitted Account to MCC.

(iv) The Government shall provide in writing to MCC and the Fiscal Agent the account name, designated account number and wire transfer instructions for transfers to Permitted Accounts (the “*Account and Wire Transfer Information*”) no later than ten business days prior to the date on which the initial deposit is to be made to a Permitted Account. In the event that any Permitted Account or the related Account and Wire Transfer Information changes during the term of this Agreement, the Government shall provide to MCC and the Fiscal Agent the new information as soon as practicable, but in no event later than ten business days prior to the requested date for the next Disbursement.

Section 3.3 Conditions Precedent to the Initial Disbursement for Government-Contracted Activities. MCC’s approval of the initial Disbursement Request shall be subject to the satisfaction of each of the following conditions (except as such conditions may be waived or deferred by MCC in its sole discretion):

(a) Evidence of Tax Exemption Mechanism. MCC is satisfied that the Government has entered into a tax exemption agreement or such other mechanism acceptable to MCC to establish or give effect to Section 4.2(j), and such mechanisms are in full force and effect;

(b) Procurement Agent Services. Designation of an entity or individual to provide procurement agent services, as approved by MCC, until such time as the Government provides to MCC a true and complete copy of the Procurement Agent Agreement, duly executed and in full force and effect, and the Procurement Agent engaged thereby is mobilized;

(c) Fiscal Agent Services. Designation of an entity or individual to provide fiscal agent services, as approved by MCC, until such time as the Government provides to MCC a true

and complete copy of the Fiscal Agent Agreement, duly executed and in full force and effect, and the Fiscal Agent engaged thereby is mobilized;

(d) Interim Fiscal Accountability Plan. Adoption of an Interim Fiscal Accountability Plan acceptable to MCC; and

(e) Satisfaction of each of the conditions set forth in Section 3.4.

(f) Initial Disbursements to a Permitted Account. Prior to an initial Disbursement of any Grant funding to a Permitted Account, a true and complete copy of each Bank Agreement, duly executed and in full force and effect as of the date of the related Disbursement Request.

Section 3.4 Conditions Precedent to each Disbursement of Government-Contracted Activities. MCC's approval of each Disbursement Request shall be subject to the satisfaction of each of the following conditions (except as such conditions may be waived or deferred by MCC in its sole discretion):

(a) Delivery of a completed Disbursement Request, together with the periodic reports required under Section 5.1 of this Agreement, in each case in form and substance satisfactory to MCC, covering the related Disbursement Period;

(b) Each of the Government's representations and warranties set forth in Section 4.1 of this Agreement are true and correct on and as of the date on which the Disbursement Request is submitted and as though made on and as of such date;

(c) No material breach of any responsibility, covenant or obligation under this Agreement or any other related agreement (including the Bank Agreement, the Fiscal Agent Agreement, the Procurement Agent Agreement and any Government Service Provider Contract) by any Permitted Designee has occurred and is continuing on and as of the date of the Disbursement Request; and

(d) If requested by MCC, delivery of a certificate from each of the Government, the Permitted Designee, the Procurement Agent and/or the Fiscal Agent, in each case in form and substance satisfactory to MCC.

Section 3.5 Reimbursement Request Process.

(a) Reimbursement Requests. The Government may request a Disbursement of the Grant for reimbursement of Eligible Costs (each, a "**Reimbursement**") by submitting a written request and certification to MCC substantially in the form of Annex III (each, a "**Request**"), duly completed, at least ten (10) business days prior to the requested date of payment (or such other period of time as may be agreed by MCC). Unless otherwise agreed by MCC, the Government may submit only one Request for each month (such month, or any other period of time as agreed by MCC, the "**Period**").

(b) Approval of Request; Release of Grant Funding. Subject to MCC's approval of a Request, the proceeds of the Reimbursement approved thereunder may be transferred to the account designated by the Government to receive such funding.

4. **Amendment to Article 4**

Article 4 of the Agreement is hereby amended by adding Section 4.3 as follows:

Section 4.3 Other Government Obligations. The Government shall cooperate with MCC and the MCC Service Providers in facilitating the implementation of all MCC Service Provider Contracts in accordance with this Agreement and shall comply with each of the obligations and responsibilities set forth in Annex III.

5. **Amendment to Article 6**

Section 6.1 of the Agreement is hereby amended and restated as follows:

Section 6.1 Term. Unless otherwise agreed in writing between the Parties, whether or not the entire amount of the Grant has been disbursed and fully expended, this Agreement shall terminate on the earliest of (a) the date on which all of the Activities have been fully performed and final payment has been made with respect to such performance in accordance with this Agreement, (b) the date on which either Party terminates this Agreement in accordance with Section 6.2, or (c) the date the Concurrent Compact terminates or expires. After the date the Concurrent Compact enters into force, no new contracts or grants may be funded by the Grant.

Section 6.3(b) of the Agreement is hereby amended and restated as follows:

(b) If the Government fails to pay any amount under this Agreement when due (including amounts under Section 4.2(j)(iv) and 6.3(a)), interest shall be paid on such unpaid amount. Interest shall accrue on such unpaid amount at a rate equal to the then current US Treasury Current Value of Funds Rate, calculated on a daily basis and a 360-day year from the due date of such payment until such amount is paid in full. Any such payment shall first be credited against interest due, and once the interest due amount is extinguished, then payments shall be credited against outstanding principal.

6. **Amendment to Article 7**

Section 7.2 of the Agreement is hereby amended and restated as follows:

Section 7.2 Representatives. For all purposes relevant to this Agreement, the Government shall be represented by the individual holding the position of, or acting as, the Minister of Finance and Budget and MCC shall be represented by the individual holding the position of, or acting as, the Vice President for Compact Operations (each of the foregoing, a "**Principal Representative**"). Each Party may, by written notice to the other Party, designate one or more additional representatives (each an "**Additional Representative**") for all purposes other than signing amendments to this Agreement. MCC hereby designates the Deputy Vice President for

Compact Operations Africa as an Additional Representative. The Government hereby designates the Chief of Staff of the Ministry of Finance and Budget as an Additional Representative. A Party may change its Principal Representative to a new representative of equivalent or higher rank upon written notice to the other Party.

Section 7.14 of the Agreement is hereby amended and restated as follows:

Section 7.14 Interpretation. Any reference to the term “including” in this Agreement shall be deemed to mean “including, without limitation,” except as expressly provided otherwise. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (c) all references herein to Articles, Sections, Exhibits and Annexes shall be construed to refer to Articles and Sections of, and Exhibits and Annexes to, this Agreement, and (d) any approval right granted to MCC herein shall only be satisfied upon the prior written approval of MCC. The section headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. Unless expressly provided otherwise, each reference in this Agreement, or any other related agreement, to a ministry of Côte d’Ivoire shall be construed to include any successor ministry with the relevant subject matter or sector authority.

7. Amendment to Exhibit A

Exhibit A (Index of Definitions) of the Agreement is hereby amended by deleting such Exhibit A in its entirety and replacing it with Exhibit A attached hereto.

8. Amendment to Annex I

Annex I (Description of the Assistance) of the Agreement is hereby amended by deleting such Annex I in its entirety and replacing it with Annex I attached hereto.

9. Amendment to Annex II

Annex II (Compact Development Funding Grant Financial Plan) of the Agreement is hereby amended by deleting such Annex II in its entirety and replacing it with Annex II attached hereto.

10. Amendment to Annex III

Annex III (Form of Request) of the Agreement is hereby amended by deleting such Annex III in its entirety and replacing it with Annex III (Roles and Responsibilities of the Government for MCC-Contracted Activities) attached hereto.

11. Addition of Annex IV

The Agreement is hereby amended by adding Annex IV (Form of Request) to the Agreement as Annex IV attached hereto.

12. Further Assurances.

Each Party hereby covenants and agrees, without necessity of any further consideration, to execute and deliver any and all such further documents and take any and all such other action as may be reasonably necessary or appropriate to carry out the intent and purpose of this Amendment.

13. Effect of this Amendment.

The Agreement and this Amendment shall be read together and construed as one document and each reference in the Agreement to the “Agreement,” “hereunder,” “hereof” or words of like import referring to the Agreement, shall mean and be construed as a reference to the Agreement, as amended by this Amendment.

14. Limitations.

Except as expressly amended by this Amendment, all of the provisions of the Agreement remain unchanged and in full force and effect.

15. Amendment Effective Date.

This Amendment shall become effective as of the date first mentioned above.

16. Counterparts.

This Amendment may be executed in counterparts, each of which shall constitute an original, but when taken together, shall constitute one instrument.

17. Governing Law.

This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, MCC and the Government, each acting through its duly authorized representative, have caused this Amendment to be executed in their names and delivered as of the date first written above.

MILLENNIUM CHALLENGE
CORPORATION

THE GOVERNMENT OF THE REPUBLIC
OF CÔTE D'IVOIRE, ACTING THROUGH
THE MINISTRY OF FINANCE AND
BUDGET

By: _____ /s/
Name: Cameron Alford
Title: Vice President, Department of Compact
Operations

By: _____ /s/
Name: Adama Coulibaly
Title: Minister of Finance and Budget

EXHIBIT A

INDEX OF DEFINITIONS

The following compendium of capitalized terms that are used herein is provided for the convenience of the reader. To the extent that there is a conflict or inconsistency between the definitions in this Exhibit A and the definitions elsewhere in the text of this Agreement, the definition elsewhere in this Agreement shall prevail over the definition in this Exhibit A.

***Account and Wire Transfer Information** has the meaning provided in Section 3.2(c)(iv).*

***Activity and Activities** has the meaning provided in Section 1.1 and includes both Government-Contracted Activities and MCC-Contracted Activities.*

***Additional Representative** has the meaning provided in Section 7.2.*

***Agreement** has the meaning provided in the Preamble.*

***Bank** has the meaning provided in Section 3.2(c)(i).*

***Bank Agreement** has the meaning provided in Section 3.2(c)(i).*

***Bilateral Agreement** has the meaning provided in Section 4.2(j)(ii).*

***CDF** has the meaning provided in the Recitals.*

***CDF Detailed Financial Plan** has the meaning provided in Section 2.1(a).*

***CDF Implementation Documents** has the meaning provided in Section 2.1.*

***CDF Procurement and Grant Plan Package** has the meaning provided in Section 2.1(b).*

***CFPCR-MCC** has the meaning provided in Section 4.2(b)(ii).*

***Compact** has the meaning provided in the Recitals.*

***Compact Development Funding** has the meaning provided in the Recitals.*

***Common Payment System** refers to a payment system using the U.S. Department of Treasury's International Treasury System, which allows Permitted Designees to make payments directly from the U.S. Treasury to vendors.*

***Compact Development Team** has the meaning provided in Annex I.*

***Concurrent Compact** has the meaning provided in the Recitals.*

***Cost Principles** has the meaning provided in Annex I.*

Côte d'Ivoire has the meaning provided in the Recitals.

Covered Provider has the meaning provided in the MCC Audit Guidelines.

Disbursement has the meaning provided in Section 3.2(a).

Disbursement Period has the meaning provided in Section 3.2(a).

Disbursement Request has the meaning provided in Section 3.2(a).

Eligible Costs has the meaning provided in Annex I.

Fiscal Agent has the meaning provided in Section 2.3(a).

Fiscal Agent Agreement has the meaning provided in Section 2.3(a).

Government has the meaning provided in the Preamble.

Government-Contracted Activities has the meaning provided in Section 2.1.

Government Service Provider has the meaning provided in Section 2.1(c)(i).

Government Service Provider Contracts has the meaning provided in Section 2.1(c)(i).

Grant has the meaning provided in Section 1.1.

Inspector General has the meaning provided in Section 5.4.

Interim Fiscal Accountability Plan has the meaning provided in Section 2.3(b).

Interim Procurement Operations Manual has the meaning provided in Section 2.2(c).

Lien has the meaning provided in Section 4.2(c).

MCC has the meaning provided in the Preamble.

MCC Audit Guidelines has the meaning provided in Section 5.4.

MCC-Contracted Activities has the meaning provided in Section 2.1(b).

MCC Accountable Entity Procurement Policy and Guidelines has the meaning provided in Section 2.2(a).

MCC Reporting Guidelines has the meaning provided in Section 5.1(a).

MCC Service Provider has the meaning provided in Section 2.1(c)(ii).

MCC Service Provider Contracts has the meaning provided in Section 2.1(c)(ii).

MCC Service Provider Disbursement has the meaning provided in Section 3.1(a).

MCC Website has the meaning provided in Section 4.2(i)(ii).

Objective has the meaning provided in the Recitals.

Original Agreement has the meaning provided in the Recitals.

Party and *Parties* has the meaning provided in the Preamble.

Permitted Account has the meaning provided in Section 3.1(c)(i).

Permitted Designee has the meaning provided in Section 4.2(b)(i).

Principal Representative has the meaning provided in Section 7.2.

Procurement Agent has the meaning provided in Section 2.2(b).

Procurement Agent Agreement has the meaning provided in Section 2.2(b).

Provider has the meaning provided in the MCC Audit Guidelines.

Records has the meaning provided in Section 5.2.

Regional MCA has the meaning provided in Section 4.2(b)(ii).

Reimbursement has the meaning provided in Section 3.5(a).

Request has the meaning provided in Section 3.5(a).

Taxes has the meaning provided in Section 4.2(j)(i).

U.S. Dollars or *US\$* means the lawful currency of the United States of America from time to time.

ANNEX I

DESCRIPTION OF THE ASSISTANCE

Unless the Parties otherwise agree in writing, the Grant provided hereunder shall be utilized to support the development of the Concurrent Compact. Specifically, the Grant shall support the MCC-Contracted Activities and Government-Contracted Activities specified below, and reimburse the Government for the Concurrent Compact development team's (the "***Compact Development Team***") compensation, which is limited to salaries of employees, fees of individual consultants, and mandatory benefits ("***Eligible Costs***") described in this Annex I. Payments for Eligible Costs shall be made in accordance with Section 3.5 of this Agreement.

1. Program Administration Activity

MCC-Contracted Activities

- a) The Grant shall support the procurement of an Interim Procurement Agent to conduct, manage, monitor, and review procurements and other specified procurement activities funded by CDF in accordance with the principles, rules, and procedures required by this Agreement.
- b) The Grant shall support the procurement of an Interim Fiscal Agent to ensure oversight, discharge, and performance of all services necessary to ensure that all financial management activities funded by CDF are conducted in strict compliance with the principles, rules, and procedures required by this Agreement.
- c) The Grant shall also support the costs of procuring one or more recruitment firms to competitively recruit and hire the accountable entity's Chief Executive Officer, director-level positions, and other key staff positions.

Government-Contracted Activities

- a) The Grant shall support the procurement of the services of technical evaluation panel consultants and reasonable administrative expenditures of the Compact Development Team, including compensation and payments paid directly rather than through a reimbursement mechanism.
- b) The Grant shall support effective communications on the development of the Concurrent Compact through the procurement of services of a communications firm as well as consultants to design the accountable entity's logo, website, and support other reasonable communications expenditures.

Reimbursement of Eligible Costs

In furtherance of the preparation and development of the proposed Concurrent Compact, the Grant shall reimburse the Government for the payment of compensation of the Compact

Development Team, determined to be reasonable and allowable, and as described in this Agreement. Compensation under this Agreement is limited to Eligible Costs.

Eligible Costs shall be subject to MCC's determination that such costs are reasonable, allowable and allocable, all as set forth in *MCC Cost Principles for Government Affiliates* as such may be posted on the MCC Website from time to time (the "***Cost Principles***"). Salaries, benefits, fees and associated costs in excess of that determined to be reasonable by MCC shall be the responsibility of the Government.

The Grant shall support Eligible Costs for the following members of the Compact Development Team, consistent with the timeframes for eligibility set forth below and, in each case, only upon signature of a corresponding employment agreement (or similar instrument) with such member of the Compact Development Team.

For the avoidance of doubt, the positions identified below may be full or part-time depending on the needs of compact development, in each case subject to MCC prior written agreement. In addition, the Parties anticipate that the need for certain positions may increase progressively during the course of compact development, such that positions may be part-time initially and later become full-time. Regardless, Grant support for any position identified below shall be limited to the percentage of time spent by such member of the Compact Development Team on compact development matters. All other work engaged in, and costs associated with, outside duties will be the responsibility of the Government.

Compact Development Team Member	Timing for Eligibility for Reimbursement
National Coordinator	Upon signing of this Agreement
Legal Specialist	
Gender and Social Inclusion Specialist	
Economist and Monitoring & Evaluation (M&E) Specialist	
Environmental and Social Performance Specialist	
Power Sector Infrastructure Specialist	
Institutional Power Specialist	
Procurement Specialist	
Communication and Stakeholder Engagement Specialist	
Data Analyst	
Executive Assistant	
Financial Specialist	

Each Request shall include the following:

1. Completed timesheets or invoices, as applicable, for each member of the Compact Development Team, in a form acceptable to MCC, for each reimbursement period signed by each relevant member of the Compact Development Team and approved by the National Coordinator for the Development of the Concurrent Compact (or designated supervisor/contract manager as applicable).
2. Completed and signed Request Form summarizing Eligible Costs to be reimbursed and “certified” by the Government as true and correct.
3. Supporting documentation of the payments made by the Government for Eligible Costs to be reimbursed, including a record from the Government’s financial system, corresponding bank transfer documentation, and, if applicable, documentation of exchange rates applied. For the avoidance of doubt, MCC funding cannot be used to pay

compensation or other costs in advance but is rather reimbursing the Government for costs incurred and paid for already.

4. Government's banking information for the reimbursement (Bank name, account number, routing information (IBAN/SWIFT, *etc.*), currency for remittance (local currency).
5. Grant Reference: To be provided by MCC after signing.

Prior to the initial reimbursement request for a particular Compact Development Team member's salary, the Government shall have submitted to MCC: (i) a copy of the Compact Development Team member's fully executed employment agreement (or similar instrument), including a clear indication of the salary of the employee and the start date of his/her employment; and (ii) a curriculum vitae of that employee. Each such employee shall be properly qualified to perform the tasks set forth in the applicable employment agreement, and salary shall be consistent with the Cost Principles. The determination regarding proper qualifications and compliance with the Cost Principles shall be made in MCC's sole discretion.

The allocation between the Government-Contracted Activities and the MCC-Contracted Activities is subject to change and shall be set forth in the CDF Procurement and Grant Plan Package, as such may be amended from time to time.

ANNEX II
COMPACT DEVELOPMENT FUNDING GRANT FINANCIAL PLAN

Activity	Budget (US\$)
Program Administration Activity Compact Development Team Compensation Communications Activities Interim Procurement Agent Interim Fiscal Agent Recruitment Firm Technical Evaluation Panels	\$5,150,000
Total Estimated MCC Contribution	\$5,150,000¹

¹ This includes the total of Seven Hundred Fifty Thousand United States Dollars (US\$750,000) granted as of January 19, 2023 and Four Million Four Hundred Thousand United States Dollars (US\$4,400,000) granted as of October 25, 2024.

ANNEX III

ROLES AND RESPONSIBILITIES OF THE GOVERNMENT FOR MCC- CONTRACTED ACTIVITIES

The Government shall participate in the following aspects of the implementation of the Activities and shall have the following obligations and responsibilities in respect of each MCC-Contracted Activity:

1. Review and comment on the terms of reference/scope of work for each MCC Service Provider procurement within an agreed timeframe.
2. Facilitate and cooperate in obtaining all permits, consents, and approvals necessary or advisable for the successful and timely performance of all aspects of each Activity as may be determined by MCC and assist in the identification and contracting of appropriate office space by each MCC Service Provider at such MCC Service Provider's expense.
3. Verify the services performed by an MCC Service Provider and, to the extent available, provide such other documents, data or information as may be requested from time to time by MCC (including in connection with MCC's determination of the acceptability of an invoice) or any MCC Service Provider, and provide a prompt response to any such request for verification or information within five (5) business days.
4. If requested by MCC, ensure a qualified representative of the Government with the relevant technical expertise is available to assist any MCC Service Provider or any MCC technical expert in the performance of the services.
5. Coordinate, as requested, meetings with related agencies, in order to review relevant deliverables provided by any MCC Service Provider and the performance of such MCC Service Provider in connection with the fulfillment of the applicable Activities.
6. Inform each MCC Service Provider of, and as appropriate, facilitate access by each MCC Service Provider to, relevant donor, industry and technical meetings in such MCC Service Provider's field.
7. In connection with the mobilization of each MCC Service Provider:
 - a. Perform an introduction and orientation for the MCC Service Provider at the commencement of each Activity start-up and perform weekly consultations with the MCC Service Provider in order to promote efficient information

sharing and effective collaboration;

- b. Participate in the monitoring of the MCC Service Provider's performance and the progress of each Activity; prepare regular reviews of Activity progress, reports and deliverables of the MCC Service Provider; and review and comment on work plans, reports and other major deliverables;
 - c. If requested by MCC, submit to MCC, within two weeks of receipt of such request, or such other time as MCC may specify, a memorandum reviewing and commenting on the MCC Service Provider's major deliverables;
 - d. In a timely manner, respond to the MCC Service Provider's reasonable and appropriate requests for contact information and for organizing meetings with local private sector, civil society, and public agencies as needed to facilitate the tasks called for in the terms of reference/scope of work; and
 - e. Participate in regular tripartite meetings (which may be conference calls) every 15 days or at such intervals as may be requested by either Party, with the MCC Service Provider and MCC, in order to review the progress and any issues associated with the fulfillment of the Activities (including review of major draft revisions and final work product).
8. Ensure that any applicable ministries, agencies, or other entities of the Government required for the successful implementation of the Grant enter into such further agreements or memoranda of understanding as may be requested by MCC to specify the responsibilities of such Government entities with respect to the Objective of this Grant.

ANNEX IV: FORM OF REQUEST

[Letterhead of Relevant Ministry/Compact Development Team]

Reference is made to the Grant and Implementation Agreement between the Government of the Republic of Côte d’Ivoire acting through the Ministry of Finance and Budget (the “**Government**”), and the Millennium Challenge Corporation, a United States Government corporation (“**MCC**”), dated as of January 19, 2023, as amended (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings given such terms in the Agreement.

[I][We], the undersigned, as [Government official(s)], pursuant to Section 3.5 of the Agreement, hereby submit this Request and certif[ies][y] as follows:

(a) the below is a true and correct statement of the hours worked by the associated member of the Compact Development Team, for which the Government requests reimbursement:

Name	Title	Eligible Cost category (salary, benefits, etc.)	Date Paid	Gross Amount Paid (specify currency paid)	Ineligible taxes included in Gross Amount*	Amount Requested for Reimbursement by MCC (specify currency)

(b) Attached hereto is a true and correct copy of (i) a completed timesheet for each such Compact Development Team member that is an employee of the Government, and (ii) a completed invoice for each such Compact Development Team member that is a consultant to the Government;

(c) Attached hereto is evidence of payments made by the Government in connection with the Eligible Costs included in this invoice and for which the Government is requesting Reimbursement;

(d) The Compact Development Team member’s timesheet or invoice, as applicable, reflects only that time dedicated to the compact development process;

(e) No material default or breach of any covenant, obligation or responsibility by the Government has occurred and is continuing under the Agreement;

(f) Eligible Costs to be reimbursed under this Request shall not violate any applicable law or regulation; and

(g) No act, omission, condition, or event has occurred that would be the basis for MCC to suspend or terminate, in whole or in part, the Agreement in accordance with Article 6 of the Agreement.

[Signature]

Printed/Typed Name:

Title: Minister of []

Remit to:

Account Name:

Account Number:

Bank Name:

SWIFT Code:

For the Credit of:

[Attachments: Example of a Form of Timesheet]

Month of [____], 2024

Total Hours Worked: _____

Week 1

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Week 2

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Week 3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Week 4

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Week 5

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

I hereby certify that the above is a true statement of the hours worked on MCC compact development consistent with the terms of the Grant and Implementation Agreement, dated January 19, 2023, between MCC and the Government of Côte d'Ivoire.

Signature of Employee: _____
Printed Name

Signature of Supervisor: _____
Printed Name