

**PROGRAM IMPLEMENTATION AGREEMENT**

**BETWEEN**

**THE UNITED STATES OF AMERICA**

**AND**

**THE REPUBLIC OF CÔTE D'IVOIRE**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. GENERAL RESPONSIBILITIES OF CÔTE D’IVOIRE.....	1
Section 1.1    Definitions.....	1
Section 1.2    Role of Côte d’Ivoire. ....	1
Section 1.3    Role of MCA-Côte d’Ivoire Regional. ....	3
ARTICLE 2. IMPLEMENTATION FRAMEWORK.....	5
Section 2.1    Basic Framework .....	5
Section 2.2    Notice to Providers; Incorporation.....	8
Section 2.3    Reports; Notices.....	8
Section 2.4    Certain Transactions Subject to MCC Approval. ....	9
Section 2.5    Role of Certain Entities in Implementation. ....	10
Section 2.6    Publicity and Transparency.....	12
Section 2.7    Branding and Enforcement. ....	12
Section 2.8    Country Contribution. ....	13
Section 2.9    Tax Exemption Implementation. ....	13
Section 2.10   Additional Country Requirements. ....	14
ARTICLE 3. DISBURSEMENT OF MCC FUNDING.....	15
Section 3.1    Disbursement Process. ....	15
Section 3.2    Conditions Precedent to Disbursement of Compact Facilitation Funding. ....	16
Section 3.3    Conditions Precedent to the Initial Disbursement of Program Funding. ....	16
Section 3.4    Conditions Precedent to All Disbursements of Program Funding.....	17
Section 3.5    Authorized Expenditures. ....	18
ARTICLE 4. ENTRY INTO FORCE OF THIS AGREEMENT; CONSEQUENCES OF COMPACT TERMINATION, SUSPENSION, AND EXPIRATION.....	19
Section 4.1    Entry into Force of this Agreement. ....	19
Section 4.2    Consequences of Compact Termination, Suspension, or Expiration.....	19
ARTICLE 5. GENERAL PROVISIONS .....	20
Section 5.1    Representatives. ....	20
Section 5.2    Communications. ....	21
Section 5.3    Assignments by Côte d’Ivoire. ....	21
Section 5.4    Amendment; Waivers. ....	21
Section 5.5    Attachments. ....	21
Section 5.6    Inconsistencies. ....	21
Section 5.7    Termination of this Agreement. ....	21

Section 5.8	Survival.....	22
Section 5.9	Information Provided to MCC.....	22
Section 5.10	Governing Law.....	22
Section 5.11	Signatures.....	22

<u>Annex I</u>	Definitions
<u>Annex II</u>	Conditions Precedent to Program Funding
<u>Annex III</u>	Notional Allocation of Country Contribution
<u>Annex IV</u>	Principles for Management of the Country Contribution
<u>Annex V</u>	Tax Exemption Mechanisms

# PROGRAM IMPLEMENTATION AGREEMENT

## PREAMBLE

This PROGRAM IMPLEMENTATION AGREEMENT (this “*Agreement*”) is between the United States of America (the “*United States*”) and the Republic of Côte d’Ivoire (“*Côte d’Ivoire*”). The United States and Côte d’Ivoire are collectively referred to as the “*Parties*” and each individually as a “*Party*.”

Recalling that on September 16, 2025, the Parties signed a Millennium Challenge Compact (the “*Compact*”) that sets forth the general terms on which the United States shall provide assistance of up to US\$300,000,000 to Côte d’Ivoire, and Côte d’Ivoire shall provide a Country Contribution of no less than US\$22,500,000, for a program to reduce poverty through economic growth in Côte d’Ivoire and enhance regional economic integration, increase regional trade, or cross-border collaboration;

Recalling that Côte d’Ivoire has designated MCA-Côte d’Ivoire Regional to carry out certain rights and obligations of Côte d’Ivoire under the Compact and related agreements;

Recognizing that the Millennium Challenge Corporation, a United States government corporation (“*MCC*”), shall serve as an implementing agency for the United States under the Compact; and

Recognizing that the Parties wish to specify further the terms for implementing the Compact and the Program.

The Parties hereby agree as follows:

## ARTICLE 1.

### GENERAL RESPONSIBILITIES OF CÔTE D’IVOIRE

#### Section 1.1 Definitions.

Capitalized terms used in this Agreement and not defined in this Agreement have the meanings provided in the Compact. All other capitalized terms have the meanings provided in Annex I.

#### Section 1.2 Role of Côte d’Ivoire.

(a) Country Responsibilities. Côte d’Ivoire shall promptly take all necessary or appropriate actions to carry out all of its obligations under the Compact, this Agreement, and any other Supplemental Agreement (including any post-Compact Term activities, audits, or other responsibilities), and to delegate its rights and responsibilities to entities, including MCA-Côte

d'Ivoire Regional, adequate to enable them (each a "***Permitted Designee***") to oversee and manage implementation of the Program on behalf of Côte d'Ivoire.

(b) Country Undertakings. Côte d'Ivoire hereby affirms as follows:

(i) Impoundment; Liens or Encumbrances. Côte d'Ivoire shall ensure that (A) no Program Assets are subject to any impoundment, rescission, sequestration, liquidation, or to any provision of law now or hereafter in effect in Côte d'Ivoire that would have the effect of allowing any such impoundment, rescission, sequestration, or liquidation and (B) no Program Asset is subject to any lien, attachment, enforcement of judgment, pledge, or encumbrance of any kind (each, a "***Lien***"), except with MCC's prior written approval. In the event any Lien not so approved is imposed, Côte d'Ivoire shall promptly seek the release of such Lien and, if such Lien is required by a final and non-appealable court order, shall pay any amounts due to obtain such release; ***provided, however***, that Côte d'Ivoire shall not use MCC Funding, any portion of the Country Contribution, or any Program Assets to satisfy any such obligation.

(ii) Disposal of Program Assets Consisting of Real Property. Côte d'Ivoire shall ensure that no Program Asset consisting of real property is (A) subject to any lease or sub-lease arrangement, in whole or in part or (B) sold, donated, or otherwise disposed of, in whole or in part; except, in each of the foregoing cases, with MCC's prior written approval. In addition, any Program Asset consisting of real property that is retained by MCA-Côte d'Ivoire Regional after the expiration or termination of the Compact shall be subject, in accordance with the terms of the *Policy on Program Closure*, to a reversionary interest of MCC for a period of five (5) years commencing on the last day of the Closure Period; and if at any time during that five-year period, Côte d'Ivoire wishes to sell the real property or use it for a purpose that is not related to the Program or does not continue to further the Program objectives, Côte d'Ivoire shall compensate MCC for its interest in the real property by paying to MCC an amount equal to the fair market value of MCC's reversionary interest in the real property determined at such time.

(iii) Environmental and Social Performance. Unless MCC and Côte d'Ivoire agree otherwise in writing, Côte d'Ivoire shall ensure that the Project and Activities undertaken, funded, or otherwise supported in whole or in part (directly or indirectly) by MCC Funding or the Country Contribution under the Compact comply with the Environmental Guidelines, including the environmental and social performance standards set forth in the IFC Performance Standards that have been incorporated by reference into the Environmental Guidelines. Côte d'Ivoire also shall ensure that the Project and Activities comply with all national environmental laws, regulations, licenses, and permits, except to the extent such compliance would be inconsistent with the Compact. Where there is a difference between national environmental laws and regulations and the standards required by the Compact, Côte d'Ivoire shall ensure that the stricter standard is followed. Unless MCC approves otherwise in writing, Côte d'Ivoire shall fund all costs of environmental and social mitigation measures necessary for the Program (including, without limitation, costs of resettlement) that are not specifically provided for in the Compact, or that exceed the amount of MCC Funding and/or the Country Contribution specifically allocated for such costs for any Project or Activity.

(iv) Social Analysis. Unless MCC and Côte d'Ivoire agree otherwise in writing, Côte d'Ivoire shall ensure that the Project and Activities undertaken, funded, or otherwise supported in whole or in part (directly or indirectly) by MCC Funding or the Country Contribution comply with MCC guidelines related to social analysis, and the *Counter-Trafficking in Persons Policy*.

### Section 1.3 Role of MCA-Côte d'Ivoire Regional.

#### (a) Designation of MCA-Côte d'Ivoire Regional.

(i) Pursuant to Section 3.2(b) of the Compact, Côte d'Ivoire has designated MCA-Côte d'Ivoire Regional, an independent legal entity with legal personality ("***MCA-Côte d'Ivoire Regional***"), as the primary agent of Côte d'Ivoire to implement the Program and to exercise and perform Côte d'Ivoire's right and responsibility to oversee, manage, and implement the Program, including without limitation, managing implementation of the Project and Activities, allocating resources and managing procurements, and exercising its rights and responsibilities under the CDF Agreement (the "***Designated Rights and Responsibilities***"). The Parties note that Côte d'Ivoire remains ultimately responsible for the performance of Côte d'Ivoire's obligations under or in relation to the Compact and this Agreement.

(ii) Côte d'Ivoire shall ensure that MCA-Côte d'Ivoire Regional is and remains throughout the Compact Term (and during the Closure Period as provided in the Closure Plan), duly organized, sufficiently staffed, and empowered to exercise the Designated Rights and Responsibilities.

(iii) The "Accountable Entity" referenced in the Program Guidelines shall be deemed to refer to MCA-Côte d'Ivoire Regional, and all obligations assigned to the "Accountable Entity" in the Program Guidelines shall be obligations of MCA-Côte d'Ivoire Regional.

(b) Additional Country Undertakings with Respect to MCA-Côte d'Ivoire Regional. Côte d'Ivoire hereby affirms to MCC as follows:

(i) Power and Authorization. MCA-Côte d'Ivoire Regional has the power and authority to (A) bind Côte d'Ivoire to the full extent of the Designated Rights and Responsibilities, (B) execute and deliver each agreement, certificate, or instrument contemplated by this Agreement, the Compact, any other Supplemental Agreement, or the Program Guidelines, and (C) perform its obligations under this and each such other agreement, certificate, or instrument contemplated by this Agreement, the Compact, any other Supplemental Agreement, or the Program Guidelines.

(ii) Country Responsibilities. MCA-Côte d'Ivoire Regional (A) shall carry out the Designated Rights and Responsibilities (including all obligations specified as MCA-Côte d'Ivoire Regional obligations in the Compact, this Agreement, or any other Supplemental Agreement) with due care, efficiency, and diligence in conformity with sound technical,

financial, and management practices, and in conformity with the Compact, this Agreement, the CDF Agreement, any other Supplemental Agreement and the Program Guidelines, (B) except as provided in Section 2.5 or with respect to an Implementing Entity, shall not assign, delegate or otherwise transfer any of the Designated Rights and Responsibilities without the prior written consent of MCC, and (C) shall not undertake any activities, duties, or responsibilities other than the Designated Rights and Responsibilities without the prior written consent of MCC.

(iii) Country Representations. MCA-Côte d'Ivoire Regional shall confirm each representation that it makes on behalf of Côte d'Ivoire in any agreement, certificate or instrument delivered by MCA-Côte d'Ivoire Regional with all necessary Permitted Designees prior to providing such representation to MCC.

(iv) Autonomy. Côte d'Ivoire shall ensure that (A) no decision of MCA-Côte d'Ivoire Regional is modified, supplemented, unduly influenced, or rescinded by any governmental authority, except by a final and non-appealable judicial decision and (B) the authority of MCA-Côte d'Ivoire Regional shall not be expanded, restricted or otherwise modified, except in accordance with this Agreement and the Compact.

(v) Governance of MCA-Côte d'Ivoire Regional. MCA-Côte d'Ivoire Regional shall adopt internal rules and regulations or bylaws ("**Bylaws**") and a human resources manual ("**HR Manual**"), each in form and substance satisfactory to MCC, that together provide the framework for MCA-Côte d'Ivoire Regional's operations and administration and the general terms and conditions for employment of its staff. MCA-Côte d'Ivoire Regional shall conduct its operations and management in accordance with the Governing Documents and the Governance Guidelines.

(vi) Funded Agreements; General Provisions Annex. MCA-Côte d'Ivoire Regional shall provide the Fiscal Agent (and MCC if it so requests) a copy of each agreement that is funded (directly or indirectly) with MCC Funding or the Country Contribution (each a, "**Funded Agreement**"), regardless of whether MCC has approval rights with respect to such agreement. Unless MCC instructs otherwise, MCA-Côte d'Ivoire Regional shall include in each Funded Agreement (A) a covenant that the counterparty to such agreement shall comply with (i) the General Provisions Annex and (ii) any instruction from MCC to such counterparty regarding the counterparty's performance of the terms of the General Provisions Annex notwithstanding any other instruction given by MCA-Côte d'Ivoire Regional; and (B) a right for MCA-Côte d'Ivoire Regional to terminate such Funded Agreement if such counterparty fails to comply with the General Provisions Annex or any such MCC instruction.

(vii) Insurance; Performance Guaranties. MCA-Côte d'Ivoire Regional shall, to MCC's satisfaction, cause all Program Assets to be insured (including, without limitation, through self-insurance) and shall arrange such other appropriate insurance to cover against risks or liabilities associated with the operations of the Program, including by requiring Providers to obtain adequate insurance and to post adequate performance bonds or other guaranties. Subject to the terms of the *Cost Principles for Government Affiliates*, MCC Funding may be used to pay the costs of obtaining such insurance. MCA-Côte d'Ivoire Regional (or, as appropriate and with

MCC's prior approval, another entity) shall be named as the payee on any such insurance and the beneficiary of any such guaranty or bonds. If not already named as the insured party, MCA-Côte d'Ivoire Regional (and MCC, if it so requests) shall be named as additional insureds on any such insurance. Côte d'Ivoire shall promptly notify MCC of the payment of any proceeds from claims paid under such insurance or guaranty and shall ensure that such proceeds shall be used to replace or repair any lost or damaged Program Assets; *provided, however*, that, at MCC's election, such proceeds shall be deposited in a Permitted Account as designated by MCA-Côte d'Ivoire Regional or as otherwise directed by MCC.

(viii) MCA-Côte d'Ivoire Regional Indemnity. If MCA-Côte d'Ivoire Regional is held liable under any indemnification or other similar provision of any agreement, then Côte d'Ivoire shall pay such indemnity in full on behalf of MCA-Côte d'Ivoire Regional and shall not use MCC Funding, any portion of the Country Contribution, or any Program Assets to satisfy such obligation. In addition, Côte d'Ivoire shall indemnify and hold harmless each member of MCA-Côte d'Ivoire Regional's Board of Directors (including each observer), each member of any Stakeholder Committee and each of MCA-Côte d'Ivoire Regional's Key Staff and employees from any claim, loss, action, liability, cost, damage, or expenses incurred by such person in the performance of its duties on behalf of MCA-Côte d'Ivoire Regional, *provided, however*, that Côte d'Ivoire shall have no obligation to indemnify any such person if and to the extent that any such claims, losses, actions, liabilities, costs, damages, or expenses are attributable to the fraud, gross negligence, or willful misconduct of such person; and *provided, further*, that Côte d'Ivoire shall not use MCC Funding, any portion of the Country Contribution, or any Program Assets to satisfy its obligations under this Section 1.3(b)(viii).

## ARTICLE 2.

### IMPLEMENTATION FRAMEWORK

Section 2.1 Basic Framework The Program shall be implemented in accordance with the Compact, this Agreement, any other Supplemental Agreement, the Program Guidelines, and the terms and provisions of various implementation plans adopted by MCA-Côte d'Ivoire Regional and approved by MCC, setting forth the strategies and processes that shall guide management and implementation of the Program. Principal among these implementation plans are the following: (i) one or more Work Plans, (ii) a Detailed Financial Plan, (iii) an Audit Plan, (iv) a Procurement & Grants Plan Package, (v) a Fiscal Accountability Plan, (vi) an M&E Plan, (vii) an Environmental and Social Management System, (viii) a Social Analysis and Implementation Plan, and (ix) an AFC Action Plan (collectively, the "***Principal Implementation Plans***"). From time to time, MCC may request MCA-Côte d'Ivoire Regional to submit clarifications or adjustments to any implementation plan and MCA-Côte d'Ivoire Regional shall ensure that the Program implementation is conducted in accordance with the approved implementation plans in addition to the terms of the Compact, this Agreement, any other Supplemental Agreement, and the Program Guidelines.

(a) Work Plans. MCA-Côte d'Ivoire Regional shall develop and implement a work plan, in form and substance satisfactory to MCC, for the overall administration of the Program and such other work plans relating to the Project and/or Activities as MCC may request from time to time (collectively, the "**Work Plans**").

(b) Detailed Financial Plan. The Multi-Year Financial Plan Summary for the Program, which is set forth in Annex II to the Compact, shows the estimated annual contribution of MCC Funding and the overall allocation of the Country Contribution to administer, monitor and evaluate the Program and to implement each Project (the "**Multi-Year Financial Plan**"). Except as MCC approves otherwise in writing, MCA-Côte d'Ivoire Regional shall develop and implement a detailed financial plan in accordance with the QDRP Policy, setting forth funding requirements for the Program (including administrative costs) and for each Project, broken down to the sub-activity level (or lower, where appropriate), and projected both on a commitment and cash requirement basis (each a "**Detailed Financial Plan**").

(c) Audit Plan. MCA-Côte d'Ivoire Regional shall develop and implement the Audit Plan for the audit of the expenditures of the entities that are subject to audit pursuant to the Audit Guidelines. The Audit Plan shall be in form and substance satisfactory to MCC and shall be developed no later than sixty (60) days before the end of the first period to be audited.

(d) Procurement & Grants Plan Package. MCA-Côte d'Ivoire Regional shall prepare a procurement and grants plan package for both acquiring goods, works, and services and providing financial or in-kind assistance to implement the Compact (the "**Procurement & Grants Plan Package**"). The Procurement & Grants Plan Package shall be prepared and updated in accordance with the *Accountable Entity Procurement Policy & Guidelines* and the *Program Grant Guidelines*. In addition, no later than six months after the Compact enters into force, MCA-Côte d'Ivoire Regional shall develop and implement a bid challenge system ("**BCS**") that provides suppliers, contractors, and consultants that are interested parties the ability to seek review of procurement actions and decisions. The organization, rules, and procedures of the BCS shall be subject to MCC approval. Upon MCC's approval of the BCS, MCA-Côte d'Ivoire Regional shall publish the BCS on the MCA-Côte d'Ivoire Regional website.

(e) Fiscal Accountability Plan. MCA-Côte d'Ivoire Regional shall develop and implement a manual (as approved by MCC) setting forth the principles, mechanisms, and procedures (the "**Fiscal Accountability Plan**") that MCA-Côte d'Ivoire Regional shall use to ensure appropriate fiscal accountability for the use of MCC Funding and the Country Contribution. The Fiscal Accountability Plan shall also include, among other things, requirements with respect to (i) budgeting, (ii) accounting, (iii) cash management, (iv) financial transactions (receipts and payments), (v) opening and managing Permitted Accounts, (vi) personnel and payroll management, (vii) travel and vehicle use, (viii) asset and inventory control, (ix) audits, and (x) reporting. The Fiscal Accountability Plan shall be revised periodically, subject to review and approval by MCC.

(f) M&E Plan. MCA-Côte d'Ivoire Regional shall develop and implement an M&E Plan to serve as the primary governing document for monitoring and evaluation activities for the

Program over the Compact Term and evaluation activities post-Compact Term. The M&E Plan shall be developed, implemented, and updated in accordance with the *Policy for Monitoring and Evaluation of Compact and Threshold Programs*.

(g) Environmental and Social Management System. In accordance with Section 1.2(b)(iii), MCA-Côte d’Ivoire Regional shall ensure that activities undertaken, funded or otherwise supported in whole or in part (directly or indirectly) by MCC Funding or the Country Contribution comply with the Environmental Guidelines, including the IFC Performance Standards that are incorporated by reference therein. Specifically, MCA-Côte d’Ivoire Regional shall: (i) develop an Environmental and Social Management System, at the Compact and/or Project or Activity level, not limited to cooperating with or completing, as the case may be, any ongoing environmental and social impact assessments, and if necessary, undertake and complete any additional environmental and social assessments and analyses, such as those related to environmental and social management plans, health and safety management plans, environmental and social audits, resettlement policy frameworks, stakeholder engagement plans, and resettlement action plans required under the laws of Côte d’Ivoire, the Environmental Guidelines, this Agreement, the Compact, any other Supplemental Agreement, or the Program Guidelines, or as otherwise required by MCC, each in form and substance satisfactory to MCC; (ii) as integral elements of the Environmental and Social Management System, ensure that Project or Activity-specific environmental and social management plans are developed as appropriate, maintained, and updated and all relevant measures contained in such plans are integrated into project design and construction, the applicable procurement documents and associated finalized contracts, in each case, in form and substance satisfactory to MCC; and (iii) implement to MCC’s satisfaction appropriate environmental and social mitigation measures identified in such assessments or plans or developed to address environmental and social risks and impacts identified during compact implementation.

(h) Social Analysis and Implementation Plan. MCA-Côte d’Ivoire Regional shall: develop a comprehensive social analysis and implementation plan (the “***Social Analysis and Implementation Plan***”) that, at a minimum, (i) documents and consolidates key design measures and approaches to ensure that each Project responds to social analysis findings to ensure effective implementation, broad impact, and reduced social risk; (ii) specifies any other actions to be taken during the Compact Term to meet the social objectives for the Project and address social risks; (iii) identifies and describes resources required to ensure implementation of required measures; (iv) takes into account the local-level perspectives of the rural and urban poor, including women; (v) sets forth plans for consolidating the findings and recommendations of Project-specific social analyses into final activity plans, contracting, and implementation structures; and (vi) ensures, through ongoing technical oversight and coordination during compact implementation, that project implementation is consistent with and incorporates the outcomes of the social analyses and recommendations. MCA-Côte d’Ivoire Regional shall, on an annual basis, review and update the Social Analysis and Implementation Plan as needed to reflect lessons learned and Project-specific analysis.

(i) Anti-Fraud and Corruption Action Plan. MCA-Côte d’Ivoire Regional shall develop and adopt an anti-fraud and corruption action plan to articulate how MCA-Côte d’Ivoire Regional will supplement MCC-mandated controls to prevent fraud and corruption specific to its operating environment (the “*AFC Action Plan*”). The AFC Action Plan shall be created after completion of, and based on the findings of, an anti-fraud and corruption risk assessment carried out in compliance with the *Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations*. Such anti-fraud and corruption risk assessment shall occur at a time agreed upon between MCA-Côte d’Ivoire Regional and MCC. MCC will approve the AFC Action Plan, monitor its implementation, and refine MCC’s oversight strategy in relation to the AFC Action Plan, when necessary.

## Section 2.2 Notice to Providers; Incorporation.

MCA-Côte d’Ivoire Regional shall notify all Providers (and all other entities or individuals receiving MCC Funding or the Country Contribution in connection with the Program) of the requirements of Sections 2.7 and 3.7 of the Compact, and paragraphs (b), (c), and (d) of Section 3.8 of the Compact and shall include, or ensure the inclusion of, the requirements of such provisions in all agreements with a Provider.

## Section 2.3 Reports; Notices.

(a) Unless MCC approves otherwise in writing, MCA-Côte d’Ivoire Regional shall provide to MCC the reports and information required by the QDRP Policy in such manner and form and at such times as specified in the QDRP Policy.

(b) If at any time during the Compact Term, Côte d’Ivoire materially reallocates or reduces the allocation in its national budget or any other governmental authority of Côte d’Ivoire at a departmental, municipal, regional or other jurisdictional level materially reallocates or reduces the allocation in its budget of the normal and expected resources that Côte d’Ivoire or such governmental authority, as applicable would have otherwise received or budgeted, from external or domestic sources, or fails to timely distribute an allocation budgeted for the activities contemplated under the Compact and the Program, Côte d’Ivoire, acting through, MCA-Côte d’Ivoire Regional must notify MCC in writing within thirty (30) days of such reallocation, reduction, or failure to distribute, such notification to contain information regarding the amount of the reallocation, reduction, or failure to distribute, the affected activities, and an explanation for the reallocation, reduction or failure to distribute.

(c) MCA-Côte d’Ivoire Regional shall provide to MCC in a timely manner and in any event no later than thirty (30) days after receipt of a written request by MCC, such other reports, documents, or information related to the Program and in such manner and form as MCC may request from time to time.

(d) MCA-Côte d’Ivoire Regional shall periodically provide to MCC, in form and substance satisfactory to MCC, reports and information regarding the Country Contribution’s application towards the objectives of the Program described in Section 2.6(a) of the Compact as

required by the *Country Contributions Policy* (each, a “**Country Contribution Report**”). MCA-Côte d’Ivoire Regional shall provide the Country Contribution Reports to MCC on the schedule and in the manner specified in the *Country Contributions Policy*.

Section 2.4 Certain Transactions Subject to MCC Approval. Without limiting any MCC approvals provided for in any of the Program Guidelines, each of the following transactions, activities, agreements, and documents requires MCC’s prior written approval:

- (a) Disbursements;
- (b) Each of the Principal Implementation Plans and any modifications to any such plan;
- (c) agreements between Côte d’Ivoire and MCA-Côte d’Ivoire Regional, and agreements in which any of the following are appointed, hired or otherwise engaged (each, a “**Material Agreement**”):
  - (i) Auditor or Reviewer;
  - (ii) Fiscal Agent;
  - (iii) Procurement Agent;
  - (iv) Bank;
  - (v) Implementing Entity;
  - (vi) Outside Project Manager; and
  - (vii) a member of the Board of Directors (including any observer) or any Key Staff of MCA-Côte d’Ivoire Regional (including agreements regarding compensation for any such person);
- (d) any modification, termination, or suspension of a Material Agreement, or any action that would have equivalent effect;
- (e) any agreement or transaction of MCA-Côte d’Ivoire Regional that is not arm’s-length;
- (f) any pledge of any MCC Funding, any portion of the Country Contribution, or any Program Assets, or any incurrence of material indebtedness, or any guarantee, directly or indirectly, of any indebtedness;
- (g) any decree, legislation, regulation, charter, contractual arrangement, or other document establishing or governing (other than public laws of general application to all public institutions), or relating to the formation, organization, or governance of MCA-Côte d’Ivoire

Regional (including the Bylaws, HR Manual, and any staffing plan) (each, a “**Governing Document**”);

(h) any disposition, in whole or in part, liquidation, dissolution, winding up, reorganization, or other change of MCA-Côte d’Ivoire Regional;

(i) any change in character or location of any Permitted Account;

(j) (A) any change of any member of the Board of Directors (including any observer), of the member serving as the chairperson, or in the composition or size of the Board of Directors, and the filling of any vacant seat of any member of the Board of Directors (including any observer), and (B) any change of any Key Staff of MCA-Côte d’Ivoire Regional or in the composition or size of its operations unit, and the filling of any vacant position of any Key Staff of MCA-Côte d’Ivoire Regional (including any process related to the recruitment and selection of any such Key Staff);

(k) any decision by MCA-Côte d’Ivoire Regional to engage, accept, or manage any funds in addition to MCC Funding and the Country Contribution (including from Côte d’Ivoire or any donor agencies or organizations) during the Compact Term, or to engage in any activities or undertake any duties or responsibilities other than the Designated Rights and Responsibilities;

(l) any formation or acquisition of a subsidiary or other related entity of MCA-Côte d’Ivoire Regional;

(m) any agreement, transaction, decision, or other action or document for which MCC approval is required under any of the Program Guidelines; and

(n) any amendment, supplement, replacement, termination, revocation, or other change to any of the foregoing documents or arrangements.

## Section 2.5 Role of Certain Entities in Implementation.

(a) Fiscal Agent. MCA-Côte d’Ivoire Regional shall engage a Fiscal Agent, who shall be responsible for, among other things, (i) ensuring and certifying that Disbursements are properly authorized and documented in accordance with established control procedures set forth in the Fiscal Agent Agreement and the Bank Agreement, (ii) instructing the Bank to make Disbursements from a Permitted Account or requesting Disbursement be made directly to a provider as payment for goods, works, or services in accordance with the Common Payment System and following applicable certification by the Fiscal Agent, (iii) providing applicable certifications for Disbursement Requests, (iv) maintaining proper accounting of all MCC Funding and Country Contribution financial transactions, and (v) producing reports on Disbursements in accordance with established procedures set forth in the Fiscal Agent Agreement or the Bank Agreement. MCA-Côte d’Ivoire Regional shall enter into an agreement with the Fiscal Agent, in form and substance satisfactory to MCC, which sets forth the roles and responsibilities of the Fiscal Agent and other appropriate terms and conditions (the “**Fiscal**

*Agent Agreement*”). Unless MCC approves otherwise in writing, the Fiscal Agent shall be a third party, independent of Côte d’Ivoire.

(b) Auditors and Reviewers. MCA-Côte d’Ivoire Regional shall engage one or more auditors as contemplated in the Audit Guidelines (each, an “*Auditor*”). As requested by MCC in writing from time to time, MCA-Côte d’Ivoire Regional shall also engage one or more independent (i) reviewers to conduct reviews of performance and compliance under the Compact, which reviewer shall have the capacity to (A) conduct general reviews of performance or compliance, (B) conduct audits of environmental and social performance, and (C) conduct data quality assessments in accordance with the M&E Plan, as described more fully in Annex III to the Compact, and/or (ii) evaluators to assess performance as required under the M&E Plan (each, a “*Reviewer*”). MCA-Côte d’Ivoire Regional shall select the Auditor(s) and/or Reviewer(s) in accordance with the Audit Guidelines and the M&E Plan, as applicable. MCA-Côte d’Ivoire Regional shall enter into an agreement with each Auditor or Reviewer, in form and substance acceptable to MCC, that sets forth the roles and responsibilities of the Auditor or Reviewer with respect to the audit, review, or evaluation, including access rights, required form and content of the applicable audit, review, or evaluation and other appropriate terms and conditions (the “*Auditor / Reviewer Agreement*”).

(c) Procurement Agent. MCA-Côte d’Ivoire Regional shall engage a Procurement Agent to carry out and/or certify specified procurement activities in furtherance of the Compact and this Agreement. MCA-Côte d’Ivoire Regional shall enter into an agreement with the Procurement Agent, in form and substance satisfactory to MCC, that sets forth the roles and responsibilities of the Procurement Agent with respect to the conduct, monitoring, and review of procurements and other appropriate terms and conditions (the “*Procurement Agent Agreement*”). Unless MCC approves otherwise in writing, the Procurement Agent shall be a third party, independent of Côte d’Ivoire.

(d) Outside Project Manager. MCA-Côte d’Ivoire Regional may engage qualified persons or entities to serve as outside project managers (each, an “*Outside Project Manager*”) in the event that it is advisable to do so for the proper and efficient day-to-day management of a Project or Activity; provided, however, that, if so required by the Accountable Entity Procurement Policy & Guidelines, the appointment or engagement of any Outside Project Manager shall be made using a competitive selection process and, if required by the Accountable Entity Procurement Policy & Guidelines, shall be subject to approval by the Board of Directors and by MCC prior to such appointment or engagement. Upon such approval, MCA-Côte d’Ivoire Regional may delegate, assign, or contract to the Outside Project Managers such duties and responsibilities as it deems appropriate with respect to the management of the Implementing Entities and implementation of specific Project or Activities; and provided, further, that MCA-Côte d’Ivoire Regional shall remain accountable for those duties and responsibilities and all reports delivered by the Outside Project Manager notwithstanding any such delegation, assignment, or contract and the Outside Project Manager shall be subject to the oversight of the Fiscal Agent and Procurement Agent. The Board of Directors may determine that it is advisable to engage one or more Outside Project Managers and instruct MCA-Côte d’Ivoire Regional and,

where appropriate, the Procurement Agent to commence and conduct the competitive selection process for such Outside Project Manager.

#### Section 2.6 Publicity and Transparency.

(a) Subject to Section 2.7, MCA-Côte d'Ivoire Regional shall give appropriate publicity to the Compact as a program to which the United States, through MCC, has contributed, including by identifying Project and Activity sites, and marking Program Assets, all in accordance with the *Standards for Global Marking*. Upon the termination or expiration of the Compact, Côte d'Ivoire, upon MCC's request, shall cause the removal of any such references and markings on the website operated by MCA-Côte d'Ivoire Regional (the "***MCA-Côte d'Ivoire Regional Website***") or in any publicity materials of the Côte d'Ivoire government or MCA-Côte d'Ivoire Regional.

(b) MCA-Côte d'Ivoire Regional shall make information concerning implementation of the Compact publicly available, including by posting the following documents in English (unless MCC approves otherwise in writing), on the MCA-Côte d'Ivoire Regional Website, all to the extent contemplated by and in accordance with the Governance Guidelines: (i) the Compact, this Agreement, and the CDF Agreement (including amendments thereto), (ii) minutes of the meetings of the Board of Directors, and minutes of the meetings of any Stakeholders Committees; (iii) the M&E Plan, along with periodic reports and final evaluations on Program performance; (iv) all environmental and social impact assessments and supporting documents for the Project; (v) all audit reports by an Auditor and any periodic reports or evaluations by a Reviewer; (vi) a summary of all Disbursement Requests; (vii) all procurement and grant policies and procedures (including the BCS and all documents required to be made public by the *Accountable Entity Procurement Policy & Guidelines* and the *Program Grant Guidelines*); (viii) the AFC Action Plan and related implementation reports; (ix) the Governing Documents and any amendments thereto; and (x) such other materials as MCC may request; *provided, however*, that any press release or announcement regarding MCC or the fact that MCC is funding the Program or any other publicity materials referencing MCC shall be subject to MCC's prior approval and must be consistent with any instructions provided by MCC in relevant Implementation Letters.

(c) Notwithstanding Section 2.6(b), information relating to procurements prior to the award of a contract and confidential information relating to MCA-Côte d'Ivoire Regional's agreements with employees, contractors, and consultants shall be excluded from the information and documents made publicly available; *provided, however*, that MCC and MCA-Côte d'Ivoire Regional shall mutually determine whether any information to be excluded is confidential.

#### Section 2.7 Branding and Enforcement.

(a) Subject to Section 4.2(g), MCC hereby grants MCA-Côte d'Ivoire Regional a revocable, royalty-free, fully paid, and non-exclusive right and license to use MCC's logo and the names "Millennium Challenge Corporation," "Millennium Challenge Account" and "MCC," in each case, solely in accordance with the *Standards for Global Marking*. Any such use of the logo and names shall be solely for the benefit of MCC, and not inure to the benefit of MCA-Côte

d'Ivoire Regional. The use of MCC's logo and names shall not create any agency or legal representation, and MCA-Côte d'Ivoire Regional has no authority to bind MCC in any way.

(b) MCA-Côte d'Ivoire Regional shall create its own logo and use such logo as well as the names "Millennium Challenge Account-Côte d'Ivoire Regional" and "MCA-Côte d'Ivoire Regional," in each case, solely in accordance with the *Standards for Global Marking*. Subject to Section 4.2(g), MCA-Côte d'Ivoire Regional hereby grants MCC an irrevocable, royalty-free, fully paid, and non-exclusive right and license to use the names "Millennium Challenge Account-Côte d'Ivoire Regional" and "MCA-Côte d'Ivoire Regional," and the logo of MCA-Côte d'Ivoire Regional.

(c) MCA-Côte d'Ivoire Regional shall take all reasonable steps to ensure that the names "Millennium Challenge Account-Côte d'Ivoire Regional" and "MCA-Côte d'Ivoire Regional," as well as its own logo, shall enjoy maximum protection under the laws now or hereafter in effect in Côte d'Ivoire throughout the term of this Agreement. This includes registering the names and logo as a trademark, if appropriate, monitoring unauthorized use by third parties, and enforcing MCA-Côte d'Ivoire Regional's legal rights if unauthorized use is discovered. MCA-Côte d'Ivoire Regional shall inform MCC as soon as practicable if it becomes aware of any infringement, threat of infringement, or any other use by a third party that has not been authorized by MCC of any of (i) the names "Millennium Challenge Account-Côte d'Ivoire Regional," "MCA-Côte d'Ivoire Regional" and/or MCA-Côte d'Ivoire Regional's logo; or (ii) the names "Millennium Challenge Corporation," "MCC" and/or MCC's logo. MCA-Côte d'Ivoire Regional shall provide MCC assistance to enforce MCC's rights to the names "Millennium Challenge Corporation" and "MCC," as well as to MCC's logo.

#### Section 2.8 Country Contribution.

(a) In accordance with Section 2.6(a) of the Compact, Côte d'Ivoire shall make a Country Contribution toward meeting the objectives of the Compact. Such contribution shall be in addition to Côte d'Ivoire's spending allocated toward such objectives in its budget for the year immediately preceding the year that the Compact is signed and shall comply with the provisions of the *Country Contributions Policy*. Annex III to this Agreement sets forth the notional schedule and budget allocation of the Country Contribution to the Project and Program administration over the period from the signing of the Compact to the end of the Compact Term.

(b) Unless otherwise agreed by the Parties in writing, contributions denominated in the local currency of Côte d'Ivoire or other foreign currency shall be recorded and converted to United States Dollars at the exchange rate on the date the contribution payment is made or using an average rate over the period of contribution, in each case, using the exchange rates published by the central bank of Côte d'Ivoire or such other source acceptable to MCC.

Section 2.9 Tax Exemption Implementation. Annex V sets forth the mechanisms that Côte d'Ivoire shall use to implement the tax exemption required by Section 2.8 of the Compact for certain principal Taxes. In addition, Côte d'Ivoire shall from time to time execute and deliver, or cause to be executed and delivered, such other instructions, instruments or documents, and take,

or cause to be taken, such other actions as MCC determines may be necessary or appropriate to implement Section 2.8 of the Compact.

Section 2.10 Additional Country Requirements.

Côte d'Ivoire shall:

(a) permit MCA-Côte d'Ivoire Regional to engage staff under an indefinite term fixed contract that will conclude upon the shorter of the following: (i) completion of the Project Objective of the Compact, or (ii) completion of the services provided under that employment agreement, in either case, no more than 120 days after the expiration of the Compact Term. Continuation of the contract from year to year will be dependent upon a successful, annual performance evaluation;

(b) arrange for any foreign personnel (either individual consultants or personnel of firms) providing goods, works or services under the Compact along with their family to be provided promptly with any necessary entry or work visas; and any such visas will be exempt from any fees or costs payable to the Government;

(c) provide the foreign personnel (either individual consultants or personnel of firms) providing goods, works or services under the Compact with work permits and such other documents as shall be necessary to enable the foreign personnel to perform services and to remain in Côte d'Ivoire for the duration of the Compact, without the need to exit the country for any period in the interim;

(d) without limiting the generality of Section 2.6 of the Compact, fund any severance costs and other financial liabilities incurred by MCA-Côte d'Ivoire Regional arising from the termination or expiration of any MCA-Côte d'Ivoire Regional employment agreements, pursuant to the terms of such employment agreements; and

(e) in addition to the Country Contribution and any other contributions required under the Compact, provide such resources as are necessary to support the safety and security of the Program, Program Assets, MCC and MCA-Côte d'Ivoire Regional staff, consultants, contractors, or other personnel, and any other persons or entities engaged in Program-related activities.

## ARTICLE 3.

### DISBURSEMENT OF MCC FUNDING

#### Section 3.1 Disbursement Process.

(a) Disbursement Requests. MCA-Côte d'Ivoire Regional may request Disbursements to be authorized under the Compact by submitting a request to MCC in accordance with the QDRP Policy. Requests may be made on a quarterly basis for the upcoming quarter, or such other period of time as approved by MCC (such quarter or other period of time, each a "***Disbursement Period***") and shall be accompanied by various reports and other information related to program implementation (each request together with such reports and other information, a "***Disbursement Request***"). Requests for Disbursement of Program Funding and Compact Facilitation Funding for any Disbursement Period shall be made by separate Disbursement Requests.

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

(i) Upon receipt of a Disbursement Request, MCC shall determine the appropriate amount of the Disbursement to be authorized based on, among other things, (A) the progress achieved on any Project or Activity for which funds are requested, (B) the amount of funds required to complete the activities described in the Disbursement Request during the corresponding Disbursement Period, and (C) the satisfaction, waiver, or deferral of applicable conditions to such Disbursement. MCC may, in its discretion, disapprove any Disbursement completely or reduce the amount of any Disbursement below that proposed in a Disbursement Request based on its determination of any of the factors set forth in this Section 3.1(b)(i).

(ii) Upon MCC's approval of a Disbursement Request, the proceeds of the Disbursement may be transferred, at MCC's election, (A) to a Permitted Account or (B) directly to a third party via the Common Payment System as payment for amounts owed by MCA-Côte d'Ivoire Regional for implementation of the Program; *provided, however*, that expenditures of such proceeds (including amounts transferred directly to a third party) are authorized by MCA-Côte d'Ivoire Regional, and the related payment complies, as certified by the Fiscal Agent, with the most recently approved Detailed Financial Plan and the standards and procedures set forth in the Fiscal Agent Agreement and the Fiscal Accountability Plan.

#### (c) Permitted Accounts.

(i) Unless MCC approves otherwise in writing, MCA-Côte d'Ivoire Regional shall establish one or more accounts in the local currency of Côte d'Ivoire (each, a "***Local Account***") and one or more accounts in United States Dollars (each, a "***USD Account***") at a financial institution acceptable to MCC. Each Local Account and USD Account is considered a Permitted Account and must be interest-bearing to the extent practicable. In addition, MCC and MCA-Côte d'Ivoire Regional shall mutually agree in writing to the establishment of one or more additional bank accounts for the deposit of the Country Contribution (the "***Country Account***"),

which shall also be considered a Permitted Account. MCA-Côte d'Ivoire Regional shall notify MCC promptly if any account information for a Permitted Account changes during the Compact Term and provide MCC with the updated information.

(ii) Unless MCC approves otherwise in writing, no funds shall be co-mingled in any Permitted Account set up to receive MCC Funding other than MCC Funding and accrued interest and earnings thereon. Likewise, no funds other than the Country Contribution and accrued interest and earnings thereon shall be commingled in the Country Account. 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, MCA-Côte d'Ivoire Regional shall provide copies of such statements to MCC upon its request. Before any MCC Funding or any portion of the Country Contribution is deposited into a Permitted Account, MCA-Côte d'Ivoire Regional shall enter into an agreement, in form and substance satisfactory to MCC, with the financial institution approved by MCC to hold such Permitted Account (the "**Bank**") that sets forth the signatory authority, access rights, anti-money laundering and anti-terrorist financing provisions, and other terms related to such Permitted Account (the "**Bank Agreement**"). The Fiscal Agent, and in certain specified cases in the Bank Agreement, designated representatives of MCC, shall be the sole signatories on each Permitted Account.

(iii) MCC Funding and the Country Contribution held in separate Permitted Accounts may accrue interest or other earnings in accordance with the applicable Bank Agreement. On a quarterly basis and upon the termination or expiration of the Compact or the relevant Bank Agreement, MCA-Côte d'Ivoire Regional shall ensure the transfer of all accrued interest on MCC Funding to MCC. Accrued interest on the Country Contribution held in a Permitted Account shall be retained in such account until the funds may be transferred to Côte d'Ivoire according to instructions agreed upon between the Bank and Côte d'Ivoire.

(iv) Unless MCC approves otherwise in writing, MCA-Côte d'Ivoire Regional shall ensure that any MCC Funding deposited to a Local Account can be converted and deposited into a USD Account. To the extent that any amount of MCC Funding held in United States Dollars must be converted into the currency of Côte d'Ivoire for any purpose as determined by MCC, MCA-Côte d'Ivoire Regional shall ensure that such amount is converted consistent with the requirements of the Bank Agreement or any other applicable Supplemental Agreement.

Section 3.2 Conditions Precedent to Disbursement of Compact Facilitation Funding. The applicable conditions precedent set forth in Annex IV to the Compact must be met to MCC's satisfaction before the initial and each subsequent Disbursement of Compact Facilitation Funding.

Section 3.3 Conditions Precedent to the Initial Disbursement of Program Funding. Unless waived or deferred by MCC, the conditions of this Section 3.3 and the conditions set forth in Section 3.4 must be met to MCC's satisfaction before the initial Disbursement of Program Funding:

(a) Entry into Force. The Compact has entered into force as provided in Article 7 of the Compact.

(b) Procurement & Grants Plan Package. MCA-Côte d'Ivoire Regional has developed the Procurement & Grants Plan Package, and the package has been approved by MCC.

(c) Fiscal Accountability Plan. MCA-Côte d'Ivoire Regional has developed the Fiscal Accountability Plan (or an interim version), and the plan has been approved by MCC.

(d) Governing Documents. MCA-Côte d'Ivoire Regional's mandate has been legally expanded to include the scope of the Program and Côte d'Ivoire has provided MCC with copies of all decrees, legislations, or other documents relating to MCA-Côte d'Ivoire Regional and its operations (including the Bylaws and HR Manual). MCA-Côte d'Ivoire Regional has developed and adopted the HR Manual, and the manual has been approved by MCC.

Section 3.4 Conditions Precedent to All Disbursements of Program Funding. Unless waived or deferred by MCC in writing, the following conditions must be met to MCC's satisfaction before each Disbursement of Program Funding, including the initial Disbursement of Program Funding:

(a) Deliveries. MCA-Côte d'Ivoire Regional has delivered to MCC a completed Disbursement Request covering the related Disbursement Period in accordance with the QDRP Policy.

(b) Other Conditions Precedent. MCC has determined in its discretion that:

(i) all applicable conditions precedent in Annex II have been duly satisfied, deferred, or waived as provided in this Agreement;

(ii) no material default or breach of any covenant, obligation, or responsibility of Côte d'Ivoire, MCA-Côte d'Ivoire Regional, or any other Côte d'Ivoire government entity has occurred and is continuing under the Compact, this Agreement, or any other Supplemental Agreement;

(iii) the activities to be funded with such Disbursement shall not violate any applicable law or regulation;

(iv) MCA-Côte d'Ivoire Regional has made progress, satisfactory to MCC, on implementing the Project or Activities for which funding is requested, including progress on each of the Principal Implementation Plans;

(v) the M&E Plan, once adopted, is current and updated and MCA-Côte d'Ivoire Regional is in substantial compliance with the requirements of the M&E Plan (including any applicable reporting requirements set forth therein for the related Disbursement Period);

(vi) all Côte d'Ivoire government entities involved in implementation of the Program, including the Implementing Entities, are coordinating successfully with MCA-Côte d'Ivoire Regional and dedicating the necessary staff and other resources to ensure successful implementation of the Program;

(vii) there has been no material negative finding in any financial audit report delivered in accordance with the Compact and Audit Plan, for the prior two quarters (or such other period as the Audit Plan may require);

(viii) any Taxes paid with MCC Funding through the date ninety (90) days prior to the start of the related Disbursement Period have been reimbursed by Côte d'Ivoire in full in accordance with Section 2.8(c) of the Compact;

(ix) Côte d'Ivoire has satisfied all of its payment obligations, including any insurance, indemnification, tax payments, or other obligations, and contributed all resources required from it, under the Compact, this Agreement, and any other Supplemental Agreement;

(x) MCC does not have grounds for concluding that any matter certified to it in any certificate provided as part of the Disbursement Request is not as certified;

(xi) 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 Compact or MCC Funding in accordance with Section 5.1 of the Compact;

(xii) each of the Key Staff remains engaged, or if a position is vacant, MCA-Côte d'Ivoire Regional is actively engaged, to MCC's satisfaction, in recruiting a replacement; and

(xiii) MCA-Côte d'Ivoire Regional has complied in all material respects with its obligations set forth in Section 2.1(d) with respect to the establishment of a BCS; and

(xiv) Côte d'Ivoire has complied in all material respects with its obligations set forth in Section 2.8 with respect to the making of its contributions in accordance with the projected timeline set forth in Annex III.

Section 3.5 Authorized Expenditures. Except as MCC approves otherwise in writing, a Disbursement, or financial commitment involving MCC Funding may be made only if the related expense is provided for in the Disbursement Request.

## ARTICLE 4.

### ENTRY INTO FORCE OF THIS AGREEMENT; CONSEQUENCES OF COMPACT TERMINATION, SUSPENSION, AND EXPIRATION

Section 4.1 Entry into Force of this Agreement. This Agreement shall enter into force upon the later of (a) the signing of this Agreement by each of the Parties to this Agreement and (b) the date that the Compact enters into force as provided in Article 7 of the Compact; *provided, however,* that the Parties agree that upon signature of this Agreement, and until this Agreement enters into force, the Parties shall provisionally apply the terms of this Agreement.

Section 4.2 Consequences of Compact Termination, Suspension, or Expiration.

(a) Upon suspension, in whole or in part, of the Compact or any MCC Funding, all applicable Disbursements shall be suspended, and MCC may request Côte d'Ivoire to return any MCC Funding (or portion thereof) on deposit in any Permitted Account; *provided, however,* MCC Funding may be used, in compliance with the Compact and this Agreement and with written consent of MCC, to pay for (i) reasonable expenditures for goods, works, or services that were properly incurred under or in furtherance of the Program before the suspension occurred; and (ii) reasonable costs incurred in connection with the suspension.

(b) Upon termination, in whole or in part, of the Compact or any MCC Funding, all applicable Disbursements shall cease; *provided, however,* MCC Funding may be used, in compliance with the Compact and this Agreement and with written consent of MCC, to pay for (i) reasonable expenditures for goods, works, or services that were properly incurred under or in furtherance of the Program before the termination, and (ii) reasonable expenditures (including administrative expenses) properly incurred in connection with the winding up of the Program (or any part thereof) during the Closure Period.

(c) Upon expiration of the Compact, all Disbursements shall cease; *provided, however,* MCC Funding may be used, in compliance with the Compact, this Agreement, and the Program Guidelines to pay for (i) reasonable expenditures for goods, works, or services that were properly incurred under or in furtherance of the Program before the expiration, and (ii) reasonable expenditures (including administrative expenses) properly incurred in connection with the winding up of the Program during the Closure Period.

(d) Subject to Sections 4.2(b) and (c), upon the expiration or termination of the Compact or MCC Funding, Côte d'Ivoire shall return to MCC any amounts of MCC Funding on deposit in any Permitted Account but not expended before the expiration or termination, plus accrued interest thereon within thirty (30) days after Côte d'Ivoire receives MCC's request for such return; *provided, however,* that if the Compact is terminated in part, only the amount of MCC Funding allocated to the terminated portion shall be subject to return.

(e) Upon the full or partial termination of the Compact or any MCC Funding, MCC may, at its expense, direct that title to any Program Assets be transferred to MCC if such

Program Assets are in a deliverable state, and Côte d'Ivoire shall promptly effect such transfer upon such direction; *provided, however*, that, for any Program Asset not in a deliverable state and any Program Asset partially purchased or funded with MCC Funding, Côte d'Ivoire, upon MCC's request, shall reimburse MCC in United States Dollars the cash equivalent of the fair market value of such Program Asset or portion thereof, as such is determined by MCC.

(f) Prior to expiration, or upon termination, of the Compact, MCA-Côte d'Ivoire Regional shall prepare a plan for administrative closure and long-term benefits of the Program in accordance with the *Policy on Program Closure* (the "**Closure Plan**"). During the Closure Period, MCA-Côte d'Ivoire Regional shall take all steps necessary to close the Program in an orderly manner in accordance with the Closure Plan and the *Policy on Program Closure*.

(g) No later than 120 days after the expiration or termination of the Compact, unless the *Standards for Global Marking* permit otherwise, (i) the licenses granted to MCA-Côte d'Ivoire Regional in Section 2.7(a) shall terminate with immediate effect; (ii) Côte d'Ivoire shall ensure that MCA-Côte d'Ivoire Regional ceases to be named "Millennium Challenge Account-Côte d'Ivoire Regional" and/or "MCA-Côte d'Ivoire Regional" and (iii) Côte d'Ivoire shall take reasonable steps to ensure that such names and any associated logo, as well as the names "Millennium Challenge Corporation" and "MCC," as well as any logo associated therewith, are no longer used by MCA-Côte d'Ivoire Regional or any other entity for any purpose not authorized by MCC. Furthermore, upon expiration or termination of the Compact, MCA-Côte d'Ivoire Regional shall assign and hereby assigns and transfers to MCC all right, title, and interest to the names "Millennium Challenge Account-Côte d'Ivoire Regional," "MCA-Côte d'Ivoire Regional," "Millennium Challenge Corporation," "MCC," as well as MCA-Côte d'Ivoire Regional's logo and MCC's logo that it might have acquired during the term of this Agreement.

(h) MCC and Côte d'Ivoire agree to cooperatively support independent evaluations to assess the achievement of the Project Objective after the Compact Term. As part of this cooperation, prior to expiration, or upon termination, of the Compact and in addition to the actions described in the Closure Plan, Côte d'Ivoire shall notify MCC of the Côte d'Ivoire government entity or official that will provide post-compact support to complete the evaluations described in the M&E Plan, *provided, however*, that nothing in this Section 4.2(h) shall be construed as committing MCC to provide any assistance to Côte d'Ivoire after the Compact Term. Côte d'Ivoire agrees to provide all resources necessary (including both financial and personnel) to fulfill the tasks undertaken by Côte d'Ivoire under the M&E Plan related to any post-compact evaluations.

## **ARTICLE 5.**

### **GENERAL PROVISIONS**

Section 5.1 Representatives. The provisions of Section 4.2 of the Compact are incorporated herein by reference as if fully set forth herein.

Section 5.2 Communications. The provisions of Section 4.1 of the Compact are incorporated herein by reference as if fully set forth herein.

Section 5.3 Assignments by Côte d'Ivoire. Côte d'Ivoire may not assign, delegate, or contract implementation of its rights or obligations under this Agreement without MCC's prior written consent. Côte d'Ivoire agrees, upon request by MCC, to execute an assignment to MCC of any contractual right or cause of action which may accrue to Côte d'Ivoire or MCA-Côte d'Ivoire Regional in connection with or arising out of the contractual performance or breach of performance by a party to a contract financed in whole or in part by MCC Funding.

Section 5.4 Amendment; Waivers. The Parties may amend this Agreement only by a written agreement signed by the Parties. Such agreement shall provide how it enters into force; *provided, however*, that the Parties may by written agreement, signed by the Principal Representative or any Additional Representative of each Party and which shall enter into force upon signature, modify any annex hereto. The Parties understand that any modification of any annex may be entered into by the Parties without the need for further action by Côte d'Ivoire (including any parliamentary action), or satisfaction of any additional domestic requirements of Côte d'Ivoire. Any waiver of a right or obligation arising under this Agreement shall be effective only if provided in writing.

Section 5.5 Attachments. Each exhibit, schedule, and annex attached to this Agreement constitutes an integral part of this Agreement.

Section 5.6 Inconsistencies. In the event of any conflict or inconsistency between this Agreement and the Compact, the terms of the Compact shall prevail. In the event of any conflict or inconsistency between this Agreement and any other Supplemental Agreement or any implementation plan, the terms of this Agreement shall prevail.

Section 5.7 Termination of this Agreement.

(a) MCC may terminate this Agreement in whole or in part, without cause by giving Côte d'Ivoire thirty (30) days' written notice.

(b) MCC may immediately terminate this Agreement, in whole or in part, by written notice to Côte d'Ivoire, if MCC determines that any event that would be a basis for termination or suspension of the Compact or MCC Funding under Section 5.1(b) of the Compact has occurred.

(c) Unless terminated earlier in accordance with the terms hereof, this Agreement shall cease to be in force simultaneously with the expiration or termination of the Compact; *provided, however*, that, if MCC determines, consistent with Section 4.2 (b) or (c), that obligations incurred (and previously approved by MCC in a Disbursement Request) prior to the expiration or termination of the Compact remain to be paid, then the provisions of this Agreement shall apply until such date as such obligations are satisfied.

Section 5.8 Survival. Notwithstanding any expiration, suspension, or termination of this Agreement, the terms of this Section 5.8 and the following sections of this Agreement shall survive: Section 1.2(b)(i) (Impoundment; Liens or Encumbrances), Section 1.2(b)(ii) (Disposal of Program Assets Consisting of Real Property), Section 4.2 (Consequences of Compact Termination, Suspension, or Expiration), Section 5.1 (Representatives), Section 5.2 (Communications), Section 5.3 (Assignments by Côte d'Ivoire), Section 5.7(c) (Termination of this Agreement), Section 5.9 (Information Provided to MCC), and Section 5.10 (Governing Law).

Section 5.9 Information Provided to MCC. MCC may use or disclose any information in any Disbursement Request, report, or document developed or delivered in connection with the Program: (A) to its employees, contractors, agents, and representatives, (B) to any United States inspector general or the United States Government Accountability Office or otherwise for the purpose of satisfying MCC's own reporting requirements, (C) to post on the MCC Website for the purpose of making certain information publicly available and transparent, (D) in connection with publicizing MCC and its programs, or (E) in any other manner.

Section 5.10 Governing Law. The Parties acknowledge and agree that this Agreement is an international agreement entered into for the purpose of implementing the Compact and as such shall be interpreted in a manner consistent with the Compact and shall be governed by international law.

Section 5.11 Signatures. Signatures to this Agreement and to any amendment to this Agreement shall be original signatures appearing on the same page or in an exchange of letters or diplomatic notes.

**Signature Page Follows on the Next Page**

**IN WITNESS WHEREOF**, the undersigned duly authorized by their respective governments have signed this Program Implementation Agreement.

Done at Washington, DC, this 16th day of April 2026, in the English language.

FOR THE UNITED STATES OF AMERICA    FOR THE REPUBLIC OF CÔTE D'IVOIRE

/s/

/s/

---

Name: Jason A. Small  
Title: Vice President, Department of  
Compact Operations  
Millennium Challenge Corporation

---

Name: Adama Coulibaly  
Title: Minister of Economy, Finance, and  
Budget

## ANNEX I

### DEFINITIONS

***AFC Action Plan** has the meaning provided in Section 2.1(i).*

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

***Auditor** has the meaning provided in Section 2.5(b).*

***Auditor / Reviewer Agreement** has the meaning provided in Section 2.5(b).*

***Bank** has the meaning provided in Section 3.1(c)(ii).*

***Bank Agreement** has the meaning provided in Section 3.1(c)(ii).*

***BCS** has the meaning provided in Section 2.1(d).*

***Bylaws** has the meaning provided in Section 1.3(b)(v).*

***CDF Agreement** has the meaning provided in Annex IV.*

***CEPICI** has the meaning provided in Annex V.*

***CIF** has the meaning provided in Annex V.*

***Closure Period** means the 120-day period beginning on the first day after the last day of the Compact Term (or, if the Compact is terminated earlier in accordance with its terms, the last day that the Compact was in effect) and ending 120 calendar days thereafter.*

***Closure Plan** has the meaning set forth in Section 4.2(f).*

***Common Payment System** means the system pursuant to which payments of MCC Funding are made directly to vendors as further described in the Fiscal Accountability Plan.*

***Compact** has the meaning provided in the Preamble*

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

***Country Contribution Report** has the meaning provided in Section 2.3(d).*

***Designated Rights and Responsibilities** has the meaning provided in Section 1.3(a)(i).*

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

***DGD** has the meaning provided in Annex V.*

*DGI has the meaning provided in Annex V.*

*Disbursement Period has the meaning provided in Section 3.1(a).*

*Disbursement Request has the meaning provided in Section 3.1(a).*

*DST has the meaning provided in Annex V.*

*Exempt Beneficiary has the meaning provided in Annex V.*

*Exempt Entity has the meaning provided in Annex V.*

*Exempt Individual has the meaning provided in Annex V.*

*Financial Contribution has the meaning provided in the MCC Country Contributions Policy.*

*Fiscal Accountability Plan has the meaning provided in Section 2.1(e).*

*Fiscal Agent Agreement has the meaning provided in Section 2.5(a).*

*FOB has the meaning provided in Annex V.*

*Funded Agreement has the meaning provided in Section 1.3(b)(vi).*

*General Provisions Annex means the annex titled General Provisions posted from time to time on the MCC Website or otherwise made available to Côte d'Ivoire.*

*Governance Guidelines means the Policy on Accountable Entities and Implementation Structures.*

*Governing Document has the meaning provided in Section 2.4(g).*

*HR Manual has the meaning provided in Section 1.3(b)(v).*

*Key Staff means the following positions in the Operations Unit: (1) Chief Executive Officer, (2) Deputy Chief Executive Officer of Programs, (3) Director of Finance and Administration, (4) Deputy Chief Executive Officer of Operations, (5) General Counsel, (6) Director of Support for ECOWAS Regional Electricity, (7) Director of Support Regulatory, Operational Capacity CI, (8) Director of Infrastructure and Programs, (9) Director of Monitoring and Evaluation, (10) Director of Social Analysis, (11) Director of Environmental and Social Performance, (12) Director of Human Resources, (13) Director of Procurement, and such other staff as many be agreed in writing with MCC.*

*Lien has the meaning provided in Section 1.2(b)(i).*

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

*Material Agreement has the meaning provided in Section 2.4(c).*

**MCA-Côte d'Ivoire Regional** has the meaning provided in Section 1.3(a)(i).

**MCA-Côte d'Ivoire Regional Website** has the meaning provided in Section 2.6(a).

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

**Multi-Year Financial Plan** has the meaning provided in Section 2.1(b).

**Outside Project Manager** has the meaning provided in Section 2.5(d).

**Party** and **Parties** have the respective meanings provided in the Preamble.

**Permitted Designee** has the meaning provided in Section 1.2(a).

**Personal Income Taxes** has the meaning provided in Annex V.

**Principal Implementation Plan** has the meaning provided in Section 2.1.

**Procurement Agent Agreement** has the meaning provided in Section 2.5(c).

**Procurement & Grants Plan Package** has the meaning provided in Section 2.1(d).

**Reviewer** has the meaning provided in Section 2.5(b).

**Social Analysis and Implementation Plan** has the meaning provided in Section 2.1 (h).

**Stakeholder Committee** means one or more bodies of representatives from the private sector, beneficiaries, civil society, and local and regional governments as may be established by MCA-Côte d'Ivoire Regional as part of fulfilling the requirements of any stakeholder engagement plan to provide advice and input to MCA-Côte d'Ivoire Regional regarding implementation of the Program.

**SYDAM** has the meaning provided in Annex V.

**United States** has the meaning provided in the Preamble.

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

**Work Plans** has the meaning provided in Section 2.1(a).

## ANNEX II

### **CONDITIONS PRECEDENT TO PROGRAM FUNDING<sup>1</sup>**

#### **PART A. Conditions Precedent for Entire Disbursement Request**

(i) Before the initial Disbursement of Program Funding, MCA-Côte d'Ivoire Regional must develop and adopt an Environmental and Social Management System (ESMS) and a Resettlement Policy Framework (RPF), in accordance with MCC's Environmental Guidelines and in form and substance satisfactory to MCC. MCA-Côte d'Ivoire Regional agrees to maintain and implement the ESMS and apply the RPF throughout the Compact Term.

(ii) Before the first Disbursement of Program Funding that occurs 180 days after the Compact enters into force, MCA-Côte d'Ivoire Regional must develop and adopt a comprehensive M&E Plan, in form and substance satisfactory to MCC.

(iii) Before the first Disbursement of Program Funding for payment for works or construction under any contract, Côte d'Ivoire shall submit evidence that it has developed and adopted an internal ESMS for Côte d'Ivoire-Energies (CI-ENERGIES), in form and substance satisfactory to MCC, which shall include a needs assessment of any additional staff and resources CI-ENERGIES must provide to safely manage risks and opportunities related to environmental, social, health and safety issues. CI-ENERGIES shall maintain compliance with the ESMS throughout the Compact Term.

(iv) Before the first Disbursement of Program Funding for payment for works or construction under any contract, MCA-Côte d'Ivoire Regional must submit evidence, in form and substance satisfactory to MCC, that MCA-Côte d'Ivoire Regional or the appropriate Côte d'Ivoire government entity has developed and adopted, as appropriate, an Environmental and Social Impact Assessment (ESIA), an Environmental and Social Management Plan (ESMP), a Stakeholder Engagement Plan (SEP), a Health and Safety Management Plan (HSMP), and/or a Resettlement Action Plan (RAP) for such Project or Activity, each of which must be in form and substance satisfactory to MCC.

(v) Prior to the fourth Disbursement of Program Funding for a given Project or Activity where such Project or Activity (or any component thereof) is to be implemented by an Implementing Entity in whole or in part, MCA-Côte d'Ivoire Regional must have delivered to MCC an executed copy of an agreement between MCA-Côte d'Ivoire Regional and the relevant Implementing Entity that sets forth the roles and responsibilities of each party with respect to such Project or Activity, which agreement must be in form and substance satisfactory to MCC.

(vi) Before each Disbursement of Program Funding for payment under a particular works or construction contract, MCA-Côte d'Ivoire Regional must submit evidence, in form and substance satisfactory to MCC, that MCA-Côte d'Ivoire Regional or the appropriate

<sup>1</sup> In the case of the enactment, amendment, or modification of any law, regulation, or policy mentioned in this Annex II, Côte d'Ivoire shall share a draft of the applicable document with MCC for review prior to submitting it to the relevant final approving authority in Côte d'Ivoire.

Côte d'Ivoire government entity is implementing the requirements of each ESIA, ESMP, SEP, HSMP, or RAP, as appropriate, for such Project or Activity in all material respects and consistent with the Environmental Guidelines (including the IFC Performance Standards that are incorporated by reference therein).

(vii) Before the second Disbursement of Program Funding, MCA-Côte d'Ivoire Regional must develop and adopt a comprehensive Social Analysis and Implementation Plan, in form and substance satisfactory to MCC.

(viii) Before any Disbursement of Program Funding at least 15 months prior to the five (5) year anniversary of the Compact's entry into force, MCA-Côte d'Ivoire Regional must submit to MCC an initial draft Closure Plan in accordance with the *Policy on Program Closure*.

## **PART B. Conditions Precedent for Côte d'Ivoire Regional Electricity Project**

(i) Before the eighth Disbursement of Program Funding, the Côte d'Ivoire Regional Electricity Project must meet, to MCC's satisfaction, the Results Definition Standard as defined and described in the M&E Policy.

### **Modernizing the Grid Network in Côte d'Ivoire Activity**

(ii) Before the first Disbursement of Program Funding for the payment for works or construction for the Battery Energy Storage Systems, Côte d'Ivoire shall provide evidence, in form and substance satisfactory to MCC, that it has adopted a nationwide operational reserve strategy that identifies the battery storage plants included under the Program and reflects battery storage system reserve studies and designs conducted under the Program to meet all of Côte d'Ivoire's anticipated power reserve requirements.

### **Support to Côte d'Ivoire in the Regional Electricity Market Activity**

(iii) Before the first Disbursement of Program Funding for any contracts relating to the Strengthening the Legal and Regulatory Framework component, Côte d'Ivoire shall establish, through an interministerial order, a transmission tariff, in conformance with sub-regional regulations, to be used for bilateral electricity transactions in existing and new contracts.

(iv) Before the first Disbursement of Program Funding for payments under a works contract under the Support to Côte d'Ivoire in the Regional Electricity Market Activity, Côte d'Ivoire shall provide evidence, in form and substance satisfactory to MCC, that Côte d'Ivoire has made available the necessary land with clean or proper title upon which the dormitory shall be constructed in Bingerville.

**ANNEX III**

**NOTIONAL ALLOCATION OF COUNTRY CONTRIBUTION (USD)**

	CFE (USD)	Year 1 (USD)	Year 2 (USD)	Year 3 (USD)	Year 4 (USD)	Year 5 (USD)	Total Budget (USD)
<b>1 - Côte d'Ivoire Regional Energy Project</b>							
1.1 - Support for the ECOWAS Regional Energy Activity	-	-	-	-	-	-	-
1.2 - Modernizing the Grid Network in Côte d'Ivoire Activity	-	-	-	-	-	4,500,000	4,500,000
1.3 - Support to Côte d'Ivoire in Regional Electricity Market Activity	-	4,500,000	4,500,000	4,500,000	4,500,000	-	18,000,000
<b>Total Côte d'Ivoire Regional Energy Project</b>	-	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	22,500,000
<b>2 - Monitoring &amp; Evaluation</b>							
2.1 - Monitoring & Evaluation	-	-	-	-	-	-	-
<b>Total Monitoring &amp; Evaluation</b>	-	-	-	-	-	-	-
<b>3 - Program Administration</b>							
3.1 - Program Administration	-	-	-	-	-	-	-
<b>Total Program Administration</b>	-	-	-	-	-	-	-
<b>TOTAL GOVERNMENT CONTRIBUTION</b>	-	4,500,000	4,500,000	4,500,000	4,500,000	4,500,000	22,500,000

## ANNEX IV

### **PRINCIPLES FOR MANAGEMENT OF THE COUNTRY CONTRIBUTION**

The Country Contribution must be made toward meeting the objectives of the Compact and must directly support the Project and Activities identified in the Compact. Country investments or expenditures that further the objectives of the Compact but are merely complementary or tangentially related to the Project and Activities identified in the Compact shall not count toward the amount of the Country Contribution.

The Country Contribution proposed by Côte d'Ivoire is a financial contribution as defined in the MCC Country Contributions Policy (Financial Contribution) and detailed in Annex III of this Agreement. The Country Contribution is managed in accordance with the principles below.

#### **I. Financial Contribution**

##### **A. General Principles.**

1. Except as the Parties may otherwise agree in writing, the Financial Contribution shall conform to the requirements and provisions of the Compact and this Agreement, just as if it were MCC Funding. For the avoidance of doubt, any activities undertaken, in whole or in part, with the Financial Contribution shall adhere to, among other things the Reporting Guidelines; the Accountable Entity Procurement Policy & Guidelines; the MCC Program Grant Guidelines; the MCC Cost Principles for Government Affiliates; the MCC Country Contributions Policy; the MCC Environmental Guidelines; the Tax Exemption Mechanisms in Annex V of this Agreement; the MCC Policy on Preventing, Detecting and Remediating Fraud and Corruption in MCC Operations; the Audit Guidelines; and the Social Analysis and Implementation Plan.

2. The Financial Contribution shall begin to be disbursed through the Program in accordance with the notional schedule in Annex III. The entire amount of the Financial Contribution must be disbursed and recorded prior to the expiration of the Compact.

##### **B. Disbursement Principles for the Financial Contribution.**

1. In order to properly manage and account for the Financial Contribution, prior to receiving the first Disbursement of the Financial Contribution, the Permitted Designee shall open one or more separate, segregated Country Accounts and/or other Permitted Accounts under the Bank Agreement for Disbursements of the Financial Contribution and any earnings and interest accrued thereon. No other accounts are authorized to receive or hold Disbursements of the Financial Contribution.

2. Upon request by MCA-Côte d'Ivoire Regional, Côte d'Ivoire shall disburse the requested portion of the Financial Contribution to the Country Account according to the schedule in Annex III. Côte d'Ivoire shall disburse the funding in the amount requested to the Country Account within 15 days after receipt of MCA-Côte d'Ivoire Regional's requests.

3. Any and all interest accrued on the Financial Contribution shall remain in the Country Account and, unless the Parties agree otherwise in writing, reduce the amount of MCA-Côte d'Ivoire Regional's subsequent Disbursement Requests.

### **C. Valuation and Oversight of the Financial Contribution.**

1. In compliance with Section 2.8(b), Financial Contributions are recorded when disbursed to the intended recipient, using the prevailing exchange rate conversions between the local currency of Côte d'Ivoire and United States Dollars, if applicable, detailed in the Fiscal Accountability Plan.

2. MCA-Côte d'Ivoire Regional shall ensure to MCC's satisfaction that the Financial Contribution is fully and timely incorporated in the Principal Implementation Plans.

3. MCA-Côte d'Ivoire Regional shall ensure to MCC's satisfaction that the Financial Contribution conforms to the requirements and provisions of the Fiscal Accountability Plan and Audit Plan, just as if it were MCC Funding.

## **II. Country Contribution Reporting**

MCC and MCA-Côte d'Ivoire Regional shall monitor and track the Country Contribution over the life of the Compact, that is, from signing through the end of the Compact Term.

### **A. Periodic Reporting to MCC from MCA-Côte d'Ivoire Regional.**

1. No later than thirty (30) days after each audit period, MCA-Côte d'Ivoire Regional is required to submit to MCC for no-objection an official narrative and financial report consistent with its audit schedule and requirements of the Audit Guidelines. In its review of the report, MCC may request supporting documentation to validate any amount reported.

2. The "Explanatory Notes" that MCA-Côte d'Ivoire Regional submits as part of the quarterly Disbursement Request must include an update on the status of the Country Contribution.

### **B. On-site Monitoring.**

1. MCC reserves the right to conduct on-site monitoring and verification of the Country Contribution, including, without limitation, by physical inspection of source documents (e.g., timesheets, invoices, valuation reports, and bank statements), site visits and interviews.

### **C. MCA-Côte d'Ivoire Regional External Audit Requirements.**

1. MCA-Côte d'Ivoire Regional audit reports shall include a "Schedule of Cost Sharing" to document the Country Contribution. The independent public auditor should perform a review of the Country Contribution as part of its normal audits. As part of its audit, the independent public auditor ensure that the required matching percentages or amounts are being met per the agreed schedule of contributions.

## ANNEX V

### TAX EXEMPTION MECHANISMS

Côte d’Ivoire agrees to ensure that MCA-Côte d’Ivoire Regional and all Providers, Covered Providers, Implementing Entities, contractors (prime contractors and subcontractors), consultants, and other entities and individuals that receive MCC Funding directly or indirectly in furtherance of the Grant and Implementation Agreement between MCC and the Government signed on January 19, 2023 (the “**CDF Agreement**”) or the Compact are exempt from Taxes in accordance with Section 4.2(j) of the CDF Agreement and Section 2.8 of the Compact.

All applications and requests made of Government authorities made in connection with the procedures included in these schedules are free of any fees or charges.

The following schedules identify specific taxes and mechanisms to ensure compliance with the tax exemption under the CDF Agreement and the Compact. Côte d’Ivoire shall provide a copy of the CDF Agreement and the Compact to the Ministry of Economy, Finance, and Budget, *Direction Générale des Douanes* (“**DGD**”), the *Direction Générale des Impôts* (“**DGI**”), and any other Government entity implicated or which may have a role or responsibility to ensure that Côte d’Ivoire implements and satisfies the terms of the CDF Agreement and the Compact and the mechanisms to implement the tax exemption as agreed herein, or as otherwise adopted under the Compact. Unless expressly provided herein, each reference in this Annex to a ministry or government entity of Côte d’Ivoire shall be construed to include any successor ministry or government entity with the relevant subject matter or sector authority.

Beneficiaries of the tax exemption must provide the documents listed in the following schedules or those which provide substantially equivalent information but for which terminology may vary. No additional requirements may be demanded without modification of these schedules.

As the direct beneficiary of the tax exemption under the CDF Agreement and the Compact, MCA-Côte d’Ivoire Regional agrees to facilitate and assist all other indirect beneficiaries of the tax exemption, including Providers, Covered Providers, Implementing Entities, contractors (prime contractors and subcontractors), consultants, and other entities and individuals that receive Grant funding or MCC Funding directly or indirectly in furtherance of the CDF Agreement and the Compact (an “**Exempt Entity**” in the case of a legal entity or an “**Exempt Individual**” in the case of a natural person, and in either case an “**Exempt Beneficiary**”), to ensure compliance with the exemption terms herein.

Consistent with Section 4.2(j) of the CDF Agreement and Section 2.8 of the Compact, and notwithstanding the exemption methodologies described in these schedules, if a tax has been paid by an Exempt Beneficiary in connection with the CDF Agreement or the Compact, Côte d’Ivoire agrees to refund the amount of tax paid to that entity or individual within sixty days of the receipt of documentation providing evidence of taxes paid. Eligible Exempt Beneficiaries of tax relief should present this documentation to MCA-Côte d’Ivoire Regional to facilitate reimbursement pursuant to the Compact.

To the extent that there are Taxes not addressed in this Schedule 3, whether currently in force or established in the future, that are not being exempted by Côte d'Ivoire in accordance with Section 4.2(j) of the CDF Agreement and Section 2.8 of the Compact, Côte d'Ivoire hereby agrees to implement appropriate procedures (approved in writing by MCC) to ensure that such additional Taxes are exempted in accordance with Section 4.2(j) of the CDF Agreement and Section 2.8 of the Compact. For the avoidance of doubt, the identification (or lack of identification) of Taxes in this Schedule 3, or the description (or lack of description) of procedures to implement the required exemption from such Taxes, shall in no way limit the scope of the tax exemption required by Section 4.2(j) of the CDF Agreement and Section 2.8 of the Compact.

**Initial Procedures to be Undertaken by  
MCA-Côte d'Ivoire Regional to Facilitate the Tax Exemption Process**

**1. Issuance of Minister of Economy, Finance, and Budget Decision.**

MCA-Côte d'Ivoire Regional shall take certain preliminary steps to facilitate the tax exemption processes set out in the following schedules. Following the ratification of the Compact, MCA-Côte d'Ivoire Regional shall submit a request for a decision of the Minister of Economy, Finance, and Budget implementing the exemption of MCA-Côte d'Ivoire Regional and any Exempt Beneficiary from the imposition of any indirect Taxes in accordance with Section 4.2(j) of the CDF Agreement and Section 2.8 of the Compact. MCA-Côte d'Ivoire Regional shall include in an annex a list of existing Exempt Beneficiaries with this request.

Once the Minister of Economy, Finance, and Budget issues the decision, MCA-Côte d'Ivoire Regional shall provide the decision along with a copy of the Compact to DGD and DGI and MCA-Côte d'Ivoire Regional shall provide these administrations with an updated list of Exempt Beneficiaries as necessary. The decision shall be effective for the duration of the Compact and the 120-day closure period.

For the avoidance of doubt, in the event that an indirect tax is not referenced in the decision, or a new tax is established in the future, MCA-Côte d'Ivoire Regional shall request a revised decision from the Minister of Economy, Finance, and Budget, which decision shall be issued within 72 hours to ensure compliance with Section 4.2(j) of the CDF Agreement and Section 2.8 of the Compact.

**2. Issuance of Tax Registration Number.**

After MCA-Côte d'Ivoire Regional signs a contract with an Exempt Beneficiary, MCA-Côte d'Ivoire Regional shall register the Exempt Beneficiary with the Côte d'Ivoire's Investment Promotion Centre ("*CEPICI*") and obtain a tax registration number.

To obtain the tax registration number, MCA-Côte d'Ivoire Regional must verify the legal identity, and procure specimen signatures for each Exempt Entity and Exempt Individual and a copy of the identification card for the authorized signature of the Exempt Entity or for the Exempt Individual. MCA-Côte d'Ivoire Regional must then provide this information to DGI along with a letter listing the Exempt Beneficiary that is signed by the Director General of MCA-Côte d'Ivoire Regional and bearing MCA-Côte d'Ivoire Regional's stamp and seal. Under CEPICI's fast-track registration procedure, DGI shall issue a tax registration number for each Exempt Beneficiary within 48 hours.

**3. Initial Procedures for the Importation of Goods.**

MCA-Côte d'Ivoire Regional shall be granted the authority to make use of a fast-track clearance process for goods imported in Côte d'Ivoire, whereby imported goods may clear customs through the submission of a special declaration certificate (*Déclaration Sommaire de Transfert* ("*DST*"). To obtain the authorization from DGD to make use of this process, MCA-Côte d'Ivoire Regional must send a letter to the *Directeur Général des Douanes* in DGD. The letter

must include a copy of the Compact; the Minister of Economy, Finance, and Budget decision; the list of Exempt Beneficiaries; and the tax registration number for each Exempt Beneficiary. Once this letter is received, DGD shall grant the requisite authorization, which shall be effective for the duration of the Compact and the 120-day compact closure period. MCA-Côte d'Ivoire Regional must periodically send an updated list of Exempt Beneficiaries to the *Directeur Général des Douanes and Secretariat de Sous-Direction des Techniques Douanières*.

**SCHEDULE A**  
**IMPORT AND CUSTOMS DUTIES**

**Legal Basis for the Exemption.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

**Beneficiaries of Exemption.**

MCA-Côte d’Ivoire Regional, state and local governments, and any Exempt Beneficiary (whether foreign or Ivorian private or public entities or individuals).

**Procedures.**

In order to secure the exemption on import and customs duties levied on the import of goods into Côte d’Ivoire, the below steps must be followed:

1. MCA-Côte d’Ivoire Regional shall implement the initial procedures to facilitate the tax exemption procedures for the issuance of the Minister of Economy, Finance, and Budget decision, issuance of a tax registration number, and the initial procedures for the importation of goods.
2. MCA-Côte d’Ivoire Regional will further implement and update, as necessary, the freight forwarder requirements in accordance with applicable law.
3. The MCA-Côte d’Ivoire Regional shall provide the Exempt Beneficiary with a form of a certificate of exemption.
4. The Exempt Beneficiary, in turn, must provide MCA-Côte d’Ivoire Regional with: (i) a signed certificate of exemption ensuring that the certificate of exemption includes the name of the Exempt Beneficiary, its logo, the tax registration number, its address, the trade and customs designation of the article for which the exemption is sought, and the Freight on Board (“**FOB**”) and Cost Insurance & Freight (“**CIF**”) value, if applicable; (ii) a copy of the commercial invoice; (iii) the bill of lading (*Connaissement maritime*), the air waybill (*Lettre de Transport Aérien*), or the consignment note (*Lettre de voiture*), according to the mode of transport; (iv) the contract with MCA-Côte d’Ivoire Regional; and (v) the draft of the detailed declaration prepared by the Exempt Beneficiary’s freight forwarder.
5. MCA-Côte d’Ivoire Regional shall submit the certificate of exemption with the accompanying documents and a copy of the Compact to the *Secretariat of Sous-Direction des Techniques Douanières* in the DGD.
6. The Secretariat of the Customs Techniques Sub-Directorate shall assign a registration number to the application and transmit it to the IT Unit of the Customs Techniques Sub-Directorate of the DGD. Within 72 hours, the DGD shall register all the information contained in the application in the Customs Administration Information Management System (“**SYDAM**”) and then shall issue an electronic certificate of exemption with a validation number.
7. Once the electronic certificate of exemption has been issued, the freight forwarder of the exempt beneficiary shall edit and print the Accounting Declaration and then submit it to

the relevant customs office for the purpose of obtaining the Voucher. Once the DST has been registered in SYDAM, the freight forwarder may immediately clear the imported goods from customs in the Container Terminal Management Office in the port, in the *Bureau de Douanes Frontières* at a border post or at the appropriate customs office at the airport.

8. With the issuance of the Voucher To Collect, the exempt beneficiary will be exempted from the payment of any import or customs clearance duties.

**SCHEDULE B**  
**VALUE ADDED TAX (“VAT”)**

**Legal Basis for Exemption or Reimbursement.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

**Beneficiaries of Exemption.**

MCA-Côte d’Ivoire Regional, state and local governments, and any Exempt Beneficiary (whether foreign or Ivorian private or public entities or individuals).

**Procedures.**

1. **VAT on Imported Goods:** In order to secure the exemption to VAT levied on the import of goods into Côte d’Ivoire, the below steps must be followed:
  - a. MCA-Côte d’Ivoire Regional shall implement the initial procedures to facilitate the tax exemption procedures for the issuance of the Minister of Economy, Finance, and Budget decision, issuance of a tax registration number, and the initial procedures for the importation of goods.
  - b. MCA-Côte d’Ivoire Regional will further implement and update, as necessary, the freight forwarder requirements in accordance with applicable law.
  - c. If the Exempt Beneficiary is seeking an exemption from import and customs duties, the Exempt Beneficiary must indicate in the certificate of exemption that a VAT exemption is being requested. The electronic exemption certificate issued for the import and customs duties shall include an exemption for VAT and serve as evidence of the VAT exemption.
  - d. If the Exempt Beneficiary is only seeking an exemption from VAT, MCA-Côte d’Ivoire Regional shall provide the Exempt Beneficiary with a VAT exemption certificate request form.
  - e. The Exempt Beneficiary must submit to MCA-Côte d’Ivoire Regional a signed VAT exemption certificate request form and an original proforma invoice.
  - f. MCA-Côte d’Ivoire Regional shall submit the exemption certificate request form, the original proforma invoice and copies of the Compact and Program Implementation Agreement to DGI.
  - g. Within 72 hours, DGI shall issue to MCA-Côte d’Ivoire Regional a VAT exemption certificate and a stamped proforma invoice.
  - h. MCA-Côte d’Ivoire Regional shall transmit the VAT exemption certificate and the proforma invoice to the Exempt Beneficiary.
  - i. The VAT exemption certificate and the proforma invoice shall serve as evidence of the VAT exemption.

2. VAT on Services Imported into Côte d'Ivoire: Services sourced from outside of Côte d'Ivoire and imported shall be exempt from VAT, and reverse VAT or related withholding shall not attach to or be required for any payments made for such services, regardless of whether those payments are made within or outside of Côte d'Ivoire.
3. VAT on Goods, Works and Services purchased in Côte d'Ivoire: In order to secure the exemption on VAT levied on goods, works and services purchased in Côte d'Ivoire, the following steps shall be implemented for each Exempt Beneficiary that may purchase or provide goods, works or services under the Compact:
  - a. MCA-Côte d'Ivoire Regional shall implement the initial procedures to facilitate the tax exemption procedures for the issuance of the Minister of Economy, Finance, and Budget decision and issuance of a tax registration number.
  - b. MCA-Côte d'Ivoire Regional shall provide the Exempt Beneficiary with an exemption certificate request form (*formulaire de demande d'attestation d'exonération*).
  - c. The Exempt Beneficiary, in turn, must provide MCA-Côte d'Ivoire Regional with a completed exemption certificate request and an original proforma invoice. The proforma invoice must include the Exempt Beneficiary's tax registration number for the Exempt Beneficiary.
  - d. MCA-Côte d'Ivoire Regional shall submit the exemption certificate request form along with the original proforma invoice and copies of the Compact and Program Implementation Agreement to DGI.
  - e. Within 72 hours, DGI shall issue to MCA-Côte d'Ivoire Regional a VAT exemption certificate along with the stamped proforma invoice.
  - f. MCA-Côte d'Ivoire Regional shall transmit the VAT exemption certificate and the proforma invoice to each Exempt Beneficiary.
  - g. The VAT exemption certificate and the stamped proforma invoice shall serve as evidence of the VAT exemption.

**SCHEDULE C**  
**CORPORATE INCOME TAX**

**Legal Basis for Exemption.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

**Beneficiaries of Exemption.**

Any foreign Exempt Beneficiaries that are not legally incorporated in Côte d'Ivoire shall be entitled to an exemption from the Republic of Côte d'Ivoire corporate income tax, and related taxes, on income earned from providing services in furtherance of the CDF Agreement or the Compact; *provided that*, in determining if an Exempt Beneficiary has been formed under the laws of Côte d'Ivoire for the purposes of this Schedule C, the status of such Exempt Beneficiary shall be based on its status as of the time it is awarded or executes a Compact-related agreement or contract, and such initial determination shall not change regardless of: (i) the type of agreement or contract used to employ or engage such Exempt Beneficiary, (ii) any laws of Côte d'Ivoire that purport to change such status based on a period of contract performance or a period of time residing and/or working in Côte d'Ivoire and/or (iii) any requirement under the laws of Côte d'Ivoire that a company or other legal person must establish a branch office in Côte d'Ivoire, or otherwise register or organize itself under the laws of Côte d'Ivoire, in order to provide goods, services or works in Côte d'Ivoire.

**Procedures.**

1. The Exempt Beneficiary shall be exempt from any income or other mandatory taxes and charges imposed by Côte d'Ivoire or any subdivision thereof, regarding corporate income received in connection with income earned from works and services performed in furtherance of the Compact.
2. The Exempt Beneficiary is required to comply with all tax and accounting declaration requirements under the relevant tax law in Côte d'Ivoire. Côte d'Ivoire shall facilitate and assist the Exempt Beneficiary in the fulfillment of such tax and accounting declaration requirements as necessary.

**SCHEDULE D**  
**INDIVIDUAL INCOME TAX**

**Legal Basis for Exemption.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

**Beneficiaries of Exemption.**

All Exempt Individuals, other than citizens and permanent residents of Côte d'Ivoire. Persons who derive income hereunder who otherwise were not citizens or residents prior to receiving that income shall also be deemed Exempt Individuals.

**Procedures.**

1. The Exempt Individuals shall be exempt from any income, social security, medical insurance or other mandatory taxes and charges imposed by Côte d'Ivoire or any subdivision thereof, regarding personal income (the "***Personal Income Taxes***") received in connection with income earned from works and services performed in furtherance of the Compact.
2. MCA-Côte d'Ivoire Regional, the Implementing Entities, the Fiscal Agent and the Procurement Agent and any other vendor who employs Exempt Individuals shall not withhold or pay Personal Income Taxes for the Exempt Individuals.
3. The Exempt Individual is required to comply with all tax and accounting declaration requirements under the relevant tax law in Côte d'Ivoire. Côte d'Ivoire shall facilitate and assist the Exempt Individual in the fulfillment of such tax and accounting declaration requirements as needed.

**SCHEDULE E**  
**FRINGE BENEFIT TAX**

**Legal Basis for Exemption.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

**Beneficiaries of Exemption.**

All Exempt Individuals, other than citizens and permanent residents of Côte d'Ivoire, working for MCA-Côte d'Ivoire Regional, Implementing Entities, Exempt Entities or Exempt Individuals, including professional services providers contracting as individuals in connection with the Compact.

**Procedures.**

Neither MCA-Côte d'Ivoire Regional, Implementing Entities, nor any Exempt Beneficiary shall be required to pay fringe benefits tax for any fringe benefits provided to their employees with respect to employment or services provided in furtherance of the Compact. Exempt Individuals are required to comply with all tax and accounting declaration requirements under the relevant tax law in Côte d'Ivoire. Côte d'Ivoire shall facilitate and assist the Exempt Individuals in the fulfillment of such tax and accounting declaration requirements as necessary.

## SCHEDULE F

### TAXATION OF PETROLEUM PRODUCTS

#### **Legal Basis for Exemption or Reimbursement.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

#### **Beneficiaries of Exemption.**

MCA-Côte d'Ivoire Regional, state and local governments, and any Exempt Beneficiary (whether foreign or Ivorian private or public entities or individuals).

#### **Procedures.**

In order to secure this exemption, which relates to petroleum products such as fuel acquired for MCC-funded projects, MCA-Côte d'Ivoire Regional and each Exempt Beneficiary of the exemption must comply with the following steps:

1. MCA-Côte d'Ivoire Regional shall implement the initial procedures to facilitate the tax exemption procedures for the issuance of the Minister of Economy, Finance, and Budget decision and issuance of a tax registration number.
2. MCA-Côte d'Ivoire Regional shall launch a procurement based on a Request for Information that shall result in a shortlist of licensed fuel marketers. The shortlist of fuel marketers shall be updated from time to time, as needed.
3. The MCA-Côte d'Ivoire Regional shall provide the Exempt Beneficiary with a form of a certificate of exemption.
4. The Exempt Beneficiary must provide MCA-Côte d'Ivoire Regional with a signed certificate of exemption along with a proforma invoice from one of the shortlisted fuel marketers for the amount of fuel needed for one quarter.
5. The Exempt Beneficiary shall then provide the proforma invoice to MCA-Côte d'Ivoire Regional. MCA-Côte d'Ivoire Regional shall compare the requested fuel quantity to the bill of qualities in the Exempt Beneficiary's contract, and provided the requested fuel quantity is consistent with the Exempt Beneficiary's needs, MCA-Côte d'Ivoire Regional shall sign and stamp the proforma invoice.
6. MCA-Côte d'Ivoire Regional shall submit the certificate of exemption, the proforma invoice, a copy of the Compact and the contract between MCA-Côte d'Ivoire Regional and the Exempt Beneficiary to the *Secretariat of Sous-Direction des Techniques Douanières* in the DGD.
7. The *Secretariat of Sous-Direction des Techniques Douanières* shall issue a unique registration number to the request and then forward the request to DGD's *Cellule Informatique du Sous-Direction des Techniques Douanières*. DGD shall record all the

information contained on the application in the SYDAM and issue an electronic certificate of exemption within 72 hours.

8. Once the electronic certificate of exemption is issued to MCA-Côte d'Ivoire Regional, MCA-Côte d'Ivoire Regional shall provide the certificate of exemption to the Exempt Beneficiary along with the proforma invoice.
9. With the certificate of exemption and the proforma invoice, the Exempt Beneficiary shall purchase a prepaid fuel card with petroleum taxes exempt from one of the shortlisted licensed fuel marketers.
10. The Exempt Beneficiary must provide a final invoice to MCA-Côte d'Ivoire Regional at the end of the quarter.

The Exempt Beneficiary should first follow the above-described process to obtain the exemption related to petroleum products and work with MCA-Côte d'Ivoire Regional to address any issues. For the avoidance of doubt, however, if any taxes are paid related to such by MCA-Côte d'Ivoire Regional or an Exempt Beneficiary, Côte d'Ivoire shall reimburse MCA-Côte d'Ivoire Regional or the Exempt Beneficiary within 60 days of the receipt of documentation providing evidence of taxes paid.

## **SCHEDULE G TELECOMMUNICATIONS TAXES**

### **Legal Basis for Exemption.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

### **Beneficiaries of Exemption and Reimbursement.**

MCA-Côte d'Ivoire Regional, Implementing Entities, and any Exempt Beneficiary (whether foreign or Ivorian private or public entities or individuals).

### **Procedures.**

MCA-Côte d'Ivoire Regional and each Exempt Beneficiary shall be exempt from the payment of any telecommunications taxes. In order to secure this exemption, MCA-Côte d'Ivoire Regional and each Exempt Beneficiary of the exemption must comply with the following steps:

1. MCA-Côte d'Ivoire Regional shall implement the initial procedures to facilitate the tax exemption procedures for the issuance of the Minister of Economy, Finance, and Budget decision and issuance of a tax registration number.
2. MCA-Côte d'Ivoire Regional shall provide the Exempt Beneficiary with a form of telecommunications tax exemption certificate.
3. The Exempt Beneficiary must return to MCA-Côte d'Ivoire Regional the completed form of telecommunications tax exemption certificate and a copy of the proforma invoice from the telecommunication company.
4. MCA-Côte d'Ivoire Regional shall submit the form and the proforma invoice to DGI.
5. DGI shall provide MCA-Côte d'Ivoire Regional with an approved exemption certificate for each Exempt Beneficiary within 72 hours; and MCA-Côte d'Ivoire Regional, in turn, shall provide the approved exemption certificate to the Exempt Beneficiary.
6. The approved telecommunications tax exemption certificate shall serve as evidence of the exemption and remain in effect for the duration of the contract between the Exempt Beneficiary and the telecommunication company.

## SCHEDULE H

### TEMPORARY IMPORT OF VEHICLE OR EQUIPMENT

#### **Legal Basis for the Exemption.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

#### **Beneficiaries.**

MCA-Côte d'Ivoire Regional, state and local governments, and any Exempt Beneficiary (whether foreign or Ivorian private or public entities or individuals) that are required to import a vehicle or equipment to provide goods, works or services for MCC-funded projects.

#### **Procedures.**

MCA-Côte d'Ivoire Regional and each Exempt Beneficiary may import a vehicle or equipment without the imposition of import and customs duties by complying with the following steps:

1. MCA-Côte d'Ivoire Regional shall implement the initial procedures to facilitate the tax exemption procedures for the issuance of the Minister of Economy, Finance, and Budget decision, issuance of a tax registration number, and the initial procedures for the importation of goods.
2. MCA-Côte d'Ivoire Regional will further implement and update, as necessary, the freight forwarder requirements in accordance with applicable law.
3. The MCA-Côte d'Ivoire Regional then shall provide the Exempt Beneficiary with a form of a certificate of ordinary temporary customs admission.
4. The Exempt Beneficiary must provide MCA-Côte d'Ivoire Regional with: (i) a signed certificate of ordinary temporary customs admission ensuring that the certificate of exemption includes the name of the Exempt Beneficiary, its logo, the tax registration number, its address, the trade and customs designation of the article for which the exemption is sought, and the FOB and CIF value, if applicable; (ii) a copy of the commercial invoice; (iii) the bill of lading (*Connaissement maritime*), the air waybill (*Lettre de Transport Aérien*), or the consignment note (*Lettre de voiture*), according to the mode of transport; and (iii) a copy of the contract with MCA-Côte d'Ivoire Regional.
5. MCA-Côte d'Ivoire Regional shall submit the certificate of ordinary temporary customs admission with the accompanying documents to the *Secretariat of Sous-Direction des Techniques Douanières* in DGD.

6. The *Secretariat of Sous-Direction des Techniques Douanières* shall integrate the request into SYDAM and then issue a signed and stamped certificate of ordinary temporary customs admission to MCA-Côte d'Ivoire Regional for each Exempt Beneficiary within 72 hours.
7. The Exempt Beneficiary, through their freight forwarder, must submit the signed and stamped certificate of ordinary temporary customs admission to the *Bureau des Régimes Particuliers* (for general goods) or the *Bureau des Douanes du Guichet Unique Automobile* (for the vehicles and heavy plant machinery) in DGI in order to obtain a signed and stamped removal order (*Bon A Enlever*) that shall allow the Exempt Beneficiary to pick-up the vehicle or equipment.

## SCHEDULE I

### **COMMUNITY TAXES (*LES PRELEVEMENTS COMMUNAUTAIRES DE L'UEMOA, DE LA CEDEAO ET LES TAXES A L'IMPORTATION DE L'UNION AFRICAINE*)**

#### **Legal Basis for the Exemption and Reimbursement.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

#### **Beneficiaries.**

MCA-Côte d'Ivoire Regional, state and local governments, and any Exempt Beneficiary (whether foreign or Ivorian private or public entities or individuals).

#### **Procedures.**

All MCC Funding is exempt from the community levies imposed by UEMOA, ECOWAS and the African Union. MCA-Côte d'Ivoire Regional and each Exempt Beneficiary shall submit a form of a certificate of exemption for the community levies along with the request for exemption from import and custom duties detailed in Schedule A to this Schedule 3. The exemption shall be granted as part of the issuance of the electronic certificate of exemption provided by DGD to exempt import and custom duties.

## SCHEDULE J

### REGISTRATION TAX, REGISTRATION FEES AND STAMP DUTY

#### **Legal Basis for the Exemption and Reimbursement.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

#### **Beneficiaries.**

MCA-Côte d'Ivoire Regional, state and local governments, and any Exempt Beneficiary (whether foreign or Ivorian private or public entities or individuals).

#### **Procedures.**

1. Each Exempt Beneficiary must submit to MCA-Côte d'Ivoire Regional the original version of any document or contract that must be stamped or registered.
2. MCA Côte d'Ivoire Regional shall submit the document or contract along with a copy of the Compact to the *Sous-Direction de l'Enregistrement et du Timbre* of the DGI in the Ministry of Economy, Finance, and Budget, where the documents or contract shall be certified and registered without the imposition of a registration tax, registration fee or stamp duty.

**SCHEDULE K**  
**PROPERTY TAXES**

**Legal Basis for the Exemption and Reimbursement.**

1. CDF Agreement (Section 4.2(j))
2. Compact (Section 2.8)

**Beneficiaries.**

MCA-Côte d'Ivoire Regional, state and local governments, and any Exempt Beneficiary (whether foreign or Ivorian private or public entities or individuals).

**Procedures.**

1. MCA-Côte d'Ivoire Regional and each Exempt Beneficiary shall be exempt from any property or other mandatory taxes and charges imposed by Côte d'Ivoire or any subdivision thereof, regarding assets or land properties, received, purchased, rented, in connection with works and services performed in furtherance of the Compact.
2. MCA-Côte d'Ivoire Regional and each Exempt Beneficiary shall not withhold or pay property taxes for any landlord for the building or part of the building received, purchased, rented using MCC Funding.
3. MCA-Côte d'Ivoire Regional and each Exempt Beneficiary are required to comply with all tax and accounting declaration requirements under the relevant tax law in Côte d'Ivoire. Côte d'Ivoire shall facilitate and assist MCA-Côte d'Ivoire Regional and each Exempt Beneficiary in the fulfillment of such tax and accounting declaration requirements as necessary.