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Investing in rural people

The United Republic of Tanzania

Bagamoyo Sugar Infrastructure and
Sustainable Community Development
Programme

Negotiated financing agreement

Executive Board — 116th Session
Rome, 16 – 17 December 2015

For: Information

Negotiated financing agreement: "Bagamoyo Sugar Infrastructure and Sustainable Community Development Programme"

(Negotiations concluded on 2 December 2015)

Loan Number: [click and insert number]
Grant Number: [click and insert number]

Programme: Bagamoyo Sugar Infrastructure and Sustainable Community Development Programme ("the Programme")

The United Republic of Tanzania (the "Borrower/Recipient")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

and

The Adaptation for Smallholder Agriculture Programme Trust Fund (the "ASAP Trust Fund")

(each a "Party" and both of them collectively the "Parties")

hereby agree as follows:

PREAMBLE

Whereas

(A) the Borrower/Recipient has requested a loan from the Fund and a grant from the ASAP Trust Fund for the purpose of financing the Programme described in Schedule 1 to this Agreement (the "Programme"), and

(B) the Borrower/Recipient intends to obtain from the African Development Bank ("AfDB") a loan ("AfDB Loan") in the amount of thirty million USD to finance component 1(a) of the Programme, on terms and conditions to be set forth in an agreement between the AfDB and the Borrower/Recipient (the "AfDB Agreement").

NOW, THEREFORE, the Parties hereto hereby agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Programme Description and Implementation Arrangements (Schedule 1) and the Allocation Table (Schedule 2) and the Special Covenants (Schedule 3).

2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of April 2014, and as may be amended hereafter from time to time (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement and all references to "Project" in the General Conditions shall apply to the Programme). For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein.

3. The Fund shall provide a Loan and the ASAP Trust Fund shall provide an ASAP Trust Grant to the Borrower/Recipient (collectively referred to as the "Financing"), which the Borrower/Recipient shall use to implement the Programme in accordance with the terms and conditions of this Agreement.

Section B

1. A. The amount of the IFAD Loan is SDR 40 350 000 (forty million, three hundred, fifty thousand Special Drawing Rights).
- B. The amount of the ASAP Trust Grant is SDR 7 120 000 (seven million, one hundred, twenty thousand Special Drawing Rights).
2. The Loan is granted on highly concessional terms, meaning that the Borrower/Recipient shall pay to the Fund a service charge at the rate of 0.75% per annum on the principal amount of the Loan outstanding from time to time and with a maturity period of (forty) 40 years, including a grace period of (ten) 10 years.
3. The Loan Service Payment Currency shall be US Dollars.
4. The first day of the applicable Fiscal Year shall be 1 July.
5. Payments of principal and service charge shall be payable on each March 1 and September 1.
6. There shall be one Designated Account operated by of the Ministry of Agriculture, Food Security and Cooperatives ("MAFC") in the Borrower/Recipient's central bank.
7. The Borrower/Recipient shall provide counterpart financing for the Programme in the amount of fifteen million four hundred thousand USD (USD 15 400 000) in tax exemptions in accordance with the Borrower/Recipient's tax law, including (i) cash to offset applicable taxes to be paid by the Programme in case the Programme and Coordination Management Unit ("PCMU", as defined below) is not benefited by an efficient tax exemption mechanism, and (ii) and approximately one million five hundred thousand USD (USD 1 500 000) in cash to pay for any taxes that may apply to service providers and staff contributions paid by Government/Recipient to its National Social Security Fund ("NSSF").

Section C

1. The Lead Programme Agency ("LPA") shall be the Borrower/Recipient's ministry responsible for agriculture, food security and cooperatives.
2. The following are designated as additional Programme Parties: the selected private sector partner ("PSP"), participating commercial banks, non-state actors and civil society groups.
3. The Programme Completion Date shall be the ninth (9th) anniversary of the date of entry into force of this Agreement.

Section D

The Financing will be administered and the Programme supervised by the Fund. In addition to supervision and implementation support missions, which shall normally be carried out each six (6) months, the Fund, together with MAFC, shall conduct two

mid-term reviews towards the third and seventh years of Programme Implementation Period, and these may be carried-out jointly with the AfDB.

Section E

1. The following are designated as additional general conditions precedent to withdrawal:

- (a) The Borrower/Recipient and the PSP have entered into an Implementation Agreement, establishing the roles and responsibilities of the Borrower/Recipient and of the PSP for the implementation of an efficient sugarcane development in the Borrower/Recipient's territory, in accordance with Section II.B.5 of Schedule 1 to this Agreement;
- (b) The AfDB Loan has been approved by the AfDB Board of Directors;
- (c) The Borrower/Recipient has established the Programme Coordination and Management Unit ("PCMU") within the MAFC in accordance with section II.A.3 of Schedule 1 to this Agreement, including the opening of an office in the Bagamoyo district and the recruitment of a Programme manager, a Monitoring and Evaluation (M&E) officer, a process manager for irrigation development, an irrigation engineer, a financial controller, and a procurement officer, all with terms of reference and qualifications acceptable to the Fund;
- (d) The Borrower/Recipient has submitted with confirmation of receipt by the Fund, an official confirmation of the availability of adequate counterpart funds for the first Programme Year;
- (e) The Borrower/Recipient has caused two Programme Accounts to be duly opened for programme management and counterpart funds to be operated and maintained by the PCMU and has submitted the related authorized signatories to the Fund;
- (f) The Borrower/Recipient has created a dedicated cost centre in its Financial Management Information System ("FMIS") to record the Programme's related transactions;
- (g) The Borrower/Recipient has published the amended government notice ("GN"), which updates the boundaries of its Saadani National Park, as indicated in MAFC's letter EA 10/19/01, dated April 24, 2015, and
- (h) The Borrower/Recipient has prepared a draft Programme Implementation Manual ("PIM") in accordance with section II.C.9 of Schedule 1 to this Agreement.

2. The following are designated as additional grounds for suspension of this Agreement:

- (a) The AfDB Loan has not become effective or the rights of the Borrower/Recipient to withdraw proceeds of the AfDB Loan have been suspended, cancelled or terminated, in whole or in part, or the AfDB Loan has become due and payable prior to the agreed maturity thereof, or any event has occurred which, with notice or the passage of time, could result in any of the foregoing;
- (b) The Borrower/Recipient has suspended, rescinded, waived, terminated or failed to enforce the Implementation Agreement with the PSP in whole or in part;
- (c) The operations of the PSP, either by its own action(s) or inaction(s) or of any authority having jurisdiction over it, have been suspended in whole or in

part, or in the Fund's opinion have been adversely affected so to impair the PSP's ability to carry-out its obligations under the Programme or the Implementation Agreement;

- (d) The PIM, or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior consent of the Fund, and the Fund has determined that such waiver, suspension, termination, amendment or modification has had, or is likely to have, a material adverse effect on the Programme, and
- (e) Programme staff having received an unsatisfactory performance rating have not been dismissed.

3. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower/Recipient:

Minister of Finance
Ministry of Finance
1 Madaraka Street
P.O. Box 9111
11468 Dar Es Salaam
United Republic of Tanzania

For the Fund:

[click and type Title]
International Fund for Agricultural development
Via Paolo di Dono 44
00142 Rome, Italy

This Agreement, dated [click and type], has been prepared in the English language in two (2) original copies, one (1) for the Fund and one (1) for the Borrower/Recipient.

UNITED REPUBLIC OF TANZANIA

[Authorized Representative]
[Title]

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT

Kanayo F. Nwanze
President

ADAPTATION FOR SMALLHOLDER AGRICULTURE
PROGRAMME TRUST FUND

Kanayo F. Nwanze
President

Schedule 1

Project/Programme Description and Implementation Arrangements

I. Project/Programme Description

1. **Target Population.** The Programme is located in the Bagamoyo district and it shall benefit villagers located within a 40 km radius ("Programme Area") from the planned sugar mill and plantation for sugarcane development (the "Nucleus Estate"). The Programme will directly benefit sugar cane outgrower households, households producing other crops, fodder and livestock and those engaged in non-farm activities, women, youth, and resettled households and indirectly benefit the workforce for the Nucleus Estate and outgrower companies.

2. **Goal.** The goal of the Programme is: to contribute to the inclusive growth and rural transformation of the Bagamoyo district by empowering villages to respond to the opportunities created by the public-private-producer-partnership ("4Ps") to be set up to replace imported sugar, to develop about 11,000 ha of irrigated sugarcane (about two thirds from the Nucleus Estate and one third from outgrowers) and to build a mill to produce brown sugar, ethanol and electricity for the national grid, all with state-of-the-art modern technology and in compliance with Bonsucro social and environmental standards as published in Bonsucro's website ("Sugar Investment"), thus raising incomes, improving and diversifying livelihoods.

3. **Objective.** The Programme will enable participating villages to form groups to establish climate-smart sugarcane outgrower companies (the "Outgrower Companies"), other agribusinesses and small and medium enterprises ("SMEs"), underpinned by investments on participatory village land-use planning and tenure security and sustainable land and range management.

4. **Components.** The Programme shall consist of the following Components:

Component 1. Sugarcane Outgrower Development. This Component shall support the construction of climate-smart bulk infrastructure for the provision of irrigation water and electricity, dykes for the protection of on-farm investments, and the establishment of about 24-36 commercial Outgrower Companies to produce irrigated sugarcane and food crops on about 3000 hectares in approximately five participating villages located within two kilometers of the Wami River, including:

Sub-Component 1.1: Bulk Infrastructure Development.

- (a) The design and construction of: (i) approximately five pumping stations and approximately 41 km of pipes and drainage network to outgrower areas, approximately 23 km of dykes, some of which shall be connected to the Nucleus Estate dykes, all along the Wami river and water storage facilities; (ii) approximately 95 km of high voltage lines and fiber optic cables connecting factory and grid, mill, outgrower pump stations and outgrower farmers and villages, approximately five high voltage and 13 low voltage transformers, approximately 33 km of haulage roads and the conversion of a train bridge to a dual-carriage bridge over the Wami river between Matipwili and the Nucleus Estate. This Financing will not finance this sub-component.

- (b) The design and construction of additional water storage facilities and support for the establishment of an entity to operate and maintain the bulk infrastructure, including operating and maintenance costs for the first three years of said entity's operations or until farm companies are operational and able to fully pay for the entity's operations costs, whichever occurs first.

Sub-Component 1.2: Establishment of Outgrower Companies and On-Farm Development. Development of technically and financially viable irrigated sugar cane farms by Outgrower Companies, and of their capacity to operate said farms efficiently and to commercially produce sugarcane in line with BONSUCRO environmental and social standards, including:

- (a) The construction of irrigated sugarcane farms by Outgrower Companies;
- (b) Comprehensive capacity building for farm company establishment and registration, irrigation design, tendering, farm business plan development, loan application and farm construction, initial planting, start-up, and operation;
- (c) Mobilisation of participating villagers into Outgrower Companies using an inclusive participatory process (for women and youth) with the local community, and
- (d) Provision of climate-smart financing to Outgrower Companies having signed cane supply agreements with the PSP so that they may obtain commercial financing from banks for farm development sugarcane crop establishment, and the purchase of climate-smart equipment.

Component 2. Climate Resilient Community Development. This Component shall support the development of sustainable livelihood diversification and employment opportunities for the wider communities within the Programme Area, including approximately 22 agribusinesses for crop, fodder and livestock production and 500 small and medium enterprises ("SMEs"), including:

Sub-Component 2.1: Village Planning and Climate-smart Investments. Enabling approximately 27 participating villages to improve their rural livelihoods activities, through:

- (a) The initiation of climate-smart village development planning, carrying out of boundary surveys and of land use planning studies and the emission village land certificates and customary land titles ("CCROs") for individuals and companies;
- (b) The establishment of climate-smart village investments, the introduction of climate-smart agricultural technologies, climate-smart field demonstrations and capacity building for the communities on crop, fodder and livestock development, and
- (c) Comprehensive capacity building for crop, fodder and livestock production, land preparation, farm business plan development, company establishment and registration and loan application for participating agribusinesses and SMEs.

Sub-Component 2.2: Climate-smart Business Investments. Provision of climate-smart financing to agribusinesses and SMEs so that they may obtain financing from commercial banks for land preparation for conservation agriculture and crop establishment and livestock production, and the purchase of climate-smart equipment.

Sub-Component 2.3: Institutional Strengthening

- (a) Strengthening of the institutional capacity of relevant Bagamoyo District Administration (BDA) departments to implement the Programme, and provision of advisory services and training for the participating villagers on sustainable agriculture practices.
- (b) Institutional strengthening of MAFC and to the Wami-Ruvu Basin Water Office ("WRBWO"), including the preparation of climate-smart guidelines for districts and of a communication strategy and related preparation and dissemination of communication materials on climate change and on 4Ps, strengthening the hydrological monitoring capacity of the Recipient's relevant institutions.

II. Implementation Arrangements

A. Organization and Management

1. Lead Programme Agency ("LPA")

- 1.1. The LPA shall be the MAFC, which shall have the overall responsibility for the execution of the Programme.
- 1.2. MAFC will ensure that its procurement contract committee meets every month to review and approve Programme procurement.

2. Programme Steering and Oversight

- 2.1. The Borrower/Recipient shall ensure Programme steering and oversight by the Big Results Now Agriculture Steering Committee under MAFC ("BRN Steering Committee"), or another suitable entity in charge of ministerial level coordination of public-private sector initiatives, with adequate human and financial resources for its responsibilities, all satisfactory to the Fund. The BRN Steering Committee shall meet at least once a year on Programme matters.
- 2.2. Responsibilities. The BRN Steering Committee is responsible for Programme's steering, oversight and strategic guidance, as detailed in the PIM, including: (i) coordination of the public-private sectors' initiatives at the ministerial level; (ii) review of the annual work plan and budget (AWPB) and of the initial Procurement Plan; (iii) review of the PIM and its subsequent revisions; (iv) vigilance over full transparency and accountability in Programme management; (v) review and follow-up of supervision and audit recommendations; (vi) promotion of cooperation with all development partners, and (v) identification of policy issues for attention by the Borrower/Recipient.

3. Programme Coordination and Management Unit ("PCMU")
 - 3.1. Establishment and Composition. The Borrower/Recipient shall establish the PCMU within MAFC, in an office based in Bagamoyo town in the Programme Area, with structure, functions and responsibilities acceptable to the Fund and as detailed in the PIM. Qualified staff shall be selected according to the Borrower/Recipient's applicable procedures acceptable to the Fund. Termination of the contracts of the Programme staff shall be subject to the Fund's no-objection. PCMU staff will coordinate Programme activities with the relevant staff of the BDA.
 - 3.2. Responsibilities. The PCMU is responsible for overall Programme implementation and coordination, including, among others: (i) preparation of the consolidated AWPBs; (ii) financial management and disbursement; (iii) procurement; (iv) Programme monitoring and evaluation; (v) knowledge management; (vi) preparation and consolidation of Statements of Expenditures, financial statements and withdrawal applications; (vii) Programme reporting; (viii) leadership in the introduction of climate-smart approaches for agricultural development; (ix) intermediate the Borrower/Recipient's interaction with the Bagamoyo district and with the PSP, and (x) coordination of all Programme implementing partners, ministries and other Borrower/Recipient's bodies.
 4. Bulk Infrastructure Operations Entity
 - 4.1. Establishment and Responsibilities. The Borrower/Recipient shall establish an entity responsible for the administration, operation and maintenance of the bulk infrastructure for Outgrower Companies for the life of the Sugar Investment with structure, functions and responsibilities acceptable to the Fund, including a full recovery cost mechanism where the Outgrower Companies will finance the entity at full development. The entity will be mandated to manage funds received from Outgrower Companies and will open the necessary accounts.
 - 4.2. While its capacity emerges, the entity's board will be chaired by a representative selected by MAFC and its composition will include the Programme Manager, the Bagamoyo district irrigation officer, a representative from the PSP, two outgrower village chairmen, and two future Outgrower Company members.
- B. Legal Instruments for the Sugar Investment
5. Implementation Agreement
 - 5.1. The Borrower/Recipient shall enter into an implementation agreement with the PSP (the "Implementation Agreement") laying out the roles and responsibilities for the development of the Sugar Investment, including the following provisions:
 - (a) As Borrower/Recipient's obligations, among others:
 - (i) Promotion of a private sector-led sugar sub-sector and maintenance of an enabling national policy environment to promote national sugar production;
 - (ii) Ensure an efficient coordination among its ministries and agencies so that the PSP can complete its investment in the construction of the Nucleus Estate and of the sugar mill in the Bagamoyo district;
 - (iii) Support the BDA to facilitate the acquisition of village land certificates and CCROs by individuals and companies, to implement agricultural and livestock training using climate-smart techniques and to endeavour

to ensure that Outgrower Companies are good-faith partners with the PSP;

- (iv) Ensure the timely availability of funding for the outgrower development portion of the Sugar Investment;
 - (v) Provision of all support needed for outgrowers to obtain land and water rights, and register their companies, so they can access commercial funding from the banking system;
 - (vi) Provisions establishing a procurement partnership with the PSP for the procurement for bulk infrastructure and on-farm development for Outgrower Companies to be undertaken by the PSP consistent with the Borrower/Recipient's procurement laws and in accordance with IFAD's procurement policies;
 - (vii) Ensure (i) the installation and operation of integrated software and accounting systems for the transparent application of the "Division of proceeds" ("DOP") formula by the PSP and the Outgrower Companies, and (ii) that the sugar supply agreements between the Outgrower Companies and the PSP will be based on a DOP using all of the by-products of production in accordance with the best international practices, and
 - (viii) Ensure a timely supply of electricity to outgrowers either by the Tanzania Electric Supply Company ("TANESCO") or by the PSP at affordable rates to the Outgrower Companies.
- (b) As the PSP's obligations, among others:
- (i) Completion of its investment in the Nucleus Estate and sugar mill in line with the laws of Tanzania, the Programme's Social and Environmental Management Plan ("ESMP"), Resettlement Action Framework ("RAF") and any social and environmental instruments prepared and adopted for the Programme (collectively, the "Safeguards Documents") and with environmental and social safeguards, policies and procedures of IFAD, AfDB and ASAP;
 - (ii) Undertake the procurement of bulk infrastructure and on-farm development for Outgrower Companies for the outgrower programme at cost on behalf of the Borrower/Recipient;
 - (iii) Provision of technical support at cost to Outgrower Companies for the design and procurement of on-farm irrigation development;
 - (iv) Provision of technical training for Outgrower Companies in all aspects of irrigated sugarcane crop husbandry;
 - (v) Maintenance of the seed cane nursery and ensure the provision of planting material and other inputs (such as agro-chemicals and fertiliser) to Outgrower Companies at cost during the life of the Sugar Investment;
 - (vi) Ensure the processing of all cane produced by the participating Outgrower Companies having signed cane supply agreements with the PSP;

- (vii) Enter into cane supply agreements with Outgrower Companies that adopt the DOP formula with the inclusion of all cane by-products in the DOP calculation;
- (viii) Ensure that at least 1/3 of the mill capacity is allocated to the Outgrower Companies that enter into cane supply agreements with the PSP, and
- (ix) Establishment of a computerised weighing, accounting and payments system from the weigh bridge to the assessment of sucrose content for all cane provided by Outgrower Companies to ensure the initial payment to said companies within 30 days of delivery, with the reconciling final payment at the end each season.

6. Memoranda of Understanding (MOUs) with Participating Commercial Banks.

- 6.1. For the provision of climate-smart financing under Components 1.2(d) and 2.2. the PCMU, on behalf of the MAFC, shall enter into MOUs with participating commercial banks, laying out the financing modalities for channelling Loan proceeds for incremental climate-smart financing to Outgrower Companies, agribusinesses and SMEs, in form and substance satisfactory to IFAD. The MOUs shall provide, among other things, the obligations of the participating commercial banks and the terms and conditions for IFAD's Financing and to be channelled by the participating commercial banks to the targeted beneficiaries.
- 6.2. Participating commercial banks will provide commercial medium to long-term financing from their own resources for Outgrower Companies, agribusinesses and SMEs. IFAD climate-smart financing will cover the incremental cost of purchasing climate-smart equipment and applying climate-smart technologies, and will be disbursed to cover the final loan repayments of the Outgrower Companies, agribusinesses and SMEs to the banks.

C. Implementation of Components

7. Component 1: Sugarcane Outgrowing Development

- 7.1. Sub-component 1.1(a) will be financed by the AfDB and designed in line with the Borrower/Recipient's national guidelines for participatory smallholder irrigation investments. For sub-components 1.1. (b) and 1.2, the PCMU will be responsible for working with the PSP, which will undertake the procurement and supervision of civil works and to provide technical backstopping on irrigation development and water management and irrigated sugarcane cropping to the PCMU, Outgrower Companies and to the entity operating the bulk infrastructure. The PCMU will be responsible for the contracting of a long-term capacity building service provider to mobilise villagers to create Outgrower Companies, and for the establishment of the Bulk Infrastructure Operations Entity in accordance with the section II.A.4 above. The PCMU and the long-term capacity building service provider will use an inclusive approach for the inclusion of youth and women and disadvantaged villagers when mobilising Outgrower Company members. The Borrower/Recipient will ensure that Outgrower Companies receive a reliable supply of power to operate their bulk infrastructure and their on-farm irrigation equipment to ensure water for the sugarcane plantations. For sub-component 1.2(d), the PCMU and the long-term service provider will develop operational modalities for helping Outgrower Companies to obtain financing from commercial banks for the purchase of climate-smart farm equipment and sugarcane establishment.

8. Component 2: Climate Resilient Community Development

8.1. Programme activities under this component will be implemented by the PCMU and by the BDA, together with the authorities of the participating villages. The BDA, with technical backstopping from the PCMU, is responsible for participatory village land-use planning, land titling and infrastructure assessment and for undertaking climate-smart field demonstrations. The PCMU will be responsible for the execution of village infrastructure investments and climate-smart household technology investments, for the procurement of equipment and vehicles for BDA and WRWBO and for contracting a long-term capacity building service provider to mobilise villagers for managing and operating their village infrastructure, and promoting the formation of registered agribusiness companies and SMEs. The PCMU and the long-term capacity building service provider will use an inclusive approach for the inclusion of youth and women and disadvantaged villagers when mobilising agribusinesses and SMEs company members. Household mentoring will also be provided. WRWBO will be responsible for hydrological monitoring of the Wami river. For sub-component 2.2, the PCMU and the long-term service provider will develop operational modalities for helping agribusinesses and SMEs to obtain financing from commercial banks for the purchase of climate-smart farm equipment and selection of climate-smart production activities.

9. Programme Implementation Manual ("PIM")

9.1. Preparation. The LPA shall prepare a draft PIM which shall include, among other things:

- (a) Terms of reference and implementation responsibilities of Programme staff, consultants and likely service providers;
- (b) Criteria for the performance appraisal of the Programme and of Programme professional staff;
- (c) Modalities for providing IFAD climate-smart financing to Outgrower Companies, agribusiness and SMEs;
- (d) M&E system and procedures including the Results and Impact Management System;
- (e) Guiding principles for the preparation of the cane supply agreement, and
- (f) Programme operational, financial and procurement procedures.

9.2. Approval and Adoption. The LPA, shall forward the draft PIM to the Fund for comments and approval. The LPA shall adopt the PIM, substantially in the form approved by the Fund, and the LPA shall promptly provide copies thereof to the Fund. If the Fund does not comment on the draft PIM within thirty (30) days after receipt, it shall be deemed approved.

Schedule 2

Allocation Table

1. Allocation of Loan and Grant Proceeds. The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the ASAP Trust Grant and the allocation of the amounts of the Loan and the Grant to each Category and the percentages of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (expressed in SDR)	ASAP Trust Grant Amount Allocated (expressed in SDR)	Percentage
A. Works	10 000 000	2 240 000	
B. Vehicles	1 250 000	450 000	
C. Equipment, material	650 000	190 000	
D. Grants	3 750 000	-	
E. Consultancies	8 200 000	2 300 000	
F. Trainings & Workshops	2 500 000	830 000	
G. Salaries & Allowances	4 900 000	390 000	
H. Operating expenses	5 050 000	-	
I. Unallocated	4 050 000	720 000	
TOTAL	40 350 000	7 120 000	

The terms used in the Table above are defined as follows:

- (i) The Financing is 100% net of applicable taxes and counterpart contribution. The Loan will finance all activities under component 1 for outgrowers.
- (ii) The ASAP Trust Grant shall only finance expenditures under component 2, while climate-smart grants for Outgrower Companies, agribusinesses and SMEs under both components shall be financed by the Loan.
- (iii) No withdrawals shall be permitted for expenditures under component 1, and said Component will have no Eligible Expenditures, until the Fund is satisfied that the PSP has the financial capacity to carry out its obligations under the Implementation Agreement.
- (iv) Activities under component 2 are financed both by the Loan and the ASAP Trust Grant, and the Financing share is at 55% Loan and 45% ASAP Trust Grant respectively for each expenditure financed by both the ASAP Trust Grant and the Loan.

- (v) Operating expenses include maintenance costs of the bulk infrastructure after construction amounting to USD 2,400,000 and it will be available after the tendering of bulk infrastructure works financed by AfDB under component 1.

Schedule 3

Special Covenants

In accordance with Section 12.01(a)(xxiii) of the General Conditions, the Fund may suspend, in whole or in part, the right of the Borrower/Recipient to request withdrawals from the Loan Account and the Grant Account if the Borrower/Recipient has defaulted in the performance of any covenant set forth below, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Project/Programme:

I. Social and Environmental Compliance

1. The Borrower/Recipient shall ensure that the Programme is carried out in accordance with the Safeguards Documents.

2. To that end, the Borrower/Recipient shall take the following measures:

(a) If any activities included in a proposed AWPB would require the preparation and adoption of additional safeguard instruments as per the ESMP no such activities shall be implemented unless and until said instrument(s) has(have) been prepared, furnished to the Fund as part of the AWPB and subsequently approved by the Fund.

(b) In addition to paragraph (a) above, if any activities included in a proposed AWPB would involve resettlement, the Borrower/Recipient, prior to the initiation of such activities, shall provide to the Fund a report on the status of compliance with the requirements of the RAF, including allocation and payment by the Borrower/Recipient to the displaced persons of the amounts that are required to be paid as compensation in accordance with a schedule acceptable to the Fund and other provisions of the RAF.

II. Implementation

1. In order to ensure the effective implementation of the Programme, the Borrower/Recipient undertakes to:

(a) Cause the relevant contracts for the construction of bulk infrastructure to be tendered before IFAD approves any funding for physical works for on-farm construction under the Financing;

(b) Cause the relevant contracts for the construction of the water storage facilities to be tendered before IFAD approves any funding for on-farm physical development under the Financing;

(c) Cause the relevant flood protection barriers to be tendered before IFAD approves funding of outgrower on-farm physical development.

(d) Cause the signature of the two long-term contracts for capacity building within nine months from the signature of this Agreement;

(e) Adopt performance-based contracts, carry-out regular performance evaluations and immediately dismiss non-performing staff;

(f) Take all necessary measures to ensure the continuous and reliable supply of electricity to Outgrower Companies by TANESCO provided that in any case the electricity price shall be affordable to the Outgrower Companies. If

TANESCO is unable to ensure a reliable supply of electricity, provision will be for the PSP to supply electricity at cost directly from its sugar mill;

- (g) Adopt land preparation construction standards up to those adopted for the Nucleus Estate for outgrower infrastructure, dyke and haulages roads and on-farm construction, and ensure compatibility of the bulk irrigation and drainage equipment to facilitate shared spares stockholding and its operation and maintenance;
- (h) Take all necessary measures to provide adequate and continuous flow of water to the Programme Area, specially to the villages, Outgrower Companies, the Nucleus Estate, and the mill, so to ensure proper irrigation of the outgrowers' and of the Nucleus Estate's sugarcane, including expedited review and approval of water permit request, and

Within the first year of Programme Implementation Period, to cause an accounting software acceptable to the Fund for managing the Programme's financial reporting shall have been installed and become operational and whilst the Programme is in the process of procuring and installing the accounting software, to maintain appropriate manual double-entry accounting records.