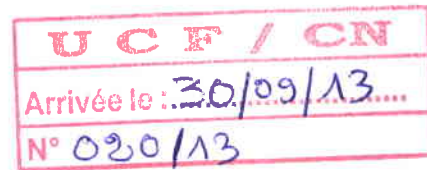


**EXECUTION VERSION**



**GRANT AND IMPLEMENTATION AGREEMENT**

**BY AND BETWEEN**

**THE MILLENNIUM CHALLENGE CORPORATION**

**AND**

**THE GOVERNMENT OF THE REPUBLIC OF BENIN**

**ACTING THROUGH THE MINISTRY OF ECONOMY AND FINANCE**

**FOR THE DEVELOPMENT OF A MILLENNIUM CHALLENGE COMPACT**

**Dated as of September 24, 2013**

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### GRANT AND IMPLEMENTATION AGREEMENT

This GRANT AND IMPLEMENTATION AGREEMENT (this "**Agreement**"), dated as of September 24, 2013, is made by and between the Millennium Challenge Corporation, a United States Government corporation ("**MCC**"), and the Government of the Republic of Benin (the "**Government**") acting through the Ministry of Economy and Finance. The Government and MCC are referred to herein as the "**Parties**" and each, individually, a "**Party**."

### RECITALS

WHEREAS, the Board of Directors of MCC has determined that the Republic of Benin ("**Benin**") is eligible for assistance from the Millennium Challenge Account (the "**MCA**"), and the Parties are seeking to enter into a second Millennium Challenge Compact to advance economic growth and poverty reduction in Benin (the "**Proposed Compact**");

WHEREAS, in April 2013, the Government submitted to MCC concept papers (the "**Concept Papers**") proposing to alleviate critical constraints to growth in Benin - projects focused on improving the competitiveness of agribusinesses through improving the business environment for agribusinesses and providing enabling infrastructure investments in the energy and road sectors as bases for the Proposed Compact;

WHEREAS, based on the Concept Papers, the Parties wish to facilitate the development and implementation of the Proposed Compact (the "**Objective**");

WHEREAS, subject to MCC's approval that the *Unité de Coordination pour la Formulation du Deuxième Programme et du Suivi des Réformes de MCA-Bénin* ("**UCF**") has fulfilled certain requirements, UCF may undertake certain procurements and manage certain contracts further specified in this Agreement;

WHEREAS, to facilitate the development and implementation of the Proposed Compact, the Parties wish to engage in certain activities described herein; and

WHEREAS, MCC wishes to make a grant to the Government to support such activities under the authority of Section 609(g) of the Millennium Challenge Act of 2003, as amended (the "**Act**");

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

### ARTICLE 1. MCC GRANT

Section 1.1 MCC Grant. MCC hereby grants to the Government, under the terms of this Agreement, an amount not to exceed five million U.S. Dollars (US\$5,000,000) (the "**Grant**") to

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fund the activities described in more detail in Annex I (each, an “*Activity*” and, collectively, the “*Activities*”).

Section 1.2 Financial Plan. The Grant funding will be allocated among the Activities as generally described in Annex II (the “*609(g) Grant Financial Plan*”), or as otherwise agreed in accordance with Section 7.9 of this Agreement.

## ARTICLE 2.

### GOVERNMENT REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 Government Representations and Warranties. The Government hereby represents and warrants to MCC that:

(a) Power; Authorization. The Government has the power and authority to execute, deliver, and perform its obligations under this Agreement, and under each other agreement, certificate, or instrument contemplated hereby, as applicable, and none of such actions violate or will violate any other obligation of the Government or any Permitted Designee, as applicable. The signatory to this Agreement is duly empowered to act on behalf of and bind the Government with respect to the obligations contained herein.

(b) No Conflict. This Agreement does not, and will not, conflict with any international agreement or obligation binding on the Government or any of the laws of Benin.

(c) Information. The information provided to MCC by or on behalf of the Government in the course of reaching this Agreement, including in the Concept Papers at the time of their submission, is true, correct and complete in all material respects.

Section 2.2 Government Responsibilities and Covenants.

(a) Principal Responsibility. The Government is responsible for overseeing and managing the implementation of the Government Contracted Activities.

(b) Permitted Designee.

(i) Subject to the prior written approval of MCC, the Government may designate one or more entities to implement and perform some or all of the Government’s obligations or to exercise any rights of the Government under this Agreement (each such entity, a “*Permitted Designee*”), *provided that* such a designation will not relieve the Government of any obligations and rights under this Agreement, for which the Government will retain full responsibility.

(ii) The Government intends to establish a Permitted Designee in accordance with the “Guidelines for Accountable Entities and Implementation Structures” provided by MCC or posted on the MCC Website (“*MCA-Benin II*,” or such other name as the Government may choose and MCC may approve). The Government hereby designates the UCF to manage the implementation of the Activities, until such time as MCA-Benin II: (A) is formed, (B) is

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approved by MCC to perform the functions and responsibilities herein, and (C) executes this Agreement. MCC hereby acknowledges and consents to the designation of UCF as contemplated by this Section 2.2(b)(ii).

(c) No Violation of Law. The Government agrees that in the event that any law or regulation of Benin makes unlawful or otherwise prevents or hinders the performance of any of its obligations under this Agreement, any Service Provider Contract, any other related agreement, or any transaction contemplated hereby, MCC may in its sole discretion immediately terminate this Agreement in accordance with Section 6.2.

(d) Liens. The Government will ensure that neither the Grant nor any asset acquired with Grant funding will be subject to any impoundment, rescission, sequestration, liquidation, 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, the Government will promptly seek the release of such Lien and, if such Lien is imposed by a final non-appealable court order, will pay any amounts due in order to obtain such release; *provided that* the Government will not apply any Grant funding or other funds received from MCC (or assets acquired with funds provided by MCC) to satisfy any such obligation.

(e) Insurance; Performance Guaranties. The Government will ensure, to MCC's satisfaction, that all assets acquired with Grant funding are insured and will arrange such other appropriate insurance to cover against risks or liabilities associated with the Activities and the transactions contemplated thereby, including by requiring Service Providers to obtain adequate insurance and to post adequate performance bonds or other guaranties. The Government or a Permitted Designee, as applicable, will be named as the payee on any such insurance and the beneficiary of any such guaranty or bonds. If not already named as an insured party, the applicable Permitted Designee and MCC (if it so requests) will be named as additional insureds on any such insurance. The Government will ensure that any proceeds from claims paid under such insurance or guaranty will be used to replace or repair any lost, stolen or damaged assets acquired with Grant funding; *provided that* at MCC's election, such proceeds will be deposited in an account as designated by or as otherwise directed by MCC.

(f) Autonomy. The Government will ensure that (i) no decision of any Permitted Designee is modified, supplemented, unduly influenced or rescinded by any governmental authority, except by a non-appealable judicial decision or as otherwise approved by MCC, and (ii) the authority of any Permitted Designee will not be expanded, restricted, or otherwise modified, to the extent such decision or authority is related to this Agreement or the Compact, except in accordance with this Agreement or as approved by MCC.

(g) Further Assurances. The Government will promptly do and perform such other and further acts, and take all necessary and appropriate actions, including using its best efforts to obtain all necessary approvals and consents to otherwise effectively carry out the obligations of the Government set forth in this Agreement.

(h) Indemnification. The Government will indemnify, defend and hold harmless MCC and any MCC officer, director, employee, affiliate, contractor, agent or representative (each of MCC and any such persons, an "**MCC Indemnified Party**") from and against, and will



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compensate, reimburse and pay such MCC Indemnified Party for, any liability or other damages which (i) are (directly or indirectly) suffered or incurred by such MCC Indemnified Party, or to which any MCC Indemnified Party may otherwise become subject, regardless of whether or not such damages relate to any third-party claim, and (ii) arise from or as a result of the negligence or willful misconduct of the Government, any Permitted Designee, or any officer, employee, affiliate, contractor, agent or representative of the Government (directly or indirectly) connected with, any activities (including acts or omissions) undertaken in furtherance of this Agreement; *provided that* the Government will not apply any Grant funding or any other funds received from MCC (or assets acquired with funds provided by MCC) to satisfy any such obligation.

(i) Performance Liabilities. No Grant funding or any other funding received from MCC (or assets acquired with funds provided by MCC) shall be used to pay any damages, including without limitation any indemnification-related payments, incurred or owed by the Government, or any Permitted Designee, as applicable, under any agreement between the Government, or any Permitted Designee, on the one hand, and any Service Provider or other third party.

(j) Government Resources.

(i) The Government will provide all funds and other resources, and will take all actions, that are necessary to carry out the Government's responsibilities and obligations under this Agreement.

(ii) The Government will use its best efforts to ensure that the amount of Grant funding it receives or is projected to receive in each of its fiscal years is fully accounted for in its annual budget.

(iii) Unless the Government discloses otherwise to MCC in writing, Grant funding will be in addition to the resources that the Government would otherwise receive or budget for the Activities.

(k) Use of Funds.

(i) The Government will ensure that the Grant and any assets or services funded by the Grant, in whole or in part, will be used solely in furtherance of this Agreement and the Activities.

(ii) The Government also will ensure that no Grant funding will be used for any purpose that would violate United States law or policy, as specified in this Agreement or as further notified to the Government in writing by MCC or by posting at [www.mcc.gov](http://www.mcc.gov) (the "**MCC Website**"), including but not limited to the following purposes:

(A) for assistance to, or training of, the military, police, militia, national guard or other quasi-military organization or unit;

(B) for any activity that is likely to cause a substantial loss of United States jobs or a substantial displacement of United States production;

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(C) to undertake, fund or otherwise support any activity that is likely to cause a significant environmental, health, or safety hazard as further described in MCC's environmental guidelines provided by MCC or posted on the MCC Website ("*MCC Environmental Guidelines*"); or

(D) to pay for the performance of abortions as a method of family planning or to motivate or coerce any person to practice abortions, to pay for the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to undergo sterilizations or to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilization as a means of family planning.

(I) Taxes.

(i) Unless the Parties otherwise specifically agree in writing, and subject to the provisions of this Section, the Government will ensure that each of the following is free from the payment of any existing or future taxes, duties, levies, contributions or other similar charges ("*Taxes*") of or in Benin (including any such Taxes imposed by a national, regional, local or other governmental or taxing authority of or in Benin): (A) the Activities; and (B) Service Providers or persons and entities that provide goods, works, services, technology and assets or perform such in furtherance of the Activities under this Agreement. The Parties acknowledge and agree that the foregoing includes, *inter alia*, value added and other transfer taxes, profit and income taxes, property, stamp duty and *ad valorem* taxes, import and export duties and taxes (including for goods imported and re-exported for personal use), withholding taxes, payroll taxes, and social security and social insurance contributions. The provisions of this Section shall not apply to income Taxes on and contributions with respect to individuals who are nationals of Benin and individuals who are ordinarily resident in Benin, *provided that* such Taxes and contributions are not discriminatory and are generally applicable to all nationals in Benin.

(ii) If a Tax has been levied and paid contrary to the requirements of this Section 2.2(I), then the Government shall refund to MCC, to an account designated by MCC, the amount of such Tax payment within thirty (30) days (or such other period as may be agreed in writing by the Parties) after the date on which the Government is notified in writing, in accordance with procedures agreed by the Parties, of such Tax levy and payment; *provided, however*, the Government shall apply national funds to satisfy its obligations under this Section 2.2(I)(ii) and no Grant funding or any assets, goods, or property (real, tangible, or intangible) purchased or financed in whole or in part (directly or indirectly) by Grant funding may be applied by the Government in satisfaction of its obligations under this paragraph, subject to the terms of this Agreement.

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



**ARTICLE 3.**  
**DISBURSEMENT OF GRANT FUNDING**

**Section 3.1    Disbursement Process for MCC Contracted Activities.**

(a)    **MCC Service Provider Disbursements.** Except as otherwise agreed in writing by the Parties, MCC shall make disbursements of the Grant from time to time for certain of the Activities described in Annex I (the “***MCC Contracted Activities***”) and the 609(g) Procurement Plan, as applicable, directly to each MCC Service Provider that has entered into an MCC Service Provider Contract with MCC (each, an “***MCC Service Provider Disbursement***”). The Government hereby consents to the MCC Contracted Activities and any related MCC Service Provider Disbursement.

**Section 3.2    Disbursement Process for Government Contracted Activities.**

(a)    The Government may request disbursements of the Grant (each, a “***Disbursement***”) for certain of the Activities described in Annex I (“***Government Contracted Activities***”) and the 609(g) Procurement Plan by submitting a written request to MCC substantially in the form of the “Disbursement Request” provided by MCC or posted on the MCC Website (each, a “***Disbursement Request***”), duly completed, not later than 20 days (or such other period of time as may be agreed by MCC) prior to the commencement of each Disbursement Period. Unless otherwise agreed by MCC, the Government may submit only one Disbursement Request for each quarter (such quarter, or any other period of time as agreed by MCC, the “***Disbursement Period***”).

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

(i)    Upon receipt of a Disbursement Request, MCC will determine the appropriate aggregate amount of the Disbursement permitted for the applicable Disbursement Period based on, among other things, (A) progress achieved under the 609(g) Implementation Plan, (B) the amount of funds required to complete the Activities described in the Disbursement Request during such Disbursement Period, and (C) the satisfaction, waiver, or deferral of the conditions precedent applicable to the requested Disbursement.

(ii)    MCC may, in its sole discretion, reject any Disbursement Request completely, or reject or reduce the amount of any Disbursement requested thereunder, based on among other things, (A) as a result of any modification made to the 609(g) Implementation Plan or (B) if any condition precedent applicable to such Disbursement has not been satisfied, waived, or deferred.

(iii)    Subject to MCC’s approval of a Disbursement Request, the proceeds of the Disbursement approved thereunder may be transferred, at MCC’s sole election, (A) to a Permitted Account, or (B) directly to a Government Service Provider as payment for goods, works, or services in accordance with MCC’s common payment system or any alternate payment system approved by MCC. Payments to Government Service Providers and other expenditures of Grant funding during the relevant Disbursement Period (including amounts transferred

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directly to a Service Provider) will be made only as authorized by the Government and certified by the Fiscal Agent, or as otherwise agreed by the Parties, in accordance with the approved 609(g) Detailed Financial Plan and the standards and procedures set forth in the Interim Fiscal Accountability Plan approved by MCC.

(iv) Except as MCC may otherwise agree, any Disbursement or financial commitment involving Grant funding may be made, and a Disbursement Request may be submitted, only if the related expense is provided for in the 609(g) Detailed Financial Plan and sufficient uncommitted funds exist in the 609(g) Detailed Financial Plan for the relevant Disbursement Period.

(c) Permitted Accounts.

(i) Upon written notification from MCC that a Permitted Account is necessary, the Government will establish, or ensure that a Permitted Designee establishes: (A) a bank account denominated in West African CFA francs (the "**Local Account**") and (B) such other accounts, at a financial institution acceptable to MCC (such Local Account, and each such other account, a "**Permitted Account**"). Before any Grant funding is deposited into a Permitted Account, the Government will enter, or ensure that a Permitted Designee enters, into a bank agreement, in form and substance satisfactory to MCC, with the financial institution approved by MCC to hold such Permitted Account (each a "**Bank**"), which sets forth the signatory authority, access rights, anti-money laundering and anti-terrorist financing provisions, and other terms related to such Permitted Account (each a "**Bank Agreement**"). The terms and operation of the Permitted Accounts will be set forth in the Interim Fiscal Accountability Plan and the Bank Agreement.

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

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

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

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

(a) MCC is satisfied that the Government has fulfilled all domestic requirements to ensure tax exempt status of all Grant funding, or has adopted such other mechanism acceptable to MCC to establish or give effect to Section 2.2(l), and such mechanisms are in full force and effect;

(b) A Procurement Agent has been engaged in accordance with Section 4.2(c);

(c) A Fiscal Agent has been engaged according to Section 4.3(a);

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

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

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

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

(b) Prior to a Disbursement of any Grant funding to a Permitted Account, delivery of (i) evidence of the establishment of the Local Account, and any other Permitted Account agreed by the Parties, and (ii) a true and complete copy of each Bank Agreement, duly executed and in full force and effect as of the date of the Disbursement Request;

(c) Each of the Government's representations and warranties set forth in Section 2.1 of this Agreement are true and correct on and as of the date on which the Disbursement Request is submitted and as though made on and as of such date;

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

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

**ARTICLE 4.**  
**IMPLEMENTATION FRAMEWORK**

Section 4.1 609(g) Implementation Plan. The framework for implementation for each of the Activities will be further elaborated in a set of documents, in form and substance approved by MCC, consisting of (i) the 609(g) Detailed Financial Plan, (ii) one or more 609(g) Procurement Plans, and (iii) one or more Service Provider Contracts (each, a “**609(g) Implementation Plan Document**” and, collectively, the “**609(g) Implementation Plan**”). MCC may review the 609(g) Implementation Plan, or any portion thereof and, as necessary, request the Government to submit clarifications or adjustments.

(a) 609(g) Detailed Financial Plan. The Government or its Permitted Designee, as applicable, will develop, adopt, and implement a detailed financial plan in accordance with the MCC Reporting Guidelines, setting forth funding requirements for each of the Activities (including administrative costs), broken down to the sub-activity level (or lower, where appropriate), and projected both on a commitment and cash requirement basis (as supplemented or otherwise modified from time to time, the “**609(g) Detailed Financial Plan**”).

(b) 609(g) Procurement Plan. The Government or its Permitted Designee, as applicable, will develop a procurement plan relating to the Activities (“**609(g) Procurement Plan**”), and submit such 609(g) Procurement Plan to MCC for approval before commencing the relevant procurement with respect to any Government Contracted Activities. Each 609(g) Procurement Plan shall identify, among others, the method of procurement for the goods, works or services to be procured. The Government or its Permitted Designee will ensure, except for MCC Contracted Activities, that all goods, works or services shall be procured using the procurement method as approved in each 609(g) Procurement Plan, and shall comply with the method of procurement outlined in such 609(g) Procurement Plan. The proportion of Grant funding for each of the Government Contracted Activities and the MCC Contracted Activities shall be stipulated in the 609(g) Procurement Plan, as such may be amended from time to time.

(c) Service Provider Contracts.

(i) The Government or its Permitted Designee, as applicable, will procure and manage the services of one or more providers of goods or services for each of the Government Contracted Activities (each a “**Government Service Provider**”). The Government or its Permitted Designee, as applicable, will enter into one or more contracts, in a form acceptable to MCC, with the Government Service Providers implementing the Government Contracted Activities (“**Government Service Provider Contracts**”).

(ii) MCC will procure and manage the services of one or more providers of goods or services for each of the MCC Contracted Activities (each a “**MCC Service Provider**”). MCC will enter into one or more contracts with the MCC Service Providers implementing the MCC Contracted Activities (“**MCC Service Provider Contracts**”).

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



(B) MCC Service Provider Contracts and Government Service Provider Contracts shall be collectively referred to herein as “***Service Provider Contracts.***”

Section 4.2 Procurement.

(a) MCC Contracted Activities. MCC shall procure the goods, services or works in connection with the MCC Contracted Activities and in accordance with the Federal Acquisition Regulations. MCC shall be the primary point of contact for each MCC Service Provider throughout the term of each MCC Service Provider Contract. Any and all instructions to the MCC Service Provider shall be made by and through MCC, unless otherwise provided in such MCC Service Provider Contract.

(b) Government Contracted Activities.

(i) The Government shall procure the goods, services or works in connection with the Government Contracted Activities as identified in the 609(g) Procurement Plan and consistent with the Activities in Annex 1. The Government shall be the primary point of contact for each Government Service Provider throughout the term of each Government Service Provider Contract. Any and all instructions to the Government Service Provider shall be made by and through the Government, unless otherwise provided in such Government Service Provider Contract.

(ii) The Government or its Permitted Designee, as applicable, will comply with the “Program Procurement Guidelines” provided by MCC or posted on the MCC Website (the “***MCC Program Procurement Guidelines***”) in the procurement (including solicitation) of goods, works, and services and the award and administration of contracts for each of the Activities; *provided that* the provisions in the MCC Program Procurement Guidelines relating to the procurement plan and general procurement notice shall not apply to procurements under this Agreement.

(c) Procurement Agent. Except as MCC otherwise agrees, any reference in this Agreement to the “***Procurement Agent***” will be deemed a reference to (i) any interim service provider approved by MCC to provide procurement agent services until such time as the Government or its Permitted Designee delivers to MCC a true and complete copy of a duly executed procurement agent agreement or other instrument in form and substance satisfactory to MCC (the “***Procurement Agent Agreement***”), and the party named as procurement agent therein has mobilized or (ii) thereafter, the service provider named in the Procurement Agent Agreement. For the avoidance of doubt, MCC in its sole discretion may permit the Procurement Agent to be a Procurement management unit within UCF until such time as MCA-Benin II is created, and thereafter within MCA-Benin II.

(d) Interim Procurement Operations Manual. Except as MCC otherwise agrees, prior to undertaking any procurements for the Government Contracted Activities, the Government will develop, adopt and implement a manual (as approved by MCC), as may be updated from time to time, describing applicable procedures for executing procurement functions, including but not limited to preparing procurement documents, conducting procurements, and administering contracts (the “***Interim Procurement Operations Manual***”). The Interim Procurement

Operations Manual shall also include, as relevant to the procurements the Permitted Designee will undertake, basic forms for procurement notices and recordkeeping, and processes to ensure adequate MCC oversight and approval of procurement documents and actions.

Section 4.3 Fiscal Accountability.

(a) Fiscal Agent. Except as MCC otherwise agrees, any reference in this Agreement to the “*Fiscal Agent*” will be deemed a reference to (i) any interim service provider approved by MCC to provide fiscal agent services until such time as the Government or its Permitted Designee delivers to MCC a true and complete copy of a duly executed fiscal agent agreement or other instrument in form and substance satisfactory to MCC (the “*Fiscal Agent Agreement*”), and the party named as fiscal agent therein has mobilized or (ii) thereafter, the service provider named in the Fiscal Agent Agreement. For the avoidance of doubt, MCC in its sole discretion may permit the Fiscal Agent to be a financial management unit within UCF until such time as MCA-Benin II is created, and thereafter within MCA-Benin II. Except as MCC otherwise agrees, the Fiscal Agent will be responsible for, among other things, (A) ensuring and certifying that Disbursements are properly authorized and documented in accordance with established control procedures set forth in the Fiscal Agent Agreement and Bank Agreement(s) as applicable, (B) instructing a 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 MCC’s common payment system or any alternate payment system approved by MCC, as the case may be, and in each case, following applicable certification by the Fiscal Agent, (C) providing applicable certifications for Disbursement Requests, (D) maintaining proper accounting of all financial transactions involving Grant funding, and (E) producing reports on Disbursements in accordance with established procedures set forth in the Interim Fiscal Accountability Plan.

(b) Interim Fiscal Accountability Plan. Except as MCC otherwise agrees, the Government or its Permitted Designee, as applicable, will develop, adopt and implement a manual (as approved by MCC), as may be updated from time to time, setting forth the principles, mechanisms and procedures (the “*Interim Fiscal Accountability Plan*”) that will be used to ensure appropriate fiscal accountability for the use of the Grant funding for the Government Contracted Activities, including the process to ensure that open, fair, and competitive procedures will be used in a transparent manner in the administration of grants or cooperative agreements and in the procurement of goods, works and services. The Interim Fiscal Accountability Plan will also include, among other things, requirements with respect to: (i) budgeting, (ii) accounting, (iii) financial transactions (receipts and payments), (iv) opening and managing permitted accounts, and (v) reporting.



**ARTICLE 5.**  
**REPORTS; RECORDS AND AUDITS**

Section 5.1 Reports.

(a) Unless otherwise agreed by MCC, the Government or its Permitted Designee, as applicable, will provide to MCC the periodic reports required by the “MCC Guidance on Quarterly MCA Disbursement Request and Reporting Package” provided by MCC or posted on the MCC Website (the “**MCC Reporting Guidelines**”), in each case timely delivered and in form and substance satisfactory to MCC.

(b) The Government will provide each of the reports or other documents relating to the Activities. Such reports and documents will be timely delivered and in form and substance satisfactory to MCC.

(c) In addition to the reports required by Section 5.1(a), the Government or its Permitted Designee, as applicable, will provide to MCC within 30 days of a written request by MCC, or as otherwise agreed by MCC and the Government or its Permitted Designee, as applicable, in writing, such other reports or documents as MCC may request from time to time as related to any component of the 609(g) Implementation Plan, the Interim Fiscal Accountability Plan, the Interim Procurement Operations Manual, or in connection with any Activity or Disbursement.

Section 5.2 Providers. Unless the Parties agree otherwise in writing, (a) a “**Provider**” is (i) any entity of the Government that receives or uses Grant funding or any other asset purchased with Grant funding in carrying out activities in furtherance of this Agreement or (ii) any third party that receives at least US\$50,000 in the aggregate of Grant funding (other than as salary or compensation as an employee of an entity of the Government) during the term of this Agreement; and (b) a “**Covered Provider**” is (i) a non-United States Provider that receives (other than pursuant to a direct contract or agreement with MCC) US\$300,000 or more of Grant funding in any Government fiscal year or any other non-United States person or entity that receives, directly or indirectly, US\$300,000 or more of Grant funding from any Provider in such fiscal year, or (ii) any United States Provider that receives (other than pursuant to a direct contract or agreement with MCC) US\$500,000 or more of Grant funding in any Government fiscal year or any other United States person or entity that receives, directly or indirectly, US\$500,000 or more of Grant funding from any Provider in such fiscal year.

Section 5.3 Government Books and Records. The Government will maintain, and will use its best efforts to ensure that any Permitted Designee and Covered Providers maintain, accounting books, records, documents and other evidence relating to this Agreement adequate to show to MCC’s satisfaction the use of all Grant funding (collectively, the “**Records**”). Records must be maintained for at least five years after the end of the term of this Agreement or for such longer period, if any, required to resolve any litigation, claims or audit findings or any statutory requirements. The Government will furnish or cause to be furnished to MCC upon MCC’s request all such Records.

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Section 5.4 Accounting. The Government will maintain, and will use its best efforts to ensure that any Permitted Designee and Covered Providers maintain, Records in accordance with generally accepted accounting principles prevailing in the United States, or at the Government's option and with MCC's prior written approval, other accounting principles, such as those (a) prescribed by the International Accounting Standards Board or (b) then prevailing in Benin.

Section 5.5 Access; Audits. Upon MCC's request, the Government at all reasonable times will permit, or cause to be permitted, authorized representatives of MCC, an authorized Inspector General of MCC (the "***Inspector General***"), the United States Government Accountability Office, any auditor responsible for an audit contemplated herein or otherwise conducted in furtherance of this Agreement, and any agents or representatives engaged by MCC or the Government to conduct any assessment, review or evaluation of the Activities, the opportunity to audit, review, evaluate or inspect facilities, assets, and activities funded in whole or in part by MCC. The Government or applicable Permitted Designee will make provision for such audit, review, assessment, evaluation or inspection in each contract with a Provider. Any audit conducted in connection with this Agreement or any transaction contemplated hereby shall be prepared in accordance with the "Guidelines for Financial Audits" provided by MCC or posted on the MCC Website (the "***MCC Audit Guidelines***").

## ARTICLE 6.

### TERM; TERMINATION AND SUSPENSION OF THE GRANT

Section 6.1 Term. Unless otherwise agreed in writing between the Parties, whether or not the entire amount of the Grant has been disbursed and fully expended, this Agreement will terminate on the earlier of (a) the date on which all of the Activities have been fully performed and final payment has been made with respect to such performance in accordance with this Agreement, (b) the date on which either Party terminates this Agreement in accordance with Section 6.2, (c) the fifth anniversary of the date of this Agreement, or (d) the termination of a Compact.

Section 6.2 Termination and Suspension.

(a) Either Party may terminate this Agreement in its entirety by giving the other Party 30 days' written notice; *provided that* the Government may not terminate this Agreement with respect to any activity for which a Disbursement has already been issued or approved by MCC or for which a period longer than 30 days may be required under the applicable Service Provider Contract, in which case this Agreement may be terminated by the Government upon the passage of such longer period as specified in such Service Provider Contract.

(b) MCC may, immediately, upon written notice to the Government, suspend or terminate this Agreement or the Grant, in whole or in part, and any obligation related thereto, if MCC determines that any circumstance identified by MCC as a basis for suspension or termination (whether in writing to the Government or by posting on the MCC Website) has occurred, which circumstances include but are not limited to the following:

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(i) the Government fails to comply with its obligations under this Agreement or any other agreement or arrangement entered into by the Government in connection with this Agreement or the Activities;

(ii) an event or series of events has occurred that MCC determines makes it improbable that the Activities can be performed, that the Government will be able to perform its obligations under this Agreement or that the Compact will be entered into;

(iii) a use of the Grant or continued implementation of this Agreement would violate applicable law or United States Government policy, whether now or hereafter in effect;

(iv) the Government or any other person or entity receiving Grant funding or using assets acquired in whole or in part with Grant funding is engaged in activities that are contrary to the national security interests of the United States of America;

(v) an act has been committed or an omission or an event has occurred that would render Benin ineligible to receive United States economic assistance under Part I of the Foreign Assistance Act of 1961, as amended (22 U.S.C. 2151 *et seq.*), by reason of the application of any provision of the Foreign Assistance Act of 1961 or any other provision of law;

(vi) the Government has engaged in a pattern of actions inconsistent with the criteria used to determine the eligibility of Benin for assistance under the Act; and

(vii) a person or entity receiving Grant funding or using assets acquired in whole or in part with Grant funding is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking.

(c) All Disbursements will cease upon expiration, suspension, or termination of this Agreement; *provided that* Grant funding may be used, in compliance with this Agreement, to pay for (i) reasonable expenditures for goods, works, or services that are properly incurred under or in furtherance of this Agreement before expiration, suspension, or termination of this Agreement, *provided that* the request for such expenditures is submitted within 90 days after such expiration, suspension or termination, and (ii) reasonable expenditures (including administrative expenses) properly incurred in connection with the winding up of the Activities within 120 days after the expiration, suspension or termination of this Agreement.

(d) Subject to Section 6.2(c), upon the expiration, suspension, or termination of this Agreement, (i) any amounts of the Grant not disbursed by MCC will be automatically released from any obligation in connection with this Agreement without any action from the Government or MCC, and (ii) any amounts of the Grant disbursed by MCC to the Government but not expended before such expiration, suspension, or termination of this Agreement, plus accrued interest thereon will be returned to MCC within 30 days after the Government receives MCC's request for such return, and the Government will ensure that such amount will be returned promptly to such account(s) designated by MCC.

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(e) MCC may reinstate any suspended or terminated portion of the Grant under this Agreement if MCC determines that the Government or other relevant person or entity has committed to correct each condition for which the Grant was suspended or terminated.

### Section 6.3 Refunds.

(a) If any Grant funding, any interest or earnings thereon, or any asset acquired in whole or in part with Grant funding is used for any purpose in violation of the terms of this Agreement, then MCC may require the Government to repay to MCC in U.S. Dollars the value of the misused portion of the Grant, interest, earnings, or asset, plus reasonable interest within 30 days after the Government's receipt of MCC's request for repayment. The Government shall not use any Grant funding, proceeds thereof, any other funds received from MCC, or any assets acquired with Grant funding or with any such other funds to make such payment.

(b) Notwithstanding any other provision in this Agreement or any other agreement to the contrary, MCC's right under this Section 6.3 for a refund will continue during the term of this Agreement and for a period of (i) five years thereafter or (ii) one year after MCC receives actual knowledge of such violation, whichever is later.

## ARTICLE 7.

### GENERAL

#### Section 7.1 Governing Law; Consultations.

(a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles.

(b) Any dispute with regard to this Agreement shall be resolved between the Parties through consultations.

(c) In matters arising under or relating to this Agreement, neither Party will be deemed to have submitted to the jurisdiction of the courts of or in the State of New York or any other court or judicial body.

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



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Section 7.3 Communications. Any document or communication required or submitted by either Party to the other under this Agreement must be submitted in writing and, except as otherwise agreed with MCC, in English to such Party's Principal Representative, and, if applicable, to such Party's Additional Representative(s), at such address as may be provided from time to time.

Section 7.4 Counterparts. Except as the Parties may otherwise agree in writing from time to time, this Agreement and any related notice, certificate, instrument, agreement, or other document may be executed using counterpart signatures and, each when so executed and delivered, will be an original instrument, but such counterparts together will constitute a single agreement. A signature delivered by facsimile or electronic mail will be deemed an original signature, and the Parties hereby waive any objection to such signature or to the validity of the underlying related notice, certificate, instrument, agreement or other document on the basis of the signature's legal effect, validity or enforceability solely because it is in facsimile or electronic form. Such signature will be accepted by the receiving Party as an original signature and will be binding on the Party delivering such signature.

Section 7.5 Relationship Between the Parties. Nothing in this Agreement will be construed to constitute or create a partnership, agency relationship, joint venture or equity or similar interest between the Parties. Neither Party has the power or authority to act on behalf of the other Party, except as expressly authorized by the other Party in writing.

Section 7.6 MCC Status. MCC is a United States Government corporation acting on behalf of the United States Government in the implementation of this Agreement. As such, MCC has no liability under this Agreement, is immune from any action or proceeding arising under or relating to this Agreement and the Government hereby waives and releases all claims related to any such liability. In matters arising under or relating to this Agreement, MCC will not be subject to the jurisdiction of the courts or any other body in Benin or elsewhere. For the avoidance of doubt, MCC shall be deemed to be a third party beneficiary under all Service Provider Contracts.

Section 7.7 Publicity; Information and Marking. The Government will give appropriate publicity to this Agreement as a program to which the United States of America, through MCC, has contributed, including by posting this Agreement, in English, as MCC may request, on an agreed website, identifying the Grant activity sites and marking assets acquired with the Grant, all in accordance with the MCC Standards for Global Marking, as applicable, of which MCC has informed the Government in writing or by posting on the MCC Website; *provided that* any press release or announcement regarding MCC or the fact that MCC is making the Grant or any other publicity materials referencing MCC will be subject to MCC's prior written approval. MCC may post this Agreement on the MCC Website. MCC may freely use any information it receives in any report or document provided to it in connection with this Agreement.

Section 7.8 No Assurance of Future Assistance. Nothing contained in this Agreement will be construed as creating an obligation on the part of MCC to provide any further funding or assistance other than the Grant, including without limitation the provision of any funding for the Compact or any other project or program in Benin.

Section 7.9 Amendment.

(a) This Agreement may be amended or modified by written agreement of the Parties.

(b) Notwithstanding Section 7.9(a), the Government hereby acknowledges and agrees the Parties may, by written agreement of only the Permitted Designees of each Party, (i) modify any Annex to this Agreement in order to modify any Activity described in Annex I, or (ii) modify the designation or allocation of funds among the Activities, as identified in the initial allocation of Grant funding as set forth in Annex II; *provided that* any such modification (A) is consistent in all material respects with the Objective of this Agreement, (B) does not cause the amount of the Grant to exceed the aggregate amount specified in Section 1.1, (C) does not cause the Government's responsibilities or contribution of resources to be less than specified in this Agreement, and (D) does not extend the term of this Agreement beyond the fifth anniversary of the date of this Agreement. Any such modification pursuant to this Section 7.9(b) shall not be deemed an amendment of this Agreement pursuant to Section 7.9(a).

Section 7.10 Severability. If one or more provisions of this Agreement is held to be unenforceable, such provision(s) will be excluded from this Agreement and the balance of this Agreement will be interpreted as if such provision(s) were so excluded and will be enforceable in accordance with its terms.

Section 7.11 Non-Waiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with this Agreement will be construed as a waiver of such right or remedy.

Section 7.12 Survival. The Government's obligations under Sections 2.1, 2.2, 6.2, 6.3, 7.1, 7.2, 7.3 and 7.6, this Section 7.12 and Article 5 survive the expiration, suspension or termination of this Agreement.

Section 7.13 Language. This Agreement is prepared in English and in the event of any ambiguity or conflict between this official English version and any other version translated into any language for the convenience of the Parties, this official English version will prevail.

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



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Section 7.15 References to MCC Website. Each reference in this Agreement, or any other agreement entered into in connection with this Agreement, to a document or information available on, or notified by posting on, the MCC Website will be deemed a reference to such document or information as updated or substituted on the MCC Website from time to time.

Section 7.16 References to Laws, Regulations, Policies and Guidelines. Each definition of or reference to in this Agreement, or any other agreement entered into in connection with this Agreement, a law, regulation, policy, guideline or similar document, unless otherwise expressly set forth herein, will be construed as a reference to such law, regulation, policy, guideline or similar document as it may, from time to time, be amended, revised, replaced or extended and will include any law, regulation, policy, guideline or similar document issued under or otherwise applicable or related to such law, regulation, policy, guideline or similar document.

Section 7.17 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties with respect to the subject matter hereof and the transactions contemplated hereby, superseding and extinguishing all prior agreements, understandings, negotiations and representations and warranties, whether oral or written, relating to the subject matter hereof.

Section 7.18 Grant Reference. In the event that the Government or its Permitted Designee undertakes the procurement or implementation of any Government Contracted Activities, MCC will send a Grant reference number to the Government and its Permitted Designee. The Grant reference number sent by MCC should appear on all subsequent notices, requests, reports or other correspondence in connection with the Grant funding.

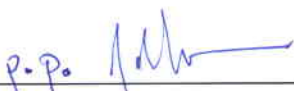
SIGNATURE PAGE FOLLOWS ON NEXT PAGE



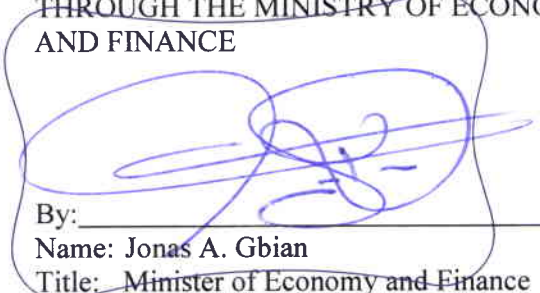
**EXECUTION VERSION**

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

MILLENNIUM CHALLENGE  
CORPORATION

By:   
Name: Kamran M. Khan  
Title: Vice President, Compact Operations

THE GOVERNMENT OF BENIN, ACTING  
THROUGH THE MINISTRY OF ECONOMY  
AND FINANCE

By:   
Name: Jonas A. Gbian  
Title: Minister of Economy and Finance

SIGNATURE PAGE TO GRANT AND IMPLEMENTATION AGREEMENT  
BY AND BETWEEN THE MILLENNIUM CHALLENGE CORPORATION  
AND THE GOVERNMENT OF BENIN  
ACTING THROUGH THE MINISTRY OF ECONOMY AND FINANCE  
FOR THE DEVELOPMENT OF A MILLENNIUM CHALLENGE COMPACT



**EXHIBIT A**  
**INDEX OF DEFINITIONS**

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

*609(g) Detailed Financial Plan* has the meaning provided in Section 4.1(a).

*609(g) Grant Financial Plan* has the meaning provided in Section 1.2.

*609(g) Implementation Plan* has the meaning provided in Section 4.1.

*609(g) Implementation Plan Document* has the meaning provided in Section 4.1.

*609(g) Procurement Plan* has the meaning provided in Section 4.1(b).

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

*Act* has the meaning provided in the Recitals.

*Activity and Activities* has the meaning provided in Section 1.1.

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

*Agreement* has the meaning provided in the Preamble.

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

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

*Benin* refers to the Republic of Benin.

*Concept Papers* has the meaning provided in the Recitals.

*Covered Provider* has the meaning provided in Section 5.2.

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

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

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

*Fiscal Agent* has the meaning provided in Section 4.3(a).

*Fiscal Agent Agreement* has the meaning provided in Section 4.3(a).

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*Government* has the meaning provided in the Preamble.

*Government Contracted Activities* has the meaning provided in Section 3.2(a).

*Government Service Provider* has the meaning provided in Section 4.1(c)(i).

*Government Service Provider Contracts* has the meaning provided in Section 4.1(c)(i).

*Grant* has the meaning provided in Section 1.1.

*Inspector General* has the meaning provided in Section 5.5.

*Interim Fiscal Accountability Plan* has the meaning provided in Section 4.3(b).

*Interim Procurement Operations Manual* has the meaning provided in Section 4.2(d).

*Lien* has the meaning provided in Section 2.2(d).

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

*MCA* has the meaning provided in the Recitals.

*MCA-Benin II* has the meaning provided in Section 2.2(b)(ii).

*MCC* has the meaning provided in the Preamble.

*MCC Audit Guidelines* has the meaning provided in Section 5.5.

*MCC Contracted Activities* has the meaning provided in Section 3.1(a).

*MCC Environmental Guidelines* has the meaning provided in Section 2.2(k)(ii)(C).

*MCC Indemnified Party* has the meaning provided in Section 2.2(h).

*MCC Program Procurement Guidelines* has the meaning provided in Section 4.2(b)(ii).

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

*MCC Service Provider* has the meaning provided in Section 4.1(c)(ii).

*MCC Service Provider Contracts* has the meaning provided in Section 4.1(c)(ii).

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

*MCC Website* has the meaning provided in Section 2.2(k)(ii).

*Objective* has the meaning provided in the Recitals.

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

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



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*Permitted Designee* has the meaning provided in Section 2.2(b)(i).

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

*Procurement Agent* has the meaning provided in Section 4.2(c).

*Procurement Agent Agreement* has the meaning provided in Section 4.2(c).

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

*Provider* has the meaning provided in Section 5.2.

*Records* has the meaning provided in Section 5.3.

*Service Provider* has the meaning provided in Section 4.1(c)(iii).

*Service Provider Contracts* has the meaning provided in Section 4.1(c)(iii).

*Taxes* has the meaning provided in Section 2.2(l)(i).

*UCF* has the meaning provided in the Recitals.

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

*USG* means the Government of the United States of America.



ANNEX I

DESCRIPTION OF THE ASSISTANCE

Unless the Parties otherwise agree in writing, the Grant may be utilized to support the following Activities:

**1. Agribusiness Environment.**

The Agribusiness Environment Project aims to improve the business environment in Benin in order to enhance private sector competitiveness and increase investment in agribusinesses. The constraints analysis found that a difficult business environment was a key constraint to private sector growth in Benin.

The proposed project would address priority shortcomings in Benin's business environment that directly impact agribusiness, namely: (1) tax and fiscal procedures; (2) enforcement of contracts; (3) the ability of value chain actors to access appropriate inputs and markets; and (4) access to finance. In furtherance of the development of the proposed Agribusiness Environment, MCC will support design support for the Agribusiness Environment Project, including potentially developing a facility to address specific firm-level constraints experienced by agribusinesses depending on scoping decisions.

**2. Enabling Infrastructure.**

The Enabling Infrastructure Project aims to potentially address several key constraints: (1) electricity supply; and (2) inadequate access to markets, particularly in rural areas. The energy component of the Enabling Infrastructure Project would focus on: (i) improving the supply (quality and quantity) of electricity, and (ii) expanding and modernizing the existing distribution network. The rural market access component of the Enabling Infrastructure Project would focus on: (i) addressing post-harvest losses and appropriate infrastructure to avoid those losses, including potentially improving certain primary and rural roads; and (ii) improving rural road maintenance and sustainability. In furtherance of the development of the proposed Enabling Infrastructure Project, MCC will support:

(a) Pre-feasibility and feasibility studies of both the proposed energy and access to rural markets components. Studies will be both technical and economic, along with environmental and social screening and scoping and preparing a compact-wide Resettlement Policy Framework;

(b) Social and gender consultants to ensure the studies above are gender responsive; and

(c) Studies into whether a facility approach is an appropriate mechanism for identifying and funding infrastructure investments, whether such investments are in the energy or access to rural markets components.



**3. Monitoring and Evaluation.**

MCC will support an assessment of and recommendations for improving the capacity of the National Bureau of Statistics, Ministry of Agriculture and Ministry of Finance/Trade to provide data necessary to track the proposed results of the compact projects. MCC may also support survey data collection and M&E consultants as needed to track proposed indicators.

The allocation between the Government Contracted Activities and the MCC Contracted Activities shall be set forth in the 609(g) Procurement Plan, as such may be amended from time to time.

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ANNEX II  
609(g) GRANT FINANCIAL PLAN

Activity	Budget (US\$)
Agribusiness Environment	\$950,000
Enabling Infrastructure	\$3,800,000
Monitoring and Evaluation	\$250,000
<b>Total Estimated MCC Contribution</b>	<b>\$5,000,000</b>

ANNEX III

**ROLES AND RESPONSIBILITIES OF THE GOVERNMENT FOR MCC  
CONTRACTED ACTIVITIES**

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

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

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(c) If requested by MCC, submit to MCC, within two weeks of receipt of such request, or such other time as MCC may specify, a memorandum reviewing and commenting on the MCC Service Provider's major deliverables;

(d) In a timely manner, respond to the MCC Service Provider's requests for contact information and for organizing meetings with local private sector, civil society, and public agencies as needed to facilitate the tasks called for in the terms of reference; and

(e) Participate in regular tripartite conference calls, every fifteen days or at such additional intervals as may be requested by either Party, with the MCC Service Provider and MCC, in order to review the progress and any issues associated with the fulfillment of the Activities.

8. Ensure that any applicable ministries, agencies, or other entities of the Government required for the successful implementation of the Grant enter into such further agreements or memoranda of understanding as may be requested by MCC to specify the responsibilities of such Government entities with respect to the Objective of this Grant.

