

SPECIFICATIONS  
ANNEXED TO CONCESSION ORDER

**SPECIFICATIONS**

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**SPECIFICATIONS**

Article 1 Definitions

“AMADER” means the Malian Agency for the Development of Household Energy and Rural Electrification.

“CSPE” means the *Concessionnaire du Service Public de l'Electricité*.

“Principal” means the Ministry of Mines, Energy, and Water.

“Specifications” means an annex to the Concession Order containing the obligations and technical specifications for the supply of electricity by the concession holder.

“Minister” means the Minister of Energy.

“Parties” means AMADER and ..... [Name of company].

“Perimeter” means the geographical area allocated to the concession holder.

“Concession holder” means, unless otherwise indicated, the company ..... party and signatory to this contract.

“Declarant” means any operator whose installed power capacity is less than or equal to 50kW.

“Permit Holder” means any concession holder whose installed power capacity is more than 50kW and less than or equal to 250kW.

Article 2 Service area

The service area of the concession holder shall be constituted by the perimeter within which the latter is engaged in providing services, as specified in the annex to these Specifications.

Article 3 Right of concession holder to use public roads

The concession grants surface rights on the public and private domain of the State and local authorities.

To that end, the concession holder shall have the exclusive right to establish and maintain, within its authorized perimeter, either above or below the main and secondary public roads, all works or wiring systems for the distribution of electricity, in accordance with these Specifications and the road regulations in force in Mali.

The intervention of the concession holder on the public roads is subject to the granting of the necessary permits; it is solely the concession holder’s responsibility to request such permits. The Principal agrees to help the concession holder obtain from the competent authorities the necessary permits for carrying out the work.

Upon completion of the work carried out above or below the public roads, the concession holder shall restore the site to its original condition; otherwise the site shall be restored by the competent services at the concession holder’s expense, if the latter has failed to respond to a letter of formal complaint within ten (10) days.

Occupation of the public domain for the setting up of works, installations, machinery, and apparatus relating to the authorized service shall be free of charge.

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### Article 4 Right of occupancy of the private domain

The concession holder shall have the right, as an easement and subject to respect for the safety of individuals, to carry out work relating to the authorized service on and under private land.

Prior notice of the work shall be given to the interested parties at least one (1) month before the work begins.

The easements shall entail no dispossession. They shall be accompanied, however, by a right of way for the maintenance of the installations. The setting up of wiring systems on open, unoccupied land shall present no obstacle to the owner's right to enclose or build on such land. Rights shall be exercised without abuse. The owner shall, six (6) months before undertaking demolition, repair, heightening, enclosure, or construction works, give notice to the concession holder, who shall acknowledge receipt of such notice, of the work relating to the grid under the responsibility of the concession holder.

### Article 5 Protection of the environment

The concession holder shall obey the legal and regulatory provisions in force relating to protection of sites and the environment. At its own expense, it shall take the necessary steps to repair or restore the sites and soils if the works and equipment that it operates cause damage to the environment.

The concession holder shall keep pollution of any kind to the lowest possible level, especially gas emissions and noise pollution; it shall limit such pollution to the thresholds set by the regulations implementing the prevailing laws in Mali.

The concession holder shall respect the environmental framework arising out of the HEURA project impact study.

Other environmental recommendations may be imposed by the Principal in accordance with international conventions ratified by Mali.

### Article 6 Service continuity objectives

Electricity service shall be continuous in all localities served by the concession holder.

Minimum service shall be seven (7) consecutive hours a day.

The hours of supply shall be posted and provided to anyone who so requests.

The concession holder shall communicate in its annual report the number of hours for which electricity was supplied in each locality.

### Article 7 Obligation of customer consent

#### 7.1 Specified service

The concession holder agrees to (i) provide connections with the grids fed by power plants and (ii) provide individual equipment, in particular solar systems, within the period established in the annex to these Specifications, to the number of customers stipulated in its request for authorization.

AMADER may modify this schedule at the concession holder's request provided that the date of completion is not postponed by more than twenty-four (24) months from the initially established date. Once the maximum time for completion has been reached, the concession holder shall be automatically deprived of its exclusive right and the service area shall be reopened to competition without compensation, if at least one third (1/3) of

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the customers stipulated in the annex to these Specifications have not been connected.

### 7.2 Unspecified service

The concession holder agrees to (i) provide connections with the grids fed by the power plants or (ii) provide individual equipment, including solar panels, after the above-mentioned period to each new customer who so requests, provided that the request does not jeopardize the financial situation of the concession holder.

### 7.3 Fixing of rates

Electricity rates in the sphere of intervention of AMADER shall be fixed on the basis of two components: (i) an energy component reflecting the costs of exploitation and depreciation of the basic infrastructures and (ii) a payment component linked to the pre-financing by the operator of the cost of connection, customer interface (circuit breaker, energy meter, etc.) for interior installations, and electrical equipment such as lighting units.

## Article 8 Work to be carried out by the concession holder

In order to fulfill its obligations relating to the required work, the concession holder shall carry out, throughout the duration of its concession, all the work necessary for the proper operation of the authorized service.

In addition, the concession holder shall include the completion of the interior installations for its solar customers in respect of the work for which it is deemed to be the certified installer. As long as the customer remains a customer of the concession holder, only the latter may maintain or modify these installations.

The concession holder shall also be authorized to carry out interior installations for its customers, at the latter's request and expense and/or under their supervision, in accordance with the prevailing regulations.

## Article 9 Execution of the work

In carrying out the work relating to the authorized service, the concession holder must obey the legislative and regulatory provisions, including those governing the public domain, construction and urbanization, highway regulations, and technical standards for the use of materials and technology.

In the absence of national standards applicable to AMADER projects, reference shall be made to all other IEC standards provided that their provisions are compatible with the future connection of installations to the concession holder's grid, without costly adaptation and without prejudice to the environment, quality, and security of the service supplied by the concession holder.

If the regulations are modified during the execution of the work, the Principal shall so inform the concession holder immediately. The parties shall then agree on the steps to be taken and the conditions for implementing these measures.

The works shall be dimensioned so that they ensure continuity of performance and meet the quality standards set forth in article 10 of these Specifications for the duration of the contract,

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in the framework of the demand predictions adopted in the initial business plan or in its five-year revisions.

**Article 10 Quality standards for electric current**

The concession holder agrees to supply customers with an electric current which meets the quality standards set forth in the customer regulations, a copy of which shall be provided to the customer upon connection to the grid.

The low voltage supplied shall be 220/380 Volts. A maximum variation of  $\pm$  twelve percent (12 %) shall be tolerated.

The nominal frequency shall be 50 Hertz. A variation of  $\pm$  five percent (5 %) shall be tolerated.

The above standards shall not apply to the supply of electricity by an individual solar system less than or equal to 48V.

**Article 11 Insurance**

As from the entry into force of the Concession Order and for the entire duration thereof, the concession holder shall take out:

- (1) Insurance to cover potential losses and damages in respect of works, goods, and equipment belonging to the Principal from wrongdoing or inaction by the concession holder, the amount of which shall be fixed by the concession holder in a manner that will ensure the continuity of service.
- (2) Insurance to cover potential losses and damages in respect of works, goods, and equipment belonging to the Principal from a fortuitous event such as fire, natural event, or malice, the amount of which shall be fixed by the concession holder in a manner that will ensure the continuity of service.
- (3) Insurance to cover the concession holder's civil liability with regard to its personnel.
- (4) Insurance to cover the concession holder's civil liability with regard to third parties in respect of both bodily injury and material damages.

The concession holder shall show proof of payment of the insurance premiums.

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### Article 12 Definition of returnable assets

Returnable assets are those works and equipment directly involved in the production, transport, distribution, and use of electricity, whether made available to the concession holder, furnished by the concession holder, or furnished by the two parties.

They include:

- Equipment for the production of electricity powering autonomous thermal or solar grids or hybrid systems;
- Lines, poles, and materials for the transport of MT (medium voltage) electricity from an autonomous grid, and MT/BT (medium voltage/low voltage) transformers connected with these lines;
- Lines and poles for the distribution of BT electricity;
- Lanterns;
- Interior installations and consumer equipment;
- Hook-ups and meters.

### Article 13 Returnable assets regime

The returnable assets made available to the concession holder are and shall remain the property of the Principal.

The returnable assets furnished by the concession holder shall be the property of the Principal. The returnable assets shall, upon the expiry of the concession, for any reason whatsoever, be returned to the Principal in the conditions stipulated in article 18 below.

The returnable assets shall be subject to the specific accounting treatment stipulated in article 14 below.

### Article 14 Accounting treatment of returnable assets

#### Returnable assets made available to the concession holder

The returnable assets made available to the concession holder shall be entered as fixed assets on the assets side and as “rights of the Principal” on the liabilities side or, if these assets are financed by third parties, “subsidy from third parties” on the liabilities side.

These returnable assets shall be subject to:

- a) Depreciation for the duration of their technical life deducted from the corresponding amount under “rights of the Principal” or, where appropriate, from the account “financing by third parties,” without affecting the income statement.
- b) A provision for replacement entered on the liabilities side and deducted from the income statement. The corresponding annual amount shall be equal to the annual variation of the predicted replacement value.

#### Returnable assets financed by the concession holder

The returnable assets financed by the concession holder shall be entered as fixed assets on the asset side, without affecting the “rights of the Principal.”

These returnable assets shall be subject to:

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a) Repayment of loans and advances entered on the liabilities side and deducted from the income statement for assets whose accounting life is longer than the duration of the concession contract;

b) Depreciation deducted from the income statement and entered on the liabilities side.

Returnable assets furnished by the Principal and the concession holder

The returnable assets financed by the Principal and the concession holder shall be entered as fixed assets on the asset side and in “rights of the Principal” for the part financed by the Principal on the liabilities side.

These assets shall be subject to:

- Part financed by the Principal: the same provision as if the asset had been financed by the Principal;
- Part financed by the concession holder: the same provision as if the asset had been financed by the concession holder.

### Article 15 Definition of assets with a buyback option

Assets with a buyback option are assets, other than equipment and works used in the production, transport, and distribution of electricity, which are furnished or acquired by the concession holder and are directly allocated to the exploitation or maintenance of the service. A non-limitative list of such assets includes specialized vehicles and machines, tools, stocks, computer equipment and specialized software, files, and databases, together with, where necessary, buildings used as workshops, offices, storerooms, laboratories, or service accommodation, built on the concession holder’s land.

### Article 16 Regime of assets with a buyback option

Assets with a buyback option are and shall remain the property of the concession holder for the duration of the concession.

The concession holder may not dispose of immovable assets with a buyback option and may not mortgage them without prior express authorization from the Principal.

The concession holder may, with the prior authorization of the Principal, use certain assets with a buyback option for the provision of services outside of the concession.

### Article 17 Accounting treatment of assets with a buyback option

The accounting treatment of assets with a buyback option shall be that of the ordinary law of commercial companies.

### Article 18 Return of assets to the Principal

On the date of expiry of the concession, the Principal shall automatically enter into all the rights of the concession holder pertaining to returnable assets.

On that same date, the concession holder must surrender to the Principal, freely and without charge, all returnable assets in a normal state of maintenance and operation.

Whatever the reason for the expiry of the concession, the undepreciated provision for repayment of borrowings on the concession holder’s balance sheet shall constitute an amount

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receivable from the concession holder to the Principal, the settlement of which shall not be subject to the tax on industrial and commercial profits.

Whatever the reason for the expiry of the concession, the replacement provision on the concession holder's balance sheet shall be owed by the concession holder to the Principal.

### Article 19 Buyback of assets by the Principal

On the date of expiry of the concession, the Principal may buy back, without being compelled to do so, in full or in part and for compensation, those assets with a buyback option which are necessary for the normal exploitation of the authorized service.

If the concession expires at the end of fifteen (15) years, the Principal shall notify the concession holder of its intention to repurchase the assets with a buyback option at least six (6) months prior to the date of expiry.

The value of the assets with a buyback option shall be established by amicable agreement or on the basis of the opinion of an expert appointed by agreement between the parties.

The modalities of settlement shall be established by agreement between the parties and, failing this, the price shall be decided on the date of the buyback.

### Article 20 Service interruptions

Electric current shall be supplied for a minimum of (7 hours) a day, every day.

The concession holder shall deliver current during the above-mentioned hours or, exceptionally, during formal occasions where circumstances permit and depending on available technologies. It may, however, interrupt the service for (i) scheduled maintenance and (ii) where immediate repair is required or equipment has broken down.

The concession holder shall take all necessary steps to reduce, as far as possible, the duration of the service interruption.

The concession holder shall not pay any compensation to customers for interruptions for which it is not responsible.

The work plan for scheduled maintenance is contained in the annex. The concession holder shall notify customers at least forty-eight (48) hours prior to interruptions due to scheduled maintenance work.

The concession holder shall inform the Principal of any deviations that will result in longer than expected interruptions, where the scheduled interruption has lasted more than forty-eight (48) hours. In such cases, the concession holder must inform the Principal within twenty-four (24) hours.

Where interruptions occur that are caused by events unrelated to the scheduled work, the concession holder must inform the Principal within twenty-four (24) hours if:

- Service has not been restored within 48 hours;

Or

- The power interruptions have exceeded a total of 48 hours in a 30-day period.

The above norms shall not apply to photovoltaic systems.

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### Article 21 Inspection of the exploitation

The concession shall be subject to technical inspection of the exploitation by AMADER or its appointed representative in order to verify:

- Conformity of the works to the approved project and good practice;
- Respect for safety and security rules;
- Proper operation of the works;
- Description of the personnel running the operation.

The concession holder shall keep, for this purpose, a complete technical file including a description of the source of the energy, the grid, interior installations, and consumer equipment as it is built.

These inspections shall form the basis of reports to be signed by the two parties.

The business plan for the concession shall be subject to regular inspections. The concession holder must, for this purpose, keep records containing the following information:

1. Investments made and investment plan for the following three years;
2. Budget for the following year;
3. Accounts for the past year;
4. Weekly production;
5. Weekly fuel consumption;
6. Weekly number of hours of operation;
7. Statistics on customers:
  - (1) For each customer: name and address, date of contract, date of start of service, date of expiry, if applicable, rate category, monthly billing (kWh, if measured, and amount), amount outstanding;
  - (2) For each rate category and for all customers: number at the beginning and end of the month, monthly sales (kWh, if applicable, and amount), accounts receivable;
8. Power outages: causes, number, duration.
9. Average monthly prices of electricity sales and rates.

The data indicated above as weekly shall be sent in the form of monthly aggregate totals.

Every six (6) months of the fiscal year, the data shall be sent to AMADER, except for items 1, 2, and 3, which shall be sent to AMADER once a year.

### Article 22 Non-discrimination in rates

The concession holder shall respect the principle of non-discrimination in its relations with all its customers.

It may arrange for different rate conditions or services for different categories of customers provided that:

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- ③ It objectively defines the categories concerned on the basis of the following criteria, among others: voltage of the energy supplied, subscribed demand by the customer, connection situation of the customer.
- ③ It publicizes by all appropriate means, including in the press, and makes available to anyone who so requests, a list of the defined categories and differences in rates or services.

### Article 23 Guarantee deposit or advance on consumption

Prior to the delivery of energy to customers, they must pay to the concession holder an advance on consumption. The amount shall be deposited in the Energy Savings Account of the Decentralized Financial System (SFD).

The amount of the guarantee deposit shall be equal to one (1) monthly bill. Where the customer is to be billed according to consumption as measured by a meter, the monthly bill shall be estimated as follows:

- The monthly bill shall be estimated by considering the subscribed demand, the number of daily hours of service, and the applicable rate per kWh.
- The estimated monthly bill may not be higher than the value of fifty (50) kWh per kVA of subscribed demand.

Where photovoltaic solar power is provided, the advance on consumption shall be the standard monthly amount of the corresponding service.

### Article 24 Cost of reconnecting service

The concession holder may disconnect the service of those customers who do not pay their bills on time.

The concession holder shall reconnect electric service to customers as soon as possible after they have settled their bills and, in any case, within a period not to exceed 48 hours after receipt, by the concession holder, of payment of the outstanding amounts.

The concession holder shall be authorized to charge a standard fee for disconnecting and reconnecting service, the amount of which shall be approved by AMADER and indicated in the model contracts between the concession holder and its customers.

### Article 25 Rates and rate formulas

The concession holder shall be free to set the rates in the contracts it signs with customers. Such freedom is subject to the condition that the same rate must be paid for the same service. Where the concession holder receives subsidies for investment costs, such freedom is also subject to the condition that the concession holder must apply an equitable rate that enables it to carry out its activities and has a profitability rate approved by AMADER.

The rates and rate formulas indicated in paragraphs 25.1 and 25.2 below shall be approved and published by AMADER on the basis of the rules and regulations therein defined.

The rates are those indicated in the request for authorization or those resulting from negotiation for the first year of the concession. These rates may be adjusted according to the rate formulas in cases where, at the start of the installation works, the price of the Concessionnaire du Service Public de l'Electricité (CSPE), the price of fuel used in the production of electricity, or the rate of exchange CFAF-Euro or CFAF-US\$ would not be

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equal to the average values used in the business plan to calculate the rates during the first year. These values are as follows:

- The price of fuel used before tax: CFAF 400
- Exchange rate Euro-CFAF: 655.957

According to the prevailing tax rules, even in the absence of a meter, the rates shall not be subject to a value-added tax (VAT) for the first 100 kWh of monthly consumption.

The general conditions for rates and tariffs shall be published in the press and posted, and shall be provided to anyone on demand.

## 25.1 Rates exclusive of VAT

- (i) Standard monthly rates
- (ii) Rates per kWh and per Wp

## Rate formulas

<p>1) Thermal power plant with distribution grid:</p> $T_n = T_0 [1 + (G_n/G_{0-1})^*g + (S_n/S_{0-1})^*s + (B_nP_n/B_0P_{0-1})^*b]$ <p>2) Renewable energy source</p> $T_n = T_0 [1 + (S_n/S_{0-1})^*s + (B_nP_n/B_0P_{0-1})^*b]$	<p>T = Rate  G = Fuel price  S = civil service wage index in Mali  B = Corporate Goods Price Index of the OECD countries  A = purchase price of energy  P = Euro/CFAC parity  n = Year of rate revision  o refers to the index of the initial year  g, s, b respectively, the indexes for fuel, wages, and investments according to the operator's business plan.</p>
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## Article 26 Dates of application of rate adjustments

Following the formulas for rate indexing, the rates shall be fixed on January 1 of each year. The rates shall be adjusted for the first time, at the latest on April 30 of the year n + 1 of the following year. The operator shall propose the rate to AMADER by October 31 of the year n – 1. To that end, the concession holder shall produce all the evidence and documents necessary, including its operating accounts, one month before the beginning of the following six-month period.

## Article 27 Revision of rate formulas

In order to take into account the changing economic and technical conditions and ensure that the rate formulas are representative of real costs, the rate level and formulas shall be subject to review at the request of either party in the following cases:

- (1) If the taxes, charges, and fees charged to the concession holder are modified. The concession holder shall produce, for this purpose, all the evidence and documents needed or requested by the Principal, including its operating accounts;
- (2) If the operating costs of the concession holder have increased following the entry into

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force of new laws or new regulations, or following investments or acquisitions not made by the concession holder;

- (3) One year after the award of the concession;
- (4) Five years after the last rate adjustment and indexing formulas

Where the grid of the *Concessionnaire du Service Public de l'Electricité* is extended: if there is a fluctuation of more than ten percent (10%) in the medium voltage electricity rate delivered to the concession holder. The fluctuation shall be in relation to the average rate provided for in the business plan for the first year of the concession;

- (5) Where service is provided by an autonomous thermal grid: if there is a fluctuation of more than twenty percent (20%) in the price of fuel. The fluctuation shall be calculated in relation to the average price of CFAF 400 provided for in the business plan for the first year of the concession.
- (6) After a fluctuation of more than twenty percent (20%) in the CFAF – Euro exchange rate. The fluctuations shall be calculated in relation to the exchange rate of CFAF 655.957 per Euro.

### Article 28 Collection

The concession holder shall collect the amounts due from the customer, with regard to both the reconnection fee and the monthly bill.

In the case of non-payment or partial payment on the customer's part, the concession holder shall be authorized to deduct the amounts owed from the deposit paid by the customer.

In the case of the non-replenishment of the deposit by the customer, the concession holder shall be entitled to disconnect the service, both for customers linked to the electrical grid and for those having an individual installation.

### Article 29 Report on breaches

On the basis of visits to inspect rural electrification activities, AMADER agents shall submit reports on breaches of the terms of the concession contract and shall propose to the Minister of Energy any administrative sanctions stipulated in article 27 of Decree No. 00-184 P-RM of April 14, 2000, establishing the implementing rules for Order No. 00-019 P-RM of March 15, 2000, on the organization of the electricity sector.

### Article 30 Revocation of the concession

The revocation of the concession shall be subject to a decision by the Minister of Energy. Such decision shall be pronounced against the concession holder who has willingly failed to comply with the existing standards within the time period established by the competent authority, without prejudice to the penal sanctions set forth in article 55 of Order No. 00-019 P-RM of March 15, 2000.

### Article 31 Force majeure

Force majeure means any unpredictable, unavoidable event beyond the control of the parties, making it impossible to implement these Specifications, in whole or in part.

The concession holder's inability to fulfill any of the obligations set out in the decisions and the annexes shall not be deemed a breach of the terms of the concession if such inability is a direct consequence of a force majeure event.

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The concession holder affected by a force majeure event shall take every step to resume, as soon as possible, the complete fulfillment of its obligations and limit the consequences thereof.

It shall immediately notify the Principal, within a period not to exceed fifteen (15) days, of the occurrence or cessation of such event.

As from the date of notification of the occurrence of a force majeure event, the concession holder and the Principal shall together make good faith efforts to put an end to the situation created by the force majeure event and to limit and repair the consequences thereof. If the force majeure event persists, and in the absence of a solution offered by the Principal, the concession holder shall be released from its obligations.

Article 32 Dispute settlement procedure

33.1 Conciliation Commission established by the Mayor

Any disputes arising between the customers and the concession holder shall be submitted, first, to a conciliation commission established where necessary by the Mayor. It shall be composed of dignitaries from the commune who are recognized for their moral authority.

33.2 Conciliation Commission established by the Prefect

In cases where the dispute would involve the Mayor, a member of the communal Council, or a closely related person, the concession holder may request the local Prefect to set up the Conciliation Commission, which shall have full authority to seek a solution to the dispute. The Conciliation Commission referred to in article 33.1 of these Specifications shall attempt to find a solution to any dispute between the commune and the concession holder within the framework of its authorization or declaration.

33.3 Referral to AMADER

If the Conciliation Commission does not bring about an agreement between the customers and the concession holder, AMADER, referred to by the more diligent party, shall investigate and take a decision, which may be appealed against in the competent courts.

Article 33 Modification of the Specifications

Any modifications of these Specifications may be proposed by AMADER or the concession holder. They shall become valid and enforceable only after approval by the two parties.

For the Principal:

.....  
President and Director General of AMADER

For the Company:

Director General

MALIAN AGENCY FOR THE DEVELOPMENT OF HOUSEHOLD ENERGY AND RURAL ELECTRIFICATION  
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