**CONFORMED COPY**

**GEF GRANT NUMBER TF095537**

**Global Environment Facility**

**Grant Agreement**

**(west africa regional fisheries program (Phase I))**

**between**

**REPUBLIC OF CAPE VERDE**

**and**

**INTERNATIONAL BANK FOR RECONSTRUCTION**

**AND DEVELOPMENT**

**acting as an Implementing Agency of the Global Environment Facility**

**Dated December 2, 2009**

**GEF GRANT NUMBER TF095537**

GLOBAL ENVIRONMENT FACILITY GRANT AGREEMENT

AGREEMENT dated December 2, 2009, entered into between:

REPUBLIC OF CAPE VERDE (“Recipient”); and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

The Recipient and the World Bank hereby agree as follows:

**Article I**

**Standard Conditions; Definitions**

* 1. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 1, 2008 (“Standard Conditions”) constitute an integral part of this Agreement.
  2. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Financing Agreement (“IDA Financing Agreement”) of the same date between the Recipient and IDA in support of the West Africa Regional Fisheries Program (Phase I).

**Article II**

**The Project**

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to the IDA Financing Agreement (“Project”). To this end, the Recipient shall carry out the Project or cause the Project to be carried out in accordance with the provisions of Article II of the Standard Conditions.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of the IDA Financing Agreement and Schedule to this Agreement.

**Article III**

**The Grant**

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to two million Dollars ($2,000,000) (“Grant”) to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section II of the Schedule to this Agreement.

**Article IV**

**Additional Remedies**

4.01. The Additional Events of Suspension referred to in Section 4.02 (i) of the Standard Conditions consist of the following:

(a) The World Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

(b) The World Bank has suspended the IDA Financing Agreement.

**Article V**

**Effectiveness; Termination**

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following condition has been satisfied, namely that the IDA Financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

5.02. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.03. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**

**Recipient’s Representative; Addresses**

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Recipient’s Minister of Finance.

6.02. The Recipient’s Address is:

Ministry of Finance and Public Administration

C.P. 30

Praia

Cabo Verde

Cable: Telex: Facsimile:

COORDENACAO 608 MCECV (238) 61 38 976.03

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development

1818 H Street, N.W.

Washington, D.C. 20433

United States of America

Cable: Telex: Facsimile:

INTBAFRAD 248423 (MCI) or 1-202-477-6391

Washington, D.C. 64145 (MCI)

AGREED in the District of Columbia, United States of America, as of the day and year first above written.

**REPUBLIC OF CAPE VERDE**

**By: /s/ Fatima Veiga**

**Authorized Representative**

**INTERNATIONAL BANK FOR**

**RECONSTRUCTION AND DEVELOPMENT**

**acting as an Implementing Agency of the**

**Global Environment Facility**

**By: /s/ McDonald Benjamin**

**Authorized Representative**

**SCHEDULE**

**Project Execution**

**Section I. General**

A. Sections I, (excluding Part B thereof), II, III and V of Schedule 2 to the IDA Financing Agreement, with the modifications set forth below, are hereby incorporated by reference and form an integral part of this Agreement. The following terms, wherever they appear in said Sections, shall be read as follows:

(a) “Association” shall be read as World Bank;

(b) “Financing” shall be read as the Grant; and

(c) “Recipient” shall be read as the Recipient of the Grant.

B. So long as any part of the Credit provided for under the IDA Financing Agreement shall remain outstanding, and unless the Recipient has been notified otherwise by the World Bank:

(a) all actions taken, including approvals given, by the Association pursuant to Sections I (excluding Part B thereof), II, III and V of Schedule 2 to the IDA Financing Agreement shall be deemed to be taken or given in the name and on behalf of both the Association and the World Bank; and

(b) any information or documentation furnished by the Recipient to the Association pursuant to the provisions of any of such Sections of the IDA Financing Agreement shall be deemed to be furnished to both the Association and World Bank.

**Section II. Withdrawal of Grant Proceeds**

1. **General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

|  |  |  |
| --- | --- | --- |
| **Category** | **Amount of the Grant Allocated (expressed in USD)** | **Percentage of Expenditures to be Financed**  **(inclusive of Taxes)** |
| (1) Goods, works, Training and services under Parts A.1(a) through (d) and A.2 of the Project | 1,600,000 | 100% |
| (2) Services (including audits) under Part D.1 of the Project | 400,000 | 100% |
| **TOTAL AMOUNT** | 2,000,000 |  |

**B. Withdrawal Conditions; Withdrawal Period**

1.Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 15, 2014.