



**CREDIT NUMBER 7469-LR**  
**CREDIT NUMBER 7267-LR (Amendment)**  
**CREDIT NUMBER 6900-LR (Amendment)**

# **Financing Agreement**

**(Second Additional Financing for the Rural Economic Transformation Project)**

**between**

**REPUBLIC OF LIBERIA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**



**CREDIT NUMBER 7469-LR**  
**CREDIT NUMBER 7267-LR (Amendment)**  
**CREDIT NUMBER 6900-LR (Amendment)**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF LIBERIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing additional financing for the Original Project and amending the Original Financing Agreement and the AF Financing Agreement (as defined in the Appendix to this Agreement).

The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Non-concessional Financing for purposes of the General Conditions, in the amount of seventy six million Dollars, (\$ 76,000,000), as such amount may be converted from time to time through a Currency Conversion (“Credit”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent ( $\frac{1}{4}$  of 1%) of the Credit amount.
- 2.04. The Commitment Charge is one-quarter of one percent ( $\frac{1}{4}$  of 1%) per annum on the Unwithdrawn Credit Balance.

- 2.05. The Interest Charge is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.09(e) of the General Conditions.
- 2.06. The Recipient elects to apply the Automatic Rate Fixing Conversion to the Credit. Accordingly, without limitation upon the provisions of Article IV of the General Conditions and unless otherwise notified by the Recipient to the Association in accordance with the provisions of the Conversion Guidelines, the interest rate basis applicable to the aggregate principal amount of the Credit withdrawn during two consecutive Interest Periods shall be converted from the initial Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread for the full maturity of such amount in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- 2.07. The Payment Dates are February 15 and August 15 in each year.
- 2.08. The principal amount of the Credit shall be repaid in accordance with Schedule 3 to this Agreement.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement.

### **ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consists of the following, namely that the Recipient has updated, adopted and submitted to the Association, the Project Operations Manual, in form and substance satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 4.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the Signature Date.

### **ARTICLE V — REPRESENTATIVE; ADDRESSES**

- 5.01. The Recipient's Representative is its minister responsible for finance.

5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of Finance and Development Planning  
P.O. Box 10-9016  
Broad Street  
Monrovia, Liberia; and

- (b) the Recipient's Electronic Address is:

E-mail: [dtweah@mfdp.gov.lr](mailto:dtweah@mfdp.gov.lr)

5.03. For purposes of Section 11.01 of the General Conditions:

- (a) the Association's address is:

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America; and

- (b) the Association's Electronic Address is:

Telex:	Facsimile:
248423 (MCI)	1-202-477-6391

AGREED as of the Signature Date.

**REPUBLIC OF LIBERIA**

By



\_\_\_\_\_  
**Authorized Representative**

Hon. Samuel D. Tweah, Jr.

**Name:** \_\_\_\_\_

Minister

**Title:** \_\_\_\_\_

02-Jan-2024

**Date:** \_\_\_\_\_

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By



\_\_\_\_\_  
**Authorized Representative**

Pierre Laporte

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ Country Director for Ghana, Liberia and

29-Dec-2023

**Date:** \_\_\_\_\_

## SCHEDULE 1

### Project Description

The objective of the Project is to improve productivity and market access for smallholder farmers and agri-enterprises for selected value chains in Project Participating Counties.

The Project consists of the following parts:

#### **Part A: Improving the Enabling Environment for Agribusiness Development**

1. Enhancing the capacity of selected public services that are critical for enabling agribusiness, within Ministry of Agriculture (MoA) and the Cooperative Development Agency (CDA) to improving the quality of their agribusiness services, including: (a) enhancing entrepreneurship development in agribusiness and promoting private investments in the sector with specific focus on women and youth entrepreneurship; (b) improving governance and partnerships across the selected value chains, and collaboration among agribusiness development programs/projects; (c) enhancing the resilience of the food system through the dissemination of climate-smart practices; (d) improving the legal, regulatory and operating environment, and agri-food standards, *inter alia*, operationalization of existing laws, regulations and strategies related to seed, food safety, pesticides, fertilizer, and national rice development; and (e) developing and implementing a training program for MoA and relevant ministries, departments and agencies (MDAs) on impacts of climate change, knowledge, and advisory support for adoption of climate smart agriculture practices and technologies, all through the provision of technical advisory services, training and acquisition of goods.
2. Enhancing value chain coordination and public-private dialogue for targeted value-chains, including: (a) conducting a stakeholder mapping exercise as the basis for a Private Public Dialogue (PPD) Mechanism; (b) establishing and operationalizing said PPD Mechanism; (c) strengthening consultations among the value chain stakeholders, through *inter alia*, regular discussion fora; and (d) building the farmer-based organizations (FBOs) involved in targeted value-chains, all through the provision of technical advisory services and training.
3. Strengthening the capacities of the Department of Regional Development, Research and Extension (DRDRE) within MoA to carry out its mandate, including: (a) facilitating linkages between extension and research system, information sharing and production of joint periodic bulletin; (b) promoting the use of e-extension services; (c) integrating the delivery of nutritional information into the extension advice package; (d) provision of training to county level facilitators on

extension guidelines; (e) developing and adapting climate-smart technologies and practices to enhance resilience at county level; (f) strengthening seed multiplication capacity, in particular, improved and drought-resistant seeds; and (g) strengthening the specific MDAs' identification and implementation of specific demand-driven knowledge and innovative agriculture research and testing equipment, in particular, the Central Agricultural Research Institute - Soil and Crop Laboratory (CARI), and National Standards Laboratory of Liberia (NSL), and DRDRE.

**Part B: Enhancing Competitiveness and Market Access through Productive Alliances**

Enabling smallholders and commercially oriented farmers to improve their capacity, operate competitively in the selected value chains, and establish more reliable linkages with buyers, in particular:

1. Preparing pre-investment activities, including: (a) promoting the Project and increasing outreach to prospective grant beneficiaries (FBOs and their members, commercial partners, and private financing entities); (b) identifying opportunities for productive alliances among FBOs, agri-enterprises, processors, and commercial partners; (c) identifying potential business opportunities for the productive alliances; (d) preparing business plans and proposals for investment subprojects reflecting the identified opportunities; (e) building the capacity of technical service providers to enhance the quality of the services provided to the productive alliances; and (f) conducting studies to evaluate the potential for investments in the selected value chains that will promote climate change mitigation, climate resilience, and the economic inclusion of marginalized groups.
2. Carrying out a program of agriculture investment activities focusing on modernizing individual farm operations, enhancing productivity, reducing losses (*i.e.*, production and post-harvest losses) to meet market demands, empowering women (Subprojects), through the provision of grants (Matching Grants) to eligible Beneficiaries, under the following Matching Grant windows:
  - (a) window A, for FBOs comprising of smallholder farmers, women small holder famers and/or women led-producer organizations, and other productive groups;
  - (b) window B, for commercially oriented farmers who are also service providers and are acting as an anchor company in an alliance; and
  - (c) window C, for all other partners in an alliance that are participating in an individual investment subproject.

### **Part C: Agri-Marketing and Road Infrastructure Investments**

Improving access to markets through the rehabilitation of existing roads, construction of short-span critical cross-drainage structures, and modernization of selected agri-markets, in particular:

1. (a) Carrying out the rehabilitation of approximately 40-km segment of the Tappita–Zwedru road, through the provision of technical advisory services to manage a design and build under a modified Output Performance-Based Contract format; **and (b) construction of 75km road from Toetown to Zwedru and a 10km spur connecting the southern corridor to the Cote d’Ivoire border.**
2. Modernizing selected agri-markets in rural areas, including carrying out the construction of: (a) selected open market sheds and small storage and processing facilities; and (b) basic market infrastructure such as internal market pathways, drainage infrastructure, and water and sanitation facilities, as well as selected facilities for specialized handling of agricultural produce.

### **Part D: Project Coordination and Management and Contingency Emergency Response Component**

1. Strengthening the capacity of the Project Implementation Unit for Project management and coordination, including: (a) administrative, technical, and financial management; (b) coordination among all institutional partners to ensure the efficient flow of information and support to all value-chain actors; (c) effective contractual arrangements with FBOs, public sector, and private sector operators; (d) monitoring and evaluation; (e) fiduciary aspects (i.e., procurement and financial management); (f) environmental and social management; and (g) development of communication activities to publicize and disseminate project results, best practices, and success stories.
2. **Contingent Emergency Response Component**

Providing immediate response to an Eligible Crisis or Emergency, as needed.

### **Part E: Support to Food Security**

1. Support increased food production in order to preserve and strengthen the productive capacity of farming households to enable continued and expanded production of key staple foods, including through: (a) the purchase and distribution of (i) climate-resilient seeds, fertilizers and pesticides; (ii) access to small-scale mechanization, post-harvest equipment and means of transport; and (iii) the provision of relevant technical assistance for the production chain; and (b) the promotion of improved nutrition, including through the provision of support to: (i) upgrade kitchen and market gardens; (ii) improve production and marketing of



backyard poultry; and (iii) promote nutrition education.

2. Support to rural community infrastructure interventions through the provision of cash payments under a labor-intensive cash-for-work (LICW) program, including the development or rehabilitation of a positive list of community infrastructure linked to increased agricultural production and improved livelihoods as outlined in community plans, for the purpose of enabling eligible LICW beneficiaries to access cash for food purchases.
3. Strengthen early warning systems and food security crisis preparedness planning through, *inter alia*: (a) the development of food security early warning and response services, including market and climate risk detection mechanisms; (b) the acquisition of decision support tools and methods, including information on climate change vulnerability in the agricultural sector; (c) facilitating inter-institutional coordination for production and dissemination of basic, actionable early crisis warnings; (d) updating and modernizing inventory and warehousing capacities; and (e) supporting the construction and operating costs of eight standard 5,000-ton grain steel storage facilities.

## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

##### 1. Inter-Ministerial National Project Steering Committee

- (a) The Recipient shall maintain, throughout the period of Project implementation, an inter-ministerial national Project steering committee with a mandate, composition and resources, satisfactory to the Association.
- (b) Without limitation upon the provisions of paragraph 1(a) immediately above, the Inter-Ministerial National Project Steering Committee (I-MNPSC) shall be responsible for, *inter alia*: (a) reviewing the overall progress of the Project; (b) providing strategic and policy direction on all Project activities; and (c) facilitating the coordination of Project activities.

##### 2. Project Implementation Unit

- (a) The Recipient shall maintain, throughout the period of implementation of the Project, the Project implementation Unit (PIU), with functions and resources, satisfactory to the Association.
- (b) The Recipient shall maintain at all times during the Project implementation the following staff: (i) a procurement specialist; (ii) a monitoring and evaluation specialist; (iii) an infrastructure specialist; and (iv) an administrative support specialist, all with experience, qualifications, and terms of reference, satisfactory to the Association.
- (c) Without limitation upon the provisions of sub-paragraph 1(a) above, the PIU shall be responsible for the day-to-day management, implementation and coordination of Project activities.

##### B. Project Operations Manual; Matching Grants Manual

- 1. The Recipient shall carry out the Project in accordance with the provisions of manuals satisfactory to the Association (the "Project Operations Manual", and "Matching Grants Manual" or "LACF Manual").
- 2. The Project Operations Manual shall include the following provisions:
  - (a) disbursement and financial management arrangements; (b) institutional administration, coordination, and day-to-day execution of activities of the Project;

(c) monitoring, evaluation, reporting and communication; (d) fiduciary aspects (*i.e.*, procurement and financial management); (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project; (f) arrangements for management and monitoring of environmental and social management aspects; (g) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice; (h) eligibility criteria and modalities for the provision of cash payments to eligible LICW beneficiaries; (i) mechanisms for the Recipient to ensure that any investments on new or rehabilitation/upgrade of existing irrigation systems that involve the use or potential pollution of international waterways will be excluded from the Subproject; and (j) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.

3. The Matching Grants Manual or LACF Manual for Part B.2 of the Project shall include the following provisions: (a) arrangements and procedures for management, supervision, monitoring, evaluation and reporting of the respective Subprojects; (b) disbursement and funds flow arrangements for Matching Grants; (c) procedures for procurement and financial management setting forth, *inter alia*, the procurement and financial management responsibilities of the respective Beneficiaries; (d) guidelines for the carrying out of the respective Subprojects, including, the eligibility criteria for determining the Beneficiaries, and detailed procedures for the selection, approval and implementation of respective Subprojects; and (e) a sample format of a Matching Grant Agreement.
4. In case of any conflict between the arrangements and procedures set out in either the Project Operations Manual, or the Matching Grants Manual, and the provisions of this Agreement, the provisions of this Agreement shall prevail and, except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision thereof without the prior written agreement of the Association.

### **C. Sub-projects under Part B.2 of the Project**

#### **1. General**

- (a) The Recipient shall throughout the Project implementation period maintain the Liberia Agriculture Commercialization Fund (LACF), in form and substance satisfactory to the Association, for the purpose of Part B.2 of the Project.
- (b) The Recipient shall throughout the Project implementation period, retain the services of a fund manager (Fund Manager) within the LACF, for the purpose of management of the Matching Grants, and direct oversight in the implementation of the Subprojects.

- (c) Without limitation upon the provisions of subparagraphs (a) and (b) above, the Recipient shall through the LACF and the Fund Manager, appraise, approve and monitor the respective Subprojects and administer the Matching Grants under the three windows, in accordance with the provisions and procedures set forth or referred to in this Part C and in more detail in the Matching Grant Manual.

## 2. **Eligibility Criteria for Subprojects**

Prior to financing of any Subproject, said Subproject shall be reviewed and approved by the Fund Manager, on the basis of an appraisal conducted by the LACF in accordance with this sub-paragraph and the guidelines set forth in the Matching Grants Manual, which shall include, *inter alia*, the following:

- (a) the proposed Subproject shall fall within the areas described under Part B.2 of the Project, and shall exclude any activities and expenditures specified as ineligible in the Matching Grants Manual;
- (b) the proposed Subproject shall be initiated by a Beneficiary which has the capacity to enter into a binding contract under the laws of the Recipient, and which has met the other eligibility criteria specified or referred to in the Matching Grants Manual, including the Beneficiary's agreement and ability to provide a minimum contribution in cash or in kind as specified in the Project Operations Manual;
- (c) the Matching Grants under window A shall be initiated only by a Beneficiary within the focus group, specifically smallholder farmers, women smallholder farmers and/or women led-producer organizations, and other productive groups;
- (d) the Beneficiary has adequate technical, financial management and procurement capacity to implement the proposed Subproject in compliance with the guidelines set forth in the Matching Grants Manual;
- (e) the Beneficiary shall be eligible to receive a subsequent Matching Grant if it has completed the preceding Subproject to the satisfaction of the Fund Manager, in accordance with the terms of the Matching Grant Agreement; and
- (f) any investments on new or rehabilitation/upgrade of existing irrigation systems that involve the use or potential pollution of international waterways shall be excluded from the Subproject.

3. **Terms and Conditions of Matching Grants**

A Subproject shall be carried out pursuant to a Matching Grant Agreement, to be concluded between the Fund Manager, on behalf of the Recipient, and the respective Beneficiary, prior to commencement of any activity under such Subproject, all under terms and conditions described or referred to in more detail in the Matching Grants Manual and satisfactory to the Association, which, shall include the following:

- (a) the description of the activities to be implemented, including the outputs and performance targets to be achieved, and the arrangements for monitoring, evaluating and reporting on the implementation of the Subproject;
- (b) the obligation of the respective Beneficiary to contribute, in cash or in-kind a minimum percentage of the projected Subproject cost as specified in the Matching Grants Manual;
- (c) the modalities of transfer of funds by the Fund Manager to the respective Beneficiary for the financing of the Subproject;
- (d) the obligation of the respective Beneficiary to: (i) carry out the Subproject with due diligence and efficiency and in accordance with sound technical, agricultural, environmental, social, financial, and managerial practices, and in accordance with the provisions of the Anti-corruption Guidelines and the pertinent provisions of this Agreement; and (ii) maintain adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures relating to the Subproject;
- (e) the right of the Recipient, to: (i) inspect by itself, or jointly with the Association, if the Association shall so request, the goods, included in the Subproject, the operations thereof and any relevant records and documents; (ii) obtain all information as the Recipient, or the Association, shall reasonably request regarding the administration, operation and financial conditions of the respective Subproject; and (iii) suspend or terminate the right of the pertinent Beneficiary to use the proceeds of the Matching Grant upon failure by said Beneficiary to perform any of its obligations under the Matching Grant Agreement; and
- (f) the obligation of the Fund Manager, on behalf of the Recipient, to ensure that the Subproject is carried out in accordance with the Anti-Corruption Guidelines.

**D. Labor-Intensive Cash-for-Work (LICW) Program**

1. In order to ensure the proper implementation of Part E of the Project, the Recipient, shall select eligible LICW beneficiaries and implement the LICW program in accordance with the POM.
2. The Recipient shall determine and select eligible LICW beneficiaries in accordance with eligibility criteria and selection processes acceptable to the Association, as elaborated in the POM.
3. The Recipient shall enter into a payment agreement in form and substance satisfactory to the Association, with one or more Payment Agents selected on the basis of terms of reference, qualifications and experience satisfactory to the Association, for making LICW cash payments to eligible LICW beneficiaries in accordance with criteria and procedures set forth in the POM (“Payment Agreement”).

**E. Annual Work Plan and Budget**

1. Not later than October 30 in each calendar year, the Recipient shall prepare and furnish to the Association a draft annual work plan and budget for the Project for the subsequent calendar year of Project implementation, of such scope and detail as the Association shall have reasonably requested.
2. The Recipient shall afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association (“Annual Work Plan and Budget”). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.
3. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association’s prior written approval.

**F. Environmental and Social Standards.**

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;

- (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
- (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing

measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

**G. Contingent Emergency Response Component**

1. In order to ensure the proper implementation of Part D.2 of the Project (“Contingent Emergency Response”) (“CERC Part”), the Recipient shall ensure that:

- (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the CERC Part, including: (i) any structures or institutional arrangements for coordinating and implementing the CERC Part; (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for the CERC Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the CERC Part; and (vii) a template for Emergency Action Plan;
- (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
- (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
- (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.

2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to the Association.



3. The Recipient shall ensure that:
  - (a) the environmental and social instruments required for the CERC Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the CERC Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

**Section II. Project Monitoring, Reporting and Evaluation**

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each 6 months, covering the six (6) calendar months.

**Section III. Withdrawal of the Proceeds of the Financing**

**A. General**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Operating Costs for Parts A, B.1 C.2 and D.1 of the Project	0	100%
(2) Matching Grants (for goods non-consulting services, and Training under Part B.2 of the Project)	0	100%

(3) Goods and works, Training and Operating Costs for Part C.1(a) of the Project	2,750,000	Such percentage as may be determined by the Association and communicated to the Recipient based on the Annual Work Plan and Budget
(4) Emergency Expenditures under Part D.2 of the Project	0	100%
(5) Goods, works, non-consulting services, consulting services and Training and Operating Costs for Part E of the Project	0	100%
(6) Cash payments for LICW under Part E of the Project	0	100%
(7) Unallocated	8,960,000	100%-
(8) (a) Non-consulting services, and consulting services for Part C.1 (a) of the Project	2,500,000	100%
8(b) Goods, works, Training and Operating Costs for Part C.1 (b) of the Project	55,450,000	Such percentage as may be determined by the Financiers and communicated to the Recipient based on the Annual Work Plan and Budget
(8) (c) non-consulting services, and consulting services for Part C.1 (b) of the Project	6,150,000	100%
(9) Front-end Fee	190,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 3.08 (b) of the General Conditions

(10) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.05 (c) of the General Conditions
<b>TOTAL AMOUNT</b>	76,000,000	

**B. Withdrawal Conditions; Withdrawal Period**

Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:

- (a) for payments made prior to the Signature Date except that withdrawals up to: (i) an aggregate amount not to exceed \$2,000,000 may be made for payments made prior to this date but on or after June 1, 2023, for Eligible Expenditures under Category (8a); and (ii) an aggregate amount not to exceed \$4,000,000 may be made for payments made prior to this date but on or after June 1, 2023, for Eligible Expenditures under Category (8c); or
- (b) under Categories 3 and 8 (b) unless the Recipient has carried out a biodiversity field surveys, and prepared, adopted and disclosed the Biodiversity Management Plan in form and substance acceptable to the Association.
- (c) under Category (4) unless and until:
  - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category (4); and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
  - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association; and

2. The Closing Date is June 30, 2029.

**Section IV. Other Undertakings**

- A. The Recipient shall, within ninety (90) days of adopting the Biodiversity Management Plan, update the ESIA and ESMP, in form and substance acceptable to the Association.

**SCHEDULE 3**

**Commitment-Linked Amortization Repayment Schedule**

The following table sets forth the Principal Payment Dates of the Credit and the percentage of the total principal amount of the Credit payable on each Principal Payment Date (“Installment Share”).

**Level Principal Repayments**

<b>Principal Payment Date</b>	<b>Installment Share</b>
On each February 15 and August 15 Beginning February 15, 2034 through February 15, 2052	2.63%
On August 15, 2052	2.69 %

## APPENDIX

### Section I. Definitions

1. “AF Financing Agreement” means the financing agreement entered into by the Recipient and the Association on January 23, 2023 (Credit Number 7267-LR).
2. “Annual Work Plan and Budget” means the annual work plan to be prepared by the Recipient during each calendar year, including a program of activities and budget proposed for inclusion in the Project during the following fiscal year, as described in Section I.E of Schedule 2 to this Agreement.
3. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011, and as of July 1, 2016.
4. “Beneficiary” means smallholder women’s group, a farmer-based organization, agribusiness, out-grower, small-medium enterprise, or a public sector, or private sector agency, established and operating under the laws of the Recipient, which has met the eligibility criteria specified in the Matching Grants Manual and, as a result, has been extended, or is to be extended, a Matching Grant to implement a Subproject.
5. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
6. “Contingent Emergency Response Component Operations Manual” and “CERC Operations Manual” each means the operations manual referred to in Section I.G of Schedule 2 to this Agreement, to be adopted by the Recipient for the CERC Part of the Project in accordance with the provisions of said Section.”
7. “CERC Part” means the contingent emergency response component under Part D.2 of the Project.
8. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
9. “Emergency Action Plan” means the plan referred to in Section I.G of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.

10. “Emergency Expenditure” means any of the Eligible Expenditures set forth in the CERC Operations Manual in accordance with the provisions of Section I.G of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.
11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated November 9, 2023, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
12. “Environmental and Social Standards” or “ESSs” means, collectively:  
(i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
13. “FBO” means a farmer-based organization established and operating pursuant to the laws of the of the Recipient, and “FBOs” means all such farmer-based organizations.
14. “Food Insecurity Crisis” means an event or events driven by natural disasters, economic shocks, and/or public health threats, which pose a significant threat of becoming a large-scale food security crisis within a country or across countries, in accordance with criteria acceptable to the Association.
15. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (Last revised on July 15, 2023) (with the modifications set forth in Section II of this Appendix).

16. “Inter-Ministerial National Project Steering Committee” or “I-MNPSC” means the steering committee referenced in Section I.A.1. of Schedule 2 to this Agreement.
17. “Liberia Agriculture Commercialization Fund” or “LACF” means an approach adopted by the Recipient under the IDA-financed Smallholder Agriculture Transformation and Agribusiness Revitalization Project (Credit No. 6360-LR) as a funding mechanism for enhancing productivity and productiveness, through the provision of Matching Grants.
18. “LICW” means labor-intensive cash-for-work.
19. “Matching Grant Agreement” means an agreement entered into, or to be entered into, between the Fund Manager on behalf of the Recipient, and a Beneficiary, for the purpose of extending a Matching Grant to such Beneficiary on the terms and conditions, satisfactory to the Association.
20. “Matching Grant” means a grant made or proposed to be made out of the proceeds of the Financing by the Recipient, to a Beneficiary for the purpose of financing a Subproject in accordance with the provisions of Section I.C of Schedule 2 to this Agreement.
21. “Matching Grants Manual” or “LACF Operations Manual” means the Recipient’s manual referred to in Section I.B of Schedule 2 to this Agreement, as such manual may be amended from time to time with the agreement of the Association.
22. “MDAs” means the Recipient’s government ministries, departments and agencies.
23. “Ministry of Agriculture” or “MoA” means the Recipient’s Ministry responsible for agriculture, and any successor thereto.
24. “Operating Costs” means recurrent costs of the Project, based on Annual Work Plans approved by the Association, such term including: (i) operation and maintenance of vehicles, repairs, rental, fuel and spare parts; (ii) computer maintenance, including hardware and software, printers and photocopiers; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) small office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances; (vii) bank charges; and (viii) travel, accommodation and *per diem* costs for technical staff carrying out training, preparatory, supervisory and quality control activities.
25. “Original Financing Agreement” means the financing agreement entered into by the Recipient and the Association on June 18, 2021 (Credit Number 6900-LR).
26. “Original Project” means the activities described in Schedule 1 to the Original Financing Agreement

27. “Participating Counties” means the following counties of the Recipient: Bong, Sinoe, Grand Kuru, Grand Bassa, Bomi, Grand Cape Mount, Grand Gedeh, Margibi, Maryland, Montserrado, Nimba, Lofa, River Cess, River Gee, and Gbarpolu.
28. “Payment Agents” means competitively selected financial institutions, satisfactory to the Association, including, *inter alia*, banks, microfinance institutions and mobile phone companies, said financial institutions and companies duly established and operating under the Recipient’s laws and regulations, for the purpose of making cash payments to LICW beneficiaries under the LICW program.
29. “Payment Agreement” means an agreement to be entered into between the Recipient and a Payment Agent in accordance with the provisions of Section I.D.3 of Schedule 2 to this Agreement.
30. “Preparedness Plan” means the plan referred to in Section I.G of Schedule 2 to this Agreement, setting out the operational procedures to respond to and contain a Food Insecurity Crisis.
31. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
32. “Project Implementing Unit” or “PIU” means the unit referred to Section I.A.2 of Schedule 2 to this Agreement.
33. “Project Operations Manual” means the manual, satisfactory to the Association, and referred to in Section 4.01 of this Agreement, and Section I.B.1 of Schedule 2 to this Agreement, as said manual may be amended from time to time with the prior written agreement of the Association, and such term includes any annexes or schedules to such manual.
34. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
35. “Subproject” means a program or set of activities carried out or to be carried out by a Beneficiary under Part B.2 of the Project and financed or proposed to be financed out of the proceeds of the Financing through a Matching Grant.
- 36.** “Training” means the costs of training under the Project, based on the Annual Work Plan and Budget approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for



training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities.

**Section II. Modifications to the General Conditions**

The General Conditions are hereby modified as follows:

1. Section 3.03 (Service Charge) and Section 3.04 (Interest Charge) are deleted in their entirety and the remaining Sections in Article III are renumbered accordingly, and all references to the Sections of Article III in any provision of the General Conditions are understood to be to such renumbered Sections.
2. Paragraph 66 (Interest Charge) in the Appendix is modified to read as follows:  
  
“66. “Interest Charge” means the interest charge for the purpose of Section 3.07.
3. Paragraph 100 (Service Charge) in the Appendix is deleted in its entirety and the subsequent paragraphs are renumbered accordingly, and any reference to “Service Charge” or “Service Charges” in any provision of the General Conditions is deleted.

**Section III. Amendment to the Original Financing Agreement**

The Original Financing Agreement is amended as follows:

1. **Amendment to Part C.1 of the Project Description:** The description of Part C.1 of the Project as set forth in Schedule 1 to the Original Financing Agreement is amended as set forth in Part C.1 of Schedule 1 to this Agreement.
2. **The disbursement table in section III.A.1 is amended as follows:**

<b>Category</b>	<b>Amount of the Financing Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs for Parts A, B.1 C.2 and D.1 of the Project	12,612,500	100%

(2) Matching Grants (for goods non-consulting services, and training under Part B.2 of the Project)	11,500,000	100%
(3) Goods, works, Training and Operating Costs for Part C.1 (a)of the Project	30,000,000	Such percentage as may be determined by the Association and communicated to the Recipient based on the Annual Work Plan and Budget
(4) Emergency Expenditures under Part D.2 of the Project	0	100%
(5) Refund of Preparation Advance	750,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(6) Front-end Fee	137,500	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 3.08 (b) of the General Conditions
(7) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 4.06 (c) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>55,000,000</b>	

**Section IV. Amendment to the AF Financing Agreement**

The AF Financing Agreement is amended as follows:

- 1. Amendment to Part C.1 of the Project Description:** The description of Part C.1 of the Project as set forth in Schedule 1 to the AF Financing Agreement is amended as set forth in Part C.1 of Schedule 1 to this Agreement.