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**GRANT NUMBER E3340-SL**

# **Financing Agreement**

**(Sierra Leone Connectivity and Agricultural Market Infrastructure Project)**

**between**

**REPUBLIC OF SIERRA LEONE**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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## **FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between REPUBLIC OF SIERRA LEONE (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). 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 grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fifty-five million, nine hundred thousand Special Drawing Rights (SDR 55,900,000) (“Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Payment Dates are March 15 and September 15 in each year.
- 2.05. The Payment Currency is Dollars.

**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 and Schedule 2 to this Agreement.

**ARTICLE IV — EFFECTIVENESS; TERMINATION**

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Recipient has prepared and adopted the Project Implementation Manual, in form and substance satisfactory to the Association;
  - (b) The Recipient has: (i) established a procurement unit staffed with qualified and experienced procurement staff in the PCIU; and (ii) hired a financial management specialist, an internal auditor, and a social specialist, all with qualifications and terms of reference acceptable to the Association and in accordance with the provisions of the Procurement Regulations, as applicable; and
  - (c) The Recipient has opened a segregated designated account in Dollars at a bank acceptable 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 the 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  
Treasury Building  
George Street  
Freetown  
Sierra Leone; and

- (b) the Recipient's Electronic Address is:  
E-mail: [fsecretary@mof.gov.sl](mailto:fsecretary@mof.gov.sl)

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 SIERRA LEONE**

**By**

*Hon. Sheku A.F. Bangura*

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

**Name:** \_\_\_\_\_ Hon. Sheku A.F. Bangura

**Title:** \_\_\_\_\_ Minister of Finance

**Date:** \_\_\_\_\_ 13-Jun-2024

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**

*Abdu Muwonge*

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

**Name:** \_\_\_\_\_ Abdu Muwonge

**Title:** \_\_\_\_\_ Country Manager

**Date:** \_\_\_\_\_ 13-Jun-2024

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to enhance climate-resilient transport connectivity and agricultural market access in selected areas of Sierra Leone.

The Project consists of the following parts (each, a “Part”):

#### **Part 1: Resilient Urban Transport**

This Part seeks to improve climate resilience and transition to low-carbon urban transport system in Freetown, as well as strengthen institutional reform and support human capital development in the transport sector. It will provide technical assistance for transport institutions and operators to develop and implement sustainable transport strategies, integrating measures to reduce vulnerability to climate disasters (flooding and landslides), reduce congestion, and reduce greenhouse (GHG) emissions and air pollution. These measures include scaling up high-capacity public transport services with private sector participation, improving urban transport infrastructure against flooding and landslides, the promotion of non-motorized transport (NMT) and safety measures. This Part includes the following activities:

a) **Technical assistance to develop transport strategies and build institutional capacities of transport sector agencies.**

This subpart will support the development of: (i) a national transport strategy with integration of climate resilience and GHG mitigation measures; (ii) urban mobility plan for Freetown taking into account climate resilience, GHG mitigation, and women’s mobility patterns and needs; and (iii) national road safety guidelines. It will also strengthen the capacity of transport institutions (such as Sierra Leone Public Transport Authority) and support the professionalization of bus operators to strengthen public transport, enhance transport sector management and promote human capital development with a gender perspective in collaboration with the universities.

b) **Strategic low-carbon resilient infrastructure investments.**

This subpart will support strategic investments to enhance the climate resilience of urban transport infrastructure such as safety measures for public transport and non-motorized transport and finance the associated supervision and environmental and social (E&S) cost of the physical investments along the eastern corridor. These investments will focus on improving access, climate resilience and road safety through: (a) spot improvements to enhance climate resilience and road conditions on key sections; (b) operationalization of the traffic management plan including implementation of policies and regulations such as bus priority lanes and road

safety, signalization, road markings in priority intersections/corridors, expanding hybrid street lighting, intersection improvements (Jui Road, Bai Bureh Road) and pedestrian infrastructure with guard railings; and (c) upgrading/construction of bus stops.

c) **Expanding the modernization of public transport system.**

This subpart will increase the coverage of modernized bus services in Freetown with inclusive private sector participation and effective traffic management. It will scale up the fleet renewal and emission reduction initiative undertaken in the Integrated Resilient Urban Mobility Project (IRUMP) and follow the similar approach of "Lease-Operate-Own". In particular, the Ministry of Transport and Aviation (MTA) will procure high-capacity buses, lease them to the private operators who will operate the buses on assigned routes, pay leasing fees to the contracting authority on a regular basis, and own the buses at the end of the concession.

**Part 2: Resilient Rural Bridges and Roads**

This Part will provide climate resilient bridges and roads for all-season rural connectivity and support life-cycle management of transport assets. It includes the following activities:

a) **Construction of four climate-resilient long-span bridges and their link roads.**

The subpart will finance four bridges Moselolo, Sumbuya, Komrabai and Kabba crossings and their link roads. The design and construction of the bridges and roads will apply climate resilience measures and engineering standards against climate risks. The engineering designs for construction will follow environmentally friendly norms and design parameters that increase resilience to climate change and extreme weather events by: (i) aligning with climate-proofed technical design parameters for rural infrastructure and access roads; (ii) incorporating use of weather resistant materials to withstand extreme weather events; and (iii) right-sizing drains and culverts to accommodate heavy precipitation, limit erosion, and maintain existing watersheds. The roads for water concept will also be implemented along the bridge link/access roads, where and when technically justified. This subpart would also finance relevant consulting services for supervision as well as the E&S costs associated with the civil works.

b) **Support outstanding resilient bridge works under the Smallholder Commercialization and Agribusiness Development Project (SCADeP).**

This subcomponent will contribute to the on-going construction of 4 resilient bridges (Tomparie, Manowa, Mattru and Gendema) under SCADeP.

c) **Supporting climate resilient life-cycle management of road and bridge assets.**

This subpart will support the development of a digital bridge management system (BMS) and the operationalization of the road asset management system (RAMS) developed under SCADeP. It will also provide guidelines, procedures and data collection on life-cycle asset management to inform decision making and prioritize investments in enhanced rehabilitation/maintenance works against climate risks. The system development, operationalization and integration will provide evidence-based analysis and optimize the planning, budgeting and management of the bridge and road assets.

d) **Technical assistance and institutional capacity building in road sector.**

This subpart will promote a resilient and inclusive road network by financing technical studies to update the five-year strategic development plan of road sector considerate of climate risks and develop a national guideline on climate resilient design standards for bridge and roads construction that can inform the next generation of resilient infrastructure. It will also support Sierra Leone Roads Authority (SLRA) and relevant institutions to build institutional capacity on climate resilient transport asset management systems and provide training on rural road maintenance to local communities through the ongoing collaboration between SLRA and local councils. The activities will fully incorporate gender perspectives to ensure the sufficient participation of women.

**Part 3: Resilient Agriculture Market Infrastructure**

**Complementing transport connectivity with market infrastructure, this Part seeks to strengthen the resilience of agricultural value chains and reduce farmers' vulnerability to climate and disaster risks.**

The agricultural market infrastructure Part will promote the climate resilience of local communities by providing reliable year-round access to markets and by extension improve food security and local incomes. Specifically, the construction design and upgrade of the market infrastructure will follow climate and disaster-resilient building codes, including integrating tree planting activities to sequester carbon and protect users from extreme temperature and establishing a maintenance system to regularly check for deficiencies. The investment will provide reliable access and operation of market facilities year-round, contributing to addressing food security issues, as well as increasing local incomes, especially for women since they make up the majority of the labor force in agricultural marketing activities. It will potentially include the following activities:

a) **Developing resilient agricultural market infrastructure within the catchment areas of the four climate resilient bridges.**

The investments will focus on infrastructure that supports the aggregation, storage,



processing, and trading of agricultural products as well as the required equipment and related support to promote resilient and safety in the commodity value chain. Specifically, the support will focus on rehabilitation of existing open markets with storage and processing facilities; construction of new aggregation centers; provision of facilities for specialised handling of produce; and the construction of internal pathways, drainage, and water and sanitation facilities (with separate bathrooms and changing rooms for men and women) in selected market centers. Additionally, the construction and upgrading activities will: (i) target marketing facilities in the local daily/weekly wet markets that are easily frequented by women; (ii) integrate lactation, childcare, or dedicated spaces for women; (iii) where possible dedicate quota for women to improve trade in agricultural and fisheries products; and (iv) be informed by strong consultation process to gather inputs, address concerns, and ensure buy-in from the stakeholders.

b) **Upgrading of the Agricultural Market Information Systems (AMIS).**

An AMIS has been established by the Ministry for Agriculture, Forestry and Food Security (MAFS) as part of on-going initiatives to strengthen access to market for key agricultural commodities in Sierra Leone. The upgrade will incorporate additional modules, including an online platform (Farmers Business Network) to connect farmers and buyers and eliminate the need for middlemen. It will specifically support the development of an AMIS Mobile App, integration of an integrated voice response system, a secured payment system, farmer profiling, warehouse ticketing platform, weather information, and among other valuation information to promote efficient use of AMIS. The Project will collaborate with women's organizations and nongovernmental organizations to train rural folks, especially women on how to effectively use the AMIS Mobile APP.

c) **Capacity building and training for institutional stakeholders and value chain actors, including farmers, processors, and traders.**

These activities seek to support value chain actors in developing a culture of entrepreneurship, innovation, and continuous learning to adapt to changing market dynamics and consumer preferences. Specifically, it will involve workshops and training sessions to strengthen women's empowerment in the agri-value chain, focusing the following topical areas: market analysis techniques (demand, trends, and competitive dynamics), post-harvest handling techniques to reduce food spoilage and waste, quality standards and certification requirements, formal market access (supermarkets, restaurants, and export markets), the use of information and communications technology with integrate gender-sensitive and socially inclusive approaches, and among other relevant topical areas to be identified based on needs assessment.

**Part 4: Project Management Support**

This Part will support Project management-related costs and develop the capacity of Project staff in the identification, evaluation and implementation of climate resilience and emissions mitigation options. Specifically, the allocated funds will broadly cover the cost of: (i) consulting services; (ii) incremental operating costs; and (iii) training for Project management staff. Financing support under this Part will cater to all aspects of Project management including but not limited to recruitment and staff training on procurement and financial management, the environmental and social safeguards implementation and compliance, monitoring and evaluation, communication and knowledge management. In all the proposed training for Project staff, provisions will be made to integrate climate resilience and mitigation management.

**Part 5: Contingent Emergency Response Component (CERC)**

This part will provide immediate response to an Eligible Crisis or Emergency, as needed.

## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements.**

##### **1. Ministry of Transport and Aviation (MTA)**

The Recipient shall, throughout the period of Project implementation, ensure that funds, facilities, and resources, are available to the Ministry of Transport and Aviation (MTA) for the purpose of ensuring prompt and efficient oversight, and overall coordination, and communication of the Project.

##### **2. National Project Steering Committee**

(a) The Recipient shall not later than [sixty (60)] days of the Effective Date, establish a National Project Steering Committee (“NPSC”), and thereafter, maintain, throughout the period of Project implementation the said NPSC with mandate, composition, and resources, satisfactory to the Association.

(b) The NPSC shall provide policy guidance, advisory, and oversight support to ensure effective coordination of the Project by the Project Coordination and Implementation Unit (PCIU). The specific responsibilities of the NPSC will include but are not limited to: (i) approving the annual work plans and procurement plans; (ii) reviewing progress in the implementation of the work plans and other aspects of project performance, including taking responsibility for fiduciary oversight responsibilities following Association procedures on financial management and procurement; and (iii) ensuring that there is effective implementation coordination, especially between the PCIU and the Focal Points (FPs).

##### **3. Project Coordination and Implementation Unit**

(a) The Recipient shall maintain within the MTA, throughout the period of implementation of the Project, the Project Coordination and Implementation Unit (PCIU), with functions and resources, satisfactory to the Association.

(b) The Recipient shall throughout Project implementation, maintain the PCIU with adequate staffing, including a Project coordinator, a Project engineer, an environmental and social safeguard specialist in accordance with the ESCP, a monitoring and evaluation specialist, a communications

specialist, an urban planner, and no later than the Effective Date, establish a procurement unit staffed with qualified and experienced procurement staff, recruit a social specialist, an internal auditor and a financial management specialist (a professionally qualified accountant), and other necessary staff, all with experience, qualifications, and terms of reference, satisfactory to the Association.

- (c) The PCIU shall be responsible for the day-to-day management, implementation, and coordination of Project activities, including ensuring synergies between activities, managing Project funds with appropriate financial records, internal management control, and regular external audit (in collaboration with the Audit Authority in the country), preparing and implementing Annual Work Plans and Budgets aggregating the needs of all Project implementing institutions, preparing Procurement Plans and managing procurement processes, contract management, monitoring compliance with Environmental and Social Standards, and monitoring and evaluation, including preparing quarterly, semi-annual and monitoring and evaluation (M&E) reports.

#### 4. **Focal Points**

- (a) The Recipient shall designate and maintain, throughout the period of implementation of the Project, staff as Focal Points (FPs) for the implementation of activities under Parts 2 and 3, with functions and resources, satisfactory to the Association and as laid out in the PIM.
- (b) The FPs shall be experienced representatives from each of: (i) the SLRA for Part 2 [except Part 2 (b)], and (ii) MAFS for [Part 2 (b) and] Part 3. The FPs will provide technical oversight support to the PCIU, ensuring that activities are implemented following sector-specific best practices, standards, and minimum requirements. The FPs' support would be required during: (a) the preparation of work plans/programs, budgets, and safeguards instrument; (b) the development of draft ToRs and bidding documents for the activities; (c) the negotiation and finalization of bidding and contracts; and (d) the monitoring and reporting of progress on all activities under specific project components.

#### **B. Project Implementation Manual**

- 1. The Recipient shall prepare, adopt and thereafter maintain a Project Implementation Manual (PIM) in form and substance satisfactory to the Association, setting forth rules, methods, guidelines, and procedures for the carrying out of the Project, including, *inter alia*: (a) timetables of actions required to be carried out under the Project; (b) the respective roles and responsibilities of the entities involved in the implementation of the Project and related procedures;

(c) disbursement and flow of funds arrangements; (d) institutional arrangements, coordination and day-to-day execution of activities of the Project; (e) fiduciary arrangements including Project administration and accounting, financial management, procurement, and anti-corruption; (f) environmental and social management systems monitoring; (g) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project, reporting and communication; (h) if applicable, modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice; and (i) such other administrative, financial, technical and organizational arrangements, procedures and necessary terms of reference as shall be required for the PIM.

2. The Recipient shall carry out the Project in accordance with the Project Implementation Manual, and except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the Project Implementation Manual, or any provision thereof.
3. In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

**C. Annual Work Plan and Budget**

1. The Recipient shall prepare and furnish to the Association no later than November 30 of each Fiscal Year during the implementation of the Project, a work plan and budget containing all activities proposed to be included in the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor.
2. The Recipient shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
3. The Recipient shall refrain from making any change(s) to the approved Annual Work Plan and Budget without the Association’s prior written concurrence.

**D. 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 and subcontractors 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.

**E. Contingency Emergency Response Component**

1. To ensure the proper implementation of Part E 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 Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response 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 Contingent Emergency Response Part; and (vii) a template 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 Association.

3. The Recipient shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response 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 Contingent Emergency Response 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 one month after the end of each calendar semester, covering the concerned calendar semester.

**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: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance; 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 Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, operating costs and Training for the Project (except Part 2 b) of the Project)	52,311,846	100%
(2) Support SCADeP on remaining works of bridge construction under Part 2(b) of the Project	3,021,600	100%



(3) Refund of Preparation Advance	566,554	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(4) Emergency Expenditures under Part 5 of the Project	-	100%
<b>TOTAL AMOUNT</b>	<b>55,900,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for payments made prior to the Signature Date; or
  - (b) under Category (1), unless the Recipient has prepared a financial management/accounting policies and procedures manual, in form and substance satisfactory to the Association;
  - (c) under Category (2), unless the Recipient has exhausted all financing available under the SCADeP Additional Financing (IDA D6880-SL), and confirmed same in a manner satisfactory to the Association;
  - (d) under Category (4), unless:
    - (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.
2. The Closing Date is December 31, 2029.

**Section IV. Other Undertakings**

1. No later than ninety (90) days after the Effective Date, or such later date as agreed with the Association, the Recipient shall have: (i) identified and procured appropriate software for use in Project accounting; and (ii) carried out a training in financial management and disbursement for Project financial management staff, in form and substance acceptable to the Association.
2. No later than ninety (90) days after the Effective Date, or such later as agreed with the Association, the Recipient shall have developed procurement records and

contract management systems, in form and substance acceptable to the Association.

3. No later than thirty (30) days after the Effective Date, the Recipient shall: (i) adopt and disclose the updated Environmental and Social Management Plan for Components 1 and 3; (ii) the Environmental and Social Impact Assessment for Component 2 of the Project; (iii) the updated Resettlement Action Plan for Component 2; and (iv) the Sexual Exploitation and Abuse/Sexual Harassment Action Plan consistent with the ESCP and relevant ESSs.

## APPENDIX

### Section I. Definitions

1. “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.C of Schedule 2 to this Agreement.
2. “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.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the operations manual referred to in Section I.E. 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, as such manual may be updated from time to time with the agreement of the Association.
5. “CERC Part” or (“Contingent Emergency Response Part” means the contingent emergency response component under Part E of the Project.
6. “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.
7. “Emergency Action Plan” means the plan referred to in Section I.E. 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.
8. “Emergency Expenditures” means any of the Eligible Expenditures set forth in the CERC Manual in accordance with the provisions of Section I.E of Schedule 2 to this Agreement and required for the activities included in the CERC Part of the Project.
9. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 25, 2024, 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.

10. “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.
11. “Focal Points” or “FPs” means the sectoral focal point and technical leads assigned to provide technical and institutional support to the Project in accordance with the provisions of Section I.A.4 of Schedule 2 to this Agreement and of the Project Implementation Manual
12. “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).
13. “Integrated Resilient Urban Mobility Project (IRUMP)” means the transport sector project (P164353) financed by the Association.
14. “Ministry for Agriculture, Forestry and Food Security (MAFS)” means the Recipient’s Ministry for Agriculture, Forestry and Food Security, or its legal successor acceptable to the Association.
15. “Ministry of Transport and Aviation (MTA)” means the Recipient’s Ministry of Transport and Aviation, or its legal successor acceptable to the Association.
16. “National Project Steering Committee” or “NPSC” means the oversight committee to be established in accordance with the provisions of Section I.A.2 of Schedule 2 to this Agreement and of the Project Implementation Manual.
17. “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) maintenance for office facilities; (vi) utilities and insurances; (vii) bank charges; (viii) travel, accommodation and *per diem* costs for technical staff carrying out training, preparatory, supervisory and quality control activities; and (ix) salaries of contractual and temporary full time Project staff, but excluding salaries of the Recipient's civil servants.

18. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on February 26, 2024, and on behalf of the Recipient on February 26, 2024.
19. "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.
20. "Project Coordination and Implementation Unit" or "PCIU" means the coordination and implementation unit to be established in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement and of the Project Implementation Manual.
21. "Project Implementation Manual" or "PIM" means the manual for the Project to be prepared and adopted in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.
22. "Sierra Leone Roads Authority (SLRA)" means the Recipient's Roads Authority, or its legal successor acceptable to the Association.
23. "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.
24. "Smallholder Commercialization and Agribusiness Development Project (SCADeP)" means the agricultural sector project (P153437) financed by the Association.
25. "Training" means the reasonable cost of training under the Project, based on Annual Work Plan and Budget, including costs associated with seminars, workshops, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and

implementation, all based on periodic budgets acceptable to the Association (but excluding costs of consulting services).