

12-Jun-2024

_____, 2024

Honorable Sheku Ahmed Fantamadi Bangura
Minister for Finance
Ministry of Finance
Treasury Building
George Street
Freetown
Sierra Leone

Re: SPF Grant No. TFC4882
SPF: Sierra Leone, Innovative Solutions for Land Dispute
Resolution in Sierra Leone Project
Letter Agreement

Dear Honorable Minister:

In response to the request for financial assistance made on behalf of the Republic of Sierra Leone (“Recipient”), I am pleased to inform you that the International Development Association and International Bank for Reconstruction and Development (“Bank”), acting jointly as administrator of the State and Peace Building Multi-Donor Trust Fund, proposes to extend to the Recipient, a grant in an amount not to exceed two million nine hundred and eighty-five thousand three hundred United States Dollars (USD 2,985,300) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the abovementioned trust fund for which the Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date this Agreement, and returning one duly executed copy to the Bank.

Yours sincerely,
INTERNATIONAL DEVELOPMENT ASSOCIATION
and
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By Abdu Muwonge
Abdu Muwonge
Country Manager for Sierra Leone
Western and Central Africa Region

AGREED:
REPUBLIC OF SIERRA LEONE

By Sheku A.F. Bangura
Authorized Representative
Name Hon. Sheku A.F. Bangura
safbangura@mof.gov.sl
Title
Date 17-Jun-2024

Enclosures:

- (1) “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds” dated February 25, 2019
- (2) Disbursement and Financial Information Letter of the same date as this Agreement, together with the “Disbursement Guidelines for Investment Project Financing”, dated February 2017

**SPF Grant No. TFC4882
ANNEX**

**Article I
Standard Conditions; Definitions**

- 1.01. **Standard Conditions.** The Standard Conditions (as defined in Section 1.02 below) constitute an integral part of this Agreement.
- 1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Section:
- (a) “Anti-Corruption Guidelines” means, for purposes of paragraph 2 of the Appendix to the Standard 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.
 - (b) “Category” means a category set forth in the table in Section 3.01 of this Agreement.
 - (c) “Civil Society Organization” or “CSO” means a legal entity that falls outside the public or for-profit sector, such as nongovernment organizations, not-for-profit media organizations, charitable organizations, faith-based organizations, professional organizations, labor unions, associations of elected local representatives, foundations, and policy development and research institutes; and “CSOs” means, collectively and indistinctively, more than one such CSO.
 - (d) “Effective Date” means the later of the two dates on which the Recipient and the Bank signed this Agreement.
 - (e) “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 26, 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.
 - (f) “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 Bank.
- (g) “FAO” means the Food and Agriculture Organization, a specialized agency of the United Nations that leads international efforts to defeat hunger and improve nutrition and food security.
- (h) “MLHCP” means the Ministry of Lands, Housing, and Country Planning of the Recipient.
- (i) “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
- (j) “SLLAP PCU” means the Project coordination unit of the Sierra Leone land administration project (P177031) under the MLHCP.
- (k) “Standard Conditions” means the “International Bank for Reconstruction and Development and International Development Association Standard Conditions for Grant Financing Made by the Bank out of Trust Funds”, dated February 25, 2019.
- (l) “Standard Form of Agreement” or “SFA” means the agreement between the Recipient and FAO relating to the implementation of the Project, as such agreement may be amended from time to time.
- (m) “Training” means the expenditures incurred by the Recipient to conduct training, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services).

Article II Project Execution

- 2.01. ***Project Objective and Description.*** The objective of the Project is to pilot innovative approaches for land dispute resolution and capacity building of women, youth and other disadvantaged and vulnerable populations in the context of land sector reforms in Sierra Leone. The Project consists of the following parts (each, a “Part”):

Part 1: Strengthening women’s land rights through piloting Gender Transformative Approaches. This Part promotes gender equality in access to land and other natural resources through innovative Gender Transformative Approaches (GTAs) to identify and address the root causes of gender inequalities and structural barriers to women’s land and resource rights. This Part will finance initial research to understand how women’s land rights are affected by laws and traditional norms, including inheritance, but also how women’s participation, decision making, and leadership rights are realized. Based on the

research results, Part 1 will finance the development and implementation of an awareness raising campaign on the underlying causes of gender discrimination, the importance of gender equality and women and girls' empowerment. This will be done by using and evaluating innovative approaches, tools, and technology, such as talking books (audio devices that can play and record messages, targeting people with low literacy skills). Activities will include co-creation processes with representatives from the communities, community leaders and national experts to translate the project's communication strategy into specific talking book content including highlighting real life and fictional role models.

Further, the Part will finance the design and implementation of a leadership capacity building program for women leaders, traditional and religious leaders, Civil Society Organizations (CSOs), young women and girls, men and boys, women's organizations, and local media to reinforce their capacities, either individually or collectively, to advocate for women's land rights. This includes piloting the design and implementation of the very first generation of training programs for women to support them in taking up roles in new land institutions such as Chieftdom, Town and Village Area Land Committees created by the new land laws. Activities will support the development, piloting and fine-tuning of a gender-responsive capacity building program tailored to the learning needs of the local stakeholders, to help them understand and effectively engage with new land laws including in the process of securing customary land rights.

Part 2: Improving the functionality and gender responsiveness of the land dispute resolution system. This Part will improve the functionality of and promote better integration between formal and informal land dispute resolution mechanism and institutions. Part 2 will finance an analysis of the nature and extent of land disputes, and available dispute resolution mechanisms, and legal aid support (accessibility, strengths, and weaknesses) vis a vis the requirements of new land laws. Building on the analysis, the project will finance the design and piloting of a program to increase the capacities of representatives of formal and informal land dispute resolution mechanisms by using innovative gender-responsive and inclusive participatory approaches to resolve land disputes in the context of the new land laws. The program will be providing tailored gender and law sensitization training to build the capacity of judicial and law enforcement institutions. This is to reinforce the capacities of such institutions to act in line with the new land laws and to respond to landowners' and users' needs, particularly the most vulnerable.

Part 3: Promoting innovative governance arrangements for stakeholder dialogue and improved land governance. This Part will finance the implementation of innovative strategies and governance arrangements that foster collaboration, transparency, and sustainable management of land resources. This Part will finance an institutional and political economy analysis at the sub-national level, aimed at unpacking power relations, interests and influence in the land sector, stakeholders' capacities and skills as well as capacities to act collectively. The analytics will use a participatory, multistakeholder and innovative governance analysis framework. Based on the political economy analysis, Part 3 will finance the establishment of local Multi-Stakeholder Platforms (MSPs), composed of local government, traditional authorities, Village Area Land Committees, Chieftdom Land Committees, CSOs as well as the private sector. Building on the successful experience of the national Voluntary Guidelines on the Responsible Governance of Tenure of land, Fisheries, and Forests (VGGT) Technical Working Group (TWG), the local structures would support gender responsive land governance reform processes at the

decentralized level through policy dialogue, conflict prevention, and defining local priorities, towards increased resilience.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objective of the Project. To this end, the Recipient, through the MLHCP, shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the Anti-Corruption Guidelines; and (c) this Article II.

2.03. ***Institutional and Other Arrangements.***

(a) ***Institutional Arrangements.***

- (i) The Recipient shall maintain, throughout the Project implementation, the SLLAP PCU with staff in adequate numbers under terms of reference and with qualifications and experience acceptable to the Bank, including a social development and gender specialist, a community engagement and communication specialist, and an environmental specialist.
- (ii) The MLHCP, through the SLLAP PCU, shall be responsible for the day-to-day implementation of the Project and all fiduciary aspects, including overall financial management, procurement, monitoring and evaluation and disbursement related to the Project, as well as providing support to FAO for the management of Project environmental and social risks.
- (iii) FAO will be responsible for the overall technical backstopping, timely implementation of the activities, for the monitoring and management of the budget, and for reporting to the MLHCP in accordance with the provision of the SFA.

2.04. ***Environmental and Social Standards.***

- (a) The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- (b) Without limitation upon paragraph (a) 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 Bank. To this end, the Recipient shall ensure that:
 - (i) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (ii) sufficient funds are available to cover the costs of implementing the ESCP;
 - (iii) 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
 - (iv) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified

in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.

- (c) In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (d) The Recipient shall ensure that:
 - (i) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, setting out, *inter alia*: (A) the status of implementation of the ESCP; (B) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (C) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (ii) the Bank 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.
- (e) 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 Bank.

2.05. ***Project Monitoring, Reporting and Evaluation.*** The Recipient shall ensure that each Project Report is furnished to the Bank not later than one month after each calendar semester, covering the calendar semester.

Article III Withdrawal of Grant Proceeds

3.01. ***Eligible Expenditures.*** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; and (b) this Section; to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table.

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services and Training under Parts 1, 2, and 3 of the Project	2,511,215	100%
(2) FAO indirect support costs	175,785	100%
(3) MLHCP supervision costs	298,300	100%
TOTAL AMOUNT	2,985,300	

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made:

- (a) for payments made prior to the Effective Date; or
- (b) under Categories 1 and 2, unless the Recipient has, within ninety (90) days of the Effective Date, executed an SFA with FAO under terms and conditions acceptable to the Bank.

3.03. **Withdrawal Period.** The Closing Date is December 31, 2027.

**Article IV
Recipient's Representative; Addresses**

4.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the minister responsible for finance.

4.02. **Recipient's Address.** For purposes of Section 7.01 of the Standard 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:

Facsimile:
232 22 229 060

E-mail:
safbangura@mof.gov.sl

4.03. **Bank's Address.** For purposes of Section 7.01 of the Standard Conditions:

(a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex:
248423 (MCI) or
64145 (MCI)

Facsimile:
1-202-477-6391