
GRANT NUMBER IDA E316-GM

Financing Agreement

**(Additional Financing for The Gambia Inclusive and Resilient Agricultural Value
Chain Development Project)**

and

Amendment to the Original Financing Agreement

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF THE GAMBIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of (i) providing additional financing for the Original Project, and (ii) amending the Original Financing Agreement, pursuant to Section IV of Schedule 2 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 grant, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to fifty-one million three hundred thousand Special Drawing Rights (SDR 51,300,000 (“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 April 15 and October 15 in each year.
- 2.05. The Payment Currency is Dollar.

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, namely, the Recipient shall update and adopt the Project Implementation 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 of Finance and Economic Affairs.
- 5.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Recipient's address is:

Ministry of Finance and Economic Affairs
The Quadrangle,
Banjul
Republic of The Gambia; and

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

Telex:	Facsimile:	E-mail:
	+2204227954	seedykaddy@yahoo.com
		info@mofea.gov.gm

- 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:

E-mail:

248423 (MCI)

1-202-477-6391

kmiwa@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF GAMBIA

By

Seedy Keita

Authorized Representative

Name: Seedy Keita

Minister

Title: _____

Date: 21-Jun-2024

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Keiko Miwa

Authorized Representative

Name: Keiko Miwa

Country Director

Title: _____

Date: 21-Jun-2024

SCHEDULE 1

Project Description

The objectives of the Project are to promote: (a) the development of inclusive, resilient, and competitive agricultural value chains, focusing on smallholder farmers and agribusinesses and (b) improved water supply and sanitation in Targeted Areas.

The Project consists of the following parts:

Part 1: Improving the business environment for commercial agriculture development

Establish an enabling environment that can foster private investment and build a competitive and sustainable commercial agriculture/agribusiness sector by:

- 1.1 Strengthening the capacity of key organizations and improving value chain coordination and partnership by: (i) strengthening producer and professional organizations by providing technical assistance and Training to people involved in the target value chains; (ii) enhancing value chain coordination and partnership; (iii) strengthening the capacity of The Gambia Investment and Export Promotion Agency and The Gambia Chamber of Commerce and Industry for mobilizing, facilitating and monitoring private investments in agriculture and agribusiness; and (iv) supporting public-private dialogue on specific issues and reforms required for the development of commercial agriculture.
- 1.2 Developing critical marketing infrastructure which will support establishment and improvement of aggregation and logistics platforms in various locations through: (i) provision of technical assistance for carrying out the pre-feasibility and feasibility studies of the proposed aggregation/logistics platforms; (ii) construction of the aggregation/logistics platforms; and (iii) provisions of technical assistance for the operationalization of the aggregation/logistics platforms.
- 1.3 Strengthening quality, sanitary and phytosanitary control systems by: (i) Strengthening the institutional and regulatory framework for food quality control and sanitary and phytosanitary management; (ii) upgrading, building and equipping key laboratories; and (iii) supporting value chain-specific compliance schemes.
- 1.4 Improving rural connectivity by development and rehabilitation of feeder roads.
- 1.5 (a) Improving the land administration system to promote security of land tenure and climate resilient spatial planning including: (i) developing the capacity of the MLRG & RA, local authorities, customary institutions, civil society, and the private sector in fit-four-purpose surveying, land registration, land dispute resolution, property valuation, climate-resilient

spatial planning and other relevant disciplines with a focus on the participation of women to strengthen women's representation in the land administration professions; (ii) developing strategies for organizational restructuring, improved coordination mechanisms and financial sustainability of the land administration system; (iii) conducting a legal assessments on land related legal and policy instruments and conducting consultations with relevant stakeholders to recommend areas for reforms and updating of the existing land laws (including strengthening women's land rights); and (iv) conducting a public awareness raising program on the institutional and legal changes in the land sector including those related to climate-resilient spatial planning.

- (b) Establishing a digital land information system that combines geospatial parcel data with ownership information including: (i) re-engineering of existing land administration processes and providing relevant training; (ii) supply and installation of ICT equipment with a focus on energy-efficient devices and technologies; (iii) carrying out minor renovations of decentralized MLRG&RA offices to enable use of ICT in Priority Project Intervention Areas; and (iv) re-establishment of the Geodetic Reference Network; and
- (c) Demarcating and registering land rights including: (i) piloting a program for developing a systematic, cost- and time-efficient, participatory gender-sensitive customary land rights registration process, with a focus on communities and specifically women horticultural producers; (ii) developing and implementing a customary land rights demarcation and registration pilot and scaling up the pilot; and (iii) purchasing needed equipment; and (iv) preparation of climate-resilient land use plans in a region selected for the piloting of registration and demarcation of customary land.

Part 2: Building a productive and climate-resilient agri-food system

Increase agricultural productivity through climate-smart intensification of selected production systems, focusing on enhancing water management and fostering access to improved technologies and innovations by:

- 2.1 Promoting modern irrigation in women and youth-led agribusiness firms; and
- 2.2 Increasing access to technology, innovation and advisory services by *inter alia*:
 - (i) financing the introduction, distribution, and in some cases multiplication of genetic material; (ii) strengthening of the public seed control/certification system; (iii) transfer, demonstration, and dissemination of improved technologies and innovations developed across the region; (iv) provision of technical assistance, scientific exchange visits, training, and equipment for the National Agricultural

Research Institute and public and private advisory services; and (v) development of an e-extension platform.

Part 3: Mobilizing productive private investments along the value chains

Supporting private investments in productive activities and related services by addressing the major market failures that constrain the financing of investments in agricultural value chains through *inter alia*:

- 3.1 Building the operating capacities of partner financial institutions through provision of Technical Assistance.
- 3.2 Co-funding productive investments to leverage private capital mobilization by: (i) provision of Matching Grants to Eligible Smallholders Beneficiaries to undertake productive investment Sub-projects; and (ii) provision of Matching Grants to SME Beneficiaries to undertake productive investment sub-projects; and
- 3.3 Provision of technical assistance to smallholder and SME promoters of productive investment Sub-projects to support them to: (i) prepare, improve, and finalize their business plans; and (ii) successfully implement their investments.

Part 4: Project coordination, monitoring and knowledge management

Facilitating management and monitoring of the Project through financing: (i) expenses incurred in implementing the project through the CPCU, the participating implementing agencies, and various service providers; (ii) technical assistance provided through consultancies, audits, and training to enhance implementation capacity of the CPCU; (iii) communication, knowledge production and sharing, and outreach activities; (iv) monitoring and evaluation of the Project's financial performance, outcomes, and impacts; (v) citizen engagement; (vi) oversight of social and environmental safeguard policies; and (vii) institutional strengthening to ensure the sustainability of Project results. This component will be implemented by the CPCU.

Part 5: Contingent Emergency Response

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

Part 6: Improving Access to Water, Sanitation and Hygiene (WASH)

- 6.1 Increasing water supply to promote irrigation to boost agribusiness, and improve access to potable water in rural areas through provision of:
 - (a) consultancy services for mapping of groundwater resources;

- (b) technical assistance to conduct an updated assessment of the actual irrigated land areas and the potential of irrigable land using climate-smart irrigation techniques;
 - (c) services to provide sustainable infrastructure and equipment to connect boreholes with horticultural perimeters for irrigation;
 - (d) support for the upgrading of women-led agribusiness irrigation systems; and
 - (e) training to increase water use efficiency using climate-smart irrigation techniques .
- 6.2 Expansion of water supply to rural communities in Target Areas and provision of sanitation and hygiene to selected schools including through:
- (a) drilling of new boreholes,
 - (b) extension of water distribution networks,
 - (c) establishing new household water connections; and
 - (d) providing to selected schools water supply connections, toilet facilities, handwashing stations, and training on menstrual health and hygiene.
- 6.3 Implementing the energy audit recommendations on water production equipment and improving non-revenue water management through:
- (a) provision of smart water meters; and
 - (b) provision of technical assistance and equipment to promote water conservation.
- 6.4 Preparing a water supply and sanitation masterplan; and a groundwater management and monitoring plan for the rural areas.

SCHEDULE 2
Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Ministry of Agriculture

The Recipient shall designate and charge the Ministry of Agriculture with overall oversight responsibility of the Project.

2. Central Projects Coordination Unit

(a) The Recipient shall maintain throughout Project implementation, the Central Projects Coordination Unit (CPCU) with adequate resources and facilities, key staff holding such qualifications and under terms of reference acceptable to the Association and as further detailed in the Project Implementation Manual.

(b) The CPCU shall be responsible for: (i) coordinating overall project implementation on a day-to-day basis; (ii) consolidating and submitting to the Association the Annual Work Plan and Budget (AWPB); (iii) overseeing the Technical Implementing Agencies; (iv) managing fiduciary aspects of the Project (procurement, disbursement, accounting, and financial reporting); (v) monitoring and evaluation of the Project; and (vi) preparing and submitting Project Reports to the Association.

(c) Without limitation to (a) and (b) above, the Recipient, shall not later than six (6) months from the Effective Date, recruit a land administration specialist and civil engineer and thereafter maintain throughout the implementation of the Project, the land administration specialist, civil engineer, a director of operations, a grant management specialist, a communication and knowledge management specialist and a digital technology specialist all with qualifications, experience and terms of reference acceptable to the Association.

3. Project Steering Committee

(a) The Recipient shall, within one month of Effective Date, establish and maintain throughout Project implementation, the Project Steering Committee (PSC) with adequate resources and facilities, key staff holding such qualifications and under terms of reference acceptable to the Association and as further detailed in the Project Implementation Manual.

- (b) The PSC shall be responsible for: (i) providing strategic and policy guidance to the CPCU for implementation and coordination of Project activities; (ii) ensuring overall conformity with government policies and strategies; (iii) reviewing and assessing Project progress and performance; (iv) approving the Annual Work Plan and Budget (AWPB); (v) resolving implementation problems or conflicts; and (vi) assisting the CPCU in obtaining, whenever needed, government assistance and contributions to the Project.

4. Technical Implementing Agencies

- (a) the Recipient shall through the CPCU under the Ministry of Agriculture, coordinate with respective Technical Implementing Agencies on the technical implementation responsibilities of specific Project components as described in the PIM.
- (b) To facilitate the partnership between the CPCU and each Technical Implementing Agency, the Recipient through the Ministry of Agriculture, shall enter into a working agreement with each Technical Implementing Agency as detailed in the PIM.

B. Implementation Arrangements

1. Project Implementation Manual and Matching Grant Implementation Manual

- (a) The Recipient shall:
 - (i) carry out the project in accordance with the project implementation manual containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (A) administration and coordination; (B) monitoring and evaluation; (C) financial management, procurement and accounting procedures; (D) environmental and social risks management; (E) corruption and fraud mitigation measures; (F) a grievance mechanism; (G) personal data collection and processing in accordance with good international practice, (H) details on the agreements with each Technical Implementing Agency; (I) roles and responsibilities for Project implementation; and; (J) such other arrangements and procedures as shall be required for the effective implementation of the Project;
 - (ii) furnish to and exchange views with the Association on the Project implementation manual promptly upon its preparation, and

consequently adopt such manual as shall have been approved in writing by the Association (“Project Implementation Manual” or “PIM”); and

(iii) thereafter implement the Project in accordance with the requirements set forth in the PIM.

(b) The Recipient shall:

(i) carry out Part 3.2 of the Project in accordance with the matching grants implementation manual (“Matching Grants Implementation Manual” or “MGIM”) containing detailed arrangements and procedures for including *inter alia*: (A) eligibility criteria; (B) selection procedure and appraisal criteria; (C) co-financing arrangements, including eligible expenditures; (D) processing cycle and timing; (E) management responsibilities; (F) training and technical assistance; (G) fiduciary aspects; (H) environmental and social risks management aspects; and (I) templates for Matching Grant Agreements for each window; and

(ii) furnish to and exchange views with the Association on the MGIM promptly upon its preparation, and consequently adopt such manual as shall have been approved in writing by the Association.

(c) Neither the PIM nor MGIM shall be amended, abrogated or any provision thereof waived unless the Association has provided its prior written ‘no-objection’. In the event of any conflict between the provisions of the PIM or MGIM and those of this Agreement, the provisions of this Agreement shall prevail.

2. Annual Work Plan and Budget

1. The Recipient shall, not later than [November 30 of each year] prepare and furnish to the Association, a consolidated annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget for the purpose.

2. The Recipient shall exchange views with the Association on each such proposed consolidated annual work plan, and shall thereafter adopt, and carry out such respective program of activities for such following Fiscal Year as shall have been agreed with the Association, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the Association (“Annual Work Plan and Budget”).

C. Sub-projects

1. For the purposes of the Matching Grants funded under Part 3.2 of the Project, the Recipient shall, through the CPCU, ensure that it:
 - (a) Selects Eligible Smallholder Beneficiaries and SME Beneficiaries, each that:
 - (i) comply with the eligibility criteria set forth in the Matching Grant Implementational Manual; and
 - (ii) For purpose of Part 3.2(ii) of the Project, are not in litigation or on a list of companies declared ineligible by the Association to participate in Association-financed projects;
 - (b) Screens and selects productive investment sub-projects in accordance with the selection and eligibility criterion set forth in the Matching Grant Implementational Manual. The following productive investment sub-projects shall not be eligible for financing, as further set forth in the Matching Grant Implementational Manual:
 - (i) any Sub-projects involving non-eligible expenditures (as such term is defined in the Matching Grant Implementational Manual);
 - (ii) any Sub-projects affecting international waterways, natural habitats, disputed areas or indigenous peoples;
 - (iii) any Sub-projects involving the conversion or degradation of forest areas;
 - (iv) any Sub-projects involving the involuntary taking of land or involuntary resettlement, resulting in relocation or loss of shelter, loss of assets or access to assets, loss of income sources or means of livelihood, or involving the involuntary restriction of access to legally designated parks and protected areas;
 - (v) any Sub-projects involving the construction or rehabilitation of dams; and
 - (vi) any Sub-projects that finance Excluded Expenditures.
 - (c) Enters into the relevant Matching Grant Agreement with each Eligible Smallholder Beneficiary or SME Beneficiary on terms and conditions set forth in this Agreement and the Matching Grant Implementational Manual.

D. Matching Grants

1. For purposes of the implementation of Part 3.2 of the Project, the Recipient shall make matching grants (“Matching Grants”) for Sub-projects to Eligible Smallholders Beneficiaries and SME Beneficiaries (together “Matching Grants Beneficiaries”) in accordance with the eligibility criteria and procedures set forth in a Matching Grants Implementation Manual and acceptable to the Association which shall include the following:
 - (a) (i) carry out Part 3.2 of the Project in accordance with the requirements set forth in the Matching Grants Implementation Manual, including eligibility criteria, selection procedures and implementation conditions; and (ii) not assign, amend, abrogate or waive any provision of the Matching Grants Implementation Manual without prior written approval of the Association. In case of any conflict between the terms of the Matching Grants Implementation Manual and those of this Agreement, the terms of this Agreement shall prevail; and
 - (b) upon selection of a Sub-project, pursuant to the criteria and procedures established in the Matching Grants Implementation Manual, enter into a standard agreement with each Matching Grants Beneficiary, under terms and conditions acceptable to the Association, (the “Matching Grants Agreement”), including, *inter alia*:
 - (i) the amount to be provided in the form of a Matching Grant to each Matching Grants Beneficiary under a Matching Grants Agreement, its terms and conditions and a disbursement schedule;
 - (ii) an amount of co-financing provided by each Matching Grant Beneficiary to the Sub-project, as defined in the MGIM;
 - (iii) the obligation of each Matching Grants Beneficiary to carry out the Sub-project in compliance with the Anti-Corruption Guidelines applicable to recipients of grants proceeds other than the Recipient;
 - (iv) the obligation of each Matching Grants Beneficiary to carry out each Sub-project in compliance with the Environmental and Social Standard;
 - (v) the obligation of each Matching Grants Beneficiary to report to the Recipient through CPCU, on the progress of the implementation of the Sub-project financed with the Matching Grants and to enable the Recipient through CPCU, and the Association, if the Association shall so request, to visit the

facilities where the Sub-projects are implemented and administered;

- (vi) the obligation of each Matching Grants Beneficiary to maintain records and accounts for expenditures incurred and financed with the Matching Grants, and make available such documentation to the Recipient through CPCU and the Association, if the Association shall so request; and
- (vii) the right of Recipient through CPCU, to suspend, cancel or request a refund of the Matching Grant or a portion thereof in case of the failure of the Matching Grants Beneficiary to perform any of its obligations under the Matching Grants Agreement.

2. The Recipient shall exercise its rights and carry out its obligations under each Matching Grants Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Grant. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any Matching Grants Agreement or any of its provisions.

E. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 5 of the Project (“Contingent Emergency Response Part”), the Recipient shall ensure that:
 - (a) a manual is prepared and adopted in form and substance acceptable to the Association (“CERC Manual”), 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 nor 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 Contingent Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

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. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Recipient shall:
 - (a) not later than 30 days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and
 - (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.
- 4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- 5. 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, including, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 6. 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.

7. 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. Preparedness Plan

The Recipient shall ensure that no later than twelve (12) months after the Effective Date, a Preparedness Plan is prepared and adopted in form and substance acceptable to the Association.

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 calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

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:

Category	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services, Training and Operating Costs for the Project (except Parts 3.2 and 5 of the Project)	51,300,000	100%
(2) Matching Grants under Part 3.2 of the Project	0	100%
(3) Emergency Expenditures under Part 5 of the Project	0	100%
(4) Refund of Preparation Advance	0	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(5) Fertilizers under Part 2 of the Project	0	
TOTAL AMOUNT	51,300,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date;

and

- (c) under Category (3) for Emergency Expenditures, unless and until all of the following conditions have been met in respect of said expenditures:
 - (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 3; 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, 2028.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” or the acronym “AWPB” means the annual work plan and budget to be prepared by the Recipient under Section I.B.2 of Schedule 2 of 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. “Central Projects Coordination Unit” or the acronym “CPCU” means unit within the Recipient’s Ministry of Agriculture established pursuant to Section I.A.2 of this Agreement.
5. “CERC Manual” means the manual referred to in Section I.F.1(a) of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of Association.
6. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 5 of the Project to respond to an Eligible Crisis or Emergency.
7. “Eligible Smallholder Beneficiaries” means individuals or groups of producers, traders, processors, and service providers receiving Matching Grants under Part 3.2(i) 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.F of Schedule 2, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.
10. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I.F of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 14, 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 instruments¹ 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”; and (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
 13. “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.
 14. “Geodetic Reference Network” means the Recipient’s proposed system for identifying specific locations in the Recipient’s territory.
 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).
 16. “Matching Grants” means the grants extended under Part 3.2 of the Project under the terms and conditions in Section I.E of Schedule 2 of this Agreement.
 17. “Matching Grants Implementation Manual” or the acronym “MGIM” means the implementation manual described in section I.B.1(a.ii) of Schedule 2 to this Agreement.
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18. “Operating Costs” means the reasonable incremental expenses arising under the Project, and based on the Annual Work Plan and Budget, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, bank fees, communication and insurance costs, internet service charges, media and advertising expenses, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of Project staff, but excluding the salaries of the Recipient’s civil servants.
19. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
20. “Priority Project Intervention Areas” means for the purpose of the land activities, the areas for implementing the piloting of customary land rights registration and climate resilient spatial plans, within the target areas of the Original Project.
21. “IDA Additional Financing Agreement” means this Agreement.
22. “IDA Additional Financing” means the Grant under this Agreement.
23. “IDA Original Financing Agreement” means the financing agreement for the Project between the Recipient and the Association, Grant No. 9190-GM dated February 8, 2022.
24. “IDA Original Financing” means the Grant under the IDA Original Financing Agreement.
25. “Ministry of Agriculture” means the Recipient’s ministry responsible for agriculture or its successor.
26. “Ministry of Lands, Regional Government, and Religious Affairs” or “MLRG &RA” means the Recipient’s ministry responsible for land, regional government and religious affairs or its successor.
27. “Operating Costs” means the reasonable incremental expenses arising under the Project, and based on the Annual Work Plan and Budget, and consisting of, audit fees, expenditures for office supplies, vehicle operation and maintenance, maintenance of equipment, bank fees, communication and insurance costs, internet service charges, media and advertising expenses, office administration costs, utilities, rental, consumables, accommodation, travel and per diem, and salaries of

Project staff, but excluding the salaries of the Recipient's civil servants, meeting allowances, other sitting allowances, salary top ups and all honoraria.

28. "Original Project" means the Project described in Schedule 1 of the IDA Original Financing Agreement.
 29. "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.
 30. "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 2023.²
 31. "Project Implementation Manual" means the implementation manual referred to in Section I.B.1(a) ii of Schedule 2 to this Agreement as said manual may be updated from time to time.
 32. "Project Steering Committee" means the committee with a composition in the PIM and referred to in Section I.A.3 of Schedule 2 to this Agreement.
 33. "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.
 34. "SME" means small and medium enterprises as defined in the PIM, established and operating within the territory of the Recipient.
 35. "SME Beneficiaries" means the SMEs receiving Matching Grants under Part 3.2 (ii) of the Project.
 36. "Sub-Project" means productive investment sub-projects under Part 3.2 of the Project undertaken in accordance with Section I.D of Schedule 2 of the Project.
 37. "Targeted Areas" means for the purpose of the water and sanitation activities, the following areas in the Recipient's territory, namely, Greater Soma/Mansakonko, Greater Farafenni, Greater Bansang, Greater Basse, Greater Barra/Kanuma and other areas agreed with the Association.
 38. "Technical Implementing Agencies" means the agencies involved in implementation of the Project including the Ministry of Lands Regional Government and Religious Affairs, Ministry of Petroleum and Energy and any other agencies further detailed in the PIM.
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39. “The Gambia Investment and Export Promotion Agency” means the agency established in 2010 pursuant to an Act of Parliament and responsible for the promotion and facilitation of private sector investments into The Gambia.
40. “Gambia Chamber of Commerce and Industry” means the nonprofit membership organization in the Republic of The Gambia and registered under the Recipient’s Companies Act 2013 promoting trade, industry and commerce between its members, the local business community and international investors and business organizations and whose address is Kerr Jula, Bijilo, Bertil Harding Highway.
41. “Training” means the reasonable cost of training under the Project (excluding consultants’ services), as approved by the Association and included in the Annual Work Plan and Budget, including costs associated with seminars, workshops, conference and study tours, 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.

Section IV. Amendment to the IDA Original Financing Agreement

1. The IDA Original Financing Agreement is hereby amended as follows:
 - a. Schedule 1 is replaced in its entirety with Schedule 1 to this Agreement.
 - b. Schedule 2 is amended by:
 - (a) adding Section I.G to read as follows:

“ Preparedness Plan

The Recipient shall ensure that no later than twelve (12) months after the Effective Date of the Additional Financing or any other date agreed with the Association, a Preparedness Plan is prepared and adopted in form and substance acceptable to the Association.”
 - c. Section III.B.2 of Schedule 2 is amended to read as follows:

“2. The Closing Date is December 31, 2028.”
 - d. The Appendix is amended as follows:
 - i. the date in the paragraph on Environmental and Social Commitment Plan is hereby amended to read as March 14, 2024.
 - ii. A definition of “IDA Additional Financing” shall be introduced, and the remaining definitions shall be reordered in alphabetical order, to read as follows:

“IDA Additional Financing” means the Grant under the IDA Additional Financing Agreement.
 - iii. A definition of “IDA Original Financing Agreement” shall be introduced and the remaining definitions shall be reordered alphabetically, to read as follows:

“IDA Original Financing Agreement” means this Agreement.
 - iv. A definition of “IDA Original Financing” shall be introduced, and the remaining definitions shall be reordered in alphabetical order, to read as follows:

“IDA Original Financing” means the Grant under the Original Financing Agreement (Grant No. 9190-GM).

- v. A definition of “Preparedness Plan” shall be introduced and the remaining definitions shall be ordered alphabetically to read as follows:

“Preparedness Plan” means the plan prepared in connection with the Additional Financing and referred to in Section IG of Schedule 2 to this Agreement, setting out the operational procedures to respond to and contain a Food Insecurity Crisis.

- vi. A definition of “Project Steering Committee” shall be introduced and the remaining definitions shall be ordered alphabetically, to read as follows

“Project Steering Committee” means the committee with a composition set forth in the PIM and referred to in Section I.A.3 of Schedule 2 to this Agreement.

- vii. The definition on Technical Implementing Agencies shall be amended to read as follows:

“Technical Implementing Agencies” means the agencies involved in implementation of the Project including the Ministry of Lands Regional Government and Religious Affairs, Ministry of Petroleum and Energy and any other agencies further detailed in the PIM.

- viii. A definition of “Training” shall be amended to exclude “consultants services” to read as follows:

“Training” means the reasonable cost of training under the Project (excluding consultants” services), as approved by the Association and included in the Annual Work Plan and Budget, including costs associated with seminars, workshops, conference and study tours, 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.”

- 2. All provisions of the IDA Original Financing Agreement which are not expressly modified in accordance with this Amendment shall remain unchanged.