ESPS GRANT NUMBER TF0C1620

Expanding Social Protection Support in Liberia Multi-Donor Trust Fund Grant Agreement

(Additional Financing for the Recovery of Economic Activity for Liberian Informal Sector Employment Project)

between

REPUBLIC OF LIBERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Expanding Social Protection Support in Liberia Multi-Donor Trust Fund

ESPS GRANT NUMBER TF0C1620

EXPANDING SOCIAL PROTECTION SUPPORT IN LIBERIA MULTI-DONOR TRUST FUND

GRANT AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF LIBERIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Bank"), acting as an administrator of the Expanding Social Protection Support in Liberia Multi-Donor Trust Fund, for the purpose of providing additional financing for the Original Project (as defined in the Appendix to this Agreement).

The Recipient and the Bank hereby agree as follows:

Article I Standard Conditions; Definitions

- 1.01. The Standard 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 Standard Conditions or in the Appendix this Agreement.

Article II The Project

2.01. The Recipient declares its commitment to the objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out Parts 2, 3(a) and 4 of the Project through the Ministry of Youth and Sports (MYS); Parts 3(c) and 6 through the Ministry of Gender, Children and Social Protection (MGCSP); and cause the Project Implementing Entity to carry out Parts 1, 3(b) and 5 of the Project, all in accordance with the provisions of Article II of the Standard Conditions, Schedule 2 to this Agreement and the Project Agreement.

Article III The Grant

3.01. The Bank agrees to extend to the Recipient a grant in an amount not to exceed eight hundred thirty-seven thousand four hundred thirty-three United States Dollars (\$837,433) ("Grant") to assist in financing the Project.

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section III of Schedule 2 to this Agreement.
- 3.03. The 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, 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.

Article IV Effectiveness; Termination

- 4.01. This Agreement shall not become effective until evidence satisfactory to the Bank has been furnished to the Bank that the conditions specified below have been satisfied:
 - (a) the execution and delivery of this Agreement on behalf of the Recipient has been duly authorized or ratified by all necessary governmental action;
 - (b) the financing agreement dated the same date as this Agreement, between the Recipient and IDA, providing a credit in support of the Project ("Financing Agreement"), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 4.02. By signing the Grant Agreement, the Recipient shall be deemed to represent and warrant that on the Signature Date, the Grant Agreement has been duly authorized by, and executed and delivered on behalf of, the Recipient and is legally binding upon the Recipient in accordance with its terms, except where additional action is required to make such Grant Agreement legally binding. Where additional action is required following the Signature Date, the Recipient shall notify the Bank when such additional action has been taken. By providing such notification, the Recipient shall be deemed to represent and warrant that on the date of such notification the Grant Agreement is legally binding upon the Recipient in accordance with its terms.
- 4.03. Except as the Recipient and the Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

4.04. *Termination for Failure to Become Effective.* This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

Article V

Recipient's Representative; Addresses

- 5.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 5.02. For purposes of Section 7.01 of the Standard Conditions:
 - Ministry of Finance and Development Planning P.O. Box 10-9013 Broad Street Monrovia, Liberia; and
 - (b) the Recipient's Electronic Address is:

E-mail: <u>dtweah@mfdp.gov.lr</u>

- 5.03. For purposes of Section 7.01 of the Standard Conditions:
 - (a) the Bank's address is:

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

(b) the Bank's Electronic Address is:

Telex: Facsimile:

248423 (MCI) or 1-202-477-6391 64145 (MCI) AGREED as of the Signature Date.

REPUBLIC OF LIBERIA

By

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Authorized Representative

Name: ______Hon. Samuel D, Tweah, Jr.

Title: ______

19-Jul-2023

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of the Expanding Social Protection Support in Liberia Multi-Donor Trust Fund

By

Plapate

Authorized Representative

Pierre Laporte
Name:

Title: ______ Country Director for Ghana, Liberia and

Date: _____

SCHEDULE 1 Project Description

The objective of the Project is to increase access to income-earning opportunities for the vulnerable in the informal sector in response to crises, expand income and livelihood support to poor and food insecure households, and improve efficiency in managing social protection programs in the Recipient's territory.

The Project consists of the following parts:

Part 1: Grant Support to Vulnerable Households to Revive or Start Small Businesses

Supporting non-farm enterprises in the urban informal sector operated by vulnerable households, through the provision of: (a) sub-grants to eligible Small Businesses ("Sub-grants") to support their operations or start-up ("Small Business Sub-projects"); and (b) business and entrepreneurship training to eligible Small Businesses.

Part 2: Temporary Employment Support and Employability Development for Vulnerable Workers

Creating temporary employment and developing employability for vulnerable workers, including: (a) carrying out labor-intensive public works sub-projects ("LIPW Sub-projects"), inter alia, rehabilitation of recreational spaces, painting of public buildings, street walls and cross-walks, street sweeping and cleaning, drainage clearance, and providing basic care/services to the elderly, disabled and children; (b) provision of life skills and employability training, inter alia, time management, basic financial literacy, sexual and reproductive health, abuse and harassment at the workplace, business management training, functional literacy, and job readiness skills; and (c) provision of cash transfers ("LIPW Cash Transfers") to selected vulnerable households ("LIPW Beneficiaries").

Part 3: Capacity Building and Project Implementation and Coordination

Strengthening the capacity for Project management and implementation, including: (a) building the capacity of the MYS for coordination of activities, and stakeholders under the Project; (b) building the capacity of the Project Implementing Entity to carry out its Respective Parts of the Project; including, preparation of Project operational procedures and guidelines, financial and procurement management, reporting and auditing, monitoring and evaluation, all through the provision of technical advisory service, training, operating costs, and acquisition of goods; and (c) building the capacity of the MGCSP for implementation and coordination of its Respective Parts Project activities.

Part 4: Contingent Emergency Response Component

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

Part 5: Community Livelihood and Agriculture Support

Supporting income earning opportunities in selected counties including through the following interventions: (a) carrying out community level farming subprojects ("CLAS Sub-projects"); (b) provision of cash transfers ("CLAS Cash Transfers") to eligible CLAS beneficiaries; (c) provision of (i) trainings, inter alia, life skills trainings and climate smart agriculture practice, and (ii) technical assistance to eligible beneficiaries to transition to mobile money services; (d) provision of small grants for community development support ("CDS Grants") and technical assistance to eligible CDS beneficiary communities for the purpose of improving small scale common infrastructure ("CDS Subprojects"); and (e) provision of small grants ("MLS Grants") to eligible MLS beneficiaries and technical assistance for market linkage support ("MLS Subprojects").

Part 6: Social Cash Transfer and Strengthening of the National Social Protection System

(a) Support poor and food insecure households in selected counties through the provision of Social Cash Transfers to eligible beneficiaries; and (b) Strengthen the national social protection system through the continued development of the basic building blocks of a safety net delivery system, including: (i) increasing and improving use of the integrated management information system within the Liberia Household Social Registry (LHSR); (ii) strengthening the LHSR by using new data sources and exploring interoperability of the LHSR with other administrative databases to improve coordination of social protection interventions across government institutions, civil society and development partners; (iii) exploring alternative approaches to LHSR data collection, case management and enrollment modalities; (iv) expanding data collection for the LHSR to areas not currently covered; and (v) assessing existing grievance-redress mechanisms and identifying potential for consolidation.

SCHEDULE 2

Project Execution

Section I. <u>Institutional and Other Arrangements</u>

- 1. Ministry of Youth and Sports and Ministry of Gender, Children and Social Protection
 - (a) The Recipient's Ministry of Youth and Sports ("MYS") shall be responsible for the overall coordination and implementation of the Project.
 - (b) The Recipient's Ministry for Gender, Children and Social Protection ("MGCSP") shall be responsible for the implementation of its Respective Parts of the Project in accordance with this Agreement and the POM.
- 2. Project Implementing Entity

The Recipient shall: (a) cause the Project Implementing Entity to carry out the implementation of its Respective Parts of the Project, in accordance with this Agreement and the POM; and (b) ensure that the Project Implementing Entity has the necessary resources to carry out its Respective Parts of the Project.

- 3. Project Management Team
 - (a) The Recipient shall maintain throughout Project implementation, a management team for the Project, with a composition, mandate and resources satisfactory to the Bank ("Project Management Team" or "PMT").
 - (b) The PMT shall be responsible for facilitating Project coordination, including, oversight, coordination and management, including the development of work plans and budgets in consultation with the Project Financial Management Unit (PFMU) for approval by the PSC, organizing regular Project Steering Committee (PSC) meetings, developing Project guidelines, establishing appraisal mechanisms, and working collaboratively with the implementing agencies to ensure consistent and regular flow of information between internal and external audiences, all in accordance with this Agreement and the POM.
- 4. Project Financial Management Unit

The Recipient shall:

(a) maintain at all times during the implementation of the Project, the Project Financial Management Unit (PFMU) within the MFDP, to be responsible for financial management under the Project, and shall take all actions, including, the provision of funding, personnel and other resources necessary to enable the PFMU to perform said function in accordance with this Agreement and the POM.

- (b) cause the PFMU to maintain at all times during the implementation of the Project: (i) an updated accounting manual; (ii) a customized accounting software which includes the Project account; and (iii) an independent external auditor for the Project, with qualifications, experience and under terms of reference acceptable to the Bank, to be responsible for preparing and submitting annual audit reports to the Bank within six (6) months of the end of the year audited, all in accordance with this Agreement and the POM.
- 5. *Project Steering Committee*
 - (a) The Recipient shall maintain throughout Project implementation, a project steering committee with composition, mandate and resources satisfactory to the Bank ("Project Steering Committee" or "PSC").
 - (b) The PSC shall be responsible for approving the Annual Work Plans and Budgets and taking action on issues that require high-level decisions, in accordance with the POM.

B. Project Operations Manual

- 1. The Recipient shall prepare a project operations manual in form and substance satisfactory to the Bank, containing detailed arrangements and procedures for implementation of the Project including *inter alia*:
 - (a) detailed description of Project activities and the respective roles and responsibilities of the agencies involved in the implementation of the Project;
 - (b) eligibility criteria and procedures to be applied for selection of Sub-grant Beneficiaries, and beneficiaries of CDS Grants and MLS Grants;
 - (c) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice;
 - (d) detailed procedures for disbursing Sub-grants, CDS Grants and MLS Grants, including, *inter alia*, eligibility criteria, disbursement milestones, mechanisms for verifying the achievement of disbursement millstones, disbursement approval process, and related monitoring, reporting and auditing requirements;

- (e) the operating procedures governing LIPW Sub-projects, CLAS Subprojects, CDS Sub-projects and MLS Sub-projects, including, *inter alia*, specific criteria for the various Sub-projects to be eligible for financing under the Project, selection criteria for Sub-project beneficiaries to participate in Sub-projects; guidelines for selection, approval, implementation, monitoring and evaluation of Sub-projects; the terms and conditions for the LIPW Cash Transfers, CLAS Cash Transfers and the Social Cash Transfers;
- (f) monitoring, evaluation, reporting, and governance procedures for the Project;
- (g) COVID-19 protocols for Project implementation; and
- (h) overall disbursement, financial management, auditing and procurement procedures, and organizational arrangements, and necessary terms of reference as shall be required for the Project ("Project Operations Manual" or "POM").
- 2. The Recipient shall carry out the Project and cause the Project Implementing Entity to carry out the Project in accordance with the POM, and except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive the POM, or any provision thereof.
- 3. In the event of any conflict between the provisions of the POM and those of this Agreement, the provisions of this Agreement shall prevail.

C. Sub-grants and Small Business Sub-projects under Part 1(a) of the Project

- 1. In order to ensure the proper implementation of Part 1(a) of the Project, the Recipient shall cause the Project Implementing Entity to:
 - (a) appraise, review, approve, and supervise each Small Business Sub-project in accordance with the criteria, procedures and requirements set out in the POM; and
 - (b) select and approve Sub-grant Beneficiaries in accordance with the criteria and procedures set forth in the POM.
- 2. The Recipient shall ensure that the Project Implementing Entity makes the proceeds of a Sub-grant available to a Sub-grant Beneficiary only after the Project Implementing Entity has entered into a Sub-grant Agreement with the Sub-grant Beneficiary on terms and conditions acceptable to the Bank, which shall include the Recipient's/Project Implementing Entity's right to:

- (a) suspend or terminate the right of the Sub-grant Beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the said Sub-grant, upon the Sub-grant Beneficiary's failure to perform any of its obligations under the Sub-grant Agreement; and
- (b) require each Sub-grant Beneficiary to:
 - (i) carry out its respective Small Business Sub-project with due diligence and efficiency and in accordance with sound technical and financial standards and practices satisfactory to the Bank, including the requirements set out in the Anti-Corruption Guidelines applicable to the recipients of the Credit proceeds other than the Recipient;
 - (ii) provide, promptly as needed, the resources required for carrying out the Small Business Sub-project;
 - (iii) procure the goods and/or services to be financed out of the Subgrant in accordance with the provisions of this Agreement and use such goods and/or services exclusively for the Small Business Sub-project;
 - (iv) enable the Bank and Recipient to inspect the Small Business Subproject, its operation and any relevant records and documents; and
 - (v) prepare and furnish to the Bank and Recipient, all such information as the Bank and Recipient shall reasonably request relating to the foregoing.
- 3. The Recipient shall ensure that the Project Implementing Entity exercises its rights under each Sub-grant Agreement in such manner as to protect the interests of the Recipient and the Bank to accomplish the purposes of the Financing. Except as the Bank shall provide, the Recipient shall not assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions.

D. LIPW Payments under Part 2(c) of the Project, CLAS Cash Transfers under Part 5(b) of the Project, and Social Cash Transfers under Part 6(a) of the Project

- 1. In order to ensure the proper implementation of Part 2(c) and Part 6(a) of the Project, the Recipient shall:
 - (a) provide LIPW Cash Transfers to LIPW Beneficiaries, and Social Cash Transfers to eligible beneficiaries, in accordance with eligibility criteria and selection processes acceptable to the Bank, as elaborated in the POM;

- (b) retain one or more Payment Service Providers, satisfactory to the Bank, to assist the Recipient in administering payments for LIPW Cash Transfers and Social Cash Transfers in accordance with the provisions of the POM;
- (c) ensure that LIPW Cash Transfers are made exclusively to LIPW Beneficiaries and Social Cash Transfers are made exclusively to eligible beneficiaries in accordance with the applicable screening mechanism, eligibility criteria and verification procedures set forth in the POM and for productive purposes consistent with the objective of the Project;
- (d) conclude, and thereafter implement, until it has expired in accordance with its terms, a payment agreement in form and substance satisfactory to the Bank, with one or more Payment Service Providers selected on the basis of terms of reference, qualifications and experience satisfactory to the Bank, for making LIPW Cash Transfers to LIPW Beneficiaries and Social Cash Transfers to eligible beneficiaries in accordance with criteria and procedures set forth in the POM ("Payment Agreement");
- 2. In order to ensure the proper implementation of Part 5(b) of the Project, the Recipient shall cause the Project implementing entity to:
 - (a) provide CLAS Cash Transfers to CLAS beneficiaries in accordance with eligibility criteria and selection processes acceptable to the Bank, as elaborated in the POM;
 - (b) retain one or more Payment Service Providers, satisfactory to the Bank, to assist the Recipient in administering payments for CLAS Cash Transfers in accordance with the provisions of the POM;
 - (c) ensure that CLAS Cash Transfers are made exclusively to CLAS beneficiaries in accordance with the applicable screening mechanism, eligibility criteria and verification procedures set forth in the POM and for productive purposes consistent with the objective of the Project; and
 - (d) conclude, and thereafter implement, until it has expired in accordance with its terms, a payment agreement in form and substance satisfactory to the Bank, with one or more Payment Service Providers selected on the basis of terms of reference, qualifications and experience satisfactory to the Bank, for making CLAS Cash Transfers to CLAS beneficiaries in accordance with criteria and procedures set forth in the POM ("Payment Agreement");
- 3. The Recipient shall, and shall cause the Project Implementing Entity to:

- (a) ensure that each Payment Agreement is: (i) submitted to the Bank for its review and approval prior to its signature between the Recipient and a Payment Service Provider; (ii) signed and effective before any proceeds of the Credit are transferred to the Payment Service Provider; and (iii) implemented with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to the recipients of Credit proceeds other than the Recipient; and
- (b) not amend, abrogate, waive or fail to enforce any provision of the Payment Agreement without the prior written agreement of the Bank; provided, however, that in the event of any conflict between the provisions of the Payment Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail.

E. CDS Grants and MLS Grants under Parts 5(d) and (e) of the Project

- 1. In order to ensure the proper implementation of Parts 5(d) and (e) of the Project, the Recipient shall cause the Project Implementing Entity to:
 - (a) appraise, review, approve, and supervise each CDS and MLS Sub-project in accordance with the criteria, procedures and requirements set out in the POM; and
 - (b) select and approve beneficiaries of the CDS and MLS Grants in accordance with the criteria and procedures set forth in the POM.
- 2. The Recipient shall cause the Project Implementing Entity to make the proceeds of the CDS and MLS Grants available to CDS or MLS Grant beneficiaries only after the Project Implementing Entity has entered into a Sub-grant Agreement with the eligible beneficiary on terms and conditions acceptable to the Bank, which shall include the Project Implementing Entity's right to:
 - (a) suspend or terminate the right of the beneficiaries to use the proceeds of the CDS or MLS Grants, or obtain a refund of all or any part of the amount of the said grants, upon the beneficiary's failure to perform any of its obligations under the Sub-grant Agreement; and
 - (b) require each CDS or MLS Grant beneficiary to:
 - (i) carry out its respective CDS or MLS Sub-project with due diligence and efficiency and in accordance with sound technical and financial standards and practices satisfactory to the Bank, including the requirements set out in the Anti-Corruption

Guidelines applicable to the recipients of the Credit proceeds other than the Recipient;

- (ii) provide, promptly as needed, the resources required for carrying out the CDS or MLS Sub-project;
- (iii) procure the goods and/or services to be financed out of the CDS or MLS Grant in accordance with the provisions of this Agreement and use such goods and/or services exclusively for the CDS or MLS Sub-project;
- (iv) enable the Bank and Recipient to inspect the CDS or MLS Subproject, its operation and any relevant records and documents; and
- (v) prepare and furnish to the Bank and Recipient, all such information as the Bank and Recipient shall reasonably request relating to the foregoing.
- 3. The Recipient shall cause the Project Implementing Entity to exercise its rights under each Sub-grant Agreement in such manner as to protect the interests of the Recipient and the Bank to accomplish the purposes of the Financing. Except as the Bank shall provide, the Recipient shall cause the Project Implementing Entity not to assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions without the prior written agreement of the Bank.

F. Subsidiary Agreement

- 1. To facilitate the carrying out of the Project Implementing Entity's Respective Parts of the Project, the Recipient shall enter into a Subsidiary Agreement with the Project Implementing Entity, under terms and conditions acceptable to the Bank, which shall include, *inter alia*:
 - (a) The Recipient's obligation to on-grant to the Project Implementing Entity the proceeds of the Financing allocated from time to time to Categories
 (6), (7) and (8) of the table set forth in Section III.A of this Schedule.
 - (b) The Project Implementing Entity's obligation to carry out its Respective Part of the Project with due diligence and efficiency, in conformity with appropriate administrative, financial, technical, environmental and social practices, under the supervision of qualified and experienced management assisted by competent staff in adequate numbers, and in accordance with the provisions of this Agreement, the Project Agreement and the POM.
 - (c) The Project Implementing Entity's obligation to procure goods, works and services required for carrying out its Respective Part of the Project and to

be financed out of the proceeds of the Financing, in accordance with the provisions of the Procurement Regulations, as said provisions may be further elaborated in the procurement plan and the POM.

- (d) The Project Implementing Entity's obligation to implement its Respective Part of the Project in accordance with the provisions of the Environmental and Social Commitment Plan.
- (e) The Project Implementing Entity's obligation to implement the terms of the Anti-Corruption Guidelines.
- (f) The Project Implementing Entity's obligation to: (i) maintain a separate financial management system for implementing its Respective Part of the Project; (ii) prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, adequate to reflect its operations and financial condition; and (iii) register separately the operations, resources and expenditures related to its Respective Part of the Project.
- (g) The Project Implementing Entity's obligation to promptly inform the Recipient and the Bank of any condition which interferes or threatens to interfere with the progress of its Respective Part of the Project and the performance of its obligations under the Subsidiary Agreement and the Project Agreement.
- (h) The Project Implementing Entity's obligation to neither take nor concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Agreement or the Project Agreement.
- 2. The Subsidiary Agreement shall include a provision stipulating that in the case of conflict between the Subsidiary Agreement and this Agreement, the provisions of this Agreement shall apply.
- 3. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Financing. Except as the Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive, or fail to enforce any Subsidiary Agreement or any of its provisions.

G. Annual Work Plan and Budget

1. The Recipient shall prepare and furnish to the Bank for its approval, not later than November 30 in each year during the implementation of the Project, a program of activities proposed for inclusion in the Project during the following calendar year, including a budget for such activities and a timetable for their implementation ("Annual Work Plan and Budget").

2. The Recipient shall afford the Bank a reasonable opportunity to exchange views with the Recipient on such proposed Annual Work Plan and Budget, and shall implement or cause the Project to be implemented in accordance with such Annual Work Plan and Budget, as shall have been approved by the Bank.

H. Environmental and Social Standards

- 1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
- 2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, 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, and shall cause the Project Implementing Entity to, 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 Bank 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 sixty (60) days prior to the Closing Date, the Bank 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 thirty (30) days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out, or cause to be carried out (as the case may be), said action plan in accordance with its terms and in a manner acceptable to the Bank.

- 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, and shall cause the Project Implementing Entity to, ensure that:
 - (a) 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*: (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 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.
- 6. The Recipient shall, and shall cause the Project Implementing Entity to, 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.

I. Contingent Emergency Response under Part 4 of the Project

- 1. To ensure the proper implementation of Part 4 of the Project ("Contingent Emergency Response Component") ("CERC Part"), the Recipient shall:
 - (a) prepare and furnish to the Bank for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (v) documentation

required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Bank's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

- (b) afford the Bank a reasonable opportunity to review said proposed operations manual;
- (c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Bank ("CERC Operations Manual");
- (d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and
- (e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Bank.
- 2. The Recipient shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Bank.
- 3. The Recipient shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:
 - (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Bank a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Bank has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Bank has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.
- 4. Emergency Expenditures required for the CERC Part of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERC Operations Manual.

Section II. <u>Project Monitoring, Reporting and Evaluation</u>

A. **Project Reports**

The Recipient shall ensure that each Project Report is furnished to the Bank not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter.

Section III. <u>Withdrawal of Grant Proceeds</u>

A. General

1. 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) Sub-grants under Part1(a) of the Project.	135,000	Such percentage as may be determined by the Bank and communicated to the Recipient based on the Annual Work Plan and Budget
 (2) Goods, works, non- consulting services, consulting services Training and Operating Costs under Parts 1(b) and 3(b) of the Project 	225,000	Such percentage as may be determined by the Bank and communicated to the Recipient based on the Annual Work Plan and Budget
(3) LIPW Cash Transfers under Part 2(c) of the Project	0	Such percentage as may be determined by the Bank and communicated to the Recipient based on the Annual Work Plan and Budget

 (4) Goods, works, non- consulting services, consulting services, Training and Operating Costs under Parts 2(a) and (b), and 3(a) and of the Project 	80,000	Such percentage as may be determined by the Bank and communicated to the Recipient based on the Annual Work Plan and Budget
(5) Emergency Expenditures under Part 4 of the Project	0	100%
(6) CLAS Cash Transfers under Parts 5(a) and (b) of the Project	397,433	Such percentage as may be determined by the Bank and communicated to the Recipient based on the Annual Work Plan and Budget
(7) CDS and MLS Grants under Parts 5(d) and (e) of the Project	0	Such percentage as may be determined by the Bank and communicated to the Recipient based on the Annual Work Plan and Budget
 (8) Non-consulting services, consulting services, Training and Operating Costs under Part 5(c) of the Project 	0	Such percentage as may be determined by the Bank and communicated to the Recipient based on the Annual Work Plan and Budget
(9) Social Cash Transfers under Part 6(a) of the Project	0	100%
 (10) Goods, works, non- consulting services, consulting services, Training and Operating Costs under Part 3(c) and 6(b) of the Project 	0	100%
TOTAL AMOUNT	837,433	

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; or
 - (b) for payments under Categories (3), (6) and (9) unless the Recipient has prepared and submitted to the Bank a template for the Payment Agreement, in form and substance satisfactory to the Bank.
- 2. The Closing Date is December 31, 2026.

APPENDIX

Definitions

- 1. "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.
- 2. "Annual Work Plan and Budget" means the work plan and budget approved by the Bank and adopted by the Recipient in accordance with the provisions of Section I.G of Schedule 2 to this Agreement, as said work plan and budget may be modified from time to time with the written agreement of the Bank
- 3. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
- 4. "CDS Grant" means a community development support grant under Part 5(d) of Schedule 1 to this Agreement provided to eligible beneficiaries, for the purpose of improving small scale infrastructure and carrying out community development activities as further described in the POM.
- 5. "CDS Sub-projects" means specific community infrastructure development activities selected in accordance with eligibility criteria and procedures set out in the POM, to be carried out by the eligible CDS beneficiary under Part 5(d) of the Project and proposed to be financed out of the proceeds of the Credit through CDS Grants as described in Section I.E of Schedule 2 to this Agreement.
- 6. "CERC Operations Manual" means the manual referred to in Section I.I of Schedule 2 to this Agreement, acceptable to the Bank to be adopted by the Recipient for the implementation of the CERC Part.
- 7. "CERC Part" means the contingent emergency response component under Part 4 of the Project.
- 8. "CLAS Cash Transfer" means a community livelihood and agriculture support cash payment under Part 5(b) of Schedule 1 to this Agreement provided to eligible beneficiaries, for the purpose of engaging in community level farming activities as further described in the POM.
- 9. "CLAS Sub-projects" means the specific community livelihood and agriculture support activities selected in accordance with eligibility criteria and procedures set out in the POM, to be carried out by CLAS beneficiaries under Part 5(a) of the Project and proposed to be financed out of the proceeds of the Credit through a CLAS Cash Transfer as described in Section I.D of Schedule 2 to this Agreement.

- 10. "Coordinating Authority" means the entity or entities designated by the Recipient in the CERC Operations Manual and approved by the Bank pursuant to Section I.I of Schedule 2 to this Agreement, to be responsible for coordinating the CERC Part of the Project.
- 11. "COVID-19" means the coronavirus disease caused by the 2019 novel coronavirus (SARSCoV-2).
- 12. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a material adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster, including health-related emergencies.
- 13. "Emergency Expenditure" means any of the eligible expenditures set forth in the CERC Operations Manual in accordance with the provisions of Section I.I of Schedule 2 to this Agreement and required for the activities to be financed under the CERC Part.
- 14. "Environmental and Social Commitment Plan" or "ESCP" means the environmental and social commitment plan for the Project, dated December 5, 2022, 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.
- 15. "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.

- 16. "ESMF" means the Environmental and Social Management Framework referred to in the ESCP.
- 17. "Grant Beneficiary" means an eligible small enterprise that receives a Cash Grant under a Cash Grant Agreement for implementing a Sub-project.
- 18. "IPMP" means the Integrated Pest Management Plan referred to in the ESCP.
- 19. "LACE" means Liberia Agency for Community Empowerment, a socio-economic development fund established pursuant to Chapter 50B of Title 12 of the Liberian Code of Laws (July 22, 2004), or any successor thereto.
- 20. "Liberia Household Social Registry" or "LHSR" means the Recipient's registry responsible for keeping social economic data for targeting poor households which benefit from social protection programs.
- 21. "LIPW Beneficiary" means a person eligible to receive LIPW Cash Transfers under Part 2(c) of the Project, in accordance with the eligibility criteria set forth in the POM. "LIPW Beneficiaries" means the plural thereof.
- 22. "LIPW Cash Transfer" means a cash payment in the form of a grant to be financed out of the proceeds of the Credit and provided to a LIPW Beneficiary as described in Section I.D of Schedule 2 to this Agreement. "LIPW Cash Transfers" means the plural thereof.
- 23. "LIPW Sub-project" means specific labor-intensive public work activities selected in accordance with eligibility criteria and procedures set out in the POM, to be carried out by the LIPW Beneficiary under Part 2(c) of the Project and proposed to be financed out of the proceeds of the Credit through an LIPW Cash Transfer as described in Section I.D of Schedule 2 to this Agreement. "LIPW Sub-projects" means the plural thereof.
- 24. "LMP" means the Labor Management Plan referred to in the ESCP.
- 25. "MGCSP" means the Recipient's Ministry of Gender, Children and Social Protection
- 26. "MLS Grant" means a small grant under Part 5(c) of Schedule 1 to this Agreement provided to eligible beneficiaries, for the purpose of carrying out market access and value addition activities as further described in the POM.
- 27. "MLS Sub-projects" means specific market linkage activities selected in accordance with eligibility criteria and procedures set out in the POM, to be carried out by the eligible MLS beneficiary under Part 5(e) of the Project and proposed to be financed out of the proceeds of the Credit through MLS Grants as described in Section I.E of Schedule 2 to this Agreement

- 28. "MYS" means the Recipient's Ministry of Youth and Sports or any successor thereto.
- 29. "Operating Costs" means the incremental expenses incurred by the Recipient or the Project Implementing Entity on account of Project implementation, management, and monitoring and evaluation, including the reasonable costs for utilities and supplies, bank charges, communications, vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision, and salaries of contractual and temporary staff, but excluding salaries, fees, honoraria, and bonuses of members of the Recipient's civil service.
- 30. "Original Financing Agreement" means the financing agreement entered into by the Recipient and the Bank on April 12, 2021 (Credit Number 6848-LR; Grant Number D7830-LR).
- 31. "Original Project" means the activities described in Schedule 1 to the Original Financing Agreement.
- 32. "Payment Agreement" means any agreement to be entered into between the Recipient and a Payment Service Provider in accordance with the provisions of Section I.D.1(d) of Schedule 2 to this Agreement.
- 33. "Payment Service Providers" means any financial institutions, satisfactory to the Bank, including, *inter alia*, banks, microfinance institutions, post office, credit unions and mobile phone companies, said financial institutions and companies duly established and operating under the Recipient's laws and regulations, that have entered into a Payment Agreement with the Recipient for the purpose of making LIPW Cash Transfers to LIPW Beneficiaries, and CLAS Cash Transfers and Social Cash Transfers to eligible beneficiaries under the Project.
- 34. "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.
- 35. "Procurement Regulations" means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated November 2020.

- 36. "Project Financial Management Unit" or "PFMU" means the unit referred to in Section I.A.4 of Schedule 2 to this Agreement.
- "Project Operations Manual" or "POM" means the manual referred to in Section I.B of Schedule 2 to this Agreement.
- 38. "Project Implementing Entity" means LACE.
- 39. "Project Implementing Entity Legislation" means Chapter 50B of Title 12 of the Liberian Code of Laws establishing LACE.
- 40. "Project Management Team" or PMT" means the team referred to in Section I.A.3 of Schedule 2 to this Agreement.
- 41. "Project Steering Committee" or "PSC" means the committee referred to in Section I.A.5 of Schedule 2 to this Agreement.
- 42. "Project Agreement" means the agreement between the Bank and the Project Implementing Entity relating to the implementation of all or part of the Project, dated January 26, 2023, as such agreement may be amended from time to time. "Project Agreement" includes the Standard Conditions as applied to the Project Agreement, and all appendices, schedules and agreements supplemental to the Project Agreement.
- 43. "Respective Parts of the Project" means, with respect to the Project Implementing Entity: Parts 1, 3(b) and 5 of the Project, with respect to MYS: Parts 2, 3(a) and 4 of the Project, and with respect to MGCSP: Parts 3(c) and 6 of the Project.
- 44. "Signature Date" means the later of the two dates on which the Recipient and the Bank signed this Agreement and such definition applies to all references to "the date of the Grant Agreement" in the Standard Conditions.
- 45. "Small Businesses" means non-farm enterprises with five workers or less.
- 46. "Small Business Sub-project" means the specific activities to be carried out by the Sub-grant Beneficiary under Part 1(a) of the Project, in accordance with the eligibility requirements and procedures set out in the POM, and proposed to be financed out of the proceeds of the Credit through a Sub-grant as described in Section I.C of Schedule 2 to this Agreement. "Small Business Sub-projects" means the plural thereof.
- 47. "Social Cash Transfer" means a cash payment in the form of a grant to be financed out of the proceeds of the Financing and provided to a eligible beneficiary in accordance with the POM.

- 48. "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.
- 49. "Sub-grant" means a cash grant made to Sub-grant Beneficiaries under a Sub-grant Agreement for the purpose of carrying out Small Business Sub-projects as described in Section I.C of Schedule 2 to this Agreement. "Sub-grants means the plural thereof.
- 50. "Sub-grant Agreement" means the agreement to be entered into between the Project Implementing Entity and (a) the Sub-grant Beneficiary, for the purpose of carrying out Small Business Sub-projects in accordance with Section I.C.2 of Schedule 2 to this Agreement, or (b) eligible beneficiaries of CDS and MLS Grants in accordance with Section I.E.2 of Schedule 2 to this Agreement.
- 51. "Sub-grant Beneficiary" means a Small Business eligible to receive a Sub-grant under Part 1(a) of Schedule 1 to this Agreement, in accordance with the eligibility criteria set forth in the POM. "Sub-grant Beneficiaries" means the plural thereof.
- 52. "Subsidiary Agreement" means the agreement referred to in Section I.F of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Bank.
- 53. "Training" means the reasonable cost of training under the Project, based on Annual Work Plans and Budgets, 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 Bank (but excluding costs of consulting services).