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CONFORMED COPY

GEF GRANT NUMBER TF098957

Global Environment Facility Grant Agreement

(Wetlands Conservation Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

Dated June 1, 2011

GEF GRANT NUMBER TF098957

**GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT**

AGREEMENT dated June 1, 2011, entered into between the REPUBLIC OF SIERRA LEONE (“Recipient”); and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an implementing agency of the Global Environment Facility (“GEF”).

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010 (“Standard Conditions”), constitute an integral 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 this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement (“Project”). To this end, the Recipient shall carry out the Project, through its Ministry of Agriculture, Forestry and Food Security, in accordance with the provisions of Article II of the Standard Conditions.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to one million eight hundred thousand United States Dollars (\$1,800,000) (“Grant”) to assist in financing the Project.

- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

Article IV
Recipient's Representative; Addresses

- 4.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister responsible for finance.
- 4.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Development
Treasury Building
George Street
Freetown, Sierra Leone

Facsimile: 232 22 229 060

- 4.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable:	Telex:	Facsimile:
INTBAFRAD Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

AGREED at Freetown, Republic of Sierra Leone, as of the day and year first above written.

REPUBLIC OF SIERRA LEONE

By: /s/ Samura Mathew Winston Kamara

Authorized Representative

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
Acting as an Implementing Agency of the Global
Environment Facility**

By: /s/ Vijay Pillai

Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to improve strategic and operational conservation management of wetland areas in the Recipient's territory.

The Project consists of the following parts:

Part 1: Strategic Planning for Wetland Conservation

- (a) Reviewing and updating of the existing policy and strategy for wetland conservation.
- (b) Updating of inventory and prioritizing conservation needs of key wetland ecosystems.
- (c) Preparation of a prioritized and phased strategic plan for wetland conservation nationwide.

Part 2: Wetland Conservation Site Planning and Management

- (a) Pilot Site Management Planning and Implementation
 - (i) Establishment of conservation management teams for each site selected for support under the Project, and development of partnerships among government, non-government organizations, community-based organizations, traditional village leaders and the private sector.
 - (ii) Development of site specific conservation management plans, in consultation with relevant stakeholders.
 - (iii) Implementation of activities envisaged under the conservation management plans, such as minor infrastructure improvements, boundary demarcation, resources management improvement, implementation of monitoring systems and development of sustainable financing options for the selected sites.
 - (iv) Carrying out of a program of activities aimed at building the capacity of field staff and key stakeholders for conservation planning, management, and enforcement.
- (b) Community Mobilization and Outreach and Conservation-linked Development

- (i) Carrying out of a program of community outreach and awareness activities including strategic local and national communication programs, such programs to include contributions to school curricula, preparation of information materials, extension services by field staff, and development of nature clubs.
 - (ii) Carrying out of conservation-linked community development programs through the preparation and implementation of community action plans, designed to: (A) provide training on developing income-generating activities; (B) support potential small-scale entrepreneurs in developing business plans and partnerships in support of conservation-linked investment initiatives; (C) support local practices for sustainable land use; (D) strengthen linkages with government programs and service providers; and (E) introduce energy-saving technologies to reduce unsustainable dependency on natural resources.
- (c) Mainstreaming Conservation in District Development Planning
- Provision of training to conservation staff and local officials to support the decentralized conservation management process.

Part 3: Project Management

Project management by the MAFFS, consisting of overall coordination and day to day administration, procurement, financial management, monitoring, evaluation and audit of the Project, including establishment of baselines, and development of planning, monitoring and evaluation systems for wetlands in the context of the national conservation program.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. National Steering Committee

1. The Recipient shall maintain, at all times during the implementation of the Project, a committee with a mandate, composition and resources satisfactory to the World Bank (“National Steering Committee”).
2. Without limitation upon the provisions of paragraph 1 of this Part A, the National Steering Committee shall be chaired by the Minister, MAFFS, or his nominee, and composed of the director of the Forestry Division, assistant director of Conservation and Wildlife Management Unit within MAFFS, Project manager referred to Part B.2 of this Section I, and representatives of the Forestry Division of MAFFS, the Ministry of Finance and Economic Development, the Ministry of Internal Affairs, Local Government and Rural Development, the Ministry of Lands, Country Planning and Environment, the Ministry of Fisheries and Marine Resources, the Ministry of Mineral Resources, the Ministry of Tourism and Cultural Affairs, the Environmental Protection Agency/Board (or any successors to the aforesaid entities), local non-governmental organizations, a community representative from each conservation site and from other stakeholders as appropriate.
3. The National Steering Committee shall meet at least twice yearly and shall be responsible for, *inter alia*: (a) coordination of Project activities among the entities represented on the Committee, including facilitating the resolution of inter-sectoral challenges in Project implementation; (b) providing strategic and policy direction on biodiversity conservation activities supported under the Project; and (c) reviewing the Annual Work Plan and Budget for the Project.

B. Forestry Division; Project Management Team; Conservation Site Management Teams and Committees

1. The Forestry Division of MAFFS shall be responsible for the overall implementation of the Project.
2. Without limitation upon the provisions of paragraph 1 of this Part B, the Recipient shall maintain, at all times during the implementation of the Project, a project management team within the Forestry Division of MAFFS: (a) headed by a Project manager and staffed by personnel in adequate numbers, all with qualifications, terms of reference and resources satisfactory to the World Bank;

and (b) to be responsible for the day-to-day administration and monitoring of the Project and for reporting to the Director of the Forestry Division of MAFFS.

3. Without limitation upon the provisions of paragraph 1 of this Part B, the Recipient shall maintain, at all times during the implementation of the Project, a conservation site management team for each conservation site selected for support under the Project: (a) headed by a conservation site manager and staffed by personnel in adequate numbers, all with qualifications, terms of reference and resources satisfactory to the World Bank; and (b) to be responsible for the planning and management of conservation, information and outreach activities in the respective conservation site.
4. Without limitation upon the provisions of paragraph 1 of this Part B, the Recipient shall maintain, at all times during the implementation of the Project, under terms of reference acceptable to the World Bank, a conservation site management committee for each conservation site selected for support under the Project: (a) chaired by the chairperson of the relevant district council, and including as members the relevant conservation site manager referred to in paragraph 3 of this Part B and representatives of local communities, non-governmental organizations and other relevant stakeholders; and (b) to be responsible for guiding and facilitating the planning and coordination of Project activities in the respective conservation site.

C. Environmental and Social Safeguards

1. The Recipient shall carry out the Project in accordance with the Environmental and Social Management Framework (ESMF), the Resettlement Policy Framework (RPF) and the Process Framework (PF), and shall, prior to implementing any conservation-site specific activities:
 - (a) consult upon, prepare, disclose and implement in a manner satisfactory to the World Bank, a site-specific environmental management plan, in accordance with the ESMF; and
 - (b) consult upon, prepare, disclose and implement in a manner satisfactory to the World Bank, a site-specific resettlement action plan and/or community action plan, in accordance with the ESMF, the RPF and the PF.
2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF, the RPF, the PF, or any resettlement action plans, community action plans or environmental management plans prepared pursuant to paragraph 1 of this Part C, or any provision thereof.

3. The Recipient shall ensure that the Project Reports referred to in Part A of Section II of this Schedule include adequate information on monitoring the measures defined in the ESMF, the RPF, the PF, and any resettlement action plans or environmental management plans prepared pursuant to paragraph 1 of this Part C.

D. Project Implementation Manual

The Recipient shall carry out the Project in accordance with the Project Implementation Manual (provided, however, that in case of any conflict between any provision in the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail) and, except as the World Bank shall otherwise agree in writing, shall not amend, abrogate or waive any provision of the Project Implementation Manual.

E. Annual Work Plan and Budget

1. The Recipient shall prepare in accordance with guidelines acceptable to the World Bank and furnish to the World Bank not later than November 30 in each calendar year, a proposed annual work plan (including proposed conservation-site specific activities and any resettlement action plans, community action plans or environmental management plans required therefore pursuant to the ESMF, RPF and PF) and budget for the Project for the following fiscal year of the Recipient, of such scope and in such detail as the World Bank shall reasonably request.
2. The Recipient shall: (i) afford the World Bank a reasonable opportunity to exchange views with the Recipient on such proposed work plan; and (ii) thereafter carry out such annual work plan during such following fiscal year, according to such budget, both as shall have been approved by the World Bank (Annual Work Plan and Budget); provided, however, that in case of any conflict between any Annual Work Plan and Budget and the provisions of this Agreement, the provisions of this Agreement shall prevail.

F. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard

Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
 - (a) Section I of the Procurement Guidelines in the case of goods and works, and Sections I and IV of the Consultant Guidelines in the case of consultants' services; and
 - (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines ("Procurement Plan").

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and works for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the provisions of paragraph 3 of this Part B; (b) Shopping; (c) Direct Contracting; (d) Procurement from the United Nations Office for Project Services; and (e) Community Participation procedures which have been found acceptable to the World Bank.
3. **Exceptions to National Competitive Bidding Procedures.** The following provisions shall apply to the procurement of goods under National Competitive Bidding procedures: (a) foreign bidders shall be allowed to participate in National Competitive Bidding procedures; (b) bidders shall be given at least 28 days from the receipt of notification of award to submit performance securities; (c) no domestic preference shall be given for domestic bidders and for domestically manufactured goods; and (d) in accordance with paragraph 1.14(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Grant shall provide that: (i) the bidders, suppliers, contractors and subcontractors shall permit the World Bank, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the World Bank; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.14(a)(v) of the Procurement Guidelines.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in

the Procurement Plan: (a) Selection under a Fixed Budget; (b) Least Cost Selection; (c) Selection based on Consultants’ Qualifications; (d) Single-source Selection; (e) Selection of Individual Consultants; and (f) Sole Source Procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

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; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
Goods, Works, Consultants’ services, Training, and Operating Costs under the Project	1,800,000	100%
TOTAL AMOUNT	1,800,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2015.

APPENDIX

Definitions

1. “Annual Work Plan” means each annual work plan, together with the related budget, for the Project approved by the World Bank pursuant to the provisions of Section I.E of Schedule 2 to this Agreement.
2. “Anti-Corruption Guidelines” means 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.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May, 2004 and revised in October, 2006 and May, 2010.
4. “Environmental and Social Management Framework” and “ESMF” means the Recipient’s Framework and dated December, 2010, defining potential environmental, physical cultural property and social impacts associated with the implementation of any activities under the Project, and describing measures to manage such impacts, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on, compliance with, the said framework’s terms.
5. “Fiscal Year” means the Recipient’s fiscal year commencing January 1 and ending December 31 of each year.
6. “MAFFS” means the Recipient’s Ministry of Agriculture, Forestry and Food Security and any successor thereto.
7. “National Steering Committee” means the Recipient’s committee referred to in Section I.A of Schedule 2 to this Agreement.
8. “Operating Costs” means the operating costs incurred for the purposes of the implementation of the Project including maintenance of vehicles and equipment, fuel, office supplies, utilities, consumables, banking charges, advertising expenses, travel, per diems, accommodation, field allowances, and salaries of selected support staff, but excluding salaries of consultants and salaries of officials of the Recipient’s civil service.

9. “Process Framework” and “PF” means the Recipient’ framework entitled December, 2010,describing the process by which potentially affected communities will participate in conservation site planning and management, criteria for eligibility of affected persons will be determined, livelihood improvement or restoration measures will be identified, and potential conflicts or grievances will be resolved, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the said framework’s terms.
10. “Procurement Guidelines” means the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 and revised in October, 2006 and May, 2010.
11. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated January 12, 2011 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
12. “Project Implementation Manual” and “PIM” means the Recipient’s manual in form and substance satisfactory to the World Bank, containing detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) Project budgeting, disbursement and financial management; (c) procurement; (d) implementation of the ESMF, RPF and PF; (e) monitoring, evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
13. “Resettlement Policy Framework” and “RPF” means the Recipient’ framework dated December, 2010, defining the principles governing any land acquisition or land use or access restriction, resettlement, compensation and livelihood improvement or restoration associated with the implementation of Project activities, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the said framework’s terms.
14. “Standard Conditions” means the “Standard Conditions for Grants Made by the World Bank Out of Various Funds”, dated July 31, 2010.
15. “Training” means the costs associated with the participation of personnel involved in Project supported activities in training activities, study tours and workshops, including travel and subsistence costs for training, study tour and workshop participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to study tours or training course or workshop preparation and implementation.

