

21-Jul-2020

, 2020

H.E. Hon. Jacob Jusu Saffa  
Minister of Finance  
Ministry of Finance  
Treasury Building George Street Freetown  
Sierra Leone

**Ref: Republic of Sierra Leone: Additional Financing – West Africa Regional Fisheries  
Project under the West Africa Regional Fisheries Program  
Global Environment Facility Grant Agreement**

**Grant Number GEF TF0A3533**

**Amendment to the Grant Agreement**

Excellency:

We refer to the Grant Agreement between the Republic of Sierra Leone (“Recipient”) and the International Bank for Reconstruction and Development (“World Bank”), acting as the implementing agency of the Global Environment (“GEF”), dated February 8, 2017, for the above-referenced Project (the “Agreement”). Please note that the capitalized terms used in this letter (“Amendment Letter”) and not defined herein have the meanings ascribed to them in the Agreement.

Pursuant to your letter dated July 4, 2019, requesting some specific modifications to the Agreement, we are pleased to inform you that the World Bank concurs with your request and proposes to amend the Agreement in respect of the provisions below:

1. Paragraph 3 under Part A of Schedule 1 is amended to read as follows:

“3. Mobilization of high level expertise to support the national reform process of fisheries policies, regulatory and institutional frameworks.”

2. Part B of Schedule 1 is amended to read as follows:

**“Part B: Reducing Illegal, Unreported and Unregulated Fishing**

Strengthening fisheries monitoring, control and surveillance (“MCS”) systems, to reduce illegal, unreported and unregulated fishing activities, through the provision of goods, consultants’ services and training and the financing of Operating Costs required for:

1. Conducting participatory MCS activities, including patrol operations, observer programs, CMA operations, and related training.

2. Enhancing the effectiveness of fisheries surveillance and strengthening the management of violations.
3. Developing and implementing surveillance strategies.”
3. Part C of Schedule 1 is amended to read as follows:

**“Part C: Increasing the Contribution of the Fish Resources to the Local Economy**

Support selected coastal communities to have better fishing practice, handling, processing and storing of fisheries products, and data collection in order to increase value-added to the local economy by providing financing support through goods, works, consultants’ services and training, and the Operating Costs required for:

1. Developing and adopting fisheries management plans, and implementing and monitoring them with local communities and user groups.
2. Strengthening capacity of local communities to implement and monitor fisheries management plans, including cost effective environmental information gathering and environmental education.
3. Carrying out activities aimed at improving post-harvest facilities and at reducing illegal fishing, such as: (i) the construction of fish landing site, cool chain facilities to reduce post-harvest loss and increase value-addition; (ii) the rehabilitation of smoking ovens, water supply and sanitation facilities; (iii) digitalization of statistics systems to improve management efficiency and reduce data collection cost; (iv) the purchasing of small patrol vessels to strengthen monitoring, control, and surveillance at the local community level; (v) the carrying out of a net exchange program for fishing communities in the Sherbro River Estuary; and (vi) installation of solar powered charging systems for data collection cellphones.”.
4. Section I.E. is amended to read as follows:

**“E. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of 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 revised in January, 2011, and as of July 1, 2016 (“Anti-Corruption Guidelines”).”

5. Section I. G. of Schedule 2 is deleted and Sections H (Environmental and Social Safeguards, and Compliant Terms of Reference), I (Monitoring, control and Surveillance) and J (Registration of Fleet) are hereby renumbered G (Environmental and Social Safeguards, and Compliant Terms of Reference), H (Monitoring, Control and Surveillance) and I (Registration of Fleet) respectively.

6. Section I.G of Schedule 2 is deleted and replaced with the following:

**“G. Safeguards**

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Safeguard Instruments and shall ensure that no provision of the Safeguard Instruments is amended, suspended, abrogated, repealed or waived without the prior written approval by the World Bank.

2. 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 the Safeguard Instruments; (b) adopt and implement measures to assess and manage the risks and impacts of labor influx; (c) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.

3. The Recipient shall take all measures to implement the Safeguard Instruments, in a manner and timeframe satisfactory to the World Bank. To this end, the Recipient shall ensure that:

- (a) Project activities shall be screened in accordance with the ESMF and RPF to determine if any ESMP, or RAP is needed.
- (b) Whenever an ESMP would be required on the basis of the ESMF: (i) each ESMP shall be prepared in accordance with the requirements of the ESMF, adopted and disclosed by the Recipient, and subject to prior approval by the World Bank; and (ii) the Recipient shall refrain from tendering any civil works contract during Project implementation unless and until such ESMP has been prepared in accordance with the ESMF, adopted and disclosed by the Recipient, and approved by the World Bank.
- (c) Whenever a RAP would be required on the basis of the RPF: (i) each such RAP shall be prepared in accordance with the requirements of the RPF, adopted and disclosed by the Recipient, and subject to prior approval by the World Bank; (ii) sufficient funds are made available to cover all the costs of implementing Project-related resettlement, in accordance with the RPF and resettlement action plan(s); (iii) the Recipient shall refrain from tendering any civil works contract during Project implementation unless and until such RAP has been prepared in accordance with the RPF, adopted, disclosed and implemented by the Recipient, and approved by the World Bank; and (iii) no works under the Project shall be commenced until: (A) all measures required to be taken under said RAP prior to the initiation of said works have been taken, including but not limited Project affected persons shall be compensated at full replacement cost, resettled and provided with assistance in accordance with the RPF and resettlement action plan(s); (B) the Recipient has prepared and furnished to the World Bank a report in form and substance satisfactory to the World Bank, on the status of compliance with the requirements of said RAP and detailing that the implementation, monitoring and evaluation of such resettlement action plan is

completed and reported in a manner satisfactory to the World Bank; and (C) the World Bank has confirmed that said works may be commenced.

4. The Recipient shall ensure that all technical assistance and capacity building activities undertaken under the Project, application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the World Bank, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the World Bank's environmental and social safeguards policies and the Recipient's own laws relating to the environment and social aspects.

5. No Works shall be eligible for financing unless and until prior to the commencement of such works: (i) an ESMP was prepared, adopted and disclosed by the Recipient, in accordance with the ESMF, and approved by the World Bank; and (ii) in case such Works are expected to cause land acquisition and involuntary resettlement, a RAP was prepared, adopted, disclosed and implemented by the Recipient, in accordance with the RPF, and approved by the World Bank.

6. Without limitation to the excluded expenditures provision set forth in the Safeguard Instruments, the following activities shall not be eligible to be included in or funded (including but not limited to borrow pits and quarries) under the Project ("Negative List"):

- (a) activities involving the use of pesticides;
- (b) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;
- (c) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
- (d) activities involving the financing the rehabilitation or construction of dams;
- (e) activities whose implementation or operation depend on an existing dam;
- (f) activities involving nuclear reactors and parts thereof and fuel elements (cartridges), non-irradiated, for nuclear reactors; and,
- (g) goods intended for a military or paramilitary purpose.

7. No later than three months from the signature of this Amendment Letter, the Recipient shall establish and, thereafter maintain, throughout Project implementation, a grievance and feedback mechanism, in form and substance satisfactory to the World Bank, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to publicize the availability of such mechanism and implement the determinations made by such mechanism in a manner satisfactory to the World Bank.

8. The Recipient shall, and shall cause any pertinent Project service providers, at all times throughout the period of Project implementation:

- (a) take all measures necessary on its part to collect, compile, and furnish to the World Bank through Project Reports, and promptly in a separate report or reports, if so requested by the World Bank, information on the status of compliance with the Safeguard Instruments and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the World Bank, setting out, among other things: (i) the status of implementation of the Safeguard Instruments; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the Safeguard Instruments; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
- (b) promptly notify the World Bank of any incident or accident related to or having an impact on the Project, including but not limited any Project-related allegation of gender-based violence or alleged violation of Project-related labor and working conditions, 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 Safeguard Instruments, and the instruments referenced therein.

7. Sections III. of Schedule 2 is deleted and replaced with the following:

**“Section III. Procurement**

All goods, works, and services required for the Project, to be financed out of the proceeds of the Grant, and for which the procurement process starts on or after the date of the countersignature of this Amendment Letter, shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.”

8. The table in Section IV. A. 2 of Schedule 2 is amended as set out in Annex 1 to this Amendment Letter.

9. Section IV.B.2 of Schedule 2 is amended to read as follows:

“2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2021.”

10. The Appendix to the Agreement is deleted and replaced with the one set out in Annex 2 to this Amendment Letter.

All the terms and conditions of the Agreement that have not been amended hereby shall remain unchanged and in full force and effect.

Please confirm your agreement with the foregoing amendment, on behalf of the Recipient, by signing, dating and returning to the World Bank the enclosed copy of this Amendment Letter. This Amendment Letter shall become effective as of the date of its countersignature upon receipt by the World Bank of a countersigned copy of this letter.

Very truly yours,

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By: 

Deborah L. Wetzel  
Director, Regional Integration  
Africa, Middle East and North Africa Region

CONFIRMED AND AGREED:

**REPUBLIC OF SIERRA LEONE**

By:   
Authorized Representative

Name: Jacob Saffa  
Minister of Finance

Title: \_\_\_\_\_

Date: 12-Aug-2020

**Annex 1**

<b>Category</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consultants' services, and Training (except for Part A.3, Part D.2 and C.4 of the Project)	1,773,758	100%
(1A) Goods, works, non-consulting services, consultants' services, operating costs and Training (except for Parts A.3 and D.2 of the Project)	1,826,242	100%
(2) Goods, non-consulting services, consultants' services, and Training under Parts A.3 and D.2 of the Project	278,302	100%
(2A) Goods, works, non-consulting services, consultants' services, operating costs and Training under Parts A.3 and D.2 of the Project	121,698	100%
(3) Livelihood Transfer Grants under Part C.4 of the project	0	100%
<b>TOTAL AMOUNT</b>	<b>4,000,000</b>	

APPENDIX

1. “Annual Work Plans” means the annual work plans for the Project approved by the World Bank in accordance with the provisions of Section I, Part F of Schedule 2 to this Agreement; and “Annual Work Plan” means any of the Annual Work Plans.
2. “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.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “CSRP” means the *Commission Sous-Régionale des Pêches* (Sub-regional Fisheries Commission - SRFC), the sub-regional fisheries commission established and operating pursuant to the CSRP Treaty.
5. “CSRP Treaty” means the inter-governmental convention *Convention portant Création de la Commission Sous-Régionale des Pêches*, dated March 29, 1985, entered into among the member states of the CSRP (Mauritania, Senegal, the Gambia, Guinea-Bissau, Guinea, Cape Verde and Sierra Leone), as amended.
6. “Environmental and Social Management Framework” and “ESMF” mean the Recipient’s framework entitled “Environmental and Social Management Framework,” redisclosed on April 29, 2020, detailing: (a) the measures to be taken during the implementation and operation of the Project to eliminate or offset adverse environmental and social impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, including monitoring and institution strengthening.
7. “Environmental and Social Management Plan” and “ESMP” mean an environmental and social management plan for the Project to be prepared and implemented in accordance with the ESMF and pursuant to the provisions of Section G of Schedule 2 to this Agreement.
8. “Exclusive Economic Zone” or “EEZ” means the Recipient’s maritime area beyond and adjacent to the territorial sea and extending up to 200 nautical miles from the baselines from which breadth of the territorial sea is measured, subject to the specific legal regime established in Part V of the UNCLOS.
9. “Fisheries Legislation” means the Fisheries Regulation, as amended.
10. “Fisheries Management Coordination Office” or “FMCO” means, each, the office within MFFR, further referred to in Section I.A.1 of Schedule 2 to this Agreement.
11. “Fisheries Regulation” means the Fisheries Management and Development Decree, published in the Sierra Leone Gazette, vol. CXXV, supplement, and dated December 8, 1994.



12. “Integrated Project Administration Unit” or “IPAU” means, each, the unit within the MoFED (as hereinafter defined) responsible for centrally managing all donor-funded projects within the MoFED’s structure.
13. “MCS” means the monitoring, control, and surveillance of fishing activities.
14. “MFMR” means the Recipient’s Ministry of Fisheries and Marine Resources.
15. “MoFED” means the Recipient’s Ministry in charge of finance and economic development, or any legal successor thereto.
16. “National Steering Committee” means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
17. “Operating Costs” means the incremental expenses incurred by the Recipient and CSRP on account of Project implementation, based on the Annual Work Plans approved by the World Bank pursuant to Section I, Part F, paragraph 1 of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel and *per diem*, excluding the salaries of the Recipient’s civil servants.
18. “Original Financing Agreement” means the financing agreement for the West Africa Regional Fisheries Program (Phase I) between the Recipient and the International Development Association, dated December 23, 2009, as amended to the date of this Agreement (Credit No. 4663-SL).
19. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.
20. “Participating Countries” means, collectively, the Recipient, the Republic of Cape Verde, the Republic of Guinea, the Republic of Liberia, the Republic of Mauritania, and the Republic of Senegal; and “Participating Country” means any of the Participating Countries.
21. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated November 11, 2019, provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.
22. “Procurement Regulations” means, for purposes of paragraph 20 of the Appendix to the Standard Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
23. “Program” means the West Africa Regional Fisheries Program of the CSRP member countries endorsed by the Conference of Ministers of Fisheries of the member states of the CSRP on October 26 – 27, 2007, and December 5, 2008, and set forth in the minutes of the respective meetings of said Conference. The Program aims to sustainably increase the overall wealth generated by the exploitation of the marine fisheries resources of West Africa and the proportion of that wealth captured by West African countries, by: (i) strengthening their respective capacity to sustainably govern and manage their fisheries; (ii) reducing illegal unreported and unregulated fishing; and (iii) increasing the value and

- profitability generated by fish resources and the proportion of that value captured by the respective countries.
24. “Project Implementation Manual” means the manual adopted by the Recipient for the Project, further referred to in Section I, Part C of Schedule 2 to this Agreement, as the same may be amended from time to time with prior written agreement of the World Bank.
  25. “RAP” means a resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to the provisions of Section I, Part G, paragraph 3 of Schedule 2 to this Agreement.
  26. “Regional Annual Work Plans and Budget” means the CSRP annual work plans and budget for Parts A.3 and D.2 of the Project approved by the World Bank in accordance with the provisions of Section I.F of the Schedule to the Project Agreement; and “Regional Annual Work Plan and Budget” means any of the Regional Annual Work Plans and Budget.
  27. “Regional Coordination Unit” and “RCU” means the unit referred to in Section I.B.2 of Schedule 2 to this Agreement.
  28. “Regional Steering Committee” means the committee referred to in Section I.B.1 of Schedule 2 to this Agreement.
  29. “Regional Operational Manual” means the CSRP manual, dated March 14, 2010, for Parts A.3 and D.2 of the Project, as referred to in Section I, Part C of Schedule 2 to this Agreement, and Section I.C of Schedule 2 to the Project Agreement, as the same may be amended from time to time with prior written agreement of the World Bank.
  30. “RPF” means the Recipient’s Resettlement Policy Framework adopted by the Recipient and redisclosed on April 30, 2020, said framework setting forth the modalities for resettlement and compensation of any persons who may be affected or displaced by any resettlement as a result of the Project, including guidelines for the preparation of the appropriate resettlement plans, as the same may be amended from time to time with the prior written approval of the World Bank.
  31. “Safeguards Documents” means any ESMP, RAP or other supplemental social and environmental safeguard documents as required under the terms of the Safeguard Frameworks.
  32. “Safeguards Frameworks” means, collectively, the ESMF and RPF prepared for the Project.
  33. “Safeguards Instruments” means, collectively, the Safeguards Frameworks and the Safeguard Documents.
  34. “Standard Conditions” means the World Bank’s “Standard Conditions for Grants Made by the World Bank Out of Various Funds,” dated February 15, 2012.

35. “Subsidiary Agreement” means the agreement referred to in Section 5.01(a) and Section I, Part D of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Grant available to CSRP.
36. “Training” means costs associated with the participation of personnel involved in Project-supported training activities and workshops, including travel and subsistence costs for training 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 a training course or workshop preparation and implementation.
37. “UNCLOS” means the United Nations Convention on the Law of the Sea, United Nations Convention on the Law of the Sea, December 10, 1982, ratified by the Recipient on December 12, 1994.