

CONFORMED COPY

ACGF GRANT TRUST NUMBER TF010655

Africa Catalytic Growth Fund Grant Agreement

**(Additional Financing for the West Africa Regional Fisheries Program (Phase I) -
Sierra Leone Project)**

between

REPUBLIC OF SIERRA LEONE

and

**INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the
Multi-Donor Trust Fund for the Africa Catalytic Growth Fund**

Dated October 17, 2011

ACGG GRANT TRUST FUND NUMBER TF010655

**AFRICA CATALYTIC GROWTH FUND
GRANT AGREEMENT**

AGREEMENT dated October 17, 2011, entered into between the REPUBLIC OF SIERRA LEONE (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Multi-donor Trust Fund for the Africa Catalytic Growth Fund (“Trust Fund”), for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

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 the Preamble or the Appendix to this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall: (i) carry out Part A.1(a), (b), (c), (d) and (e), A.2, A.3, A.4(a), B.1(a), B.2, C.1, C.2(b), D.1 and D.2 of the Project through MFMR; and (ii) cause Parts A.1(f), A.4(b), B.1(b), B.3, C.2(a), and D.3 of the Project to be carried out by CSRP, all in accordance with the provisions of Article II of the Standard Conditions and the Project Agreement.
- 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 and the Project 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 of eight million Dollars (\$8,000,000) (“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 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
Additional Remedies

- 4.01. The Additional Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following, namely, that the Project Implementing Entity Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement; or the Fisheries Legislation has been amended, suspended, abrogated, repealed, supplemented, replaced or waived so as to render it in contradiction with the Recipient's applicable international environmental obligations or so as to otherwise affect materially and adversely the ability of the Recipient or of the Project Implementing Entity to perform any of its obligations under the Original Financing Agreement, the GEF Trust Fund Grant Agreement, the Project Agreement or this Agreement, as the case may be, or to achieve the objective of the Project.

Article V
Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that this Agreement has been executed and delivered.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing, on behalf of the Recipient, that this

Agreement has been duly authorized or ratified by, and executed and delivered on its behalf, and is legally binding upon it in accordance with its terms.

- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the GEF Trust Fund Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. 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 World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient’s Representative; Addresses

- 6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister in charge of finance.
- 6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Development
Ministerial Building
George Street
Freetown
Republic of Sierra Leone

Facsimile:

(232) 22 228 472

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

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

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

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

REPUBLIC OF SIERRA LEONE

By

/s/ Samura Kamara
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the
Multi-Donor Trust Fund for Africa Catalytic Growth Fund

By

/s/ Vijay Pillai
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the capacity of the Recipient to govern and manage targeted fisheries, reduce illegal fishing and increase local value added to fish products.

The Project constitutes part of the first phase of the Program, and consists of the following Parts:

Part A: Good Governance and Sustainable Management of the Fisheries

1. Governance of Fisheries

- (a) The finalization by MFMR and implementation of an appropriate fisheries policy and regulatory framework, through the provision of legal and policy advisory services and Training.
- (b) The development, implementation and maintenance of a system for the registration of all small-scale vessels.
- (c) The carrying out of a program to strengthen the capacity of MFMR, IMBO and other research institutions to assess the status of fish stocks, conduct fisheries research and to collect and analyze fisheries statistics, all through the provision of technical assistance and Training.
- (d) The establishment of a system of information and analysis within the MFMR for the management of fisheries, linked to the regional information system to be introduced by CSRFP under Part A.1(f) of the Project.
- (e) (i) The completion and implementation of an appropriate fisheries management plan for the coastal demersal and shrimp fisheries outside of the Inshore Exclusion Zone setting TACs for sustainable exploitation of these fisheries, with allocation mechanisms involving long-term licensing and appropriate fees, for industrial vessels linked to a long-term licensing process; and (ii) the carrying out of an analysis by MFMR aimed at setting a TAC for coastal shrimp fisheries and establishing an allocation mechanism involving long-term licensing and increased fees.

- (f) The development and introduction by CSRP within the Regional Coordination Unit, of a system of regional information and analysis for the management of the Participating Countries' fisheries, such system to include the key biological, economic and social statistics regarding fisheries.

2. Fishing Co-Management

The creation of four marine protected areas within the Inshore Exclusion Zone, to be co-managed by the Recipient and local communities, and the subsequent transformation of such areas into TURFS; through:

- (a) the establishment of a co-management community center in each Co-managed MPA; and
- (b) the establishment and ongoing operation of a co-management association in each Co-managed MPA, including the provision of technical assistance to the association and communities in order to develop and ensure community-level discussion, as well as the development, dissemination and monitoring of Co-managed MPA Management Plans.

3. Alternative Livelihoods

Carrying out of a program of incentives designed to ensure environmentally and economically sustainable management of fisheries within the Co-managed MPAs, such incentives to include: (i) provision of legal fishing nets at a discount in exchange for illegal nets, provision on a demand-driven basis of small infrastructure, fish processing ovens and/or other equipment or supplies, and/or Training, upon compliance with continued use of legal fishing nets; (ii) Training in local level waste and hygiene management and monitoring, water quality and local eco-system monitoring; and (iii) transparent community-based reporting on, and monitoring by the Recipient of, compliance with the use of such nets.

4. Social Marketing, Communication and Transparency

- (a) The design and implementation by the MFMR of locally accessible communications strategies, consultations and marketing campaigns to improve public knowledge of the new fisheries policies developed under the Project.
- (b) The carrying out of a Training program to facilitate the development of an active network of local journalists within the region to cover and report on the fisheries management issues and progress with Program

implementation, such program to include the provision of small equipment and travel expenses for network journalists.

Part B: Reduction of Illegal Fishing

1. Enabling Environment

- (a) The development of an appropriate and sustainable regulatory and institutional framework and plan for the civilian-led monitoring of the Recipient's coastal fisheries resources and the civilian-led surveillance and management of fishing along the Recipient's coast, and the carrying out of a Training program for prosecutors to increase understanding of the Recipient's fisheries laws and regulations; and
- (b) The carrying out by CSRP of a program of technical assistance for the Participating Countries to facilitate their development and implementation of financial mechanisms to provide stable and adequate support for the long-term operating costs of the fisheries surveillance system in their respective territories.

2. Monitoring, Control and Surveillance Systems

The carrying out of a program designed to ensure the appropriate and sustainable civilian-led surveillance of fishing activities along the Recipient's coast, consisting of:

- (a) The development of a sustainable surveillance strategy and plan for the Fisheries Protection Unit, and provision of Training, technical assistance and office equipment, for the operations of such unit.
- (b) The construction of a fisheries monitoring center to be operated by the Fisheries Protection Unit and provision to such center of a communication systems, satellite-based vessel monitoring system, data reception platform, computer systems and office automation material and vehicles; and the construction of coastal stations along the coast of the Recipient and the provision for each coastal station of communication and computer systems, office supplies, vehicles, and a replication of the vessel monitoring system data reception platform located at the Fisheries Protection Unit.
- (c) The development and operation of civilian-led sea and aerial patrols of fishing activities along the Recipient's coast, through the provision of equipment, technical assistance and Training.

3. Strengthened Regional Collaboration for Monitoring, Control and Surveillance of Fishing

The carrying out by CSRP of a training program to assist the Participating Countries in their implementation of the Fish Catch Certification Scheme and their preparation of bilateral cooperation agreements, and the performance of periodic reviews and audits by an independent group of experts, of the fisheries surveillance activities financed under the Project.

Part C: Increasing the Contribution of Marine Fish Resources to the Local Economies

1. Establishment of Fish Landing Site Clusters

- (a) The construction of a fish landing site cluster at Konakree Dee, such cluster to include, *inter alia*, water supply, electricity, refuse recycling systems, rehabilitated access roads, a fish sorting shed, a hygiene block and septic tank, an ice plant, cold storage facilities, dry-docking equipment, common service centers and extension services such as a fishery material store, fuel and gas supplies, net and crates repair, and Training in the maintenance of the cold chains.
- (b) The provision of technical assistance for the preparation of a tender for the concession of the above basic infrastructure.
- (c) The development of Kissy Harbor for fish landing, including the construction of: (i) a fisheries quay for unloading fresh fish destined for both local and export markets; (ii) a transshipment quay for frozen products destined for the export market, including cold storage facilities; (iii) a reefer quay to allow large reefers to call at the terminal; and (iv) port administration buildings to manage the port, as well as one factory unit shell.

2. Fish Product Trade Infrastructure, Information and Systems

The development and implementation of a system of quality control and proactive trade information services for fish products, aimed at supporting increased value added and the expansion of exports of these products from West Africa, such system to include:

- (a) The creation of a proactive fisheries trade information system housed at the CSRP for targeted supply chains in each Participating Country and product identification cards for selected fisheries, and provision of Training on the establishment of traceability systems, to support the quality control system to be developed under Part C.2(b) of the Project.

- (b) The development of a quality control system consisting of a certified public laboratory and a competent sanitary authority as well as the development of relevant protocols and standards for product quality and traceability.

Part D: Coordination, Monitoring and Evaluation and Program Management

1. Technical Assistance for National Implementation

The preparation of Annual Work Plans, including updating of procurement plans and related budgets; and Project management, monitoring and evaluation, through technical assistance.

2. Operating Costs for National Implementation

The provision of Operating Costs, Training, and goods to the PCU for the implementation of the Project.

3. Regional Coordination

The carrying out of a program by CSRP to: (i) facilitate the harmonization of fisheries policy among the Participating Countries; (ii) monitor and evaluate Program investments and share information and results throughout the Participating Countries; (iii) implement ongoing communication activities to raise awareness about the Program and implementation progress; and (iv) provide implementation support to each of the Participating Countries, including the coordination of regional procurement.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. MFMR, through its Department of Fisheries, shall be in charge of overall implementation of the Project. To this end, the Recipient shall, throughout Project implementation, maintain the MFMR with adequate financial and human resources for the Project.
2. The Recipient shall maintain throughout Project implementation the Regional Steering Committee and the Regional Coordination Unit within CSRP, with the responsibilities and procedures set forth below and with composition, functions and resources satisfactory to the World Bank:

(a) Regional Steering Committee

- (i) The Regional Steering Committee shall be comprised of the directors of the departments responsible for fisheries in each of the Participating Countries, shall be chaired by one of such directors on a rotating basis, and shall meet at least twice a year. The RCU shall act as secretariat for the Regional Steering Committee.
- (ii) Without limitation upon the provisions of sub-paragraph (a)(i) of this Section I.A.2, the Regional Steering Committee shall be responsible for:
 - (A) reviewing activities proposed to be carried out by CSRP under the Program, including the Project, and the related Procurement Plans and budgets therefor;
 - (B) providing overall policy guidance on the Program;
 - (C) developing mechanisms designed to strengthen the collaboration of the Participating Countries in respect of the Program; and
 - (D) identifying necessary Program adjustments based on monitoring and evaluation results.

- (b) **Regional Coordination Unit** shall be maintained within the CSRP and shall be responsible for coordinating the implementation of CSRP's and the Participating Countries' activities under the Program, including the Project.
3. The Recipient shall maintain throughout Project implementation the Steering Committee and the Project Implementation Unit, with the responsibilities set forth below and with composition, functions and resources satisfactory to the World Bank:
- (a) **Steering Committee**
 - (i) The Steering Committee shall be chaired by the Director of Fisheries, and be comprised of representatives of, *inter alia*, the MFMR, the MoF, the Union of Artisanal Fishers, the National Security Office, the MoH, the Environmental Agency and the Ministry of Internal Affairs, and shall meet at least quarterly.
 - (ii) Without limitation upon the provisions of sub-paragraph (a)(i) of this Section, the Steering Committee shall be responsible for:
 - (A) reviewing the proposed Annual Work Plans for the Project, as well as the updated Procurement Plans and related budgets prepared by the PCU;
 - (B) overseeing the overall performance of the Project and providing policy guidance; and
 - (C) identifying and providing recommendations for, necessary Project adjustments based on monitoring and evaluation results.
 - (b) **Project Coordination Unit**
 - (i) The PCU shall be staffed with qualified and experienced personnel in adequate numbers, including, *inter alia*, a coordinator, a national co-management specialist and a monitoring and evaluation specialist, all with qualifications, experience, and terms of reference satisfactory to the World Bank.
 - (ii) Without limitation upon the provisions of sub-paragraph (b)(i) of this Section I.A.3, the PCU shall be responsible for day-to-day Project coordination and implementation, including:

- (A) preparing proposed Annual Work Plans for inclusion in the Project, and updating the Procurement Plans and related budgets and consolidated Project reports, and sending same to CSRP;
- (B) developing a communication and outreach strategy;
- (C) establishing and maintaining the Project Management Information System; and
- (D) monitoring and evaluating the Project and preparing Project progress reports and monitoring and evaluation reports for the meetings of the Steering Committee.

B. 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.

C. Manuals

The Recipient shall: (i) carry out the Project in accordance with the provisions and requirements set forth or referred to in the Project Operational Manual and in the Administrative and Financial Manual; and (ii) not assign, amend, abrogate or waive the Project Operational Manual or the Administrative and Financial Manual or any of their provisions without the World Bank’s prior agreement. Notwithstanding the foregoing, if any of the provisions of the Project Operational Manual or the Administrative and Financial Manual is inconsistent with the provisions of this Agreement, the Original Financing Agreement, the GEF Trust Fund Grant Agreement or the Project Agreement, the provisions of this Agreement, the Original Financing Agreement, the GEF Trust Fund Grant Agreement or the Project Agreement, as the case may be, shall prevail and govern.

D. Annual Work Plans and Fisheries Management Plans

1. The Recipient shall prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank, not later than January 15 in each calendar year, for the World Bank’s consideration, a proposed work plan of activities to be included in the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefor. If any activities proposed for inclusion in the Project would, pursuant to the Social and Environmental Safeguard Frameworks, require one or more Supplemental Social

and Environmental Safeguard Instruments, the Recipient shall prepare and furnish, together with such proposed work plan, a draft of each such Supplemental Social and Environmental Safeguard Instrument.

2. The Recipient shall afford the World Bank a reasonable opportunity to review and exchange views with the Recipient on such proposed plan and any such instruments, and thereafter, shall implement such work plan and such instruments as shall have been approved by the World Bank, with due diligence.
3. The Recipient shall, not later than two (2) years after the Effective Date, prepare one or more fisheries management plans necessary for Part C.1(iii) of the Project in a manner and form satisfactory to the World Bank, setting forth total allowable catch levels for each of the commercially important fish resources targeted by companies investing in the fisheries and the processing infrastructure.

E. Safeguards

1. The Recipient shall ensure that the Project is implemented in accordance with the provisions of the Social and Environmental Safeguard Frameworks and each of the Supplemental Social and Environmental Safeguard Instruments in a manner satisfactory to the World Bank, and the Recipient shall not amend or waive any provision of the aforementioned documents without the prior written agreement of the World Bank.
2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall collect, compile and furnish to the World Bank on a quarterly basis reports on the status of compliance with the Social and Environmental Safeguard Frameworks and Supplemental Social and Environmental Safeguard Instruments, giving details of:
 - (a) measures taken in furtherance of such frameworks and instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such frameworks and instruments; and
 - (c) remedial measures taken or required to be taken to address such conditions.
3. The Recipient shall promptly take all remedial measures referred to in paragraph 2 of this Section E as shall have been agreed by the World Bank.

F. MCS

In order to ensure the proper implementation of Part B of the Project and more generally the monitoring, control and surveillance of its coastal fisheries in a manner designed to achieve the objectives of the Program, the Recipient shall ensure at all times that:

1. the Fisheries Protection Unit shall be maintained under the authority of MFMR, shall be exclusively dedicated to fisheries surveillance activities and shall be financially and legally independent from any other entities represented on JMC.
2. All MCS activities carried out by the Recipient shall be under the control of the MFMR's Fisheries Protection Unit, and shall be led by civilian authorities under terms of reference limited to fisheries surveillance.
3. In accordance with Section 2.04(a) of the Standard Conditions, the Recipient shall ensure that all goods, works, services, Training and Operating Costs financed out of the proceeds of the Financing are used exclusively by civilian authorities for the purposes of the Project, and not for any military purpose, or for any criminal investigation, prosecution or proceedings, or for any other purposes unrelated to the objective of the Project.
4. Each surveillance mission carried out by the Recipient shall be:
 - (a) governed by detailed protocols prepared in accordance with terms of reference satisfactory to the World Bank, requiring that such missions be: (i) under the operational command or authority of a civilian fisheries officer; and (ii) conducted during a specific time period that is duly recorded and documented; and
 - (b) conducted by personnel who has been properly trained in the operation of any equipment used in the surveillance mission.
5. The Recipient shall ensure that all MCS activities carried out under the Project are audited periodically by an independent group of experts, whose qualifications, experience and terms of reference are satisfactory to the World Bank. To this end, the Recipient shall take all measures required on its part, including provision of all information required and access to all relevant sites, to enable the Independent Group of Experts to conduct the audits required of them under and in the manner required pursuant to the Project Agreement.

Section II. Project Monitoring, Reporting and Evaluation**A. Project Reports; Completion Reports**

1. (a) 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 the indicators set forth below in paragraph (b). Each Project Report shall cover the period of one calendar year, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.
- (b) The performance indicators referred to above in paragraph (a) consist of the following:
 - (i) number of TURFs that have been legally established in targeted coastal fisheries;
 - (ii) the percentage of all licensed industrial vessels that are observed fishing within the Inshore Exclusion Zone; and
 - (iii) the volume of exports from coastal demersal fisheries and from shrimp fisheries.
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 (6) 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 each such period

shall be furnished to the World Bank not later than six (6) months after the end of such period.

4. In furtherance of the provisions of this Section II.B, the Recipient shall, not later than four (4) months after the Effective Date, or such later date as may be agreed upon by the Recipient and the World Bank in writing, recruit in accordance with the provisions of Section III of this Schedule 2, the external auditors which shall conduct the audits of the Financial Statements under Section II.B of this Schedule 2, under terms of reference and conditions acceptable to the World Bank.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, works non-consulting services and consultants' 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 "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011, ("Procurement Guidelines") in the case of goods, works and non-consulting services, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011, ("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 1.18 of the Procurement Guidelines and paragraph 1.25 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 Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
 2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (i) National Competitive Bidding; and (ii) Shopping.
- C. Particular Methods of Procurement of Consultants' Services**
1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 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: (i) Quality-based Selection; (ii) Selection under a Fixed Budget; (iii) Least Cost Selection; (iv) Selection based on Consultants' Qualifications; (v) Single-source Selection of consulting firms; and (vi) 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: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) 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 in Dollars	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consultants' services for Part C.1 (c) of the Project	8,000,000	100%
TOTAL AMOUNT	8,000,000	

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 October 30, 2013.

APPENDIX

Definitions

1. “Administrative and Financial Manual” means the manual adopted by the Recipient on March 31, 2010, under the Original Project (as hereinafter defined), as the same may be amended from time to time with the prior written approval of the World Bank, and such term includes any schedules to the Administrative and Financial Manual.
2. “Annual Work Plans” means the annual work plans for the Project approved by the World Bank in accordance with the provisions of Section 1.D of Schedule 2 to this Agreement; and “Annual Work Plan” means any of the Annual Work Plans.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Co-managed MPA” means a marine protected area developed under Part A.2(a) of the Project.
5. “Co-managed MPA Management Plan” means a management plan developed for a Co-managed MPA under Part A.2(c) of the Project, in order to regulate the use of one or all of the fisheries within a given Co-managed MPA, and legally recognized and enforced by the Recipient’s government.
6. “CSRP” means the *Commission Sous Régionale des Pêches*, the sub-regional fisheries commission established and operating pursuant to the CSRP Treaty (as hereinafter defined).
7. “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 Recipient and the other member states of CSRP (Republic of Cape Verde, Republic of Guinea, Republic of Guinea-Bissau, Republic of The Gambia, Islamic Republic of Mauritania, Republic of Senegal, and the Republic of Sierra Leone).
8. “Environmental Agency” means the environmental agency of the Recipient, responsible for implementation of environmental regulations.
9. “Environmental Assessment” or “EA” means the assessment, dated June 10, 2009 and published by World Bank’s *Infoshop* on June 25, 2009, in form and substance satisfactory to the World Bank, describing the potential adverse environmental impact of the Project and measures for offsetting,

reducing, or mitigating such impact, and including the Environmental and Social Management Framework (as hereinafter defined) and the EMPs (as hereinafter defined) for the Identified Works (as hereinafter defined), and each subsequent environmental assessment required pursuant to the ESMF for an Annual Work Plan.

10. “Environmental and Social Management Framework” or “ESMF” means the framework included in the EA setting out modalities to be followed in assessing the potential adverse environmental and social impact associated with activities to be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.
11. “Environmental Management Plan” or “EMP” means the environmental management plans included in the EA for the Identified Works (as hereinafter defined) and any subsequent environmental management plan required in connection with an Annual Work Plan, acceptable to the World Bank, giving details of measures appropriate or required to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, together with budget and costs estimates, sources of funding, adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, such environmental management plan.
12. “Financing” means the grant provided by the International Development Association to the Recipient under the Original Financing Agreement (as hereinafter defined).
13. “Fish Catch Certification Scheme” means the certification scheme that will be required pursuant to the European Union Regulation No. 1005/2008, in order to access the European Union market after January 1, 2010.
14. “Fisheries Legislation” means the Fisheries Regulation (as hereinafter defined), as amended by the Recipient’s Law No. 3 adopted on May 12, 2011, (Sierra Leone Gazette Vol. CXLII, No. 15, April 7, 2011).
15. “Fisheries Protection Unit” means, the unit within the Department of Fisheries of the MFMR (as hereinafter defined) in charge of fisheries surveillance and the implementation of the policies, surveillance management plans and licensing mechanisms adopted by the MFMR (as hereinafter defined).
16. “Fisheries Regulation” means the Fisheries Management and Development Decree, published in the Sierra Leone Gazette, Vol. CXXV, supplement, and dated December 8, 1994.

17. “GEF Trust Fund Grant Agreement” means the agreement entered into between the Recipient and the Bank, acting as an implementing agency of the Global Environment Facility, dated December 23, 2009 (GEF Trust Fund Grant No. TF095536) providing for a grant in the amount of five million Dollars (\$5,000,000) to assist in the financing of the Original Project (as hereinafter defined).
18. “Identified Works” means the works for the Project identified in the EA as at June 25, 2009.
19. “IMBO” means the Institute for Marine Biology and Oceanography the Recipient’s fisheries research institute.
20. “Independent Group of Experts” means the panel of experts recruited by CSRP pursuant to the provisions of Section IV.2 of the Project Agreement (as hereinafter defined) to carry out the audits to be performed under Part B.3 of the Project.
21. “Inshore Exclusion Zone” means the 6-mile inshore exclusion zone within which trawling by industrial fishing vessels is prohibited.
22. “Joint Maritime Committee” or “JMC” means the committee established pursuant to the MOU (as hereinafter defined).
23. “MCS” means monitoring, control and surveillance of fisheries.
24. “MOU” means the Memorandum of Understanding dated September 16, 2009, among the Recipient’s Office of National Security, Ministry of Defence, Sierra Leone Police, Ministry of Fisheries and Marine Resources, Ministry of Finance and Economic Development, National Revenue Authority, Sierra Leone Maritime Administration, Sierra Leone Ports Authority and Immigration Department Establishing Arrangements for the Administrative and Operational Functioning of the Joint Maritime Committee.
25. “MFMR” means the Recipient’s Ministry of Fisheries and Marine Resources.
26. “Ministry of Internal Affairs” means the Recipient’s Ministry in charge of internal affairs.
27. “MoF” means the Recipient’s Ministry responsible for finance.
28. “MoH” means the Recipient’s Ministry responsible for health.
29. “National Security Office” means the President’s office for security.

30. “Operating Costs” means incremental recurrent expenditures incurred by the PCU or CSRP on account of Project implementation including local contractual support staff salaries, employment benefits, travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle or boat operation (including fuel), maintenance and repair; office rental and maintenance, materials and supplies; and utilities, media information campaigns and communications’ expenses, but excluding the salaries of officials and public servants of the Recipient’s civil service, and excluding the costs of any criminal investigation, prosecution, proceedings or other forms of criminal enforcement.
31. “Original Financing Agreement” means the financing agreement (West Africa Regional Fisheries Program (Phase I)) in connection with the Original Project (as hereinafter defined) between the Recipient and the International Development Association, dated December 23, 2009, (Credit No. 4663-SL), as such agreement may be amended from time to time and including all appendices, schedules and agreements supplemental thereto.
32. “Original Project” means the Project described in the Original Financing Agreement.
33. “Participating Countries” means, collectively, the Recipient, the Republic of Cape Verde, the Republic of Liberia, and the Republic of Senegal; and “Participating Country” means any of the Participating Countries.
34. “PCU” means the project implementation unit established within the MFMR in accordance with the provisions of Section I.A.3(b) of Schedule 2 to this Agreement.
35. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated May 16, 2011 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
36. “Program” means the West Africa Regional Fisheries Program of the Participating 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 conference.
37. “Project Agreement” means the project agreement (West Africa Regional Fisheries Program (Phase I)) between the International Development Association and the CSRP in connection with the Original Project dated December 23, 2009,(Credit No. 4663-SL), as such agreement may be amended from time to

time and including all appendices, schedules and agreements supplemental thereto.

38. “Project Implementing Entity” means the CSRP.
39. “Project Implementing Entity’s Legislation” means the CSRP Treaty.
40. “Project Management Information System” means the financial information system established within the Project Financial Management Unit of the MoF for the purpose of monitoring the financial management of the Project.
41. “Project Operational Manual” means the manual adopted by the Recipient on March 31, 2010, under the Original Project, as the same may be amended from time to time with the prior written approval of the World Bank, and such term includes any schedules to the Project Operational Manual.
42. “Regional Coordination Unit” or “RCU” means the regional unit established by the CSRP for the purpose of the Original Project and referred to in Section I.A.2(b) of Schedule 2 to this Agreement.
43. “Regional Information Platform” means the regional information and analysis system for management of the fisheries to be introduced by CSRP under Part .1(f) of the Project.
44. “Regional Process Framework” means document prepared and adopted by the Recipient on June 15, 2009, and published by World Bank’s *Infoshop* on June 25, 2009, satisfactory to the World Bank, to guide the mitigation of potential negative impacts on the livelihoods on populations resident in the targeted areas, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any schedules or annexes to said framework.
45. “Regional Steering Committee” means the regional steering committee established by the CSRP for the purpose of the Project in accordance with, and referred to in, Section I.A.2(b) of Schedule 2 to this Agreement.
46. “Resettlement Instrument” or “RI” means a resettlement instrument prepared in accordance with the provisions of the Resettlement Policy Framework (as hereinafter defined) and acceptable to the World Bank setting out the arrangements, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project, as the same may be modified from time to

time with the prior written agreement of the World Bank, and such term includes any schedules or annexes to said instrument.

47. “Resettlement Policy Framework” or “ RPF” means the Resettlement Policy Framework of the Recipient dated June 26, 2009, and disclosed at the World Bank’s *Infoshop* on July 1, 2009, outlining the policies and procedures to be implemented in the event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.
48. “Social and Environmental Safeguard Frameworks” means, collectively, the Environmental Assessment, the Environmental and Social Management Framework, Resettlement Policy Framework and the Regional Process Framework.
49. “Steering Committee” means the steering committee established by the Recipient for the purpose of Project in accordance with the provisions of Section I.A.3 of Schedule 2 to this Agreement.
50. “Supplemental Social and Environmental Safeguard Instruments” means any EMP, RI, or other supplemental social and environmental safeguard instruments as required under the terms of any of the Social and Environmental Safeguard Frameworks.
51. “TAC” means a maximum total allowable catch of fish per a defined period.
52. “Training” means the training of persons under the Project, including seminars, workshops, and study tours, and covers the following costs associated with such activity: travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other costs directly related to training preparation and implementation.
53. “TURFs” means Territorial User Rights Fisheries, a defined geographic area of the sea within which the right to access fish resources is held by defined users.
54. “UNCLOS” means the United Nations Convention on the Law of the Sea, December 10, 1982; ratified by the Recipient on December 12, 1994.

55. “Union of Artisanal Fishers” means the cooperative of small-scale fishers in Sierra Leone.
56. “West Africa” means the coastal region and countries of West Africa, from the Republic of Mauritania to the Republic of Ghana.