

CONFORMED COPY

CREDIT NUMBER 4883-LR
JAPAN PHRD TF GRANT NUMBER TF099511-LR

Financing Agreement

(West Africa Agricultural Productivity Program (WAAPP) –
Liberia Project under the First Phase of the WAAPP)

between

REPUBLIC OF LIBERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 30, 2011

**CREDIT NUMBER 4883-LR
JAPAN PHRD GRANT NUMBER TF099511- LR**

FINANCING AGREEMENT

AGREEMENT dated June 30, 2011, entered into between the REPUBLIC OF LIBERIA (“Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”).

WHEREAS (A) the Association, by extending financial assistance in 2007 to the Republic of Mali, the Republic of Ghana and the Republic of Senegal and in 2010 to Burkina Faso, the Republic of Côte d’Ivoire and the Federal Republic of Nigeria, provided support to precedent activities under the first phase of the West Africa Agricultural Productivity Program (“Program”) which aims at: (i) implementing the Agricultural Policy (“ECOWAP”, as further defined in Section I of the Appendix to this Agreement) of the Economic Community of West African States (“ECOWAS”); and (ii) contributing to the sustained agricultural productivity increase in the ECOWAS region’s top priority commodity subsectors;

(B) the Recipient, having satisfied itself as to the feasibility and priority of the project (“Project”, as described in Schedule 1 hereto) under the first phase of the Program, has requested the Association to assist in the financing of the Project;

(C) by a financing agreement to be entered into between the Republic of Benin (“Benin”) and the Association (“Benin Financing Agreement”, as further defined in Section I of the Appendix to this Agreement), the Association will extend to Benin a grant in an amount equivalent to eleven million Special Drawing Rights (SDR 11,000,000) to assist Benin in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Benin Financing Agreement;

(D) by a financing agreement to be entered into between the Republic of The Gambia (“The Gambia”) and the Association (“The Gambia Financing Agreement”, as further defined in Section I of the Appendix to this Agreement), the Association will extend to The Gambia a grant in an amount equivalent to four million six hundred thousand Special Drawing Rights (SDR 4,600,000) to assist The Gambia in financing part of the cost of activities related to the Project on the terms and conditions set forth in the The Gambia Financing Agreement;

(E) by a financing agreement to be entered into between the Republic of Niger (“Niger”) and the Association (“Niger Financing Agreement”, as further defined in Section I of the Appendix to this Agreement), the Association will extend to Niger a credit in an amount equivalent to nineteen million five hundred thousand Special Drawing Rights (SDR 19,500,000) to assist Niger in financing part of the cost of

activities related to the Project on the terms and conditions set forth in the Niger Financing Agreement;

(F) by a financing agreement to be entered into between the Republic of Sierra Leone (“Sierra Leone”) and the Association (“Sierra Leone Financing Agreement”, as further defined in Section I of the Appendix to this Agreement), the Association will extend to Sierra Leone a grant in an amount equivalent to seven million eight hundred thousand Special Drawing Rights (SDR 7,800,000) to assist Sierra Leone in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Sierra Leone Financing Agreement;

(G) by a financing agreement to be entered into between the Republic of Togo (“Togo”) and the Association (“Togo Financing Agreement”, as further defined in Section I of the Appendix to this Agreement), the Association will extend to Togo a grant in an amount equivalent to seven million eight hundred thousand Special Drawing Rights (SDR 7,800,000) to assist Togo in financing part of the cost of activities related to the Project on the terms and conditions set forth in the Togo Financing Agreement;

(H) Parts 1.2, 1.5, 3.1 (a) and 4 (i) of the Project will be carried out by *Le Conseil Ouest et Centre Africain pour la Recherche et le Développement Agricoles* (“CORAF” or “Project Implementing Entity”) with the Recipient’s assistance and, as part of such assistance, the Recipient will make a portion of the proceeds of the credit provided for in Article II of this Agreement available to CORAF as set forth in this Agreement; and

(I) Japan intends to make available financial assistance to the Recipient under the Japan Policy and Human Resources Development Fund in an amount equal to eight million dollars (\$8,000,000) (“Co-financing”, as further defined in Section I of the Appendix to this Agreement) to assist the Recipient in financing part of the cost of Parts 2 and 3 of the Project on the terms and conditions set forth in the co-financing agreement to be entered into between the Recipient and the International Bank for Reconstruction and Development (“Bank”) and the Association, acting as administrator of the Japan Policy and Human Resources Development Fund (“Co-financing Agreement”, as further defined in Section I of the Appendix to this Agreement);

WHEREAS the Association has also agreed, on the basis, *inter alia*, of the foregoing, to extend the credit provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Association and CORAF (“Project Agreement”);

NOW THEREFORE the Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 General Conditions or in the Preamble or in the Appendix to this Agreement.

ARTICLE II — CREDIT

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a Credit in an amount equivalent to three million nine hundred thousand Special Drawing Rights (SDR 3,900,000) to assist in financing the Project.
- 2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Credit Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is the Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (i) carry out Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4 (ii) of the Project through the MOA; and (ii) pursuant to the Subsidiary Grant Agreement, cause Parts 1.2, 1.5, 3.1 (a) and 4(i) of the Project to be carried out by CORAF, all in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely, that the CORAF's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of CORAF to perform any of its obligations under the Project Agreement.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Grant Agreement has been executed on behalf of the Recipient and CORAF.
 - (b) The Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- 5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Grant Agreement has been duly authorized by the Recipient and CORAF and is legally binding upon the Recipient and CORAF in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Minister of Finance.
- 6.02. The Recipient's Address is:
- Ministry of Finance
 - Broad Street
 - Monrovia
 - Republic of Liberia

6.03. The Association's Address 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)	(1) 202-477-6391

AGREED at Monrovia, Republic of Liberia, as of the day and year first above written.

REPUBLIC OF LIBERIA

By

/s/ Augustine Ngafuan
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ Ohene Owusu Nyanin
Authorized Representative

SCHEDULE 1

Project Description

The objective of the Project is to generate and accelerate adoption of improved technologies in the Participating Countries' top agricultural commodity priority areas that are aligned with the sub-region's top agricultural commodity priorities as outlined in the ECOWAP.

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

Part 1: Enabling Conditions for Sub-Regional Cooperation in Generation, Dissemination and Adoption of Agricultural Technologies

Carrying out of a program to strengthen the mechanisms and procedures for generation, dissemination and adoption of improved agricultural technologies and tools by the Recipient so as to allow the Recipient and the ECOWAS member countries to benefit from the said technologies within the framework of a sub-regional technical and scientific cooperation, encompassing the provision of goods, consultants' services, training, and the financing of operational costs required for:

1. the development of a sustainable financing mechanism for the existing Competitive Agricultural Research Grant (CARG) systems and an appropriate institutional arrangement for the generation, dissemination and adoption of improved and resilient agricultural technologies, through: (i) the development of suitable legislation harmonized with legislation of the other Participating Countries; (ii) the preparation of similarly harmonized manuals of procedures for such financing mechanism's effective, transparent, and participatory management; and (iii) the setting up of suitable monitoring and evaluation systems adequate to supervise and, thereby, ensure the profitable performance of the financing mechanism and its accompanying institutional arrangements;
2. the strengthening of CORAF's knowledge management, information and communication systems through: (i) the establishment of an efficient communication and information network system linking the Participating Countries; (ii) the upgrading of skills in information and communications technology and knowledge management, the consolidation of information available in various other data bases both at the national and sub-regional levels, and the provision to end-users of easy access to appropriate responses in real time; (iii) the development of a data base on agricultural research skills; and (iv) the carrying out of studies and the delivery of workshops to establish a food security hub for the Mano River Union;

3. the establishment of sub-regional regulations on genetic materials and agrochemicals through: (i) the development and adoption of regulations on fertilizer use and handling under preparation by ECOWAS which are harmonized with regulations of the other Participating Countries and the dissemination of the existing regulations on pesticide and genetic materials management; (ii) the evaluation of existing policies, rules and procedures on the exchange of technologies; and (iii) the delivery of workshops and seminars designed to ensure the participation of producers and agro-industrials in the formulation of regulations;
4. the establishment and/or strengthening of the national release committees for seeds and pesticides to ensure the effective release of genetic materials, pesticides and fertilizers and the management of intellectual property rights (IPR), through: (i) the revision, as necessary, of the Recipient's procedures thereon in order to align them with sub-regional directives; (ii) the implementation of these procedures for the release, dissemination and adoption of new technologies, including the preparation and carrying out of a dissemination action plan; (iii) the documentation and the recording of the characteristics of technologies and the constitution of catalogues for proven and released technologies; (iv) the promotion of these technologies through various media; (v) the strengthening of the harmonization of procedures and analysis of IPR issues; and (vi) the promotion and the facilitation of access by non Participating Countries to improved technologies developed in the Participating Countries; and
5. the development by CORAF of a strategy to mainstream climate change considerations in research and development programs carried out by the Participating Countries, including: (i) the organization of a training program for researchers on climate change; (ii) the adoption of a screening tool for the CARG schemes to ensure research proposals take into account climate change issues; (iii) the assessment of the vulnerability of priority commodities to climate change; (iv) the promotion of relevant technologies to mitigate climate change impact; and (v) the development of a strategy to mainstream gender considerations in research and development programs using similar tools to those for mainstreaming climate change.

Part 2: Strengthening of the Research System

Strengthening of the operational capacities of the national agricultural research and advisory systems in one national priority area of each Participating Country which is aligned to regional priorities, specifically through the strengthening of the Central Agricultural Research Institute (CARI) to carry out research on the value chains of cassava and one other priority commodity, building on backstopping from CGIAR centers and existing NCOs in the sub-region, and the carrying out of a program

encompassing the provision of works, goods, consultants' services, training (including academic training), and the financing of operational costs and Small Grants required for:

1. the development and implementation of CARI's core research and development dissemination programs for cassava and one other priority commodity, including: (i) the implementation, through the provision of Small Grants, of research activities to assess available technologies from within or outside the Recipient's territory; (ii) the elaboration and implementation of dissemination and communication plans on readily available technologies; and (iii) the development of programs on adaptation and generation of new technologies and adequate responses to other constraints along the value chain;
2. the enhancement of the capacity building of research scientists and the facilitation of national, sub-regional and international partnerships for cassava and one other priority commodity, including the carrying out of research exchange programs, the provision of training to young researchers, and the implementation of the annual capacity building plans;
3. the construction and rehabilitation of CARI's selected core facilities to carry out research in cassava and one other priority commodity and the provision of equipment required for the purpose; and
4. the carrying out of value chain analysis for cassava and one other priority commodity, impact studies, benchmarking, and monitoring and impact analysis for commissioned or strategic research thereon.

Part 3: Funding of Demand-Driven Technology Generation and Adoption

Carrying out of a program aimed to accelerate the adoption of readily available technologies and the generation and dissemination of adapted technologies in top national and regional priority commodities in Participating Countries and at the sub-regional level, through the funding of CORAF's scheme and the piloting of a national CARG scheme in the Recipient's territory, encompassing the provision of works, goods, consultants' services, training, study tours and workshops and the financing of operational costs and Grants for:

1. Competitive Agricultural Research Schemes for Technology Generation and Dissemination
 - (a) Regional Window: expansion of CORAF's CARG scheme through the financing of Grants to carry out research projects that benefit the entire ECOWAS region.

- (b) National Window: establishment of a pilot CARG national scheme to finance Grants to complement ongoing and future research and development activities for cassava and one other priority commodity within the Recipient's territory.

2. Accelerated Adoption of Released Technologies

Improvement of the adoption of released technologies for cassava and one other priority commodity in order to bridge the yield gap between producers and research and reinforcement of the dissemination of technologies generated under the Project, through: (i) the carrying out of stakeholder workshops for the preparation of national dissemination action plans for released technologies; (ii) the promotion of released technologies, using various media to improve knowledge and scale up application of the technologies; (iii) the introduction of information technology in the technology transfer system; (iv) the provision of training on released technologies for extension service providers (including national extension services, non-governmental organizations, input providers, farmer organizations and other stakeholders) through the use of participatory strategies and mechanisms; and (v) the delivery of field demonstrations of released technologies.

3. Facilitating Access to Improved Genetic Material

Expansion of the availability to, and access of, producers to improved genetic materials of seeds, planting materials, fingerlings, other breed stock and the like for cassava and one other priority commodity, entailing: (i) the development and improvement of the Recipient's gene banks with a view to manage biodiversity and climate change through better conservation of its genetic assets; (ii) the upgrading of the capacity of selected public research stations to produce, procure and store breeder seeds and to produce foundation seeds through investments in irrigation facilities, lab and storage equipment; (iii) the scaling up of the production of certified seeds by small and medium enterprises and farmers organizations; (iv) the strengthening of the production and quality capacity of seed companies and seed producers; (v) the development of a network to link seed producers to variety development programs so as to facilitate producers' access to improved varieties and the provision of mini-kits of improved seeds to producers to quick-start dissemination; (vi) the promotion of the information and technology communications necessary to develop the network of seed producers and end seed users, including the provision of up-to-date information on improved varieties potentially beneficial to small farmers; and (vii) the strengthening of the capacity for seed quality assurance of the Crop Resources Division.

Part 4: Project Coordination, Management, Monitoring and Evaluation

Establishment of an effective coordination, management, monitoring and evaluation system for the Project at both: (i) the regional; and (ii) the national levels, thereby ensuring the implementation at each level of suitable financial management and procurement systems by CORAF and the PCU, timely reporting on Project's activities, accurate monitoring and evaluation of regional and national agricultural productivity, and carrying out of a communication strategy, all through the provision of vehicles and goods, consultants' services, training, and the financing of operational costs.

SCHEDULE 2

Section I. Implementation Arrangements

A. **Institutional Arrangements**

1. Ministry of Agriculture

The Recipient, through its MOA, shall assure overall coordination of the Project is carried out by the PCU.

2. Steering Committee

The Recipient, through the MOA, shall, not later than three (3) months after the Effective Date, establish and thereafter maintain throughout Project implementation, a national Steering Committee under terms of reference satisfactory to the Association and vested with responsibility for providing policy guidance and for overseeing Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project. The Steering Committee shall be chaired by the Recipient's Minister of Agriculture (or his/her designee) and its composition shall include representatives from the government, stakeholders, farmers, the private sector and civil society organizations. The Steering Committee shall meet at least twice each Fiscal Year to undertake, *inter alia*, the review and approval of the draft AWP&B and the approval of the annual report to be prepared by the Project Coordinator not later than October 31 each year to follow-up on, and assess the progress in, the carrying out of the precedent AWP&B.

3. Project Coordination Unit

The Recipient, shall maintain throughout Project implementation the Project Coordination Unit ("PCU"), headed by the Project Coordinator, within the MOA and under its under terms of reference and staffed in number and with qualifications satisfactory to the Association, thereby ensuring that the PCU (acting as the National Coordination Unit), oversee and take all measures necessary for the suitable and timely implementation of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project pursuant to the provisions of this Agreement, including without limitation: (i) in general, the coordination and management of the Credit and the carrying out of the procurement, monitoring, evaluation and reporting functions; and (ii) in particular, the assessment of impacts and systematic analysis of lessons learnt and the monitoring of the overall progress in implementing agricultural research activities undertaken within the CARI. The Recipient, through the Minister of Agriculture, shall appoint and maintain a Project Coordinator to oversee daily implementation of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and to manage the PCU, which shall comprise any additional staff that may be necessary, particularly in the accounting and procurement areas, for the

successful implementation of the Project. For such purposes, the Recipient shall, not later than three (3) months after the Effective Date: (i) set up within the PCU an internal audit unit headed by a qualified internal auditor under terms of reference satisfactory to the Association; and (ii) recruit for the PCU two (2) procurement specialists, one (1) accountant, one (1) monitoring and evaluation specialist, and one (1) communication officer, all on the basis of terms of reference and with qualifications and experience satisfactory to the Association.

B. Implementation Modalities

1. Parts 1.3 and 1.4 of the Project: Establishment of Regional Regulations on Genetic Materials and Agrochemicals and Strengthening of the Crop Resources Division

For the purposes of carrying out Parts 1.3 and 1.4 of the Project, the PCU shall conclude with each concerned Divisions of the MOA, a result-based memorandum of understanding under terms and conditions satisfactory to the Association: (i) entrusting responsibility for implementation of such Parts of the Project to the relevant Division; and (ii) setting forth the implementation details and the Division's undertaking to assure the efficient carrying out of such Parts of the Project.

2. Part 2 of the Project: Strengthening of the Research System

For the purposes of carrying out Part 2 of the Project, the PCU shall enter into an implementation agreement with CARI whereby the PCU shall: (i) entrust to CARI its implementation responsibilities thereunder; and (ii) ensure Part 2 is carried out by CARI as planned in the AWP&B and in accordance with the provisions of the Project Implementation Manual.

3. Small Grants under Part 2.1 of the Project and Grants under Part 3.1(b) of the Project

(a) Small Grants under Part 2.1 of the Project shall be managed and monitored by CARI pursuant to the provisions of the Project Implementation Manual and within the framework of the AWP&B, and shall be made available to Beneficiaries through CARI on the basis of the specific Research Proposals previously validated by CARI and included and approved in the AWP&B to finance an amount not exceeding the total estimated cost of the activities it will finance.

(b) The pilot CARG scheme under Part 3.1(b) of the Project shall be managed and monitored by the PCU pursuant to the procedures of, and under the terms and conditions set forth in, the Project Implementation Manual. The PCU shall: (i) evaluate the Grant applications; (ii) decide on which Grants shall receive financing under the Financing; (iii)

approve the Grant for disbursement, ensuring it will not exceed the total estimated cost of the activities it will finance and, thereafter, conclude the Grant Agreement with each Beneficiary.

- (c) Without any limitation upon the provisions of the preceding paragraphs (a) and (b), the Recipient shall take all action necessary to ensure that, in making Small Grants and Grants available, as the case may be, CARI or the PCU, as the case may be, shall obtain rights adequate to protect the interests of the Recipient and those of the Association, including the right:
 - (i) to suspend or terminate the right of the Beneficiary to use the proceeds of the Small Grant or Grant, as the case may be, or obtain a refund of all or any part of the amount of the Small Grant or Grant then withdrawn, as the case may be, upon the Beneficiary's failure to perform any of its obligations, respectively, under the Research Proposal or Grant Agreement; and
 - (ii) to require each Beneficiary: (A) to carry out the activities for which the Small Grant or Grant, as the case may be, was given with due diligence and efficiency and in accordance with sound agricultural, technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of credit proceeds other than the Recipient, and under the terms and conditions stipulated in the Project Implementation Manual; (B) to provide, promptly as needed, the resources required for the purpose of the Small Grant or Grant, as the case may be; (C) to procure the goods, works and services to be financed out of the proceeds of the Small Grant or Grant, as the case may be, in accordance with the provisions of this Agreement; (D)(1) to maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Small Grant or Grant, as the case may be; and (2) at the Association's or the Recipient's request, to have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; (E) upon reasonable request, to enable the Recipient and the Association to inspect the activities, its operation and

any relevant records and documents; and (F) to prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

- (d) The Recipient shall take all measures necessary to ensure that CARI or the PCU, when and as appropriate, shall exercise its rights under each Research Proposal or Grant Agreement, as the case may be, in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit.

4. Parts 3.2 and 3.3 of the Project: Support to Accelerated Adoption of Released Technologies and Facilitating Access to Improved Genetic Material

The Recipient, through the PCU, shall carry out Parts 3.2 and 3.3 of the Project through contractual arrangements to be concluded with suitable advisory service providers in accordance with the provisions of the Project Implementation Manual.

5. Selection of Facilities and Stations under Parts 2.3 and 3.3(ii) of the Project

In order to maximize the benefits to be derived from the Project, the Recipient, through the PCU, shall:

- (a) select: (i) CARI's core facilities proposed to be constructed and rehabilitated under Part 2.3 of the Project; and (ii) the public research stations proposed to be upgraded under Part 3.3(ii) of the Project, applying the following criterion: the facility or the station has been identified by CARI's management on the basis of consultations carried out with its researchers during the preparation of the priority list of works and during the validation of the design of the works; and
- (b) thereafter, furnish to the Association for approval for financing out of the proceeds of the Credit the facilities and stations as so selected.

6. Project Implementation Manual

The Recipient, through the PCU, shall: (i) take all action required to carry out Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4 (ii) of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual; (ii) submit recommendations to the Association for its consideration for changes and updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objective of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project; and (iii) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the Association's prior agreement. Notwithstanding the foregoing, if any of the provisions of

the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

7. Training under Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4 (ii) of the Project

For the purposes of the training (including academic training) to be financed under Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and to be delivered through study tours, workshops, seminars, conferences, and on the job training, the Recipient shall:

- (a) furnish to the Association for its approval, not later than January 31 of each year, a training program including an explanation of how such training is consistent and conducive to the objectives of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;
- (b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and
- (c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each training and the benefits to be derived therefrom.

8. Annual Work Program and Budget (AWP&B)

The Recipient, through the PCU, shall:

- (a) prepare a draft AWP&B for each Fiscal Year, setting forth, *inter alia*:
 - (i) a detailed description of planned activities for Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project for the following Fiscal Year;
 - (ii) the sources and uses of funds therefor; and
 - (iii) responsibility for execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;
- (b) not later than November 30 of each Fiscal Year and after considering the comments provided by the Steering Committee, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B taking into account the Association's views and recommendations thereon; and

- (c) adopt and sign the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year.

9. CORAF Arrangements: Subsidiary Grant Agreement

- (a) For the purposes of carrying out Parts 1.2, 1.5, 3.1(a) and 4(i) of the Project, the Recipient shall make the proceeds of the Credit allocated from time to time to Categories (2)(a) and (4) available to CORAF on a grant basis under a subsidiary grant agreement to be entered into between the Recipient and CORAF, under terms and conditions approved by the Association (“Subsidiary Grant Agreement”).
- (b) The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Credit. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Grant Agreement or any of its provisions.

C. Anti-Corruption

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

D. Safeguards Covenants

1. Works under Parts 2.3 and 3.3 (ii) of the Project

Prior to the award of each contract for works under Parts 2.3 or 3.3(ii) of the Project, the Recipient, through the PCU, shall: (i) furnish to the Association a written attestation for the specific site where the works will be undertaken that the works shall not cause or result in Resettlement or submit to the Association for its review and approval the related site-specific Resettlement Action Plan (RAP) in accordance with the provisions of the Resettlement Policy Framework (RPF) and in form and substance satisfactory to the Association; (ii) submit to the Association for its review and approval the related site-specific Environmental and Social Impact Assessment (ESIA) or Environment and Social Management Plan (ESMP), as the case may be, in accordance with the provisions of the ESMF and in form and substance satisfactory to the Association; (iii) consult upon and disclose the site-specific ESIA or ESMP and RAP, if there is one, as approved by the Association; and (iv) thereafter, ensure that the relevant mitigation and monitoring provisions of the ESIA or ESMP, as the case may be, and RAP, if applicable, are appropriately included in the works contract concluded for the site and that they are implemented in the carrying out of Parts 2.3 and 3.3(ii) of the Project.

2. Pest Management Plan

The Recipient, through the PCU, shall follow and apply at all times in the implementation of Parts 2 and 3 of the Project the provisions of the Pest Management Plan in a timely manner, ensuring that: (i) mitigation and monitoring measures acceptable to the Association are designed and implemented with due diligence and employing appropriate environmental expertise; and (ii) adequate information on the implementation of the measures contained in the PMP is appropriately included in the Progress Reports referred to below in Section II.A.1.

3. Environmental and Social Screening Arrangements

The Recipient shall take all measures required on its behalf so that CARI or the PCU, as the case may be: (i) screen, under Parts 2.1 and 3.1(b) of the Project, the activities under the Research Proposals and Grants proposals submitted for financing out of the proceeds of the Credit; (ii) ensure that each Beneficiary: (A) carry out an appropriate site-specific Environmental and Social Impact Assessment (ESIA) or Environment and Social Management Plan (ESMP), as the case may be, and a Resettlement Action Plan, if there is Resettlement, for each such activities in accordance with the provisions of the ESMF and RPF, as the case may be, and in form and substance satisfactory to the Association; and (B) consult upon and disclose the site-specific ESIA or ESMP, as the case may be, and the RAP, if there is one, as approved by the Association; (iii) verify (through its own staff, outside experts, or existing environmental/social institutions) before approving the Research Proposal or Grant proposal that the activities meet the environmental and social requirements of appropriate national and local authorities and that they are consistent with the Association's applicable environmental and social assessment and safeguard policies and comply with the environmental and social review procedures set forth in the Project Implementation Manual; and (iv) thereafter, ensure that the relevant mitigation and monitoring provisions of the ESIA or ESMP, as the case may be, and RAP, if there is one, are appropriately implemented.

4. Biosafety Requirements

The Recipient shall carry out the Project pursuant to its obligations under, and in accordance with environmental safeguards and international good practice and standards consistent with those of, the Cartagena Protocol on Biosafety.

Section II. Project Monitoring, Reporting and Evaluation

A. Project and Completion Reports

1. The Recipient, through the PCU, shall monitor and evaluate the progress of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and prepare Project

Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the National Monitoring and Evaluation Indicators. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association and CORAF not later than forty-five (45) days after the end of the period covered by such report.

2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and related plan required pursuant to that Section shall be furnished to the Association and CORAF not later than four (4) months before the Closing Date.

B. Mid-Term Review

The Recipient, through the PCU, shall:

- (a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the National Monitoring and Evaluation Indicators, the carrying out of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and the achievement of the objective thereof;
- (b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about September 30, 2013, a report integrating the results of the monitoring and evaluation activities and setting out the measures recommended to ensure the efficient carrying out of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and the achievement of the objective thereof during the period following such date; and
- (c) review with the Association, on or about October 31, 2013, or such later date as the Association shall request, the report referred to in the preceding paragraph (b), and, thereafter, take all measures required to ensure the efficient completion of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

C. Financial Management, Financial Reports and Audits

1. The Recipient, through the PCU, shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation upon the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association as part of the Project Report not later

than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(ii) of the Project covering the semester, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each 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 Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. **Goods, Works and Services (Other than Consultants' Services).** All goods, works and services (other than consultants' services) required for the Project and to be financed out of the proceeds of the Credit shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Credit shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association 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, Works and Services (Other than Consultants' Services)

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and services (other than consultants' services) shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Services (Other than Consultants' Services).** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and services (other than consultants' services). The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Methods
(a) National Competitive Bidding
(b) Shopping
(c) Direct Contracting

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 table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used:

Procurement Methods
(a) Quality-Based Selection
(b) Selection under a Fixed-Budget
(c) Least-Cost Selection
(d) Selection Based on Consultants' Qualifications
(e) Single Source Selection
(f) Individual Consultants
(g) Sole-source basis for individual consultants

D. Review by the Association of Procurement Decisions

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

Section IV. Withdrawal of the Proceeds of the Credit

A. General

1. The Recipient may withdraw the proceeds of the Credit in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall 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 Association 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 Credit, the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Works under Parts 2.3 and 3.3(ii) of the Project	640,000	100%
(2) Goods, consultants' services, training, study tours, workshops and Operational Costs:		
(a) under Parts 1.2, 1.5 and 4(i) of the Project	130,000	8%
(b) under Parts 1.1, 1.3, 1.4, 2, 3.2, 3.3 and 4(ii) of the Project	2,700,000	100%
(3) Small Grants under Part 2.1 of the Project and Grants under Part 3.1 (b) of the Project	300,000	100% of the research costs covered by the Small Grant or Grant
(4) Grants under Part 3.1 (a) of the Project	130,000	6% of the research costs covered by the Grant
TOTAL AMOUNT	3,900,000	

3. For the purposes of this Section, the term "Operational Costs" means expenditures incurred by CORAF and the PCU to finance the cost under the Project of: (i) salaries of the staff of CORAF and the PCU (excluding civil servants) and state contributions thereon; (ii) per diem and travel expenses of the staff to perform their responsibilities under the Project; (iii) fuel and vehicle maintenance and insurance; (iv) communication technology (including, without

limitation, internet and telephone); (v) building security and maintenance; (vi) translation services, photocopies and publications; (vii) bank commissions; and (viii) utilities and office supplies.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed the equivalent of SDR 200,000 may be made for payments made within one year prior to this date but on or after September 1, 2010, for Eligible Expenditures under Category (1), (2), (3) and (4); or
 - (b) under Categories (2)(a) and (4), until and unless at least three (3) Participating Country Financing Agreements have been executed and delivered and all conditions precedent to their effectiveness have been fulfilled.
2. The Closing Date is June 30, 2016.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 15 and December 15:	
commencing on June 15, 2021, and to and including December 15, 2030	1%
and commencing on June 15, 2031, and to and including December 15, 2050	2%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

APPENDIX

Section I. Definitions

1. “Annual Work Plan and Budget” and “AWP&B” mean the annual work plan and budget to be prepared on an annual basis by the PCU (as hereinafter defined) and CORAF for the Project.
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. “Beneficiary” means: (i) a physical or legal person qualified to receive a Grant (as hereinafter defined) under the CORAF’s Manual of Procedures for Management of Competitive Funds (as hereinafter defined) or the Project Implementation Manual (as hereinafter defined), as the case may be; and (ii) a researcher which, according to the Project Implementation Manual (as hereinafter defined), qualifies as a Project beneficiary under Part 2.1 of the Project; and “Beneficiaries” means more than one Beneficiary.
4. “Benin Financing Agreement” means the financing agreement for activities related to the Project to be entered into between Benin and the Association, as such financing agreement may be amended from time to time. “Benin Financing Agreement” includes all appendices, schedules and agreements supplemental to the Benin Financing Agreement.
5. “CARG” means the existing scheme of Competitive Agricultural Research Grants, a sub-regional and national financing mechanism aimed at financing competitive grants in the agriculture sector.
6. “Cartagena Protocol on Biosafety” means the document adopted in Montreal, Canada, on January 29, 2000, as a Protocol to the 1992 Nairobi Convention on Biological Diversity, the objective of which is to contribute to ensuring an adequate level of protection in the field of the safe transfer, handling and use of genetically modified organisms resulting from modern biotechnologies that may have adverse effects on the conservation and sustainable use of biological diversity, taking also into account risks to human health, and specifically focusing on transboundary movements.
7. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
8. “Central Agricultural Research Institute” and “CARI” means the Recipient’s agency responsible for research in the agriculture sector.

9. “CGIAR” means the Consultative Group on International Agriculture Research, a global partnership that unites organizations engaged in research for sustainable development with the funders of this work.
10. “Co-financier” means Japan, the donor contributing to the Policy and Human Resources Development Fund (PHRD) and referred to in paragraph 10 of the Appendix to the General Conditions.
11. “Co-financing” means an amount equal to six million Dollars (\$8,000,000) to be provided by the Co-financier to assist in financing Parts 2 and 3 of the Project.
12. “Co-financing Agreement” means the grant agreement to be entered into between the Recipient and the International Bank for Reconstruction and Development and the International Development Association, acting as administrators of the Japan Policy and Human Resources Development Fund, providing for the Co-financing.
13. “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.
14. “CORAF” means the West and Central Africa Council for Agricultural Research and Development, an organization aimed to improve the efficiency and effectiveness of small-scale producers and to promote the agribusiness sector.
15. “CORAF’s Legislation” means collectively the Registration Act (*enregistrement*) of the Republic of Senegal MAE No. 0892 MAESE dated December 20, 1989, CORAF’s Statutes dated June 2008, and CORAF’s Governance Manual dated June 20, 2008, pursuant to which CORAF has been established and is functioning.
16. “CORAF’s Manual of Procedures for Management of Competitive Funds” means the Manual of Procedures for Management of Competitive Funds adopted by CORAF in March 2004, as the same may be amended from time to time in a manner satisfactory to the Association.
17. “Crop Resources Division” means the unit in the MOA (as hereinafter defined) responsible for crop resources management, seeds services, pest control and related regulatory services.
18. “ECOWAP” means ECOWAS’ Agricultural Policy adopted by the Heads of States of the ECOWAS’s member countries on January 19, 2005.
19. “Environmental and Social Impact Assessment” or “ESIA” means a site-specific report, to be prepared in accordance with the parameters laid down in the ESMF

(as hereinafter defined) and acceptable to the Association, identifying and assessing the potential environmental and social impacts of the activities to be undertaken for the Project, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures.

20. “Environmental and Social Management Framework” and “ESMF” means the Recipient’s framework dated December 13, 2010, which: (i) sets forth standards, methods and procedures specifying how technological research activities under the Project whose location, number and scale are presently unknown shall systematically address environmental and social issues in the screening and categorization, sitting, design, implementation and monitoring phases during Project implementation; (ii) systematizes the environmental and social impact assessment required for such activities before Project execution; and (iii) stipulates the procedures for conducting site-specific environmental impact assessments, be they limited environmental impact assessments or full environmental impact assessment.
21. “Environmental and Social Management Plan” or “ESMP” means a site-specific environmental and social management plan to be prepared in accordance with the parameters laid down in the ESMF and acceptable to the Association, setting forth a set of mitigation, monitoring, and institutional measures to be taken during the implementation and operation of the Project activities to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, and including the actions needed to implement these measures.
22. “Fiscal Year” means the twelve (12) months period corresponding to any calendar year, which period commences on January 1 and ends on December 31 in each such calendar year, and being understood that Fiscal Year as so defined differs from the Recipient’s fiscal year, which commences on July 1 and ends on June 30 in each calendar year.
23. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
24. “Grant” means a grant made or proposed to be made by CORAF or the PCU, as the case may be, to a Beneficiary under, respectively, Parts 3.1(a) or 3.1(b) of the Project.
25. “Grant Agreement” means the agreement between CORAF or the PCU, as the case may be, and a Beneficiary for the purposes of providing a Grant under, respectively, Parts 3.1 (a) or 3.1(b) of the Project.
26. “MOA” means the Recipient’s Ministry of Agriculture, or any successor thereto.

27. “Mano River Union” means the international association established in 1973 between the Recipient and Sierra Leone (and joined in 1980 by the Republic of Guinea and in 2008 by the Republic of Côte d’Ivoire) with the goal to foster economic cooperation among the countries within the system of the Mano River, which begins in the Guinea highlands and forms a border between the Recipient and Sierra Leone.
28. “national agricultural research and advisory system” means a Participating Country (as hereinafter defined) system encompassing: (i) national agricultural research; (ii) national extension agencies or departments involved in training and dissemination activities; (iii) producer organizations; and (iv) regulatory agencies and providers of seed and breed services.
29. “National Coordination Unit” or “NCU” means the Project Coordinating Unit (as hereinafter defined).
30. “National Monitoring and Evaluation Indicators” means the agreed monitoring and evaluation indicators set forth in the Project Implementation Manual (as hereinafter defined) to be utilized by the Recipient to measure the progress in the implementation of Parts 1.1, 1.3, 1.4, 2, 3.1(b), 3.2, 3.3 and 4(i) of the Project and the degree to which the objective thereof are being achieved.
31. “NCO” means a national center of specialization, an entity responsible for conducting research on a specific commodity, the results of which can be adapted by another ECOWAS’ member.
32. “Niger Financing Agreement” means the financing agreement for activities related to the Project to be entered into between Niger and the Association, as such financing agreement may be amended from time to time. “Niger Financing Agreement” includes all appendices, schedules and agreements supplemental to the Niger Financing Agreement.
33. “other priority commodity” means and includes groundnuts, maize, vegetables and small ruminants.
34. “Participating Countries” means collectively the Participating Countries, being the Recipient, Benin, Niger, Sierra Leone, The Gambia and Togo, and “Participating Country” means individually each and any of the Participating Countries.
35. “Participating Country Financing Agreement” means a financing agreement between a Participating Country and the Association for activities related to the Project under the first phase of the Program, as such agreement may be amended from time to time, and including all appendices, schedules and agreements

supplemental thereto; and “Participating Countries Financing Agreements” means collectively the Participating Countries Financing Agreements.

36. “Pest Management Plan” and “PMP” means the Recipient’s plan dated December 13, 2010, which: (i) addresses the concerns relating to the Project risks associated with potential increases in the use of pesticides for agricultural production, intensification and diversification and controlling disease vector populations arising from irrigation schemes; (ii) sets forth mitigation and monitoring measures to be taken during Project implementation and operation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels; (iii) recommends institutional measures to strengthen national capacities to implement the mitigation and monitoring measures; and (iv) as part of the implementation arrangements, identifies national agencies and other partners that could play a vital role in the success of the Project.
37. “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.
38. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated January 27, 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.
39. “Project Coordinator” means the person appointed by the Recipient as the Coordinator of the PCU.
40. “Project Coordination Unit” and “PCU” means the Project Coordination Unit established by the Recipient in the MOA’s Department of Planning and Development pursuant to the provisions of MOA’s Order No. One dated June 25, 2009.
41. “Project Implementation Manual” means the manual adopted by the Recipient through the PCU on November 19, 2010, for the purposes of defining the detailed implementation arrangements for the Project, and setting forth, *inter alia*: (i) the detailed Project staffing plan for each stakeholder; (ii) the Project monitoring and evaluation modalities; and (iii) the procedures for and the terms and conditions for the piloting of the national scheme of competitive grants under Part 3.1 (b) of the Project, as the same may be amended from time to time in a manner satisfactory to the Association.
42. “Research Proposal” means the signed research agreement between the PCU and a Beneficiary for the purposes of providing a Small Grant under Part 2.1 of the Project.

43. “Resettlement” means: (i) the involuntary (i.e., an action that may be taken without a person’s informed consent or power of choice) taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.
44. “Resettlement Action Plan” or “RAP” means a site-specific resettlement action plan to be prepared in accordance with the parameters laid down in the RPF (as hereinafter defined), acceptable to the Association, to be developed for each Project site which involves Resettlement, and covering the following: (i) a baseline census and socioeconomic survey information; specific compensation rates and standards; policy entitlements related to any additional impacts identified through the census or survey; description of Resettlement sites and programs for improvement or restoration of livelihoods and standards of living; an implementation schedule for Resettlement activities; and detailed cost estimate; (ii) measures designed to ensure that the displaced persons: (A) are informed about their options and rights pertaining to Resettlement, consulted on, offered choices among, and provided with technically and economically feasible Resettlement alternatives; and (B) provided prompt and effective compensation at full replacement cost for losses of assets attributable directly to the Project; (iii) if the impacts include physical relocation, that the displaced persons are: (A) provided assistance (such as moving allowances) during relocation; (B) provided with residential housing, or housing sites, or, as required, agricultural sites for which a combination of productive potential, locational advantages, and other factors is at least equivalent to the advantages of the old site; and (C) offered support after displacement, for a transition period, based on a reasonable estimate of the time likely to be needed to restore their livelihood and standards of living; (iv) affordable and accessible grievance procedures, taking into account the availability of judicial recourse and community and traditional dispute settlement mechanisms; and (v) provided with development assistance in addition to compensation measures, such as land preparation, credit facilities, training, or job opportunities.
45. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework adopted by the Recipient on January 20, 2011, setting forth, *inter alia*, a brief description of the Project and components for which land acquisition and Resettlement are required, the principles and objectives governing Resettlement preparation and implementation, and a description of the process for preparing and approving site-specific Resettlement Action Plans.

46. “Sierra Leone Financing Agreement” means the financing agreement for activities related to the Project to be entered into between Sierra Leone and the Association, as such financing agreement may be amended from time to time. “Sierra Leone Financing Agreement” includes all appendices, schedules and agreements supplemental to the Sierra Leone Financing Agreement.
47. “Small Grant” means a grant made or proposed to be made by the PCU to a Beneficiary under Part 2.1 of the Project.
48. “Subsidiary Grant Agreement” means the agreement pursuant to which the Recipient shall make a portion of the proceeds of the Credit available to CORAF.
49. “Steering Committee” means the committee to be established by the Recipient pursuant to the provisions of, and with the responsibilities stipulated in, paragraph A.2 of Section I of Schedule 2 to this Agreement.
50. “The Gambia Financing Agreement” means the financing agreement for activities related to the Project to be entered into between The Gambia and the Association, as such financing agreement may be amended from time to time. “The Gambia Financing Agreement” includes all appendices, schedules and agreements supplemental to The Gambia Financing Agreement.
51. “Togo Financing Agreement” means the financing agreement for activities related to the Project to be entered into between Togo and the Association, as such financing agreement may be amended from time to time. “Togo Financing Agreement” includes all appendices, schedules and agreements supplemental to the Togo Financing Agreement.

Section II. Modifications to the General Conditions

Paragraph 10 of the Appendix (**Definitions**) is modified to read as follows:

- “10. “Co-financier” means the financier, including the Bank and/or the Association acting as administrator of funds provided by the financier, referred to in Section 6.02 (h) providing the Co-financing. If the Financing Agreement specifies more than one such financier, “Co-financier” refers separately to each of such financiers.”