

CONFORMED COPY

ACGF GRANT TRUST FUND NUMBER TF010654

Africa Catalytic Growth Fund Grant Agreement

**(Additional Financing for the West Africa Regional Fisheries Program (Phase I) –
Liberia Project)**

between

REPUBLIC OF LIBERIA

and

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

Dated October 31, 2011

ACGF GRANT TRUST FUND NUMBER TF010654

**AFRICA CATALYTIC GROWTH FUND
GRANT AGREEMENT**

AGREEMENT dated October 31, 2011, entered into between the REPUBLIC OF LIBERIA (“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 described in Schedule 1 to this Agreement (“Project”) and the Program. To this end, the Recipient shall: (i) carry out Parts A.1(a), (b), (c) (d) and (e), A.2, A.3(a), B.1(a), B.2, C.1, C.2(b), D.1 and D.2 of the Project through the BNF; and (ii) cause Parts A.1(f), A.3(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 two million Dollars (\$2,000,000) ("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 consists 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 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 at the time responsible for finance.
- 6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Minister of Finance
Ministry of Finance
Broad Street
1000 Monrovia 10
Republic of Liberia

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

REPUBLIC OF LIBERIA

By

/s/ Augustine Kpehe Ngafuan
Authorized Representative

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

By

/s/ Ohene Owusu Nyanin
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. Good Governance of Fisheries

- (a) The finalization and implementation of a new appropriate fisheries policy and regulatory framework, and the preparation and negotiation of international fisheries agreements, through the provision of legal and policy advisory services and Training.
- (b) The carrying out of a program to strengthen the capacity of the BNF to register small-scale fishing vessels, including the establishment and maintenance of a fishing vessel registry.
- (c) The carrying out of a program to strengthen the BNF's capacity to assess the status of key fish stocks, conduct fisheries research and collect and analyze fisheries statistics, through the provision of technical assistance and Training.
- (d) The establishment of an appropriate system of information and analysis within the BNF for the management of fisheries, linked to the regional information system to be introduced by CSRP under Part A.1(f) of the Project.
- (e) The preparation and implementation through the BNF of appropriate fisheries management plans (and related licensing procedures and fees) that set quotas for sustainable exploitation of targeted fisheries, and create rights and allocation mechanisms for exploitation of such quotas, such plans to be developed and updated on the basis of the assessments of the status of key fishing stocks.
- (f) The development and introduction by CSRP 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 introduction of a system of co-management of the Recipient's coastal fishing resources by the Recipient and local fishing communities, in order to establish TURFs along the coast, through:

- (i) the establishment and operationalization of CMAs and eventually TURFs;
- (ii) the provision of Training (and related equipment) to CMA members, fishing communities and fishers on such matters as appropriate co-management of fisheries, business management and marketing strategies, and environmental health of shorelines;
- (iii) the provision of Training (and related equipment) for the BNF's head office and field staff and fisheries inspectors on such matters as co-management of the fisheries and establishment of TURFs, community facilitation, new fishing methods and business models in local communities and private fisheries micro-credit access to the communities;
- (iv) the construction of community fisheries centers for CMAs and provision of equipment for those centers;
- (v) the provision of improved ovens for processing fish to women processors and the provision of Training to women in the community on the operation and maintenance of such ovens; and
- (vi) the provision of safety navigation systems for small-scale fishing vessels and Training for fishers in their use.

3. Social Marketing, Communication and Transparency

- (a) The design and implementation by the BNF of communications strategies, consultations and marketing campaigns to improve public knowledge of the new fisheries policies developed under the Project; and
- (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
- (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 programs designed to ensure the appropriate and sustainable civilian-led surveillance of fishing activities along the Recipient's coast, consisting of:

- (a) The construction of a fisheries monitoring center and headquarters for the BNF and the provision of communication systems, a vessel monitoring system data reception platform, computer systems and office automation material and vehicles for the BNF.
- (b) The carrying-out of studies and provision of Training and technical assistance to the BNF in the general management of surveillance activities and operations.
- (c) The construction of up to two 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 BNF's fisheries monitoring center constructed under Part B. 2(a) of the Project.
- (d) The development and operation of civilian-led sea and aerial patrols of fishing activities along the Recipient's coast.
- (e) The restructuring and upgrading of the Recipient's fisheries observer program whereby inspectors of the BNF are placed on board of industrial fishing vessels for the purpose of monitoring the operations of these vessels to ensure they comply with fishing regulations and accurately record fish catch levels.

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. Fish Landing Site Clusters.

The establishment of integrated fish landing site clusters to operate as special economic zones, through:

- (i) the construction of basic infrastructure in Robertsport, including the construction of a jetty, the installation of a water supply system, the extension of solar street lighting, and repair of the existing water pipe;
- (ii) the construction of an integrated landing site cluster in Robertsport, including a hygiene block and septic tank, an ice plant, cold stores and common service centers and the provision of extension services such as a set up of fishery material store, net and crates repair, and Training in the maintenance of the cold chains;
- (iii) the preparation of a tender for the concession of such basic infrastructure;
- (iv) the replication of the integrated fish landing site cluster at Robertsport at one other site; and
- (v) the rehabilitation and reclamation of parts of the Mesurado Pier for fish landing, encompassing the construction of a jetty for industrial fishing vessels to land and offload and/or transship fish and product storage and transport facilities.

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 competent sanitary authority and 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 provision of technical assistance to support the PIU for: (i) the preparation of Annual Work Plans and the updating of Procurement Plans and related budgets, as well as (ii) the monitoring and evaluation of the Project.

2. **Operating Costs for National Implementation**

The provision of Operating Costs, Training and goods to the PIU 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. The Ministry of the Recipient in charge of fisheries, through its BNF, shall be in charge of overall implementation of the Project. To this end, the Recipient shall, throughout Project implementation, maintain the BNF with adequate financial and human resources for the Project.
2. The Recipient shall take all measures required on its part to 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 Minister of Agriculture, and be comprised, *inter alia*, of representatives of the Ministry of Agriculture, Ministry of Justice, MoF, Port Authority, Environmental Protection Agency and UNMIL, and shall meet at least quarterly.
 - (ii) Without limitation upon the provisions of sub-paragraph (a)(i) of this Section I.A.3, 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 PIU;
 - (B) overseeing overall performance of the Project and providing policy guidance; and
 - (C) identifying necessary Project adjustments based on monitoring and evaluation results.
 - (b) **Project Implementation Unit**
 - (i) The PIU shall be staffed with qualified and experienced personnel in adequate numbers, including, *inter alia*, a coordinator, an accountant, a procurement specialist, and an assistant coordinator, all with qualifications and experience satisfactory to the World Bank.

- (ii) Without limitation upon the provisions of sub-paragraph (b)(i) of this Section I.A.3, the PIU 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) updating and maintaining the Project Management Information System located at the MoF; and
 - (D) monitoring and evaluating the Project and preparing Project progress reports and monitoring and evaluation reports for the meetings of the Steering Committee.
- 4. The Project Financial Management Unit within the MoF shall be responsible for the financial management activities of the Project and shall maintain for such purpose, throughout Project implementation, the accountant hired by the PIU with functions and resources satisfactory to the World Bank.
- 5. The unit for infrastructure investments within the Ministry of Public Works shall be responsible for the national procurement activities of the Project and shall maintain for such purpose, throughout Project implementation, the procurement specialist hired by the PIU with functions and resources satisfactory to the World Bank.

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(v) 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. All MCS activities carried out by the Recipient shall be under the control of the BNF or, subject to the prior written consent of the World Bank, another civilian agency of the Recipient acceptable to the World Bank, and shall be carried out by civilian authorities under terms of reference limited to fisheries surveillance.
2. 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 or proceedings, or for any other purposes unrelated to the objective of the Project.

3. 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 have been properly trained in the operation of any equipment used in the surveillance mission.
4. 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 Report

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 semester, 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 sub-paragraph (a) consist of the following:
 - (i) number of TURF that has been legally established in targeted coastal fisheries;
 - (ii) reduction of percentage of all known industrial vessels targeting the coastal demersal and the shrimp fisheries that are observed fishing without a license; and
 - (iii) the increase of the combined 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 (v) of the Project	2,000,000	100%
TOTAL AMOUNT	2,000,000	

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 23, 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. “BNF” means the Bureau of National Fisheries located within the Ministry of Agriculture.
4. “CMAs” means TURF (as hereinafter defined) Co-Management Associations comprised of fisher chiefs, elected fishers, fish processors, and fish transporters, respected community members, and women representatives to serve on the CMA for a specific term with each ethnic group resident in a community represented on the CMA.
5. “CSRP” means the *Commission Sous-Régionale des Pêches*, the sub-regional fisheries commission established and operating pursuant to the CSRP Treaty (as hereinafter defined).
6. “CSRP Treaty” means the inter-governmental convention *Convention portant Création de la Commission Sous-Régionale des Pêches*, dated March 29, 1985, entered into among the member states of the CSRP (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).
7. “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.

8. “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.
9. “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.
10. “Environmental Protection Agency” means the agency charged by the Recipient for the implementation of environmental regulations.
11. “Financing” means the grant provided by the International Development Association to the Recipient under the Original Financing Agreement (as hereinafter defined).
12. “Fiscal Year” means the twelve (12) month period corresponding to any of the Recipient’s fiscal years, which period commences on July 1 and ends on June 30.
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 Act” means the Revised Fishing Rules and Regulations, dated 1973, (Title 24 of the Liberian Code of Laws Revised).
15. “Fisheries Legislation” means the Fisheries Act as amended by the Recipient’s New Fisheries Regulation 2010, adopted on November 24, 2010, (Liberia Gazette Vol. IX, No. 43).

16. “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 January 12, 2010 (GEF Trust Fund Grant No. TF095538) providing for a grant in the amount of five million Dollars (\$3,000,000) to assist in the financing of the Original Project (as hereinafter defined).
17. “Identified Works” means the works for the Project identified in the EA as at June 25, 2009.
18. “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.
19. “MCS” means the monitoring, control, and surveillance of fishing activities.
20. “Ministry of Agriculture” means the Ministry of the Recipient in charge of agriculture.
21. “Ministry of Justice” means the Ministry of the Recipient in charge of justice.
22. “Ministry of Public Works” means the Ministry of the Recipient in charge of civil works.
23. “MoF” means the Ministry of the Recipient in charge of finance.
24. “Operating Costs” means incremental recurrent expenditures incurred by the PIU on account of the Project implementation including local contractual support staff salaries, employment benefits, travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle and 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.
25. “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 January 12, 2010, (Grant No. H524-LR), as such agreement

may be amended from time to time and including all appendices, schedules and agreements supplemental thereto.

26. “Original Project” means the Project described in the Original Financing Agreement.
27. “Participating Countries” means, collectively, the Recipient, the Republic of Cape Verde, the Republic of Senegal, and the Republic of Sierra Leone; and “Participating Country” means any of the Participating Countries.
28. “PIU” means the project implementation unit established within the Ministry of Agriculture of the Recipient in accordance with the provisions of Section I.A.3(b) of Schedule 2 to this Agreement.
29. “Port Authority” means the Recipient’s agency charged with managing the port of Monrovia.
30. “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.
31. “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.
32. “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 January 12, 2010 (Grant No. H524-LR), as such agreement may be amended from time to time and including all appendices, schedules and agreements supplemental thereto.
33. “Project Implementing Entity” means the CSRP.
34. “Project Implementing Entity’s Legislation” means the CSRP Treaty.
35. “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.

36. “Project Operational Manual” means the manual adopted by the Recipient on March 23, 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.
37. “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.
38. “Regional Process Framework” means the 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 by agreement between the Recipient and the World Bank.
39. “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(a) of Schedule 2 to this Agreement.
40. “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.
41. “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.
42. “Social and Environmental Safeguard Frameworks” means, collectively, the Environmental Assessment, the Environmental and Social Management Framework, Resettlement Policy Framework and the Regional Process Framework.

43. “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.
44. “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.
45. “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.
46. “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.
47. “UNMIL” means the mission of the United Nations in Liberia.
48. “West Africa” means the coastal region and countries of West Africa, from the Republic of Mauritania to the Republic of Ghana.