

**CONFORMED COPY**

**IDA GRANT NUMBER H335 - LBR**

# **Financing Agreement**

**(Reengagement and Reform Support Program)**

**between**

**REPUBLIC OF LIBERIA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated December 5, 2007**

**IDA GRANT NUMBER H335 - LBR**

**FINANCING AGREEMENT**

AGREEMENT, dated December 5, 2007, entered into between the REPUBLIC OF LIBERIA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, *inter alia*, of: (a) the actions which the Recipient has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement; and (b) the Recipient’s maintenance of an appropriate macro-economic policy framework.

WHEREAS, the Recipient has cleared its arrears to the Association; and

WHEREAS, the Recipient and the Association have agreed to resume the Association’s activities in favor of the Recipient;

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 Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to two hundred and seventy-seven million Special Drawing Rights (SDR 277,000,000) (the “Financing”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in support of the Program in accordance with Section II of Schedule 1 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are May 1 and November 1 in each year.

2.05. The Payment Currency is Dollars.

### **ARTICLE III — PROGRAM**

3.01 The Recipient declares its commitment to the Program and its implementation. To this end:

- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program;
- (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
- (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall exchange views with the Association on any proposed action to be taken after the disbursement of the Financing which would have the effect of materially reversing the objectives of the Program, or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

4.01. The Additional Event of Suspension is when a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

### **ARTICLE V — EFFECTIVENESS**

5.01. The Effectiveness Deadline is the date ninety (90) days 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 address:	Telex:	Facsimile:
INDEVAS	248423(MCI)	1-202-477-6391

Washington, D.C.

AGREED at the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF LIBERIA

By: /s/ Charles A. Minor

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Obiageli K. Ezekwesili

Authorized Representative

## **SCHEDULE 1**

### **Program Actions; Availability of Financing Proceeds**

#### **Section I. Actions Taken Under the Program**

The actions already taken by the Recipient under the Program include the following:

1. The Recipient has adopted administrative measures to ensure that the Cash Management Committee at the MOF is fully operational and effective.
2. The Recipient has submitted to the Recipient's Legislature, on May 17, 2007, a bill of law for the approval of its 2007-2008 budget.
3. The Recipient has increased its government's revenues by 16% for the period February 1, 2006 through June 30, 2006, and 74% for the entire fiscal year starting on July 1, 2006 and ending on June 30, 2007, relative to the same periods in the previous fiscal year.
4. The Recipient has met the official criteria to become a candidate country for the Extractive Industries Transparency Initiative.
5. The Contracts and Concessions Review Committee has submitted to the Recipient's President and Chair of EGSC a report on the legality, transparency and public benefit of all concessions and contracts signed under the period of the NTGL.
6. The Recipient has increased tax revenues on international trade by at least 35% for the period February 1, 2006 through June 30, 2006, compared to the same period in 2005, through improved enforcement of pre-shipment inspection and custom regulations.

#### **Section II. Availability of Financing Proceeds**

##### **A. General**

The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.

##### **B. Allocation of Financing Amounts**

The Financing shall be withdrawn in a Single Tranche. The allocation of the amounts of the Financing to this end is set out in the table below:

<b>Allocations</b>	<b>Amount of the Financing Allocated (expressed in SDR)</b>
Single Tranche: Part (A)	271,000,000
Part (B)	6,000,000
<b>TOTAL AMOUNT</b>	<b>277,000,000</b>

**C. Deposits of Financing Amounts**

Except as the Association may otherwise agree:

1. The Recipient shall open and thereafter maintain in Dollars a deposit account: (“Deposit Account B”) designated by the Recipient and acceptable to the Association for the withdrawal of the funds of Part B of the Financing.
2. The Recipient shall ensure that upon each deposit of an amount of the Financing into Deposit Account B, an equivalent amount is accounted for in the Recipient’s budget management system, in a manner acceptable to the Association.

**D. Audit**

Upon the Association’s request, the Recipient shall:

1. have the Deposit Account B audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
2. furnish to the Association as soon as available, but in any case not later than four months after the date of the Association’s request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request; and
3. furnish to the Association such other information concerning the Deposit Account B and their audit as the Association shall reasonably request.

**E. Excluded Expenditures**

The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the

Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.

**G. Closing Date.** The Closing Date is **September 30, 2008.**

## APPENDIX

### Section I. Definitions

1. “Cash Management Committee” means the inter-ministerial committee chaired by the Recipient’s Minister of Finance that regularly approves expenditures for each Recipient’s ministry, agency and office as well as the legislature and judiciary, according to the Recipient’s budget and the sum of cash available for allocation at that moment in the Recipient’s account in the Recipient’s Central Bank of Liberia.
2. “Contracts and Concessions Review Committee” means the Recipient’s Committee, established by EGSC (as hereinafter defined) for reviewing all contracts and concessions entered into by the NTGL (as hereinafter defined) in the period October 15, 2003 to January 15, 2006.
3. “Deposit Account B” means the separate special deposit account in Dollars that the Recipient shall open and maintain in a bank, acceptable to the Association, and on terms and conditions also acceptable to the Association, including appropriate protection against set-off, seizure and/or attachment.
4. “EGSC” means the Recipient’s Economic Governance and Steering Committee.
5. “Excluded Expenditure” means any expenditure:
  - (a) for goods or services supplied under a contract which any national or international financing institution or agency other than the Association or the Bank has financed or agreed to finance, or which the Association or the Bank has financed or agreed to finance under another Financing, credit, grant or loan;
  - (b) for goods included in the following groups or sub-groups of the Standard International Trade Classification, Revision 3 (SITC, Rev.3), published by the United Nations in Statistical Papers, Series M, No. 34/Rev.3 (1986) (the SITC), or any successor groups or subgroups under future revisions to the SITC, as designated by the Association by notice to the Recipient:

Group	Sub-group	Description of Item
112		Alcoholic beverages
121		Tobacco, un-manufactured, tobacco refuse
122		Tobacco, manufactured (whether or not containing tobacco substitutes)
525		Radioactive and associated materials



667		Pearls, precious and semiprecious stones, unworked or worked
718	718.7	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728	728.43	Tobacco processing machinery
897	897.3	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971		Gold, non-monetary (excluding gold ores and concentrates)

- (c) for goods intended for a military or paramilitary purpose or for luxury consumption;
  - (d) for environmentally hazardous goods, the manufacture, use or import of which is prohibited under the laws of the Recipient or international agreements to which the Recipient is a party;
  - (e) on account of any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
  - (f) under a contract with respect to which the Association determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Recipient or other recipient of the Financing proceeds during the procurement or execution of such contract, without the Recipient (or other such recipient) having taken timely and appropriate action satisfactory to the Association to remedy the situation.
6. "Extractive Industries Transparency Initiative" means a coalition of governments, companies, civil society groups, investors and international organizations engaged in a voluntary global compact for improving transparency in countries that are dependent on extractive industries.
  7. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 1, 2005 (as amended through October 15, 2006) with the modifications set forth in Section II of this Appendix.

8. “NTGL” means the National Transitional Government of Liberia as established by the Accra Comprehensive Peace Agreements of 2003, with a tenure from October 14, 2003 to January 16, 2006.
9. “Program” means the program of actions, objectives and policies designed to promote growth and achieve sustainable reductions in poverty and set forth or referred to in the letter dated November 8, 2007 from the Recipient to the Association (Letter of Development Policy) declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution.
10. “Single Tranche” means the amount of the Financing allocated to the category entitled “Single Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

## **Section II. Modifications to the General Conditions**

The modifications to the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005 (as amended through October 15, 2006) are as follows:

1. The last sentence of paragraph (a) of Section 2.03 (relating to Applications for Withdrawal) is deleted in its entirety.
2. Sections 2.04 (*Designated Accounts*) and 2.05 (*Eligible Expenditures*) are deleted in their entirety, and the remaining Sections in Article II are renumbered accordingly.
3. Sections 4.01 (*Project Execution Generally*), and 4.09 (*Financial Management; Financial Statements; Audits*) are deleted in their entirety, and the remaining Sections in Article IV are renumbered accordingly.
4. Paragraph (a) of Section 4.05 (renumbered as such pursuant to paragraph 3 above and relating to *Use of Goods, Works and Services*) is deleted in its entirety.
5. Paragraph (c) of Section 4.06 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

“Section 4.06. *Plans; Documents; Records*

... (c) The Recipient shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing expenditures under the Financing until two years after the Closing Date. The Recipient shall enable the Association’s representatives to examine such records.”

6. Section 4.07 (renumbered as such pursuant to paragraph 3 above) is modified to read as follows:

*Section 4.07. Program Monitoring and Evaluation*

... (c) The Recipient shall prepare, or cause to be prepared, and furnish to the Association not later than six months after the Closing Date, a report of such scope and in such detail as the Association shall reasonably request, on the execution of the Program, the performance by the Recipient and the Association of their respective obligations under the Legal Agreements and the accomplishment of the purposes of the Financing.

7. The following terms and definitions set forth in the Appendix are modified or deleted as follows, and the following new terms and definitions are added in alphabetical order to the Appendix as follows, with the terms being renumbered accordingly:

- (a) The definition of the term “Eligible Expenditure” is modified to read as follows:

“‘Eligible Expenditure’ means any use to which the Financing is put in support of the Program, other than to finance expenditures excluded pursuant to the Financing Agreement.”

- (b) The term “Financial Statements” and its definition as set forth in the Appendix are deleted in their entirety.

- (c) The term “Project” is modified to read “Program” and its definition is modified to read as follows:

“‘Program’ means the program referred to in the Financing Agreement in support of which the Financing is made.” All references to “Project” throughout these General Conditions are deemed to be references to “Program”.