Financing Agreement

(Accelerated Electricity Expansion Project)

between

Republic of Liberia

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated: July 3, 2013
CREDIT NUMBER 5252 -LR

FINANCING AGREEMENT

AGREEMENT dated July 3, 2013, entered into between REPUBLIC OF LIBERIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). 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 credit in an amount equivalent to twenty-three million, four hundred thousand Special Drawing Rights (SDR 23,400,000) (variously, "Credit" and "Financing") to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing 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 Financing 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 The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.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 April 15 and October 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 Dollar.
ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out Parts 2 and 3 of the Project through MLME and cause Part 1 of the Project to be carried out by LEC 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 Events of Suspension consist of the following:

(a) The Project Implementing Entity’s 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

(b) The Project Implementing Entity shall have failed to perform any of its obligations under the Subsidiary Agreement.

(c) The HFO Agreements have been, collectively or separately, in whole or in part, modified, cancelled, terminated or otherwise not enforced or complied with, so as to affect materially and adversely the implementation of the Project or make it improbable that the Project, or a significant part thereof, will be implemented.

(d) The Amended LEC Management Contract has been, in whole or in part, modified, cancelled, terminated or otherwise not enforced or complied with, so as to affect materially and adversely the implementation of the Project or make it improbable that the Project, or a significant part thereof, will be implemented.

4.02. The Additional Events of Acceleration consist of the following, namely that any event specified in paragraphs (a), (b), (c) and (d) of Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:
(a) The Subsidiary Agreement has been executed on behalf of the Recipient and of LEC, in accordance with the provisions of Section I.B of Schedule 2 to this Agreement.

(b) The Recipient has adopted the Project Implementation Manual in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement.

(c) The Recipient has established a Project management team within MLME, through the hiring of a:(i) Project coordinator; and (ii) financial management officer.

(d) The Recipient has caused LEC to hire a finance officer, in accordance with the provisions of Section I.A.2(b) of Schedule 2 to this Agreement.

(e) The Tripartite HFO Agreement has been entered into by the Recipient, LEC and China Union.

5.02. The Additional Legal Matter consists of the following, namely that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and LEC and is legally binding upon the Recipient and LEC 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 responsible for finance.

6.02. The Recipient’s Address is:

Minister of Finance
Ministry of Finance
P.O. Box 10-9013
Broad Street
Monrovia, Liberia

E-mail: akonneh@mopea.gov.lr

6.03. The Association’s Address is:

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

Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
Washington, D.C.
AGREED at MINISTRY OF FINANCE, July 3, 2023, as of the day and year first above written.

REPUBLIC OF LIBERIA

By

[Signature]

Authorized Representative

Name: Honorable Minister Amara Konneh
Title: Minister of Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Ms. Inguna Dobraja
Title: Country Manager for Liberia
SCHEDULE 1

Project Description

The objectives of the Project are to increase access to electricity and strengthen the institutional capacity in the electricity sector.

The Project consists of the following parts:

Part 1: Extension of Electricity Transmission and Distribution Systems

A. **Monrovia-Kakata distribution and transmission.** Increasing access to electricity services, through the extension of electricity transmission and distribution systems, including: (i) construction of a 66 kV sub-transmission line between the Painsville substation in Monrovia and Kakata; (ii) construction of a 66/22 kV substation in Kakata; and (iii) construction of 22 kV and low voltage distribution lines and connections to new consumers in Monrovia and Kakata and along the Monrovia-Kakata Corridor.

B. **City of Monrovia.** Increasing access to electricity services to household consumers and large institutional consumers in selected areas of Monrovia, through the extension of the electricity distribution system, including the construction of infrastructure for distribution lines and related connections in Painsville and its surrounding areas.

C. **Analytical Support.** Carrying-out of a program for the development and implementation of related preparatory activities, including required design studies, ESIAs and RAPs, provision of advisory services and strengthening the capacity of a Project management team within LEC.

Part 2: Construction of HFO Facilities for Off-loading, Transport & Storage and Support for Optimization of HFO procurement

A. **HFO Facilities.** Installation of HFO transport and storage facilities, including: (i) construction of a pipeline connecting BMC Pier and Bushrod Island; (ii) construction of a pump station; and (iii) construction of a storage tank at Bushrod Island with a storage capacity of approximately 16,200 m³ (collectively, the “HFO Facilities”).

B. **Analytical Support.** Carrying-out of a program for the development and implementation of related preparatory activities, including required design studies and engineering services, ESIAs.
C. **HFO Market.** Provision of advisory services to MLME on commercial HFO international market practices, including on the optimization of HFO procurement in international markets and the definition of HFO fiscal regime and a pricing regime for electricity generation, imports and sales.

**Part 3: Support for the Expansion of Supply Options and for the Strengthening of the Sector's Institutional Capacity**

A. **Options for Lower Cost Supply and Sector Planning.** Preparation of studies and strengthening of the institutional capacity and provision of advisory services to MLME on legal, technical and commercial aspects to attract private investment for thermal generation.

B. **MLME.** Strengthening the institutional capacity of, and provision of operational support to, MLME in order to ensure the proper management, monitoring and evaluation of the Project, and the preparation of timely audit reports.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Ministry of Lands, Mines and Energy (“MLME”)

   (a) The MLME shall have the overall responsibility for the implementation of the Project. Notwithstanding the foregoing, MLME shall be primarily responsible for the implementation of Parts 2 and 3 of the Project.

   (b) The Recipient shall maintain throughout Project implementation the Project management team within the MLME, with mandate, composition and resources satisfactory to the Association, and supported by qualified and experienced staff in adequate numbers, to be responsible for overall Project coordination and management.

2. Liberia Electricity Corporation (“LEC”)

   (a) The Recipient shall vest the responsibility for implementation of part 1 of the Project in LEC (“Project Implementing Entity”).

   (b) The Recipient shall cause LEC to maintain throughout Project implementation a Project management team within LEC, with mandate, composition and resources satisfactory to the Association, and supported by qualified and experienced staff in adequate numbers, to be responsible for implementation of Part 1 of the Project.

   (c) No later than October 31, 2015, the Recipient shall cause LEC to submit the LEC Management Plan, in form and substance satisfactory to the Association.

B. Subsidiary Agreement

1. To facilitate the carrying out of LEC’s Parts of the Project, the Recipient shall make the portion of the proceeds of the Financing allocated from time to time to Categories (1) and (2) of the table set forth in Section IV.A.2 of this Schedule available, in the form of a grant, to LEC under a subsidiary agreement between the Recipient and LEC, under terms and conditions acceptable to the Association (“Subsidiary Agreement”).
2. The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, waive or fail to enforce any provision of the Subsidiary Agreement if any such action may, in the opinion of the Association, materially or adversely affect the implementation of the Project.

C. Other Arrangements

1. **Project Implementation Manual**

   (a) The Recipient shall:

      (i) prepare in accordance with terms of reference acceptable to the Association and furnish to the Association for its review and approval a proposed implementation manual for the Project containing detailed: (A) administrative; (B) procurement; (C) financial management; (D) monitoring and evaluation procedures and arrangements for the Project, and (E) detailed implementation arrangements and responsibilities, including the Recipient's required counterpart funding, to ensure proper implementation of the Project and coordination among the various stakeholders.

      (ii) afford the Association a reasonable opportunity to exchange views with the Recipient on said plan; and

      (iii) thereafter adopt such Project implementation manual as shall have been approved by the Association (“PIM”).

   (b) The Recipient shall ensure that the Project is carried out in accordance with the PIM, and shall not amend or waive any of its provisions without the prior written agreement of the Association.

   (c) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

2. **Annual Work Plans**

   (a) The Recipient shall prepare and furnish to the Association for its approval, not later than March 31st in each year during the implementation of the Project, an annual work plan covering all activities proposed to be carried out in the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of such
activities; and (b) a proposed budget and financing plan for such activities, including counterpart funding required for the purpose.

(b) The Recipient shall afford the Association a reasonable opportunity to exchange views with it on such proposed plan and budget, and thereafter allocate the necessary counterpart funds and implement or cause to be implemented the Project during such following calendar year in accordance with such annual work plan, and on the basis of such budget, as shall have been approved by the Association.

3. **HFO Legal Framework**

In order to allow the right of use of the BMC Pier for the HFO off-load and the construction, operation and maintenance of the pipeline connecting the BMC Pier with the Bushrod Island, the Recipient, China Union and LEC shall enter into a tripartite HFO agreement under terms and conditions satisfactory to the Association ("Tripartite HFO Agreement"), including terms and conditions governing the parties respective responsibilities with respect to the social and environmental matters.

D. **Anti-Corruption**

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

E. **Safeguards**

1. Without limitation to any provisions within this Agreement, the Recipient shall, except as otherwise agreed in writing by the Association:

   (a) implement the Project, or cause it to be implemented, in accordance with the ESMF and RPF;

   (b) in case of any activity under the Project requiring the adoption of an ESIA, ESMP, RAP or OSRP, as the case may be:

      (i) proceed to have such ESIA, ESMP, RAP or OSRP, as the case may be: (A) prepared in accordance with the applicable framework; (B) submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and

      (ii) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, ESMP, RAP or OSRP; and
in the case of any resettlement activity under the Project involving Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before necessary resettlement measures consistent with the RAP are in place, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, prior to displacement.

2. Without limitation upon the obligation under paragraph 1 of this Part C, the Recipient shall cause China Union to carry out all activities related to HFO off-load at the BMC Pier at all times in compliance with the Association's safeguards policies and procedures and the ESMF, ESIA, ESMPs and OSRP, as applicable.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress 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 indicators acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

2. Thirty (30) months after the Effective Date, or such later date as may be agreed upon by the Recipient and the Association, the Recipient shall, in conjunction with the Association, carry out a mid-term review of the Project (the "Mid-term Review"), covering the progress achieved in the implementation of the Project. The Recipient shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association not less than three (3) months prior to the beginning of the Mid-term Review, or on such later date agreed upon with the Association in writing, a report integrating the results of the monitoring and evaluation activities performed pursuant to this Agreement, on the progress achieved in the carrying out of the Project during the period preceding the date of such report, and setting out the measures recommended to ensure the efficient carrying out of the Project and the achievement of the objective of the Project during the period following such date. Following the Mid-term Review, the Recipient shall act promptly and diligently in order to take, or cause to be taken, any corrective action deemed necessary by the Association to remedy any shortcoming noted in the carrying out of the Project in furtherance of the objective of the Project.
B. Financial Management, Financial Reports and Audits

1. The Recipient 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. The Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, 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, commencing with the fiscal year in which the first withdrawal was made. 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.

4. The Recipient shall, within four (4) months from the Effective Date, hire an external auditor with terms of reference and qualification satisfactory to the Association.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing 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 Financing 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 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 2 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, 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: (a) Limited International Bidding; (b) National Competitive Bidding, subject to the following additional provisions: (a) foreign bidders shall be allowed to participate in National Competitive Bidding procedures; (b) bidders shall be given at least one month to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later; (c) no domestic preference shall be given for domestic bidders and for domestically manufactured goods; and (d) in accordance with paragraph 1.14(e) of the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that: (i) the bidders, suppliers, contractor and subcontractors shall permit the Association, at its request, to inspect their accounts and records relating to the bid submission and performance of the contract, and to have said accounts and records audited by auditors appointed by the Association: and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to an obstructive practice as defined in paragraph 1.14(a)(v) of the Procurement Guidelines; (c) Shopping; and (d) 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 methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; and (f) Single-source procedures for the Selection of 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.

E. Procurement Specialist

1. The Recipient shall, not later than three (3) months from the Effective Date, hire a procurement specialist for the procurement unit within the MLME, under terms of reference and with qualifications satisfactory to the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing 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 Financing (“Category”), 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:
### Percentage of Amount of the Expenditures to be Grant Allocated Financed

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consultants' services,</td>
<td>7,100,000</td>
<td>100%</td>
</tr>
<tr>
<td>Training and Operating Costs under Part 1.A of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants' services,</td>
<td>6,300,000</td>
<td>100%</td>
</tr>
<tr>
<td>Training and Operating Costs under Parts 1.B and 1.C of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants' services,</td>
<td>10,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>Training and Operating Costs under Parts 2 and 3 of the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>23,400,000</td>
<td></td>
</tr>
</tbody>
</table>

### B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made under Category (1), unless and until the Amended LEC Management Contract, in form and substance satisfactory to the Association, has been entered into between the Recipient (through MLME), LEC and MHI and the Association has received a legal opinion from counsel acceptable to the Association, in form and substance satisfactory to the Association, that the Amended LEC Management Contract has been duly authorized or ratified by the Recipient, LEC and MHI, and is legally binding upon the Recipient, LEC and MHI in accordance with its terms.

2. The Closing Date is June 30, 2018.
Section V. Other Undertakings

A. LEC Management Contract

1. The Recipient shall take all measures necessary on its part to ensure that the Project Implementing Entity shall, at all times, carry out its obligations, set forth in Section IV of the Schedule to the Project Agreement, effectively and in a timely manner.

2. Without limitation upon the provisions of Paragraph 1 of this Section V, and except as the Association shall otherwise agree, the Recipient shall exercise its rights and carry out its obligations under any material energy-related contract or arrangement in a manner which shall not adversely affect the financial condition of the Project Implementing Entity or its ability to perform any of its obligations under the Project Agreement. In the event that the Recipient shall have exercised its rights or carried out its obligations under any such energy-related contract or arrangement in a manner which, independent of the Project Implementing Entity’s own actions, adversely affects the financial condition of the Project Implementing Entity or its ability to perform any of its obligations under the Project Agreement, the Recipient shall compensate the Project Implementing Entity on account of such contract or arrangement so as to ensure the continuing ability of the Project Implementing Entity to accomplish the objective of the Project.

B. Counterpart Funding

1. The Recipient will provide adequate counterpart funding for the Project, in accordance with the counterpart funding requirements set out in the PIM and Annual Work Plans.
## SCHEDULE 3

**Repayment Schedule**

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each April 15 and October 15:</td>
<td></td>
</tr>
<tr>
<td>commencing October 15, 2023, to and including April 15, 2033</td>
<td>1%</td>
</tr>
<tr>
<td>commencing October 15, 2033, to and including April 15, 2053</td>
<td>2%</td>
</tr>
</tbody>
</table>

* 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. “Affected Persons” means persons who, on account of an involuntary taking of land under the Project, had or would have their: (a) standard of living adversely affected; or (b) right, title or interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; or (c) access to productive assets adversely affected, temporarily or permanently; or (d) business, occupation, work or place of residence or habitat adversely affected, temporarily or permanently; and “Affected Person” means any of the Affected Persons.

2. “Amended LEC Management Contract” means the amendment to the LEC Management Contract to be executed among LEC and MIH pursuant to which MIH shall extend its management services area to include Kakata.

3. “Tripartite HFO Agreement” means the legal agreement to be entered into by the Recipient, China Union and LEC, in accordance with Section I.C.3(a) of to Schedule 2 to this Agreement, as such agreement may be amended from time to time with the prior written agreement of the Association, and such term includes any schedules and annexes of said agreement.

4. “Annual Work Plan” means the work plan prepared for each year of implementation of the Project, in accordance with Section I.C.2 of Schedule 2 to this Agreement.


6. “BMC Pier” means the portion of the Freeport of Monrovia that is subject to concession to China Union under the Mineral Development Agreement.

7. “Board of Directors” means LEC’s board of directors as per the Project Implementing Entity’s Legislation.

8. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

9. “China Union” and “CU” mean, collectively, China-Union (Hong Kong) Mining Co., Ltd. and China-Union Investment (Liberia) Bong Mines Co., LTD and any successor thereto.

11. “Environmental and Social Impact Assessment” and “ESIA” mean, for a given Project activity, the environmental and social impact assessment of said activity prepared pursuant to the ESMF, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to same initial consultation and disclosure requirements carried out for the ESMF.

12. “Environmental and Social Management Framework” and “ESMF” mean the Environmental and Social Management Framework prepared by the Recipient for the Project, disclosed at the Association’s Infoshop on April 5th, 2013, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to same initial consultation and disclosure requirements carried out for the ESMF.

13. “Environmental and Social Management Plan” or “ESMP” each means, for a given Project activity, the environmental and social action plan of said activity prepared pursuant to the ESMF, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to same initial consultation and disclosure requirements carried out for the ESMF.


15. “HFO” means heavy fuel oil.

16. “HFO Agreements” means (i) the Mineral Development Agreement; and (ii) the Tripartite HFO Agreement.

17. “kV” means kilovolt.

18. “LEC Management Contracts” means, collectively: (i) the Management Contract; and (ii) the Amended LEC Management Contract.

19. “LEC Management Plan” means a plan approved by LEC’s Board of Directors, designed to ensure the management viability of LEC in the next five (5) years following the termination of the LEC Amended Management Contracts.


23. "Ministry of Lands, Mines and Energy" and "MLME" mean the Recipient’s ministry responsible at the time for lands, mines and energy.

24. "Monrovia-Kakata Corridor" means the electricity transmission area connecting Monrovia to Kakata, starting from Painsville substation and ending in and including the city of Kakata.

25. "Oil Spill Response Plan" and "OSRP" mean, for any activity under Part 2.A of the Project, the set of actions for the prevention of, and response to, potential releases of HFO under the Project.

26. "Operating Costs" means incremental recurrent expenditures incurred on account of Project implementation, including: local contractual support staff salaries; travel expenditures and other travel-related allowances; equipment rental and maintenance; vehicle 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.


28. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated April 5, 2013, 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.

29. "Project Implementation Manual" or "PIM" each means the Recipient’s manual for the implementation of the Project, to be prepared and adopted by the Recipient in accordance with Section I.C.1 of Schedule 2 to this Agreement, as such manual may be amended from time to time with the prior written agreement of the Association, and such term includes any schedules and annexes of said manual.

30. "Project Implementing Entity" and "LEC" mean the Liberia Electricity Corporation, established pursuant to the Project Implementing Entity’s Legislation.

32. "Resettlement Action Plan" and "RAP" mean, for a given Project activity, the resettlement action plan of said activity prepared pursuant to the RPF, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to same initial consultation and disclosure requirements carried out for the RPF.

33. "Resettlement Policy Framework" or "RPF" means the Resettlement Policy Framework prepared by the Recipient for the Project, disclosed at the Association’s InfoShop on April 5, 2013, as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the Association and subject to same initial consultation and disclosure requirements carried out on for the RPF.

34. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity.

35. "Training" means the training of persons under the Project, including seminars, workshops, knowledge sharing activities 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.