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OFFICIAL DOCUMENTS

GEF GRANT NUMBER TF0A3530

Global Environment Facility
Grant Agreement

(Additional Financing - West Africa Regional Fisheries Project under the West Africa Regional Fisheries Program)

between

REPUBLIC OF GUINEA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

(acting as an Implementing Agency of the Global Environment Facility)

Dated February 24 **, 2017**

GEF GRANT NUMBER TF0A3530

GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated _____, 2017, entered into between the REPUBLIC OF GUINEA ("Recipient") and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

WHEREAS:

(A) the Recipient has agreed to participate in the second phase of a program designed under a series of projects to sustainably increase the overall wealth generated by the exploitation of the marine fisheries resources of West Africa and the proportion of that wealth captured by West African countries, by: (i) strengthening their respective capacity to sustainably govern and manage their fisheries; (ii) reducing illegal unreported and unregulated fishing; and (iii) increasing the value and profitability generated by fish resources and the proportion of that value captured by the respective countries ("Program");

(B) the Recipient, having satisfied itself as to the feasibility and priority of the project ("Project", as described in Schedule 1 hereto), has requested the GEF to assist in the financing of the Project;

(C) Parts A.3 and D.2 of the Project will be carried out by the *Commission Sous-Régionale des Pêches* ("CSRP" or "Project Implementation Entity"), with the Recipient's assistance and, as part of such assistance, the Recipient will make a portion of the proceeds of the grant provided for in Article II of this Agreement available to the Project Implementing Entity as set forth in this Agreement; and

(D) WHEREAS, the World Bank has also agreed, on the basis, *inter alia*, of the foregoing, and acting as an implementing agency of the GEF, to extend the GEF grant provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the World Bank and CSRP ("Project Agreement");

NOW THEREFORE, 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 February 15, 2012 ("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 this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out Parts A.1, A.2, A.4, A.5, A.6, B, C and D.1 of the Project through the Ministry of Fisheries, Aquaculture, and Maritime Economy and cause Parts A.3 and D.2 of the Project to be carried out by the Project Implementing Entity, 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.

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 not to exceed five million United States Dollars ($5,000,000) ("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 abovementioned Global Environment Facility for which the World Bank receives periodic contributions from the donors to the Global Environment Facility. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor under the abovementioned Global Environment Facility, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies of the World Bank

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:

(a) The CSRP Treaty has been amended, suspended, abrogated, supplemented, replaced or waived so as to affect materially and adversely the ability of CSRP to perform any of its obligations under the Project Agreement or to achieve the objective of the Project; and

(b) 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 obligations or so as to otherwise affect materially and adversely the ability of the Recipient or CSRP to perform any of its obligations under this Agreement or the Project Agreement, as the case may be, or to achieve the objectives of the Project.

Article V
Effectiveness; Termination

5.01. This Agreement and the Project Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that:

(a) The Subsidiary Agreement, in form and substance satisfactory to the World Bank, has been executed on behalf of the Recipient and CSRP; and

(b) If the World Bank so requests, the condition of CSRP, as represented or warranted to the World Bank at the date of the Project Agreement, has undergone no material adverse change after such date.

(c) The Recipient has adopted the Project Implementation Manual, both in form and substance satisfactory to the World Bank.

5.02. (a) Except as the Recipient and the World Bank shall otherwise agree, this Agreement and the Project Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient and CSRP notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date").

(b) 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 under the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred

to in paragraph (a) of this Section until such event (or events) has (or have) ceased to exist.

5.03. (a) The Effective Date shall be no later than one hundred twenty (120) days after the date of this Agreement ("Effectiveness Deadline").

(b) This Agreement and the Project Agreement and all obligations of the parties therein shall terminate if this Agreement and the Project Agreement have not entered into effect by the Effectiveness Deadline specified in sub-paragraph 5.03(a) above, unless the World Bank, after consideration of the reasons for the delay, establishes a later Effectiveness Deadline for the purposes of this Section. The World Bank shall promptly notify the Recipient and CSRP of such later Effectiveness Deadline.

Article VI
Recipient's Representative; Addresses

6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is the minister responsible for finance.

6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Economy and Finance
B.P. 1210
Conakry
Republic of Guinea

Cable:

224-30 41 40 12

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

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

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

AGREED at February 24, _____, as of the day and year first above written.

REPUBLIC OF GUINEA

By:

Ministère de l'Economie et des Finances
Le Ministre
Rép de Guinée

Authorized Representative

Name: Malado KABA

Title: Minister

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
(acting as an Implementing Agency of the Global Environment Facility)

By:

Authorized Representative

Name: RACHID. B RADJO

Title: Country Manager

SCHEDULE 1
Project Description

The objectives of the Project are to strengthen governance and management of targeted fisheries and improve handling of landed catch at selected sites.

The Project consists of the Original Project and the following additional parts:

Part A: Strengthening Good Governance and Sustainable Management of the Fisheries

Building the institutional and human capacity to develop and implement policies and systems for environmentally sustainable, socially equitable and economically profitable use of fishery resources, through the provision of consultants' services and training and the financing of Operating Costs required for:

1. Improving the national legal and regulatory framework governing rights and responsibilities of individuals, entities and communities operating in the fisheries sector.

2. Implementing the institutional reform of the ministry responsible for the fisheries sector and of other supporting institutions that support the ministry for informed decision making and effective implementation of fisheries management policies through capacity development and training.

3. Harmonizing fisheries policies and regulatory frameworks at the regional level and mobilization of high level expertise to support the national reform process of fisheries policies, regulatory and institutional frameworks.

4. Coordinating participation of diverse stakeholders for effective implementation of the strategic vision of the Program.

5. Carrying out relevant scientific research and activities to inform operational planning and management policies, in particular stock assessment campaigns to measure fish resources.

6. Introducing new fisheries management schemes in target fisheries, segments, or communities to align fishing capacity and effort to sustainable catch levels through the preparation and implementation of the fisheries management plans for target species.

Part B: Reducing Illegal, Unreported and Unregulated Fishing

Strengthening fisheries monitoring, control and surveillance ("MCS") systems, to reduce illegal, unreported and unregulated fishing activities, through the provision of consultants' services and training and the financing of Operating Costs required for:

1. Developing and implementation of agreements regarding combating illegal, unreported and unregulated fishing with neighboring countries, including through *inter alia*: (a) facilitiating the process of MCS cooperation through developments of the dashborad process for shared information on industrial fishing vessels, including lincensing and related activities; and (b) supporting the regional training for MCS staff for relationship building, joint skills development, and sharing of on board vessel observers.

2. Conducting participatory MCS activities, including training.

3. Enhancing the effectiveness of fisheries surveillance and strengthening the management of violations.

Part C: Increasing Contribution of the Fish Resources to the Local Economy

1. Developing and adopting fisheries management plans, and their implementation and monitoring for the local communities and user groups, through: (a) facilitiating study tours in advances sites of community fisheries management (b) supporting development and adpation of the managmeent plans; and (c) implementing and monitoring of the managmeent plans, including cost effective environmental information gathering and environmental education.

2. Provision of Livelihood Transfer Grants to selected Livelihood Transfer Grant Beneficiaries in communities to assist them in carrying out livelihood improvement activities.

Part D: Project Management, Monitoring and Evaluation, and Regional Coordination

1. Strengthening the capacity of the Project Implementation Unit for Project management, coordination, monitoring and evaluation and knowledge sharing related to the Project; and

2. Strengthening the CSRP Regional Coordination Unit for effective coordination of the Project activities at the regional level, including: (a) access to an independent panel of experts to provide guidance to the Recipient in the implementation of MCS activities; (b) sustained linkages to the regional fishing vessel register and dashboard maintained by the CSRP under the Program; (c) exchange visits and study tours with the other countries under the Program; and (d) carrying out regional workshops and information sessions on fisheries management.

SCHEDULE 2

Project Execution

Section I. **Institutional and Other Arrangements**

A. Institutional Arrangements at the National Level

1. The Project Implementation Unit

(a) The Recipient, through the Ministry of Fisheries, Aquaculture, and Maritime Economy, shall maintain throughout Project implementation the Project Implementation Unit ("PIU") within its structure, under terms of reference satisfactory to the World Bank. The PIU shall be headed by the Project Coordinator and shall be composed of: (i) an environmental and social safeguard specialist; (ii) a monitoring and evaluation expert; (iii) a procurement specialist; and (iv) an administrative and financial specialist, all with terms of reference, experience and qualifications satisfactory to the World Bank.

(b) The PIU shall be responsible for day-to-day Project coordination and implementation for Parts A.1, A.2, A.4, A.5, A.6, B, C and D.1 of the Project, including:

(i) preparing proposed Annual Work Plans for inclusion in the Project, and updating the Procurement Plan and related budgets and consolidated Project Reports;

(ii) developing a communication and outreach strategy;

(iii) establishing and maintaining of the Project management information system;

(iv) carrying out Project financial management; and

(v) monitoring and evaluating the Project and preparing Project progress reports and monitoring and evaluation reports for the meetings of the National Steering Committee.

2. National Steering Committee

(a) The Recipient shall maintain throughout Project implementation, the National Steering Committee ("National Steering Committee") with a composition, mandate, functions and resources satisfactory to the World Bank, as set forth in the Project Implementation Manual.

(b) Without limitation to sub-paragraph 2(a) immediately above, the National Project Steering Committee shall be responsible for, *inter alia*:

(i) reviewing the proposed Annual Work Plans for the Project, as well as related budgets prepared by the PIU;

(ii) overseeing overall performance of the Project and providing policy guidance; and

(iii) identifying necessary Project adjustments based on monitoring and evaluation results.

B. Institutional Arrangements at the Regional Level

1. Regional Steering Committee

(a) The Recipient shall:

(i) at all times during the implementation of the Project, maintain high level representation and active participation in the Regional Steering Committee ("Regional Steering Committee"); and

(ii) appoint to the Regional Project Steering Committee, and maintain, a representative at the level of the Secretary General responsible for fisheries or other senior official with sufficient decision making authority from its designated Ministry responsible for fisheries.

(b) Without limitation upon the provisions of sub-paragraph 1(a) immediately above, the Regional Steering Committee shall be responsible for, *inter alia*:

(i) reviewing activities proposed to be carried out by CSRP, and the related budgets;

(ii) providing overall policy guidance on the Program;

(iii) developing mechanisms designed to strengthen the collaboration of the Participating Countries in respect of the Program; and

(iv) identifying necessary Program adjustments based on monitoring and evaluation results.

2. Regional Coordination Unit (RCU)

The RCU shall be responsible for coordinating the implementation of CSRP's and the Participating Countries' activities under the Project, including facilitating the Participating Countries to: (a) access to high level expertise to support fisheries policy, legal and regulatory and institutional reform process; (b) form independent panel of monitoring, control and surveillance experts; (c) linkages to a regional fishing vessel register and dashboard; (d) exchange visits and study tours with other countries under the Program; and (e) ongoing fiduciary and monitoring and evaluation.

C. Project Implementation Manual and Regional Operational Manual

1. The Recipient shall carry out Parts A.1, A.2, A.4, A.5, A.6, B, C and D.1 of the Project in accordance with the provisions of the Project Implementation Manual, containing, *inter alia*, detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of Parts A.1, A.2, A.4, A.5, A.6, B, C and D.1 of the Project; (b) procedures and guidelines for budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguards requirements; (e) monitoring, evaluation, reporting and communication; (f) the operating procedures governing Livelihood Transfer Grants and Livelihood Transfer Grant Sub-projects, including, *inter alia,* the eligibility criteria of Livelihood Transfer Grant Beneficiaries, guidelines for selection, approval, implementation, monitoring, and evaluation of Livelihood Transfer Grant Sub-projects, and the terms and conditions for the Livelihood Transfer Grant Agreements; and (g) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for Parts A.1, A.2, A.4, A.5, A.6, B, C and D.1 of the Project.

2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Implementation Manual, without the prior written agreement of the World Bank; provided, however, that in case of any conflict between the arrangements and procedures set out in any of said manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. (a) The Recipient shall ensure that CSRP carries out Parts A.3 and D.2 of the Project in accordance with the provisions and requirements set forth or referred to in the Regional Operational Manual.

   (b) The Recipient shall ensure that CSRP submits recommendations to the World Bank for its consideration for changes and updates of the Regional Operational Manual as may be necessary or advisable during Project implementation in order to achieve the objective of Parts A.3 and D.2 of the Project.

(c) The Recipient shall ensure that CSRP does not assign, amend, abrogate or waive the Regional Operational Manual or any of its provisions without the World Bank's prior agreement.

(d) Notwithstanding the foregoing, if any of the provisions of the Regional Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

D. Subsidiary Agreement

1. For the purposes of carrying out Parts A.3 and D.2 of the Project, the Recipient shall make the proceeds of the Grant allocated from time to time to Category (2) available to CSRP on a grant basis under a subsidiary agreement to be entered into between the Recipient and CSRP, under terms and conditions approved by the World Bank ("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 World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

E. 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 ("Anti-Corruption Guidelines").

F. Annual Work Plans and Regional Annual Work Plans and Budget

1. The Recipient shall prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank not later than November 30 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 ESMF, require the preparation of an ESMP or similar safeguard instrument, or a RAP, the Recipient shall prepare and furnish, together with such proposed work plan, a draft of such ESMP or similar safeguard instrument, or RAP.

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 ESMP or similar safeguard instrument, or RAP and thereafter, shall implement with due

diligence and efficiency such work plan and such ESMP or similar safeguard instrument, or RAP as shall have been approved by the World Bank.

3. (a) The Recipient shall ensure that CSRP prepares, under terms of reference satisfactory to the World Bank, and furnishes to the World Bank not later than November 30 in each calendar year, for the World Bank's consideration, a proposed work plan of activities to be included under Parts A.3 and D.2 of the Project for the following calendar year ("Regional Annual Work Plans and Budget"), such plan to include an implementation schedule and budget and financing plan therefor.

(b) The Recipient shall ensure that CSRP affords the World Bank a reasonable opportunity to review and exchange views with CSRP on such proposed work plan of activities, and thereafter, shall implement with due diligence and efficiency such work plan of activities and budget as shall have been approved by the World Bank.

G. Livelihood Transfer Grants

1. The Recipient shall select and approve Livelihood Transfer Grant Beneficiaries in accordance with the criteria and procedures set forth in the Project Implementation Manual.

2. The Recipient shall review and approve Livelihood Transfer Grant Sub-projects in accordance with the criteria and procedures set out in the Project Implementation Manual. The Recipient shall only make the proceeds of the Livelihood Transfer Grant available to a Livelihood Transfer Grant Beneficiary after the Recipient has entered into a Livelihood Transfer Grant Agreement with the Livelihood Transfer Grant Beneficiary on terms and conditions acceptable to the World Bank, which shall include the Recipient's right to:

(a) suspend or terminate the right of the Livelihood Transfer Grant Beneficiary to use the proceeds of the Livelihood Transfer Grant, or obtain a refund of all or any part of the amount of the said Grant, upon the Livelihood Transfer Grant Beneficiary's failure to perform any of its obligations under the Livelihood Transfer Grant Agreement; and

(b) require each Livelihood Transfer Grant Beneficiary to:

(i) carry out its respective Livelihood Transfer Grant Sub-project with due diligence and efficiency and in accordance with sound technical and financial standards and practices satisfactory to the World Bank, including the requirements set out in the Anti-Corruption Guidelines applicable to the recipients of the Grant proceeds other than the Recipient;

(ii) provide, promptly as needed, the resources required for carrying out the Livelihood Transfer Grant Sub-project;

(iii) procure the goods and/or services to be financed out of the Livelihood Transfer Grant in accordance with the provisions of this Agreement and use such goods and/or services exclusively for the Livelihood Transfer Grant Sub-project;

(iv) enable the World Bank and Recipient to inspect the Livelihood Transfer Grant Sub-project, its operation and any relevant records and documents; and

(v) prepare and furnish to the World Bank and Recipient, all such information as the World Bank and Recipient shall reasonably request relating to the foregoing.

3. The Recipient shall exercise its rights under each Livelihood Transfer Grant Agreement in such manner as to protect the interests of the Recipient and the World Bank to accomplish the purposes of the Grant. Except as the World Bank, the Recipient shall not assign, amend, abrogate or waive any Livelihood Transfer Grant Agreement or any of its provisions.

H. Environmental and Social Safeguards

1. The Recipient shall maintain the ESMF and the RPF and ensure that the Project is implemented in accordance with the provisions of the ESMF, any ESMP or similar safeguard instrument, the RPF, and any RAP, in a manner satisfactory to the World Bank.

2. The Recipient shall not amend or waive any provision of the ESMF or the RPF without the prior written agreement of the World Bank.

3. 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 ESMF, any ESMP, any similar safeguard instrument, the RPF or any RAP, giving details of:

(a) measures taken in furtherance of the ESMF and any ESMP or similar safeguard instrument, or the RPF and any RAP;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF and any ESMP or similar safeguard instrument, or the RPF and any RAP; and

(c) remedial measures taken or required to be taken to address such conditions.

4. The Recipient shall promptly take all remedial measures referred to in paragraph 3 of this Section as shall have been agreed by the World Bank.

I. Monitoring, Control and Surveillance

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 objective of the Program, the Recipient shall ensure at all times that:

1. All MCS activities carried out by the Recipient shall be carried out by civilian authorities under terms of reference limited to fisheries surveillance.

2. In accordance with Section 2.06 of the Standard Conditions, the Recipient shall ensure that all goods, works, services and Operating Costs financed out of the proceeds of the Grant are used exclusively by civilian authorities for the purposes of the Project, and not for any military purpose, or for any criminal investigation, prosecution or proceedings, or for any other purposes unrelated to the objectives 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 monitoring, control and surveillance activities carried out under the Project are audited periodically by an independent expert, 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 expert to conduct the required audits.

J. Registration of Fleet

The Recipient shall, in a manner satisfactory to the World Bank, periodically update the census of the number of artisanal boats operating in the EEZ and submit a record of such update to the World Bank, in form and substance satisfactory to the World Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

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 indicators acceptable to the World Bank. Each Project Report shall cover the period of six calendar months, 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. 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.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, 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 (revised July 2014) ("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 (revised July 2014) ("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 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, 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:

(a) National Competitive Bidding, subject to the additional provisions set forth in paragraph 3 below;

(b) Shopping; and

(c) Direct Contracting.

3. National Competitive Bidding ("NCB") may be used as set forth in sub-paragraph 2(a) immediately above, subject to the following provisions:

(a) Bidding documents acceptable to the World Bank shall be used.

(b) Eligibility to participate in a procurement process and to be awarded a contract financed by the World Bank shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Procurement Guidelines. Foreign bidders shall be allowed to participate in NCB procedures, and foreign bidders shall not be obligated to partner with local bidders in order to participate in a procurement process.

(c) Bidding shall not be restricted to pre-registered firms, and foreign bidders shall not be required to be registered with local authorities as a prerequisite for submitting bids.

(d) No margins of preference of any sort (e.g., on the basis of bidder nationality, origin of goods, services or labor, and/or preferential programs) shall be applied in the bid evaluation.

(e) Joint venture or consortium partners shall be jointly and severally liable for their obligations. Bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids shall be submitted in a single envelope.

(f) An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation and award a contract, but not to exceed thirty (30) days. No further extensions shall be requested without the prior written concurrence of the World Bank.

(g) All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank's prior written concurrence.

(h) Qualification criteria shall be applied on a pass or fail basis.

(i) Bidders shall be given at least twenty-eight (28) days from the receipt of notification of award to submit performance securities.

(j) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.

(k) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the World Bank's policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance.

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 assignments 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;

   (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and

   (g) Single-source procedures for the 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. <u>Withdrawal of Grant Proceeds</u>

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) 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 (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, and consultants' services, and Training (except for Parts A.3, C.2, and D.2 of the Project)	3,600,000	100%
(2) Goods, non-consulting services, and consultants' services, and Training under Parts A.3 and D.2 of the Project	500,000	100%
(3) Livelihood Transfer Grants under Part C.2 of the Project	900,000	100%
TOTAL AMOUNT	5,000,000	

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, except that withdrawals up to an aggregate amount not to exceed $1,000,000 may be made for payments made prior to this date but on or after March 1, 2016, for Eligible Expenditures under Categories (1) and (2).

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is March 1, 2021.

APPENDIX

1. "Annual Work Plans" means the annual work plans for the Project approved by the World Bank in accordance with the provisions of Section I, Part F of Schedule 2 to this Agreement; and "Annual Work Plan" means any of the Annual Work Plans.

2. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.

3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

4. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).

5. "CSRP" means the *Commission Sous-Régionale des Pêches*, the sub-regional fisheries commission established and operating pursuant to the CSRP Treaty.

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 (Mauritania, Senegal, the Gambia, Guinea-Bissau, Guinea, Cape Verde and Sierra Leone), as amended.

7. "Exclusive Economic Zone" or "EEZ" means the Recipient's maritime area beyond and adjacent to the territorial sea and extending up to 200 nautical miles from the baselines from which breadth of the territorial sea is measured, subject to the specific legal regime established in Part V of the UNCLOS.

8. "Environmental and Social Management Framework" or "ESMF" means the framework adopted by the Recipient and disclosed in the Recipient's territory and at the World Bank's *Infoshop* on May 13, 2016, said framework setting out modalities to be followed in assessing the potential adverse environmental and social impacts 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 and Social Management Plan" or "ESMP" means the environmental management plans to be prepared consistent with the ESMF and 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. "Financing Agreement" means the financing agreement for the Original Project between the Recipient and the International Development Association, dated April 14, 2015, as amended to the date of this Agreement (IDA Grant No. D040-GN).

11. "Fisheries Legislation" means the Maritime Fisheries Code, Law No. 95-13 of 15 May 1995; Merchant Navy Code, Law No. 95-23 of 12 June 1995 of the laws of the Recipient, and all relevant implementing regulations established pursuant to the two laws.

12. "Livelihood Transfer Grant" means a grant made or to be made by the Recipient to a Livelihood Transfer Grant Beneficiary, pursuant to the eligibility criteria and governing procedures as set out in the Project Implementation Manual, and out of the proceeds of the Grant allocated from time to time to Category (3) of the table set forth in Section IV.A.2 of the Schedule 2 to this Agreement for the purpose of financing all or a portion of expenditures incurred for goods, works, non-consulting services, consultants' services to carry out a Livelihood Transfer Grant Sub-project, and the term "Livelihood Transfer Grants" means the plural thereof.

13. "Livelihood Transfer Grant Agreement" means an agreement to be entered into between the Recipient and a Livelihood Transfer Grant Beneficiary pursuant to the requirements as set out in the provisions of paragraph G.2 of Section I of Schedule 2 to this Agreement; and the term "Livelihood Transfer Grant Agreements" means the plural thereof.

14. "Livelihood Transfer Grant Beneficiary' means an individual meeting the poverty threshold or vulnerability status as set out in the Project Implementation Manual, and the term "Livelihood Transfer Grant Beneficiaries" means the plural thereof.

15. "Livelihood Transfer Grant Sub-project" an activity to be implemented by a Livelihood Transfer Grant Beneficiary under Part C.3 of the Project pursuant to the requirement of this Agreement and in accordance with the selection criteria and procedures set forth in the Project Implementation Manual; and the term "Livelihood Transfer Grant Sub-projects" means the plural thereof.

16. "MCS" means the monitoring, control, and surveillance of fishing activities.

17. "Ministry of Fisheries, Aquaculture, and Maritime Economy means the Recipient's ministry responsible for fisheries, aquaculture, and maritime economy or any successor thereto.

18. "National Steering Committee" means the committee referred to in Section I.A.2 of Schedule 2 to this Agreement.

19. "Operating Costs" means the incremental expenses incurred by the Recipient's Ministry of Fisheries, Aquaculture, and Maritime Economy and CSRP on account of Project implementation, based on the Annual Work Plans approved by the World Bank pursuant to Section I, Part F, paragraph 1 of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel and *per diem*, excluding the salaries of the Recipient's civil servants.

20. "Original Project" means the Project described in Schedule 1 to the Financing Agreement.

21. "Participating Countries" means, collectively, the Recipient, the Republic of Cape Verde, the Republic of Sierra Leone, the Republic of Liberia, the Republic of Mauritania, and the Republic of Senegal; and "Participating Country" means any of the Participating Countries.

22. "Procurement Guidelines" means 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 (revised July 2014).

23. "Procurement Plan" means the Recipient's procurement plan for the Project, dated August 15, 2016, 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.

24. "Program" means the West Africa Regional Fisheries Program of the CSRP member 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 respective meetings of said Conference. The Program aims to sustainably increase the overall wealth generated by the exploitation of the marine fisheries resources of West Africa and the proportion of that wealth captured by West African countries, by: (i) strengthening their respective capacity to sustainably govern and manage their fisheries; (ii) reducing illegal unreported and unregulated fishing; and (iii) increasing the value and profitability generated by fish resources and the proportion of that value captured by the respective countries.

25. "Project Implementation Manual" means the manual for the Project, adopted by the Recipient for Parts A.1, A.2, A.4, A.5, A.6, B, C and D.1 of the Project, further referred to in Section I, Part C of Schedule 2 to this Agreement, as the same may be amended from time to time with prior written agreement of the World Bank.

26. "Project Implementation Unit" or "PIU" means the Recipient's implementing unit referred to in Section I, Part A, paragraph 1 of Schedule 2 to this Agreement.

27. "RAP" means a resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to the provisions of Section I, Part H, paragraph 1 of Schedule 2 to this Agreement.

28. "Regional Annual Work Plans and Budget" means the CSRP annual work plans and budget for Parts A.3 and D.2 of the Project approved by the World Bank in accordance with the provisions of Section I.D of the Schedule to the Project Agreement, and "Regional Annual Work Plan and Budget" means any of the Regional Annual Work Plans and Budget.

29. "Regional Coordination Unit" and "RCU" means the unit referred to in Section I.B.2 of Schedule 2 to this Agreement.

30. "Regional Steering Committee" means the committee referred to in Section I.B.1 of Schedule 2 to this Agreement.

31. "Regional Operational Manual" means the CSRP manual dated March 14, 2010 for Parts A.3 and D.2 of the Project referred to in Section I, Part C of Schedule 2 to this Agreement, and Section I.C of Schedule 2 to the Project Agreement, as the same may be amended from time to time with prior written agreement of the World Bank.

32. "RPF" means the Recipient's Resettlement Policy Framework adopted by the Recipient and disclosed in the Recipient's territory on October 13, 2016, and at the World Bank's *InfoShop* on October 14, 2016, said framework setting forth the modalities for resettlement and compensation of any persons who may be affected or displaced by any resettlement as a result of the Project, including guidelines for the preparation of the appropriate resettlement plans, as the same may be amended from time to time with the prior written approval of the World Bank.

33. "Standard Conditions" means the World Bank's "Standard Conditions for Grants Made by the World Bank Out of Various Funds," dated February 15, 2012.

34. "Subsidiary Agreement" means the agreement referred to in Section 5.01(a) and Section I, Part D of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Grant available to CSRP.

35. "Training" means costs associated with the participation of personnel involved in Project-supported training activities and workshops, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers, rental of training and workshop facilities,

preparation and reproduction of training and workshop materials, and other costs directly related to a training course or workshop preparation and implementation.

36. "UNCLOS" means the United Nations Convention on the Law of the Sea, United Nations Convention on the Law of the Sea, December 10, 1982, ratified by the Recipient on September 6, 1985.