Financing Agreement

(Smallholder Agriculture Transformation and Agribusiness Revitalization Project)

between

REPUBLIC OF LIBERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
CREDIT NUMBER 6360-LR

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date 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) apply to and form 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 a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount of twenty-five million Dollars ($25,000,000) (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 III of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.

2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.

2.05. The Payment Dates are May 15th and November 15th 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 objective of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

4.01 The Additional Condition of Effectiveness consists of the following: the Recipient has adopted the Project Implementation Manual in a manner satisfactory to the Association.

4.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

4.03. For purposes of Section 10.05 (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 years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is the Minister of Finance and Development Planning.

5.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient’s address is:

Ministry of Finance and Development Planning
P.O. Box 10-9013
Broad Street
Monrovia
Republic of Liberia; and

(b) the Recipient’s Electronic Address is:

E-mail: dtweah@mfdp.gov.lr

5.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association’s address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and
(b) the Association's Electronic Address is:

Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
AGREED as of the Signature Date.

REPUBLIC OF LIBERIA

By

[Signature]

Authorized Representative

Name: Samuel D. Tweah, Jr.
Title: Minister
Date: 02/15/19

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Larisa Leshchenko
Title: Country Manager
Date: February 14, 2019
SCHEDULE 1

Project Description

The objective of the Project is to increase agricultural productivity and commercialization of smallholder farmers for selected value chains in Selected Counties of the Recipient.

The Project consists of the following parts:

Part 1: Institutional Capacity Building and Strengthening the Enabling Environment for Farmers, State and Non-State Actors

Strengthening capacity of farmer-based organizations, key public agencies and private sector entities to deliver priority services necessary to promote competitive commercial agriculture through:

1.1. Strengthening market-oriented smallholder farmer-groups for selected commodity value chains

Strengthening existing and forming of new farmer groups and cooperatives through the carrying out of farmer social mobilization and capacity building activities based on market and farmer demand, including: (a) carrying out a communication strategy and creating awareness of market opportunities; (b) using business development services providers to identify market opportunities for farmers and prepare their business plans; and (c) carrying out trainings on organizational strengthening and entrepreneurship.

1.2. Institutional strengthening for selected government ministries, departments and agencies

Building capacity of, and/or strengthening coordination among ministries, departments and agencies to promote the use of institutional development plans and disbursement-linked or performance-based indicators in the delivery of support services.

1.3. Capacity building for selected private sector and non-state institutions

(a) Building capacity of agribusiness with good business linkage plans with smallholder farmers; (b) Providing technical assistance and training to umbrella bodies representing value chain actors; (c) Supporting the establishment and/or institutionalization of the rice and oil palm value chain stakeholder forum; and (d) building capacity for agribusiness focusing on investing in farmer resilience.
1.4. **Strengthening the enabling environment-policy, regulations and administrative procedures, for agri-business development**

(a) Supporting the preparation of a draft mechanization policy and advocacy to pass ECOWAS protocols; (b) Carrying out awareness workshops about ratification of ECOWAS trade liberalization scheme; and (c) Carrying out convening mechanisms to facilitate and develop an agri-public-private sector forum and policy initiatives.

**Part 2: Enhancing Productivity and Competitiveness**

Improving smallholders' integration in value chains targeted under the Project through establishment of the Liberia Agriculture Commercialization Fund ("LACF") aimed at providing Matching Grants to Selected Beneficiaries through:

2.1. **Investment support for productive linkages between smallholder farmers and agribusiness**

Providing Matching Grants to Beneficiaries participating in, *inter alia*, rice, oil palm and horticulture value chains to finance Subprojects aimed to improve their business productivities, product qualities, business development services and organizational and human capacities and to support productive linkages between the Beneficiaries and agribusinesses under off-taker arrangements or concessionaires.

2.2. **Support to agribusiness and business development service enterprises**

Providing Matching Grants to Beneficiaries to finance Subprojects aimed at creating an ecosystem for the provision of agricultural services demanded by farmer-based organizations, agribusinesses and out-growers.

2.3. **Support to financial institutions**

Providing Matching Grants to Beneficiaries to finance Subprojects aimed at developing suitable financing products, including saving products and services, for targeted value chains and to roll them out in Selected Counties.

**Part 3: Project Management, Monitoring and Evaluation, Citizen Engagement and Contingency Emergency**

Facilitating effective Project coordination, monitoring and evaluation, stakeholder awareness and participation and a response to a possible emergency through:
3.1. **Efficient Project management, monitoring and evaluation**

Strengthening the capacity of PIU staff on Project management, monitoring and evaluation and fiduciary matters.

3.2. **Effective communication and citizen engagement**

Elaboration of a detailed communication strategy aligned to the Project objective, parts and implementation, including identifying a range of methods and tools for Project implementation, capturing and dissemination of Project data at the community level and facilitating public-private sector policy dialogue.

3.3. **Contingency emergency response**

 Provision of immediate response to an Eligible Crisis or Emergency, as needed.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Inter-Ministerial National Project Steering Committee. By no later than one (1) month after the Effective Date, the Recipient shall establish and thereafter maintain, throughout the period of implementation of the Project, an inter-ministerial national Project steering committee with a mandate, composition and resources satisfactory to the Association. Without limitation on the foregoing, said committee shall be chaired by the Recipient’s Minister of MoA or designated representative and comprise relevant representatives from ministries and agencies, and shall meet at least once every year or more often if required for the purposes of, inter alia: (a) reviewing the overall progress of the Project; (b) providing strategic and policy direction on all Project activities; and (c) facilitating the coordination of Project activities.

2. Project Implementation Unit. By no later than one (1) month after the Effective Date, the Recipient, through MoA, shall establish and thereafter maintain, throughout the period of implementation of the Project, a Project implementation unit, with functions and resources satisfactory to the Association, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Association, which shall be responsible for the management and implementation of the Project. Without limitation on the foregoing, said unit shall be headed by one (1) full-time Project coordinator and comprise adequate numbers of financial management, procurement, social, environmental and communication specialists, all with qualifications, experience and terms of reference satisfactory to the Association.

3. Project Implementation Manual. The Recipient shall carry out the Project in accordance with a manual in form and substance satisfactory to the Association ("Project Implementation Manual"). In case of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, this Agreement shall prevail. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the Project Implementation Manual if, in the opinion of the Association, such amendment or waiver may materially and adversely affect the implementation of the Project.
B. Liberia Agriculture Commercialization Fund ("LACF") under Part 2 of the Project

1. **LACF Operational Manual.** The Recipient shall carry out Part 2 of the Project in accordance with the LACF Operational Manual. Except as the Association shall otherwise agree in writing, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the LACF Operational Manual and/or any provision thereof. In the event of a conflict between the provisions of LACF Operational Manual and those of this Agreement, the latter shall govern.

2. **LACF Advisory Committee.** Prior to providing Matching Grants under Part 2 of the Project, the Recipient shall establish and thereafter maintain, throughout the period of implementation of the Project, an advisory committee with a mandate, composition and resources satisfactory to the Association. Without limitation on the foregoing, said committee shall be responsible for, *inter alia*, overseeing the provision of Matching Grants in accordance with the LACF Operational Manual.

3. **LACF Manager.** Prior to providing Matching Grants under Part 2 of the Project, the Recipient shall hire and maintain, throughout the period of implementation of Part 2 of the project, a manager, under terms of reference acceptable to the Association, to be responsible for the management of the Matching Grants.

4. **Matching Grants.** For purposes of implementing Part 2 of the Project, the Recipient shall:

   (a) review and appraise all the Matching Grants’ proposals in accordance with the terms and conditions of the LACF Operational Manual; and

   (b) make a Matching Grant under a Matching Sub-grant Agreement with the respective selected Beneficiary under terms and conditions acceptable to the Association, which shall include, *inter alia*:

      (i) the Beneficiary’s obligations to: (A) carry out the Matching Grant with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association; (B) maintain policies and procedures to enable it to monitor and evaluate the progress of the Matching Grant in accordance with indicators acceptable to the Association; (C) prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association; (D) procure the goods, works and services to be financed out of the Matching Grant in accordance with the provisions of this Agreement; (E) complete the carrying out of the activities financed by the Matching Grant...
before the Closing Date; (F) maintain policies and procedures to enable to monitor the progress of the activities financed by the Matching Grant and the achievement of its objectives; (G) abide by, and comply with, the terms and conditions of the ESMF, the PMP, and the RPF, as applicable; and (H) accept physical or documentary inspection by the Association, in relation to the carrying out of the activities financed by the Matching Grant; and

(ii) the Recipient’s right to suspend or terminate the right of the Beneficiary to use the proceeds of the Matching Grant or obtain a refund of all or any part of the amount of the Matching Grant then withdraw, upon the Beneficiary’s failure to perform its obligations under the Matching Sub-grant Agreement.

C. Safeguards

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the ESMF, the PMP, the RPF and the relevant Safeguard Assessments and Plans.

2. Whenever an additional or revised Safeguard Assessment and Plan shall be required for any proposed Project activity, in accordance with the provisions of the ESMF and the RPF, as the case may be, the Recipient shall:

   (a) prior to the commencement of such activity, proceed to have such Safeguard Assessment and Plan: (i) prepared and publicly consulted on in accordance with the provisions of the ESMF and the RPF, as the case may be; (ii) furnished to the Association for review and approval; and (iii) thereafter adopted and disclosed as approved by the Association, in a manner acceptable to the Association;

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Assessment and Plan; and

   (c) in the case of any resettlement activity under the Project involving Affected Persons, ensure that no displacement shall occur before necessary resettlement measures consistent with the RAP applicable to such activity have been executed, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, prior to displacement.

3. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF, the PMP, the RPF or any Safeguard Assessments and Plans, unless the Association has provided its prior approval therein writing,
and the Recipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.

4. In the event of any conflict between the provisions of any of the ESMF, the PMP, the RPF or the Safeguard Assessments and Plans, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

5. The Recipient shall establish, prior to the carrying out of any activities under the Project, and thereafter maintain until completion of the Project, an independent Grievance Redress Mechanism, acceptable to the Association, as per the requirements of the ESMF, the PMP and the RPF.

D. Annual Work Plan

The Recipient shall:

(a) prepare and furnish to the Association for its review, no later than May 30th, unless otherwise agreed with the Association, in each calendar year throughout the period of implementation of the Project, the proposed annual work plan for all the activities proposed to be included under the Project (including a budget thereof) for the following year;

(b) afford the Association a reasonable opportunity to exchange views with the Recipient on the proposed annual work plan;

(c) thereafter implement the Project during such following year in accordance with the annual work plan as shall have been approved by the Association for such respective year ("Annual Work Plan"); and

(d) not make or allow to be made any changes to the Annual Work Plan without the prior concurrence, in writing, of the Association.

E. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 3.3 of the Project ("Contingent Emergency Response Part"), the Recipient shall:

(a) prepare and furnish to the Association for its review and approval, an annex to the PIM (the "CERC Annex") which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any special institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required thereof ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management
arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) application of any relevant safeguard instruments to the Contingent Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Contingent Emergency Response Part, as such annex may be modified from time to time with the prior written approval of the Association;

(b) afford the Association a reasonable opportunity to review the proposed CERC Annex;

(c) promptly adopt the CERC Annex for the Contingent Emergency Response Part as accepted by the Association;

(d) ensure that the Contingent Emergency Response Part is carried out in accordance with the CERC Annex; provided, however, that in the event of any inconsistency between the provisions of the CERC Annex and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Annex without the prior written approval by the Association.

2. The Recipient shall ensure that no activities are undertaken under the Contingent Emergency Response Part, unless and until the following conditions have been met in respect of said activities:

(a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Contingent Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and

(b) all safeguards instruments as may be required for said activities have been prepared and disclosed in accordance with the CERC Annex, the Recipient has approved all such instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

3. Notwithstanding any provision to the contrary in this Section, Emergency Expenditures required for activities included in Part 3.3 of the Project shall be procured in accordance with the procurement methods and procedures set forth in the CERC Annex.
Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to: (a) finance Eligible Expenditures; and (b) repay the Preparation Advance in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Financing Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, consulting services, Training Costs and Incremental Operating Costs under Parts 1, 3.1 and 3.2 of the Project</td>
<td>9,801,550</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Matching Grants under Part 2 of the Project</td>
<td>14,200,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Emergency Expenditures under Part 3.3 of the Project</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>(4) Refund of Preparation Advance</td>
<td>998,450</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>25,000,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

(a) for payments made prior to the Signature Date;

(b) under Category (2) until LACF Operational Manual has been duly adopted by the Recipient under terms and conditions satisfactory to the Association; or

(c) for Emergency Expenditures under Category (3), unless and until the Association is satisfied, and has notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said expenditures:

(i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred; (B) has furnished to the Association a request to include said activities in the Contingent Emergency Response Part in order to respond to said crisis or emergency; and (C) the Association has agreed with such determination, accepted said request and notified the Recipient thereof;

(ii) the Recipient has prepared and disclosed all safeguards instruments required for said activities, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.E of this Schedule 2 to this Agreement;

(iii) the entities in charge of coordinating and implementing the Contingent Emergency Response Part, has provided sufficient evidence satisfactory to the Association that it has adequate staff and resources for the purposes of said activities; and

(iv) the Recipient has adopted the CERC Annex, as part of the PIM, in form and substance acceptable to the Association, and the provisions of the CERC Annex remain relevant or have been updated in accordance with the provisions of Section I.E of the Schedule to this Agreement so as to be appropriate for the inclusion and implementation of the activities under the Contingent Emergency Response Part.

2. The Closing Date is November 30, 2024.
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 May 15 and November 15, commencing May 15, 2025 to and including November 15, 2056</td>
<td>1.5625%</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 3.05 (b) of the General Conditions.
APPENDIX

Definitions

1. "Affected Persons" means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impacts on the livelihood of such persons.

2. "Anti-Corruption Guidelines" means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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, and as of July 1, 2016.

3. "Beneficiary" means the farmer-based organization, agribusiness, out-grower, small-medium enterprise or financial institution selected in accordance with the criteria set out in the LACF Operational Manual.

4. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. "CERC Annex" means an Annex to the PIM referred to in Section I.E of Schedule 2 to this Agreement, acceptable to the Association to be adopted by the Recipient for the implementation of the Contingent Emergency Response Part.

6. "Contingent Emergency Response Part" means Part 3.3 of the Project, as described in the Schedule 1 to this Agreement.

7. "ECOWAS" means the Economic Community of West African Countries.

8. "Eligible Crisis or Emergency" means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.

9. "Emergency Expenditure" means any of the eligible expenditures set forth in the CERC Annex in accordance with the provisions of Section I.E of Schedule 2 to this Agreement and required for the activities described in such Annex to be financed under the Contingency Emergency Response Part.

10. "Environmental Impact Assessment" or "EIA" means each of the environmental impact assessments to be prepared under the Project in accordance with the ESMF, each such assessment in form and substance satisfactory to the Association, and
defining details of potential environmental risks and adverse impacts associated with the implementation of Project activities, together with an environmental management plan defining measures to manage such risks and impacts; as each assessment may be amended from time to time with prior written consent of the Association.

11. “Environmental and Social management Framework” or “ESMF” means the Project environmental and social management framework duly disclosed on October 17, 2018, acceptable to the Association, setting forth the policy framework, principles, standards, processes and institutional arrangements to be applied under Project to assess potential adverse environmental and social impacts associated with Project activities and the ways to avoid, minimize, mitigate or offset them, including public consultation, disclosure and reporting as well as a description of the process for preparing and approving EMSPs during the implementation of the Project; as such framework may be amended from time to time with the prior written consent of the Association.

12. “Environmental and Social Management Plan” or “ESMP” means each of the environmental and social management plans to be prepared under the Project in accordance with the ESMF, each such plan in form and substance satisfactory to the Association, and defining details of measures to manage potential environmental risks and mitigate, reduce and/or offset adverse environmental and social impacts associated with the implementation of Project activities, together with adequate budget, institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; as each plan may be amended from time to time with prior written consent of the Association.


14. “Grievance Redress Mechanism” means the system to be established and implemented by the Recipient under the Project, which shall meet the requirements set forth in the ESMF and the RPF and be acceptable to the Association, be designed to track complaints regarding the Project, guide resolution of such complaints, and track and publicize resolution of such complaints, as such system may be updated from time to time by prior written agreement between the Recipient and the Association.

15. “Incremental Operating Costs” means incremental expenditures incurred on account of Project implementation including office supplies, vehicles operation and maintenance cost, vehicle rental and fuel costs, maintenance of equipment, communication costs, office rental and moving expenses, utilities expenses, consumables, printing and publication costs, transport and accommodation, per
diem, and salaries of locally contracted support staff (excluding the salaries of Recipient’s civil servants) and other miscellaneous costs directly associated with the Project as shall be agreed with the Association.

16. "LACF Operational Manual" means the manual to be prepared and adopted by MoA, acceptable to the Association, and referred to in Section B.1 of Schedule 2 to this Agreement, setting out the terms and conditions for operating the LACF, including the provision of the Matching Grants; as the same may be revised from time to time with the prior written approval of the Association.

17. "Matching Grant" means the grant to be provided out of the proceeds of the Credit to a Beneficiary under a Matching Sub-grant Agreement.

18. "Matching Sub-grant Agreement" means the agreement between the Recipient and the Beneficiary to finance a Subproject under Part 2 of the Project.

19. "MoA" mean the Recipient’s Ministry of Agriculture, or any successor thereto.

20. "Pest Management Plan" or "PMP" means the pest management plan duly disclosed on October 17, 2018, acceptable to the Association, setting forth measures for the adequate use and control of biological pesticide under the Project; as such plan may be amended from time to time with the prior written consent of the Association.

21. "Preparation Advance" means the advance referred to in Section 2.07(a) of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on September 13, 2017, and on behalf of the Recipient on September 13, 2017.

22. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017, and August 2018.

23. "Project Implementation Manual" or "PIM" means the manual referred to in Section I.A.3 of Schedule 2 to this Agreement.

24. "Resettlement Action Plan" or "RAP" mean each plan acceptable to the Association and to be prepared under the Project in accordance with the RPF in form and substance satisfactory to the Association, and containing, a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms; as
each resettlement action plan may be revised, supplemented or updated from time to
time with the prior agreement between the Recipient and the Association.

25. "Resettlement Policy Framework" or "RPF" mean the framework acceptable to
the Association, disclosed on October 17, 2018, setting out, *inter alia*, the
principles and objectives governing resettlement preparation and implementation,
and a description of the process for preparing and approving resettlement plans
under the Project; as such framework may be revised, supplemented or updated from
time to time with the prior agreement between the Recipient and the Association.

26. "Safeguard Assessment and Plan" means any ESMP and RAP prepared or to be
prepared by the Recipient in accordance with the ESMF and the RPF, as the case
may be, and the provisions of Section I.D of Schedule 2 to this Agreement; and
"Safeguard Assessments and Plans" means, collectively, all such assessments and
plans.

27. "Selected Counties" means the following counties of the Recipient: (a) Bomi;
(b) Grand Cape Mount; (c) Lofa; (d) Nimba; (e) Margibi; and any other county to
be agreed in writing between the Recipient and the Association and reflected in the
Project Implementation Manual.

28. "Signature Date" means the later of the two dates on which the Recipient and the
Association signed this Agreement and such definition applies to all references to
"the date of the Financing Agreement" in the General Conditions.

29. "Subproject" means a set of activities to be carried out under Part 2 of the Project
which have met the criteria set out in the LACF Operational Manual and to be
carried out by the Beneficiary under the terms and conditions of a Matching Sub-
grant Agreement, or any other type of subprojects to be agreed in writing between
the Recipient and the Association and reflected in the LACF Operational Manual.

30. "Training" means expenditures (other than those for consultants' services)
incurred for Project-related study tours, training courses, seminars, workshops and
other training activities, not included under goods or service providers' contracts,
including costs of training materials, space and equipment rental, travel,
accommodation and *per diem* costs of trainees and trainers and trainers' fees, and
other training related miscellaneous costs, all based on an annual budget agreed
with the Association.