Global Environment Facility
Grant Agreement

(MAURITANIA West Africa Regional Fisheries Project –
under the West Africa Regional Fisheries Program)

between

ISLAMIC REPUBLIC OF MAURITANIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
Acting as an Implementing Agency of the Global Environment Facility

Dated April 17, 2015
GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated April 17, 2015, entered into between ISLAMIC REPUBLIC OF MAURITANIA ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF").

WHEREAS: (A) the Recipient and the Republic of GUINEA have agreed to participate in a first phase of a program designed under series of projects ("Program", as further defined in the Appendix to this Agreement) 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 the respective capacity to sustainably govern and manage their fisheries; (ii) reducing illegal fishing; (iii) increasing the value and profitability generated by fish resources and the proportion of that value captured by the respective countries; and (iv) supporting the equitable right allocation across sectors to ensure the redistribution of the benefits derived from fishery resources to the national economy;

(B) the Recipient and the International Development Association (Association), intend to enter into a financing agreement (Financing Agreement) for the purpose of making a grant (Financing) to the Recipient to assist in financing the Project;

(C) Parts A.1(b) and C.2 of the Project will be carried out by the Commission Sous-Régionale des Pêches ("CSRP"), with the Recipient’s assistance and, as part of such assistance, the Recipient will make a portion of the proceeds of the GEF Trust Fund Grant available to CSRP as set forth in this Agreement; and

(D) WHEREAS the World Bank has also agreed, on the basis, inter alia, of the foregoing, to extend the GEF Trust Fund Grant provided for in Article III of this Agreement to the Recipient to assist in financing the Project upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Recipient and the World Bank hereby agree as follows:

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"), with the modifications set forth in Section I of 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 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 (except Part A.1(b)), B and C.1 of the Project through the Ministère des Pêches et de l’Economie Maritime, and cause Parts A.1(b) and C.2 of the Project to be carried out by the CSRP, all in accordance with the provisions of Article II of the Standard Conditions and the Project Agreement.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

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 equal to seven million United States Dollars ($7,000,000) ("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 trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. 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 donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Event of Suspension referred to in Section 4.02(k) of the Standards of Conditions consists of the following, namely, that the CRSP Treaty has been amended, suspended, abrogated, supplemented, replaced or waived so as to affect materially and adversely the ability of CRSP to perform any of its obligations under the Project Agreement or to achieve the objective of the Project.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following condition has been satisfied, namely, that the Financing Agreement has been executed and delivered and all conditions precedent to the effectiveness of said Financing Agreement in respect to the right of the Recipient to make withdrawals under such Agreement (other than the effectiveness of this Agreement) have been fulfilled.

5.02. As part of the evidence to be furnished pursuant to Section 4.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing the following matter, namely, that on behalf of the Recipient, this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 4.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date of one hundred and twenty (120) days after the date of this Agreement (the "Effectiveness Deadline"), unless the World Bank, after consideration of the reasons for the delay,
establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**

**Recipient’s Representative; Addresses**

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

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

Minister of Economic Affairs and Development
Ministry of Economic Affairs and Development
BP 238
Nouakchott
Mauritania

Facsimile:

222-45-25-33-35

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: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Washington DC, USA, as of the day and year first above written.

ISLAMIC REPUBLIC OF MAURITANIA

By

Authorized Representative

Name: H.E. Sidi Ould TAL

Title: Minister of Economic Affairs and Development

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT
Acting as an Implementing Agency of the
Global Environment Facility

By

Authorized Representative

Name: Vera Songwe

Title: Country Director for Mauritania
SCHEDULE 1

Project Description

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

The Project consists of the following 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, in particular:

1. Developing the legal and operational policy framework, and strengthening the institutional capacity for sustainable management of fisheries resources, including: (a) review of relevant national legal and regulatory framework; (b) CRP led monitoring of initial activities to ensure harmonization of fisheries policies and regulatory frameworks with those of other countries under the Program, including the recruitment and the coordination of the Independent Verifiers; (c) carrying out institutional reforms of the Ministry of Fisheries and Aquaculture and other relevant ministries, departments and agencies responsible for fisheries management policies and functions; and (d) coordinating the implementation of the fisheries strategic vision.

2. Strengthening the vessel registration systems for accurate assessment and effective control of fishing capacity, including: (a) strengthening of the registration systems for vessels and boats in all segments, to allow for accurate assessment of the fishing capacity within the EEZ; and (b) introducing access management through tight control over the fishing capacity.

3. Introducing new fisheries management schemes in target fisheries, segments, or communities to align fishing capacity and effort to sustainable catch levels, including, implementing measures to regulate access to fish resources in the artisanal and coastal segment as envisaged in the pertinent managing sector.

4. Strengthening the system of fisheries-related data collection, compilation and management, including transparency in dissemination and communication, including: (a) establishing and operationalization of an economic planning unit for the fisheries sector; and (b) strengthening the integration of the fisheries sector in the Extractive Industries Transparency Initiative.
5. Carrying out a program of activities to promote result-based approach in fisheries management, including a system of incentives for identified institutions, units and individuals for achievement of results under Parts A.2, A.3 and A.4 of the Project, through an eligible expenditure program (Eligible Expenditure Program).

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

1. Improving physical infrastructure to facilitate proper fish handling, including: (a) carrying out a resettlement action plan for the fish market site; (b) fencing the perimeter of the proposed fish market site for security purposes; (c) carrying out construction and sanitation works for the fish market; and (d) carrying out construction of warehouses and administrative buildings associated with the fish market.

2. Carrying out management plans and strengthening the capacity for fish handling, including the developing a management plan and land use plan for landing sites (Tanit PK 93m, PK 114 and N'Diago), and demarcation of boundaries of said sites.

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

1. Strengthening the capacity of the Project Implementation Unit for management and coordination of project activities, monitoring and evaluation of the project, communication of Project activities, and fiduciary (procurement and financial) management, and management of the social and environmental aspects of the Project.

2. Strengthening the CSRP Regional Coordination Unit for effective coordination of the Project activities at the regional level.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

I. At the National Level

1. The Project Implementation Unit

(a) The Recipient, through the Ministère des Pêches et de l'Économie Maritime (Ministry of Fisheries and Maritime Economy), shall establish not later than one (1) month after Effective Date and 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, inter alia, of: (i) an environmental and social safeguard specialist; (ii) a monitoring and evaluation expert; (iii) a procurement specialist; (iv) an administrative and a financial management specialist; and (v) an internal auditor, all with terms of reference, experience and qualifications satisfactory to the World Bank. The Recipient shall, not later than four (4) months after Effective Date, recruit the environmental and social safeguard specialist referred to in paragraph (a)(i) in accordance with Section III.C of Schedule 2 to this Agreement.

(b) The PIU shall be responsible for day-to-day Project coordination and implementation, 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 with a composition, mandate, functions and resources satisfactory to the World Bank, as set forth in the Project Implementation Manual.

(b) Without limitation to Section I.A. 2(a) of 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 the 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.

II. 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; and

(ii) appoint to the Regional Project Steering Committee, and maintain a representative at the level of the Permanent Secretary 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 Section I.A.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;
(ii) 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

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

B. Project Implementation Manual

1. The Recipient shall carry out Parts A (except A.1(b)), B and C.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 A (except A.1(b)), B and C.1 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 communications; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for A (except A.1(b)), B and C.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.

C. Subsidiary Agreement

(a) For the purposes of carrying out Parts A.1 (b) and C.2 of the Project, the Recipient shall make the proceeds of the Grant allocated from the time to Category (3) available to CSRP on a grant basis under a subsidiary grant agreement to be entered into between the Recipient and CSRP under terms and conditions approved by the World Bank ("Subsidiary Agreement").

(b) 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
D. Anti-Corruption

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

E. Annual Work Plans

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, the Annual Work Plans in accordance with Section I.E of Schedule 2 to the Financing Agreement.

2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on such proposed plan.

3. Specific Allocation of Fishing Rights Covenant

The Recipient shall, in a manner satisfactory to the Association, within thirty-six (36) months after the Effective Date, ensure equitable allocation of fishing rights in the octopus industry to respective qualified applicants.

For the purpose of this Section I.D.3, the term “equitable allocation of fishing rights” refers to the allocation of fishing rights that ensures the inclusion of existing participants and protects the interests of vulnerable population in the fishing industry, in particular smaller players in the artisanal segment.

F. Environmental and Social Safeguards

1. The Recipient shall ensure that Part B of the Project is implemented in accordance with the Environmental and Social Impact Assessment (ESIA) and the Resettlement Action Plan (RAP), in a manner satisfactory to the World Bank, and the Recipient shall not amend or waive any provision of the aforementioned documents without the prior written agreement of the World Bank.

2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall collect, compile and furnish to the World Bank on a quarterly basis reports on the status of compliance with the ESIA and the RAP, giving details of measures taken in furtherance of the ESIA and the RAP;
(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESIA and the RAP; and

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

3. The Recipient shall promptly take all remedial measures referred to in paragraph 2 of this Section as shall have been agreed by the World Bank.

4. The Recipient shall: (i) implement measures satisfactory to the World Bank to minimize and mitigate adverse social impacts, if any, especially those affecting poor and vulnerable groups in accordance with the social assessment of the impact of the Project on the management of its fisheries resources; and, (ii) adequately monitor and evaluate the carrying out of said measures in the implementation of the Project and maintain the World Bank suitably informed of the progress thereof, including by means of information to be included in the quarterly reports referred to in paragraph 2 of this Section E.

5. Specific Covenants for Implementation of the RAP

Without limitation to the provisions of Section I.E.1 and 2 above, the Recipient shall:

(a) ensure appropriate compensation, and other compensatory measures as may be necessary, resettlement and rehabilitation of such Affected Persons in accordance with the RAP;

(b) not later than one year after completion of the implementation of the RAP, conduct and submit an audit by an independent qualified resettlement expert to monitor the outcomes of the RAP, including a survey and consultation with Affected Persons, and which audit shall also recommend necessary actions to address shortcomings in the implementation of said RAP;

(c) not later than six months prior to commencement of any works at the Marché aux Poissons de Nouakchott: (a) open and maintain a Project account (Resettlement Project Account) in a commercial bank on terms and conditions satisfactory to the World Bank, including appropriate protection against set-off, seizure or attachment; (b) make payments for the implementation of the RAP, out of the Resettlement Project Account in accordance with the format and modality agreed upon with the World Bank, and in accordance with the guidelines established in the RAP; and (c) ensure that funds deposited into the Resettlement Project Account shall be exclusively used to finance payments of compensation made, or to be
made to the Affected Persons, or resettlement assistance to said Affected Persons; and

(d) ensure effective and adequate oversight of the day-to-day implementation of the RAP, adequate staffing and resources to ensure effective implementation, monitoring and supervision of the RAP.

Section II. **Project Monitoring, Reporting and Evaluation**

**A. Project Reports; Completion Report**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators 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.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

**B. Financial Management; Financial Reports; Audits**

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

4. **Specific Financial Management Covenants**

The Recipient shall, not later than four (4) months after the Effective Date:

(a) appoint an internal auditor in accordance with Section III.C of Schedule 2 to this Agreement, to carry out ex post reviews of the Project transactions; and
(b) appoint an external auditor for the Project in accordance with Section III.C of Schedule to this Agreement.

C. External Controls for Part A.5 of the Project

1. Independent Verification

(a) The Recipient shall, not later than three (3) months after the Effective Date, cause CSRP to appoint external monitoring and evaluation experts ("Independent Verifiers"), to act as third-party verifiers of the proper fulfillment of the DLIs set forth in Schedule 3 to this Agreement.

(b) The Recipient shall cause the Independent Verifiers to carry out, prior to each Withdrawal, an assessment of the level of fulfillment of DLIs set forth in Schedule 3 to this Agreement, and provide to the Recipient and the Association, an Independent Verification Report containing, *inter alia*, said assessment on the fulfillment of the pertinent DLIs and a proposal for disbursement under each Withdrawal.

2. Independent Verification Reports

(a) The Recipient shall cause the Independent Verifiers to furnish to the Association every calendar year starting ten months after the Effective Date, regular reports ("Independent Verification Reports") prepared in accordance with the provisions of the Project Implementation Manual.

(b) The Recipient shall furnish to the World Bank every calendar year starting ten months after the Effective Date, report describing the status of all procurement activities under Part A.5 of the Project as described in the Procurement Plan, as well as expected changes to the Procurement Plan.

(c) The EEPs shall comply with the eligibility criteria and procedures set forth in the Project Implementation Manual.

(d) If, at any time, the World Bank determines that any portion of the financing under the Project: (i) was used for items improperly procured in violation of Section III of this Schedule; (ii) was not used for Eligible Expenditures; or (iii) in case of the EEPs for Part A.5 of the Project, was not supported by evidence of actual spending by the Recipient under said EEPs and/or by evidence of satisfaction of other criteria set forth in this Agreement or in the Project Implementation Manual, the Recipient shall refund any such portion to the World Bank as the World Bank shall specify by notice to the Recipient.
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 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 procedures set forth under paragraph 3 immediately below; (b) Shopping; and (c) Direct Contracting.

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

   (a) Each bidding document and contract financed out of the proceeds of the Financing shall provide that: (a) the bidders, suppliers, contractors and their subcontractors, agents, personnel, consultants, service providers, or suppliers shall permit the World Bank, at its request, to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and to have said accounts and records audited by auditors appointed by the World Bank; and (b) the deliberate and
material violation of such provision may amount to an objectionable practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.

(b) Eligible bidders, including foreign bidders, shall be allowed to participate.

(c) No domestic preference shall be given to domestic contractors and to domestically manufactured goods.

(d) Bidders shall be given adequate response time (at least four weeks) to submit bids from the date of the invitation to bid or the date of availability of bidding documents, whichever is later.

(e) If bidders are authorized to submit an alternative bid with or without a bid for the base case, the bids offered for alternatives meeting the specified requirements shall be evaluated on their own merits.

(f) Bids are awarded to the bidder with the lowest bid evaluated, provided this bidder is qualified.

(g) If the bid resulting in the lowest evaluated bid price appears to be seriously unbalanced or front-loaded in the opinion of the Employer, the Employer may require that the amount of the performance security be increased at the expense of the Bidder at a level sufficient to protect the Employer against financial loss in the event of defaults of the successful Bidder under the Contract.

(h) Provisions related to the use of merit point shall not apply.

(i) Less than three bids submitted shall not be considered as a reason for rebidding.

(j) The evaluated lowest Bidder shall be authorized to complete administrative statement proof.

(k) The lack of anonymity of any offer shall not be a reason for rejection of the offer.

(l) A newly created firm shall not qualify based on the experience of its management staff.

(m) The evaluation committee should not include any Tender Committee Member.
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; 
   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. **Withdrawal of Grant Proceeds**

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.

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:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant 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, consultants’ services and Operating Costs for Parts A (except A.1(b) and A.5) of the Project</td>
<td>6,045,000</td>
<td>90%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, consultants’ services and Operating Costs for Parts B and C.1 Project</td>
<td>75,000</td>
<td>1%</td>
</tr>
<tr>
<td>(3) Goods, works, non-consulting services, consultants’ services, and Operating Costs for Parts A.1(b) and C.2 of the Project</td>
<td>200,000</td>
<td>25%</td>
</tr>
<tr>
<td>(4) Eligible Expenditure Program under Part A.5 of the Project for scheduled DLI disbursement set forth in the DLI Table</td>
<td>680,000</td>
<td>68% of DLI values for the pertinent Project Year</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>7,000,000</td>
<td></td>
</tr>
</tbody>
</table>

For the purpose of the table set forth immediately above, the term “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plans approved by the World Bank pursuant to Section 11 of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, communication costs, office administration costs, utilities, travel per diem, excluding the salaries of the Recipient’s civil servants.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
   (a) for payments made prior to the date of this Agreement; or
   (b) for any scheduled DLI payment under Category 4 unless the Recipient shall have:
i. submitted to the World Bank, in form and substance satisfactory to the World Bank, the applicable Customized Statement of Expenditure, and an Independent Verification Report for the pertinent Project Year, detailing the expenditures incurred under the EE? up to the date on which the withdrawal application shall be submitted; and

ii. by no later than forty-five (45) days after the end of the pertinent Project Year, furnished evidence satisfactory to the World Bank of the achievement of all five (5) DLIs for the actions to be achieved in the third Project Year, which actions are set forth in the DL Table.

2. Notwithstanding the provisions of Section IV.B.1(b) of this Schedule 2, no installment payments shall be made under Category 4 unless, evidence satisfactory to the World Bank has been furnished to the World Bank that the Recipient has achieved all but one DLI under the preceding Project Year, and that due to unavoidable circumstance beyond the control of the Recipient, the pending DLI was/were no longer achievable by its/their due date(s) and/or by the Closing Date.

3. In the event that the World Bank has withheld, or is entitled to withhold, part of the Grant pursuant to paragraph 2 of this Section IV.B.2, the World Bank may, at its sole discretion, authorize, at a later date, the full release of the amount(s) so withheld, if and when the World Bank is satisfied that the respective target DLI(s) has/have been achieved.

4. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 15, 2020.
SCHEDULE 3
Disbursement Linked Indicators (DLIs)

<p>| DLI 1: Number of Reliable fisheries management data regularly available (IR Indicator 1) |
|-----------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|</p>
<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target</td>
<td>6 out of 13 variables are made available</td>
<td>7 out of 13 variables are made available</td>
<td>10 out of 13 variables are made available</td>
<td>12 out of 13 variables are made available</td>
<td>13 out of 13 variables are made available</td>
</tr>
<tr>
<td>DLI Value (USD)</td>
<td>12,750</td>
<td>12,750</td>
<td>38,250</td>
<td>25,500</td>
<td>12,750</td>
</tr>
</tbody>
</table>

The achievement of the DLI target will be measured by assessing the degree of reliable fisheries data that are made available.

The fisheries variables that will be made available include:

1. List of valid fishing licenses from all segments (monthly)
2. List of infractions in artisanal and coastal segments (annually)
3. List of infractions in industrial segment (monthly)
4. Fees from licenses (every trimester)
5. Fees collected under fishing agreements (annually)
6. Fees from infractions (annually)
7. Estimate of octopus catch potential in the EEZ (metric ton estimated) (annual)
8. Fishing effort, in thousands of hours of industrial fleets (by category of vessels) (annual)
9. Volume in tons of fish production (pelagic, demersal cephalopods, and crustaceans) (annual)
10. FOB value of frozen fish exports in thousands of US dollars (current prices), by segment (artisanal and coastal) (annual)
11. FOB price of octopus exports in US dollars per ton (monthly)
12. Value of public and private investments made in the fisheries sector (in US dollars) (annual)
13. Number of shipyard approved by the State serving fisheries units (annual)

The DLI is not scalable.

Verification Protocol:

Verification Entity: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this Agreement.

Data source: The independent entity will verify the achievement of this DLI by reviewing the annual report of the Comité Restreint sur les Statistiques de Pêche (CRSP) to assess whether the fisheries data was made available.

Procedure: The methodology used to assess the data availability is a simple count of the number of the 13 variables that are made available.
### DLI 2: Share of fisheries management data published regularly and made publicly accessible (PDO Indicator 1)

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target</td>
<td>16% of fisheries management data published regularly and made publicly accessible</td>
<td>33% of fisheries management data published regularly and made publicly accessible</td>
<td>50% of fisheries management data published regularly and made publicly accessible</td>
<td>66% of fisheries management data published regularly and made publicly accessible</td>
<td>83% of fisheries management data published regularly and made publicly accessible</td>
<td>N/A</td>
</tr>
<tr>
<td>DLI Value (USD)</td>
<td>27,091</td>
<td>27,091</td>
<td>27,091</td>
<td>27,091</td>
<td>27,092</td>
<td>136,456</td>
</tr>
</tbody>
</table>

#### Description of Achievement

- The achievement of the DLI target will be measured by the extent of fisheries management data that are made publicly accessible to improve transparency in the governance of fisheries.
- Six variables constitute the fisheries management data that are expected to be made publicly accessible:
  - List of valid fishing licenses from all segments (monthly)
  - List of infractions in artisanal and coastal segments (annually)
  - List of infractions in industrial segment (monthly)
  - Fees from licenses (every trimester)
  - Fees collected under fishing agreements (annually)
  - Fees from infractions (annually)

The DLI is not scalable.

#### Verification Protocol

- **Verification Entity:** The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to the Agreement.

- **Data source:** The website of the government agency responsible for fisheries management.

- **Procedure:** The methodology to compute the target value is as follows: Calculation by division of number of accessible fisheries management variables in an equivalent by defined total number of variables (6) x 100. For example, each monthly data will be recorded by 1/12. If this variable is published monthly during the year, its value will be 1. If this variable is published regularly for 6 months, its value will be 0.5.
### DLI 3: Number of fishing vessels operating in the exclusive economic zones should not exceed the ceiling established for each segment (PDO Indicator 3)

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target</td>
<td>“Yes”: number does not exceed ceiling of 7,661 artisanal vessels, 261 coastal vessels, and 245 industrial vessels</td>
<td>“Yes”: number does not exceed ceiling of 7,661 artisanal vessels, 261 coastal vessels, and 245 industrial vessels</td>
<td>“Yes”: number does not exceed ceiling of 7,661 artisanal vessels, 261 coastal vessels, and 245 industrial vessels</td>
<td>“Yes”: number does not exceed ceiling of 7,661 artisanal vessels, 261 coastal vessels, and 245 industrial vessels</td>
<td>“Yes”: number does not exceed ceiling of 7,661 artisanal vessels, 261 coastal vessels, and 245 industrial vessels</td>
<td>N/A</td>
</tr>
<tr>
<td>DLI Value (USD)</td>
<td>34,000</td>
<td>34,000</td>
<td>34,000</td>
<td>34,000</td>
<td>34,000</td>
<td>170,000</td>
</tr>
</tbody>
</table>

This is a proxy measure of the fishing capacity with the intent that the number of vessels should not increase so as to curb the trend of resource degradation.

In the industrial segment, the number of vessel is measured with reference to the number of fishing licenses in annual equivalent. In the artisanal segment, the number of vessels will be calculated based on the number of registered boats and it includes the dominant capacity.

The number of fishing vessels includes foreign vessels.

The indicator will be considered achieved (= “Yes”) if the fleet size is at or below the following values:

- 7,661 artisanal vessels and 261 coastal vessels as indicated in the registry of the Direction de la Pêche Artisanale et Côtière (DPAC), and
- 245 industrial vessels as indicated in the registry of the Direction de la Pêche Industrielle (DPI).

The DLI is not scalable.

**Verification Protocol**

Verification Entity: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this Agreement.

Data source: For artisanal vessels and coastal vessels, the information can be verified in the registry of the Direction de la Pêche Artisanale et Côtière (DPAC), and for industrial vessels, the information can be verified in the registry of the Direction de la Pêche Industrielle (DPI).

Procedure: The indicator will be considered achieved (= “Yes”) if the fishing capacity is at or below 7,661 artisanal vessels, 261 coastal vessels, and 245 industrial vessels.
### DLI 4: Share of fishing vessels registered (IR Indicator 1.2)

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target</td>
<td>100% of Industrial, 50% of Coastal, and 0% of Artisanal fleet is registered</td>
<td>100% of Industrial, 70% of Coastal, and 0% of Artisanal fleet is registered</td>
<td>100% of Industrial, 80% of Coastal, and 25% of Artisanal fleet is registered</td>
<td>100% of Industrial, 85% of Coastal, and 50% of Artisanal fleet is registered</td>
<td>100% of Industrial, 90% of Coastal, and 90% of Artisanal fleet is registered</td>
<td>N/A</td>
</tr>
</tbody>
</table>

| DLI Value (USD) | 20,400 | 20,400 | 20,400 | 20,400 | 20,400 | 102,000 |

#### Description of Achievement

The achievement of the DLI target will be measured by verifying the percentage of registered vessels in industrial, coastal and artisanal segments of the fishing fleet.

Although the artisanal and coastal vessels are already registered, Mauritania will develop a new secure registration system with an unforgeable identification device.

The DLI is not scalable.

#### Verification Protocol

Verification Entity: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this Agreement.

Data source: There are two sources for data verification. The first is located at the Direction de l’Aménagement et de la Recherche Océanographique (DARO), which manages the registry information for both DPI (for the industrial segment) and DPAC (for the coastal and artisanal segments). The second is located at the Direction de la Marine Marchande (DMM) which keeps track of the registration of the country’s fishing fleet.

Procedure: The DLI will be considered achieved if the percentage of registered vessels is at or above the targeted percentage values.
DLI 5: Annual total allowable catch (TAC) in the octopus fishery is distributed in percentage to artisanal, coastal and industrial segments in a "participatory", "transparent", and "scientific" manner (IR Indicator 1.7)

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total (USD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>N/A</td>
</tr>
<tr>
<td>DLI Value (USD)</td>
<td>0</td>
<td>0</td>
<td>56,848</td>
<td>56,848</td>
<td>56,848</td>
<td>170,544</td>
</tr>
</tbody>
</table>

This indicator is based on the observation of the process leading to the distribution of the shares of total annual catch (TAC) in the octopus fishery. Total allowable catch measure is used to ensure stock sustainability without undermining the renewal potential of the stock.

The target value of "0", "1", "2", or "3" will be established in the following way:
- Target value "0" means that the total allowable catch is distributed in a non-participatory, non-transparent, and non-scientific manner.
- Target value "1", "2", or "3" is achieved by the cumulative value of one point each earned if the total allowable catch is distributed in a participatory, transparent, or scientific manner, respectively.
- The maximum score is "3" which is earned if the total allowable catch is distributed in a participatory, transparent, and scientific manner.

The following definitions apply:
- Participatory: Annual publication of results of consultations that include a large number of players and vulnerable populations leading to the distribution of TAC.
- Transparent: Publication of allocation criteria and data based on which TAC distribution will be made.
- Scientific: The distribution should be consistent with biological and economic sustainability adjusted depending on resource availability.

The DLI is not scalable.

Verification Entity: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this Agreement.

Data source: The value will be assessed by examining the annual report of the Institut Mauritanien de Recherche Océanographique et sur les Pêches (IMROI) and for which conclusions are validated by the Conseil Consultatif National pour l'Aménagement et le Développement des Pêcheries (CCNAD), as documented the minutes of their annual meeting.

Procedure: the total annual catch distribution will be assessed against the three parameters of Participatory, Transparent, and Scientific, as per the definitions provided above.
APPENDIX

Definitions

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

2. "Affected Persons" means persons who, on account of the execution of the Project had or would have their: (i) standard of living adversely affected; or (ii) right, title, interest in any house, land (including premises, agricultural and grazing land) or any other fixed or movable asset acquired or possessed, temporarily or permanently; (iii) access to productive assets adversely affected, temporarily or permanently; or (iv) business, occupation, work or place of residence or habitat adversely affected.


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


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

8. "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.

9. "Disbursement-Linked Indicator" or "DLI" means a set of indicators as specified in Schedule 4 to this Agreement; and "Disbursement-Linked Indicators" or "DLIs" means more than one Disbursement-Linked Indicator or DLI.

10. "DLI Table" means the table set forth in Schedule 4 to this Agreement.
11. “EEPs” or “Eligible Expenditure Programs” means a set of defined expenditures for goods, non-consulting services, consultants’ services, training and operating costs made by the Recipient under Part A.5 of the Project.

12. “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.

13. “Environmental and Social Impact Assessment” or “ESIA” means the report dated November 8, 2014, and disclosed in country on December 8, 2014, and in the Association’s Infoshop on December 4, 2014 respectively, describing the set of avoidance, mitigation, enhancement, monitoring, and institutional measures to be taken during construction of the Marché aux Poissons de Nouakchott to avoid, mitigate, offset, or reduce adverse environmental and social impacts to acceptable levels, or to enhance positive impacts.


15. “Independent Verifiers” means the independent verifiers referred to in Section B.1 of Schedule 2 to this Agreement, recruited by the Recipient in order to prepare the Independent Verification Reports.

16. “Independent Verification Report” means the report prepared by the Independent Verifiers in accordance with the details provided in the Project Implementation Manual and, referred to in Section II.C.2 of Schedule 2 to this Agreement, to make disbursement recommendation for each Withdrawal based on the spending status of the Eligible Expenditure Programs under Part A.5 of the Project and their compliance with the DLIs.

17. Ministère des Pêches et de l’Economie Maritime means the Recipient’s ministry responsible for fisheries and maritime economy, or any successor thereto.

18. “Preparation Advance” means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to: (i) the letter agreement signed on behalf of the Association on December 27, 2011 and on behalf of the Recipient on May 13, 2012; (ii) the letter agreement signed on behalf of the Association on May 22, 2014 and on behalf of the Recipient on June 24, 2014; and (iii) the letter agreement signed on behalf of the Association on February 6, 2015 and on behalf of the Recipient on February 10, 2015.

20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated February 6, 2015 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.

21. "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, the Republic of Ghana and the Republic of Liberia, on October 26 – 27, 2007 and December 5, 2008, and set forth in the minutes of the respective meetings of said Conference.

22. "Project Implementing Entity" means the CSRP.

23. "Project Implementing Manual" or "PIM" means the manual adopted by the Recipient pursuant to Section 5.01(b) to this Agreement and referred to in Section I.B of Schedule 2 to this Agreement.

24. "Project Implementing Unit" or "PIU" means the implementing unit established within the Recipient's Ministère des Pêches et de l'Economie Maritime and referred to in Section I.A.1.1 in Schedule 2 to this Agreement.

25. "Project Year" means a period of twelve (12) calendar months, the first such Project Year commencing on the Effective Date and ending twelve calendar months after such date.

26. "Resettlement Action Plan" or "RAP" means the resettlement plan dated November 2014, and disclosed in country on December 8, 2014, and in the Association's InfoShop on December 4, 2014, for the resettlement of Affected Persons in the area around the Marché aux Poissons de Nouakchott in the territory of the Recipient.

27. "Regional Coordination Unit" means the unit referred to in Section I.A.1.2 of Schedule 2 to this Agreement.

28. "Regional Operational Manual" means the "CSRP manual for Parts A.1(b) and C.2 of the Project referred to in Section I.C of the Schedule 2 to the Project Agreement, as the same may be amended from time to time with prior written agreement of the Association.

29. "Regional Annual Work Plans and Budgets" means the CSRP annual work plans for Parts A.1(b) and C.2 of the Project approved by the Association in accordance
with the provisions of Section I.D of the Schedule to the Project Agreement and
"Regional Annual Work Plan" means any of the Regional Annual Work Plans.

30. “Subsidiary Agreement” means the agreement referred to in Section 5.01(a) and
Section I.C 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.

Nations Convention on the Law of the Sea, December 10, 1982 as ratified by the
Recipient.