OFFICIAL DOCUMENTS

DFID GRANT NUMBER: TF0A7690

DFID CO-FINANCING GRANT AGREEMENT

(Smallholder Commercialization and Agri-Business Development Project)

between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of Smallholder Commercialization and Agri-Business Development Project Trust Fund

Dated 10/12/2018
SMALLHOLDER COMMERCIALIZATION AND AGRI-BUSINESS DEVELOPMENT PROJECT

GRANT AGREEMENT

AGREEMENT dated 10/12, 2018, entered into between:

REPUBLIC OF SIERRA LEONE ("Recipient"); and

INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Smallholder Commercialization Agri-Business Development Project Trust Fund, for the purpose of providing co-financing for part B.1 of the Project.

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions


1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, Appendix to this Agreement, and the Appendix to the Financing Agreement, as the case may be.

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: (a) carry out the Project (except for Part A.2.1) through the Ministry of Agriculture, Forestry and Food Security (MAFFS); and (b) cause the Project Implementing Entity to carry out Part A.2.1 of the Project 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 one million eight hundred forty thousand and one hundred fifty United States Dollars (US$1,840,150) ("Grant") to assist in financing part B.1 of 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 donor 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 donor 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 Events of Suspension consist of the following:

(a) the Project Implementing Entity’s Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement;

(b) A representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation or statement furnished by the Project Implementing Entity and intended to be relied upon by the World Bank in making the Financing was incorrect in any material respect.

(c) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement; and

(d) IBRD or IDA has suspended in whole or in part the right of the Project Implementing Entity to make withdrawals under any agreement with IBRD or with IDA because of a failure by the Project Implementing Entity to perform any of its obligations under such agreement or any other agreement with IBRD or IDA.

4.02 The Additional Events of Acceleration consist of the following:
(a) The events specified in paragraphs (a) and (b) of Section 4.01 of this Agreement occur.

Article VI
Recipient's Representative; Addresses

5.01. The Recipient's Representative is its minister responsible for finance.

5.02. The Recipient's Address is:

Ministry of Finance and Economic Development
Treasury Building
George Street
Freetown, Sierra Leone

Facsimile: 232 22 229 060

5.03. The Association's Address is:

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

Cable: Telex: Facsimile:
INDEVAS 248423 (MCI) 1-202-477-6391
Washington, D.C.

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

REPUBLIC OF SIERRA LEONE

By

[Signature]

Authorized Representative

Name: Sake Slay Saffa

Title: MINISTER

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as administrator of Smallholder Commercialization and Agri-Business Development Project Trust Fund

By

[Signature]

Authorized Representative

Name: HENRY KERALI

Title: COUNTRY DIRECTOR
SCHEDULE 1
Project Description

The objective of the Project is to promote smallholder commercialization by fostering productive business linkages between smallholder farmers and selected agribusiness firms and other commodity off-takers in the Recipient’s territory.

The Project consists of the following parts:

**Part A. Support for Agri-Business-Farmer Linkages and Small and Medium Scale Enterprises along Selected Agricultural Value Chains**

**Part A.1 Promoting Out-grower Model for Value-Chain Financing to selected Agri-Businesses linked to Out-Grower schemes**

1. Establishing the Sierra Leone Agri-Business Development Fund (SLADF) and providing Value Chain Finance and related technical advisory services to Value Chain Finance Beneficiaries in the Selected Value Chains to implement Eligible Activities.

**Part A.2 Support for Farmers’ Aggregation**

1. Providing financial resources to the Project Implementing Entity for the provision of concessional Agricultural Loans and technical advisory services to Agricultural Loans Beneficiaries in the Selected Value Chains to implement Eligible Activities.


3. Providing technical assistance and value chain development services to build the capacity of farmers, producer organizations and other value chain actors in the Selected Value Chains.

4. Supporting the capacity building and certification of selected agro-input dealers and linking them to agro-inputs market.

**Part B: Market Access Improvement**

**Part B.1 Feeder Roads Rehabilitation and Maintenance**

1. Rehabilitation and maintenance of selected feeder roads and associated road infrastructure in targeted Districts.

2. Carrying out of studies and assessments to explore options for the financing of feeder roads maintenance.
3. Providing technical assistance and advisory services for the review of the feeder roads policy, training of the Sierra Leone Roads Authority staff and the preparation of District road maintenance plans.

4. Supporting the formation of local community groups and building their awareness and skills to participate in labor based rehabilitation and maintenance of roads.

5. Providing advisory services and Training of selected contractors and the Recipient’s staff in labor based methods for sustainable maintenance of feeder roads.

Part B.2 Support for Aggregation Structures and ICT technologies to facilitate market coordination

1. Constructing and rehabilitating produce aggregation structures.

2. Developing and implementing information and communication technologies to promote accessibility of agri-market information by farmers.

Part C: Capacity Building Support for State and Non-State Institutions and Producer Organizations

1. Carrying out of a program of activities to build the capacity of MAFFS, such activities to include: (a) supporting short term and higher-level training of staff; (b) supporting extension services and the activities of critical divisions within MAFFS including crop, policy, evaluation, monitoring and statistics and agri-business promotion; and (c) supporting the set-up of a Unified Project Implementation Unit.

2. Carrying out of a program of activities to build the capacity of the Ministry of Works, Housing and Infrastructure (MWHI), such activities to include: (a) developing a feeder roads policy and establishing District level feeder roads structures; (b) supporting the training of SLRA and MWHI engineers in relevant areas; (c) training of local contractors on feeder roads rehabilitation and maintenance; and (d) supporting the mobility and operations of engineers.

3. Carrying out of a program of activities to build the capacity of the Ministry of Trade and Industry (MTI), such activities to include: (a) establishing an agribusiness unit within MTI, supplying furniture and equipment, and providing support for the operations of said unit; (b) developing an agri-business strategy; (c) building the capacity of staff to implement the agri-business strategy; (d) building the capacity of entrepreneurs and selected actors along the agri-business value chain; (e) supporting market information related to value-chain development services; and (f) building the capacity of Sierra Leone Investment and Export Promotion Agency (“SLIEPA”) and Sierra Leone Produce Marketing Company
4. Carrying out of a program of activities to build the capacity of Ministry of Local Government and Rural Development (MLGRD) and Local Councils, such activities to include: (a) training relevant staff in project monitoring, social accountability and contract management; (b) supporting the monitoring of Project activities; and (c) supporting relevant mobility and operations of MLGRD and Local Councils.

5. Carrying out of a program of activities to build the capacity of the Sierra Leone Agricultural Research Institute (SLARI), such activities to include: (a) supporting short term and higher-level training of staff; (b) rehabilitating clonal gardens; (c) carrying out of research and studies; and (d) supplying office and laboratory equipment.

6. Carrying out of a program of activities to build the capacity of the Sierra Leone Chamber for Agribusiness Development (SLeCAD), such activities to include: (a) supporting the establishment and operations of an agri-business forum; (b) supporting the recruitment and training of staff; (c) supporting industrial and value chain development; (d) supplying of goods and equipment; and (e) office refurbishment and rehabilitation.

7. Carrying out of a program of activities to build the capacity of the National Farmers Federation of Sierra Leone (NaFFSL), such activities to include; (a) supporting District level structures to carry out farmers' mobilization and sensitization; (b) training staff in relevant skill areas; (c) office refurbishment and rehabilitation; and (d) supporting operations and supplying office equipment.

Part D: **Project Coordination, Monitoring and Evaluation**

Part D.1 **Project Implementation and Coordination**

1. Financing of Operating Costs associated with Project coordination and implementation.

Part D.2 **Project Monitoring and Evaluation, Management Information System**

1. Carrying out of monitoring and evaluation of the Project including carrying out of baseline, mid-term and end term surveys and reviews.

2. Developing and installing a Project management information system.

3. Implementing a communications and outreach strategy for the Project.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Ministry of Agriculture, Forestry and Food Security

1. The Recipient shall designate the Ministry of Agriculture, Forestry and Food Security (MAFFS) to be responsible for overall policy guidance and implementation of the Project.

National Project Steering Committee

2. The Recipient shall establish, not later than the Effective Date, and thereafter maintain throughout Project implementation, a National Project Steering Committee with composition and terms of reference satisfactory to the World Bank and with adequate resources to carry out its responsibilities under the Project.

3. Without limitation on the foregoing, the functions of the National Project Steering Committee shall be to: (a) provide overall coordination and strategic guidance over the Project; (b) endorse annual work plans and procurement plans prior to approval by the World Bank; (c) ensure there is policy and implementation coordination amongst all actors; and (d) review and follow up on implementation progress.

Project Coordination Unit

4. The Recipient shall: (a) maintain throughout Project implementation, the Project Coordination Unit (PCU) with terms of reference, staffing and other resources satisfactory to the World Bank; and (b) assign to the PCU, a Project coordinator, a grants manager, a financial management specialist, a procurement specialist, a value chain development specialist, gender specialist, a monitoring and evaluation specialist and such other staff as may be agreed with the World Bank, all with qualifications, experience, and terms of reference satisfactory to the World Bank.

5. Without limitation on the foregoing: (a) the PCU shall be responsible for the day-to-day administration, financial management and monitoring and evaluation of the Project; and (b) the Recipient shall cause the Environmental Protection Agency to provide safeguards implementation support, monitoring and reporting for the Project.
Sierra Leone Roads Authority and the National Feeder Roads Committee

6. To ensure the proper implementation of Part B.1 of the Project:

(a) (i) the Recipient shall maintain throughout Project implementation, the National Feeder Roads Committee with terms of reference satisfactory to the World Bank and with adequate resources to carry out its responsibilities under the Project; and (ii) without limitation on the foregoing, the functions of the National Feeder Roads Committee shall be to provide overall coordination and strategic oversight over the implementation of Part B.1; and

(b) (i) the Recipient shall maintain throughout Project implementation, the Sierra Leone Roads Authority with an institutional structure, terms of reference satisfactory to the World Bank and with adequate resources to carry out its responsibilities under the Project; and (ii) without limitation on the foregoing, the functions of the Sierra Leone Roads Authority shall be to provide day-to-day technical leadership over the implementation of Part B.1 of the Project.

B. Implementation Arrangements

Project Implementation Manual

1. The Recipient shall: (a) (i) not later than the Effective Date adopt a Project Implementation Manual containing detailed guidelines and procedures for the implementation of the Project, including: administration and coordination; monitoring and evaluation; financial, procurement and accounting procedures; social and environmental safeguards; corruption and fraud mitigation measures including measures to strengthen the accountability framework; roles and responsibilities of various agencies in the implementation of Project, conditions and arrangements on the implementation of the capacity building activities, and such other arrangements and procedures as shall be required for the effective implementation of the Project; and (ii) thereafter carry out the Project in accordance with such Project Implementation Manual as shall have been approved by the World Bank (Project Implementation Manual); and (b) except as the World Bank shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.

2. In case of conflict between the provisions of the Project Implementation Manual and this Agreement, the provisions of this Agreement shall prevail.
Annual Work Plans and Budgets

3. The Recipient shall, not later than November 30 of each year, prepare and furnish to the World Bank, an annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget for the purpose.

4. The Recipient shall exchange views with the World Bank on each such proposed annual work plan, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the World Bank, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the World Bank (Agreed Annual Work Plan).

C. Anti-Corruption

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

D. Safeguards

1. The Recipient shall ensure to carry out the Project in accordance with the provisions of the Environmental and Social Management Framework ("ESMF") and the Resettlement Policy Framework ("RPF").

2. If any Supplemental Social and Environmental Safeguards Instrument is required under any of the Safeguards Instruments, the Recipient shall ensure and cause the Project Implementing Entity or as appropriate to:

   (a) prepare: (i) such Supplemental Social and Environmental Safeguards Instrument in accordance with the applicable Safeguards Instrument; (ii) furnish such Supplemental Social and Environmental Safeguards Instrument to the World Bank for review and approval; and (iii) thereafter adopt such Supplemental Social and Environmental Safeguards Instrument prior to implementation of the activities; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguards Instrument.

3. The Recipient shall ensure that all technical assistance under the Project, application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the World Bank, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the World Bank’s environmental and social safeguards policies and the Recipient’s own laws relating to the environment and social aspects.
4. If any activity under the Project would involve Affected Persons, the Recipient shall: (a) ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under a Supplemental Social and Environmental Safeguards Instrument prepared in accordance with the RPF, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been implemented; and (b) provide from its own resources, any financing required for any measures under sub-paragraph (a) above including any costs associated with land acquisition required for the Project.

5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall for each of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguards Instrument, regularly collect, compile and furnish to the World Bank reports in form and substance satisfactory to the World Bank, on the status of compliance with such Safeguards Instrument including the related Supplemental Social and Environmental Safeguards Instrument, as part of the Project Reports, giving details of:

(a) measures taken in furtherance of the Safeguards Instruments including the Supplemental Social and Environmental Safeguards Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the Supplemental Social and Environmental Safeguards Instruments; and

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

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 the indicators acceptable to the World Bank and set out in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter, 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 and Audits

1. The Recipient shall maintain a financial management system in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall ensure to prepare and furnish to the World Bank not later than forty-five (45) days
after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall ensure to have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each 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. 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 table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:
Procurement Method

<table>
<thead>
<tr>
<th>(a) National Competitive Bidding <em>(Subject to the additional provisions set out in paragraph 3 below)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Shopping</td>
</tr>
<tr>
<td>(c) Procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank and set out in the Project Implementation Manual</td>
</tr>
<tr>
<td>(d) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank and set out in the Project Implementation Manual</td>
</tr>
<tr>
<td>(e) Direct Contracting</td>
</tr>
</tbody>
</table>

3. **Additional National Competitive Bidding (“NCB”) Procedures.** The procedures to be followed for NCB shall be those set forth in the Recipient’s Public Procurement Act (“Act”), provided, however, that said procedures shall be subject to the provisions of Section I and paragraphs 3.3 and 3.4, respectively, of the Procurement Guidelines, and subject to the following additional procedures (i.e. exceptions to the Act):

(a) bidding documents acceptable to the World Bank shall be used;

(b) eligibility to participate in a procurement process and to be awarded an World Bank-financed contract 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; and

(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 table specifies the methods of procurement, other than Quality- and Cost-based Selection, which may be used for consultant services. The Procurement Plan shall specify the circumstances under which such methods may be used:
### Procurement Method

<table>
<thead>
<tr>
<th>(a)</th>
<th>Quality-based Selection</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Least Cost Selection</td>
</tr>
<tr>
<td>(c)</td>
<td>Fixed Budget Selection</td>
</tr>
<tr>
<td>(d)</td>
<td>Selection based on Consultants' Qualifications</td>
</tr>
<tr>
<td>(e)</td>
<td>Single-source Selection of consulting firms</td>
</tr>
<tr>
<td>(f)</td>
<td>Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants</td>
</tr>
<tr>
<td>(g)</td>
<td>Single-source procedures for the Selection of Individual Consultants</td>
</tr>
</tbody>
</table>

### 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 the Proceeds of the Financing

#### A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of Article III of the Standard Conditions, this Section, and such additional instructions as the World Bank shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the 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 Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
<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>Goods, works, consultant services, non-consulting services, Training and Operating Costs under Part B.1 of the Project</td>
<td>1,840,150</td>
<td>such percentage as agreed to among financiers based on annual workplans</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>1,840,150</td>
<td></td>
</tr>
</tbody>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is May 30, 2019.
APPENDIX

Section I. Definitions

1. "Affected Person" means a person who as a result of: (a) the involuntary taking of land under the Project is affected in any of the following ways: (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 the affected person must move to another location; or (b) the involuntary restriction of access to legally designated parks and

2. "Annual Work Plan and Budget" means the program of activities agreed each Fiscal Year between the Recipient and the World Bank for implementation under the Project in accordance with Section I.B.3 of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.


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


6. "District" means an administrative subdivision of the Recipient established pursuant to the Provinces Act, Chapter 60 of the Laws of the Recipient.

7. "Environmental Protection Agency" means the Recipient's agency responsible for the effective protection of the environment and established and operating pursuant to the Environmental Protection Agency Act, 2008 of the Laws of the Recipient.

8. "Environmental and Social Assessment" or "ESIA" means an assessment carried out by the Recipient pursuant to the ESMF on the potential environmental and social impacts of a Sub-Project, evaluating alternatives, and proposing appropriate mitigation, management, and monitoring measures and defining specific measures to be implemented.

9. "Environmental and Social Management Framework" or "ESMF" means the framework dated August 2015, in form and substance satisfactory to the World Bank, prepared by the Recipient, setting out modalities to be followed in assessing the potential adverse environmental and social impact associated with activities to
be implemented under the Project, and the measures to be taken to offset, reduce, or mitigate such adverse impact.


11. “Fiscal Year” means each fiscal year of the Recipient commencing on January 1 and ending on December 31 of the same year.

12. “Ministry of Agriculture, Forestry and Food Security” or “MAFFS” means the Recipient’s ministry responsible for matters relating to agriculture.

13. “Ministry of Local Government and Rural Development” or “MLGRD” means the Recipient’s ministry responsible for matters relating to local development.

14. “Ministry of Trade and Industry” or “MTI” means the Recipient’s ministry responsible for matter relating to trade.

15. “Ministry of Works, Housing and Infrastructure” or “MWHI” means the Recipient’s ministry responsible for matter relating to roads.

16. “National Feeder Roads Committee” means the Recipient’s committee responsible for coordinating feeder road matters and comprising representatives from MWHI, MAFFs, MTI, MLGRD, SLARI, SLRA, RMFA, and the representatives from the Local Councils, and referred to in Section I.A.6 of Schedule 2 to this Agreement.

17. “National Project Steering Committee” means the committee established for purposes of the Project, referred to in Section I.A.2 of Schedule 2 to this Agreement chaired by the minister, MAFFs, and comprising relevant officials from MAFFS, MTI, MWHI, MLGRD, SLARI, SLRA, RMFA, and NAFFSL, and such other staff as the Minister may determine.

18. “Operating Costs” means the expenses incurred on account of Project implementation, based on Annual Work Plans and Budgets approved by the World Bank pursuant to Section I.B.3 of Schedule 2 to this Agreement, including office equipment and supplies, vehicle operation and maintenance, maintenance of equipment, communication and insurance costs, office administration costs, utilities, office rental, consumables, accommodation, salaries and local and international travel costs of Project staff (excluding the salaries of the Recipient’s civil service).

19. “Original Project” means the Project described in Schedule 1 to the Financing Agreement.

21. "Procurement Plan" means the Recipient's procurement plan for the Project, dated January 21, 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.

22. "Project" means the Project described in Schedule 1 to this Agreement.

23. "Project Coordination Unit" or "PCU" means a unit within MAFFS designated to take on the day-to-day financial management, procurement, monitoring and evaluation responsibilities under the Project and referred to in Section I.A.4 of Schedule 2 to this Agreement.

24. "Project Implementation Manual" means the Manual acceptable to the World Bank and referred to in Section I.B.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior agreement of the World Bank.

25. "Project Agreement" means the agreement between the Association and the Project Implementing Entity dated March 14, 2016, to carry out Part A.2.1 of the Project.


27. "Project Implementing Entity’s Legislation" means the Companies Act, Act No. 5 of 2009 of the Laws of the Recipient, pursuant to which the Project Implementing Entity is incorporated and includes the Memorandum and Articles of World Bank of the Project Implementing Entity.

28. "Sierra Leone Road Maintenance Fund Administration" or "RMFA" means the Recipient's agency responsible for the administration of the Road Maintenance Fund, both established and operating under the Road Maintenance Fund Administration Act, Act No.3 of 2010 of the Laws of the Recipient.

29. "Resettlement Action Plan" and "RAP" mean the plan approved by the World Bank for the Project, prepared by a Project Implementing Entity on the basis of the RPF as the said document may be amended and/or supplemented from time to time with the prior written concurrence of the World Bank and subject to the initial consultation and disclosure requirements carried out on the RAP.

30. "Resettlement Policy Framework" and "RPF" mean a framework in form and substance acceptable to the World Bank dated November 2015, prepared by the Recipient and outlining the policies and procedures to be implemented in the event that specific activities implemented under the Project have potentially negative
impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document.

31. “Safeguards Instrument” means each of the ESMF or the RPF.

32. “Sierra Leone Roads Authority” or “SLRA” means the Recipient’s agency responsible for the control, development, maintenance and efficient and reliable management of the national road network and established and operating pursuant to the Sierra Leone Roads Authority Act, Act No. 2 of 1992 of the Laws of the Recipient.

33. “Supplemental Social and Environmental Safeguards Instruments” means an ESIA, a RAP or other supplemental social and environmental safeguards instrument acceptable to the World Bank prepared pursuant to the ESMF or RPF.

34. “Training” means the costs of training under the Project, based on the annual work plans and budgets referred to in Section I.B.3 of Schedule 2 to this Agreement as approved by the World Bank, and attributable to seminars, workshops, and study tours, along with local and international travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.