Global Environment Facility
Grant Agreement

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

between

REPUBLIC OF LIBERIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

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

Dated February 9, 2017
GLOBAL ENVIRONMENT FACILITY
GRANT AGREEMENT

AGREEMENT dated February 8, 2017, entered into between the REPUBLIC OF LIBERIA ("Recipient"); and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

WHEREAS:

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

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

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

NOW THEREFORE, 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 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 the Project through the BNF, all in accordance with the provisions of Article II of the Standard Conditions.

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 United States Dollars ($1,000,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned Global Environment Facility for which the World Bank receives periodic contributions from the donors to the Global Environment Facility. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor under the abovementioned Global Environment Facility, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Effectiveness; Termination

4.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank, namely that the Recipient has adopted the Project Implementation Manual, both in form and substance satisfactory to the World Bank.
4.02. 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 a 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 under the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in paragraph (a) of this Section until such event (or events) has (or have) ceased to exist.

4.03. 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 120 days after the date of this Agreement, 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 V
Additional Remedies of the World Bank

5.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following, namely that the Fisheries Legislation has been amended, suspended, abrogated, repealed, supplemented, replaced or waived so as to render it in contradiction with the Recipient's applicable international obligations or so as to otherwise affect materially and adversely the ability of the Recipient to perform any of its obligations under this Agreement, or to achieve the objectives of the Project.

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 Finance and Development Planning
Ministry of Finance and Development Planning
Broad Street
1000 Monrovia 10
Republic of Liberia
6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable address: INTBAFRAD
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
AGREED at **Monrovia, Liberia**, as of the day and year first above written.

**REPUBLIC OF LIBERIA**

By:

[Signature]

Authorized Representative

Name: **Bawia Kamara**

Title: **Minister**

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

By:

[Signature]

Authorized Representative

Name: **Larisa Leshchenko**

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

The Project consists of the following parts:

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

1. Improving the national legal and regulatory framework governing rights and responsibilities of individuals, entities and communities operating in the fisheries sector;
2. Implementing the institutional reform of the ministry responsible for the fisheries sector and of other supporting institutions that support the ministry for informed decision making and effective implementation of fisheries management policies through capacity development and training; and
3. Introducing new fisheries management schemes in target fisheries or communities to align fishing capacity and effort to sustainable catch levels.

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

1. Expanding the piloting of fishing rights allocation by working on community led fisheries management initiatives in coastal communities;
2. Developing and adopting fisheries management plans, and implementing and monitoring them with local communities and user groups;
3. Strengthening capacity and ability of local communities to manage the landing sites, implement and monitor fisheries management plans; and
4. Developing community projects for cost effective environmental information gathering and environmental education.

**Part C: Project Management, Monitoring, and Evaluation**

Strengthening the capacity of the Project Implementation Unit for Project management, coordination, monitoring and evaluation and knowledge sharing related to the Project.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Ministry of the Recipient in charge of fisheries, through its BNF, shall be in charge of overall Project implementation. To this end, the Recipient shall, throughout Project implementation, maintain the BNF with adequate financial and human resources for the Project.

2. (a) The Recipient shall maintain a Project Implementation Unit (“PIU”) within BNF, with qualified and experienced personnel in adequate numbers, including, inter alia, a coordinator, an accountant, a procurement specialist, and an assistant coordinator, all with qualifications and experience satisfactory to the World Bank.
   (b) Without limitation to sub-paragraph (a) immediately above, 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.

3. (a) The Recipient shall maintain throughout Project implementation, the National Steering Committee (“National Steering Committee”) with a composition, mandate, functions and resources satisfactory to the World Bank, as set forth in the Project Implementation Manual.
   (b) Without limitation to sub-paragraph (a) immediately above, the National Steering Committee shall be responsible for, inter alia:
(i) reviewing the proposed Annual Work Plans for the Project, as well as related budgets prepared by the PIU;

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

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

B. Project Implementation Manual

1. The Recipient shall carry out 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 the Project; (b) procedures and guidelines for budgeting, disbursement and financial management; (c) procurement; (d) environmental and social safeguards requirements; (e) monitoring, evaluation, reporting and communication; and (f) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for 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. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

D. 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, for the World Bank’s consideration, a proposed work plan of activities to be included in the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefor. If any activities proposed for inclusion in the Project would require the preparation of a RAP, the Recipient shall prepare and furnish, together with such proposed work plan and a draft RAP.

2. The Recipient shall afford the World Bank a reasonable opportunity to review and exchange views with the Recipient on such proposed plan and any RAP and
thereafter, shall implement with due diligence and efficiency such work plan and RAP as shall have been approved by the World Bank.

E. Environmental, Social Safeguards, and Compliant Terms of Reference

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

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

3. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall collect, compile and furnish to the World Bank on a quarterly basis reports on the status of compliance with the RPF or any RAP, giving details of:

   (a) measures taken in furtherance of the RPF and any RAP;
   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the RPF and any RAP; and
   (c) remedial measures taken or required to be taken to address such conditions.

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

5. The Recipient shall ensure that: (a) all advisory, analytical, planning, institutional capacity building, strategizing and other such services provided under the Project shall be carried out according to terms of reference, satisfactory to the World Bank, calling for such services to deliver products that take into account, and are consistent with, the PIM, the World Bank’s social and environmental safeguards policies, as well as the Recipient’s own laws relating to the environment and social aspects; and (b) in drafting any regulations under the Project, due attention will be given to said policies and laws.

F. Monitoring, Control and Surveillance

In order to ensure the proper implementation of Part B of the Project and more generally the monitoring, control and surveillance of its coastal fisheries in a manner designed to achieve the objective of the Program, the Recipient shall ensure at all times that:

1. All MCS activities carried out by the Recipient shall be carried out by civilian authorities under terms of reference limited to fisheries surveillance.
2. In accordance with Section 2.06 of the Standard Conditions, the Recipient shall ensure that all goods, works, services and Operating Costs financed out of the proceeds of the Grant are used exclusively by civilian authorities for the purposes of the Project, and not for any military purpose, or for any criminal investigation, prosecution or proceedings, or for any other purposes unrelated to the objectives of the Project.

3. Each surveillance mission carried out by the Recipient shall be:

   (a) governed by detailed protocols prepared in accordance with terms of reference satisfactory to the World Bank, requiring that such missions be: (i) under the operational command or authority of a civilian fisheries officer; and (ii) conducted during a specific time period that is duly recorded and documented; and

   (b) conducted by personnel who have been properly trained in the operation of any equipment used in the surveillance mission.

4. The Recipient shall ensure that all monitoring, control and surveillance activities carried out under the Project are audited periodically by an independent expert, whose qualifications, experience and terms of reference are satisfactory to the World Bank. To this end, the Recipient shall take all measures required on its part, including provision of all information required and access to all relevant sites, to enable the independent expert to conduct the required audits.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of six calendar months, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

B. Financial Management; Financial Reports; Audits

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

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:


   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Non-Consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods and Non-Consulting Services. The following methods, other than International Competitive Bidding, may be used for
procurement of goods and non-consulting services for those contracts specified in the Procurement Plan:

(a) National Competitive Bidding;

(b) Shopping; and

(c) Direct Contracting.

C. Particular Methods of Procurement of Consultants' Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. Other Methods of Procurement of Consultants' Services. The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those assignments which are specified in the Procurement Plan:

(a) Quality-based Selection;

(b) Selection under a Fixed Budget;

(c) Least Cost Selection;

(d) Selection based on Consultants' Qualifications;

(e) Single-source Selection of consulting firms;

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

(g) Single-source procedures for the Selection of Individual Consultants.

D. Review by the World Bank of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.
Section IV. **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 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<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, non-consulting services, and consultants’ services, and Training under the Project</td>
<td>$1,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>$1,000,000</td>
<td></td>
</tr>
</tbody>
</table>

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed $200,000 may be made for payments made prior to this date but on or after March 1, 2016, for Eligible Expenditures under Category (1).

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is March 1, 2018.
APPENDIX

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


3. “BNF” means the Bureau of National Fisheries located within the Ministry of Agriculture, or any legal successor thereto.

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


7. “Fisheries Legislation” means the Fisheries Act, as amended, and all relevant implementing regulations.

8. “MCS” means the monitoring, control, and surveillance of fishing activities.


10. “National Steering Committee” means the committee referred to in Section I, paragraph 3 of Schedule 2 to this Agreement.

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

12. “Original Financing Agreement” means the financing agreement for a West Africa Regional Fisheries Program (Phase I) between the Recipient and the International Development Association, dated January 12, 2010, as amended to the date of this Agreement (Grant No. H524-LR).
13. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement.

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


16. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated September 19, 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.

17. "Program" means the West Africa Regional Fisheries Program of the CSRP member countries endorsed by the Conference of Ministers of Fisheries of the member states of the CSRP on October 26 – 27, 2007, and December 5, 2008, and set forth in the minutes of the respective meetings of said Conference. The Program aims to sustainably increase the overall wealth generated by the exploitation of the marine fisheries resources of West Africa and the proportion of that wealth captured by West African countries, by: (i) strengthening their respective capacity to sustainably govern and manage their fisheries; (ii) reducing illegal unreported and unregulated fishing; and (iii) increasing the value and profitability generated by fish resources and the proportion of that value captured by the respective countries.

18. "Project Implementation Manual" means the manual referred to in Section I, Part B of Schedule 2 to this Agreement, to be adopted by the Recipient pursuant to Section 4.01 of this Agreement.

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

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

21. "RPF" means the Recipient’s Resettlement Policy Framework adopted by the Recipient and disclosed in the Recipient’s territory on October 18, 2016, and at the World Bank’s InfoShop on November 11, 2016, said framework setting forth the modalities for resettlement and compensation of any persons who may be affected or displaced by any resettlement as a result of the Project, including guidelines for
the preparation of the appropriate resettlement plans, as the same may be amended from time to time with the prior written approval of the World Bank.


23. "Training" means costs associated with the participation of personnel involved in Project-supported training activities and workshops, including travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to a training course or workshop preparation and implementation.