Liberia Reconstruction Trust Fund
Grant Agreement

(Second Additional Financing For Urban and
Rural Infrastructure Rehabilitation Project)

between

REPUBLIC OF LIBERIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Liberia Reconstruction Trust Fund)

Dated April 8, 2014
AGREEMENT dated April 8, 2014, entered into between the REPUBLIC OF LIBERIA ("Recipient"); and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Liberia Reconstruction Trust Fund ("LRTF").

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 its MPW with the assistance of the MOF in accordance with the provisions of Article II of the Standard Conditions, the MOU, the Operational Manual and this 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 nine million, four hundred thousand United States Dollars ($9,400,000) ("Grant") to assist in financing the Project.
3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section II 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 Effectiveness Deadline for this Agreement is the same as the IDA Financing Agreement.

Article V
Recipient’s Representative; Addresses

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

5.02. The Recipient’s Address is:

   Minister of Finance  
   Ministry of Finance  
   Broad Street  
   1000 Monrovia 10  
   PO Box 1913  
   Republic of Liberia

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

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

   Cable: INDEVAS  
   Telex: 248423 (MCI) or 64145 (MCI)  
   Facsimile: 1-202-477-6391
AGREED at District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF LIBERIA

By

[Signature]

Name: AMARA KONNEH
Title: MINISTER

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Liberia Reconstruction Trust Fund)

By

[Signature]

Name: YUSUPHA B. CROOKES
Title: COUNTRY DIRECTOR
SCHEDULE 1

Project Description

Schedule 1 of the IDA Financing Agreement shall apply to this Agreement.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements, Project Monitoring, Reporting and Evaluation, Financial Reports and Audits, Procurement, Anti-Corruption and Safeguards

The Provisions of Sections I and II of Schedule 2 to the IDA Financing Agreement shall apply to this Agreement, mutatis mutandis.

Section II. 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 Financing Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, works, non-consulting services and consultants’ services, Training and Operating Costs for Parts B.5 and H.12 of the Project</td>
<td>9,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>9,400,000</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 one million, eight hundred thousand Dollars ($1,800,000) may be made for payments made prior to this date but on or after November 7, 2013, for Eligible Expenditures.

2. The Closing Date is December 31, 2015.

Section III. Amendments to the Original LRTF Agreement and the First Additional Financing LRTF Agreement

A. The Original LRTF Agreement is amended as follows:

1. Schedule I to the Agreement is deleted in its entirety and replaced by Schedule I to this Agreement.

2. Section IV.B.2 of Schedule 2 of the Original LRTF Agreement is amended to read as follows:

   “2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 31, 2015.”

3. The following definitions in the Appendix to the Original LRTF Agreement are included or replaced in their entirety by the definitions here below, with prospective effect from the date of this Agreement:


   “21. “Initiation of Procurement Process” means, in connection with the procurement of a good, work or service, the date on which the invitation to bid or the quote requested for such good or work or the request for proposals for such service is issued.”

B. The First Additional Financing LRTF Agreement is amended as follows:

1. Section IV.B.2 of Schedule 2 of the First Additional Financing LRTF Agreement is amended to read as follows:
“2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is December 31, 2015.”
APPENDIX

Section I. Definitions

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

2. First Additional Financing LRTF Agreement" means the first additional financing agreement for the Project between the Recipient and the Association, acting as administrator of LRTF, dated July 29, 2010, as amended to the date of this Agreement (LRTF Grant Number TF098040-LR).

3. "IDA Financing Agreement" means the Agreement between the Recipient and the Association signed at the same date of this Agreement providing for a second additional financing in an amount equivalent to twelve million, eight hundred thousand Special Drawing Rights (SDR12,800,000) to assist in the financing the Project.


5. "MPW" means the Recipient’s Ministry of Public Works and any assignors.

6. "Operating Costs" means reasonable recurrent Project expenditures, based on an annual budget previously approved by the Association, that would not have been incurred by the Recipient absent the Project, including: (a) office equipment and supplies; (b) office utilities and reasonable communications expenses; (c) office rental expenses; (d) Project’s vehicles maintenance costs, fuel and spare parts; (e) travel expenses and per diems for official Project staff (excluding salaries of Recipient’s civil servants); and (f) operation and maintenance of office equipment, financed with the proceeds of the Financing, all needed for the implementation and supervision of the Project.

7. "Original LRTF Agreement" means the grant agreement for the Project between the Recipient and the Association, acting as administrator of LRTF, dated June 25, 2009, as amended to the date of this Agreement (LRTF Grant Number TF094353 - LR).

8. "Training" means reasonable expenditures, based on an annual budget previously approved by the Association, (other than those for consultants’ services) incurred by the Recipient, to finance transportation costs and per diem of trainers and trainees, workshops, rental of training facilities and acquisition of training equipment and material needed for the implementation and supervision of the Project.