

**OFFICIAL  
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**CREDIT NUMBER 5546-MZ  
GRANT NUMBER H994-MZ  
GEF GRANT NUMBER TF019022**

**Financing Agreement**

**(First South West Indian Ocean Fisheries Governance and Shared Growth Project)**

**between**

**REPUBLIC OF MOZAMBIQUE**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated** *April 21*, 2015

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**CREDIT NUMBER 5546-MZ**  
**GRANT NUMBER H994-MZ**  
**GEF GRANT NUMBER TF019022**

**FINANCING AGREEMENT**

AGREEMENT dated April 21, 2015, entered into between REPUBLIC OF MOZAMBIQUE ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS: (A) the Recipient and the Participating Countries have agreed to participate in a program designed to facilitate the Recipient's and the Participating Countries' pursue, *inter alia*, development of respective fisheries sectors, and co-management of shared fisheries in the South West Indian Ocean (SWIO) area;

(B) the Association and the Indian Ocean Commission (IOC), intend to enter into a financing agreement (IOC Financing Agreement) for the purpose of making a grant to the IOC to assist in financing Parts A and D.1 of the Project; and

(C) the Recipient and the International Bank for Reconstruction and Development (IBRD), acting as an implementing agency of the Global Environmental Facility (GEF) Trust Fund, intend to enter into a grant agreement (GEF Grant Agreement) for the purpose of making a grant to the Recipient to assist in financing Part B of the Project on the terms and conditions set forth in the GEF Grant Agreement;

NOW THEREFORE, the Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 General Conditions or in the Appendix to this Agreement.

## **ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant and a credit (collectively, “Financing”) in the following amounts to assist in financing Parts B, C and D.2 of the project described in Schedule 1 to this Agreement (“Project”):
- (a) an amount equivalent to twelve million one hundred thousand Special Drawing Rights (SDR 12,100,000) (“Grant”); and
  - (b) an amount equivalent to seven million eight hundred thousand Special Drawing Rights (SDR 7,800,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

## **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out Parts B, C and D.2 of the Project in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Events of Suspension consist of the following:
- (a) As a result of events which have occurred after the date of this Agreement, a situation has arisen, which makes it improbable that the Recipient will comply with its undertakings or commitments set forth in the Letter of Sector Policy or Letter of Undertaking.
  - (b) The IOC Instruments have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of IOC to perform any of its obligations under the IOC Financing Agreement.
  - (c) The Recipient has suspended its membership and/or participation in the South West Indian Ocean Fisheries Commission (SWIOFC).
  - (d) The Association has suspended in whole or in part the right of any of the IOC to make withdrawals under the IOC Financing Agreement.

#### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consists of the following, namely, that the Recipient has adopted the Project Operations Manual in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date one hundred and twenty (120) days after the date of this Agreement.
- 5.03. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.

## **ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is the Minister responsible for planning and development.

6.02. The Recipient's Address is:

Ministry of Planning and Development  
Av. Ahmed S. Toure, 21, 4<sup>th</sup> floor  
Maputo  
Republic of Mozambique

Cable:	Telex:	Facsimile:
MOBANCO Maputo	(258) 21 492-268	(258) 21 492-625

6.03. The Association's Address is:

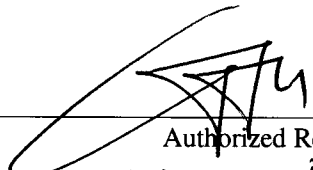
International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

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

AGREED at *Maputo, Mozambique*, as of the day and year first above written.


REPUBLIC OF MOZAMBIQUE

By

  
\_\_\_\_\_  
Authorized Representative  
Name: Adriano Maleiane  
Title: Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

  
\_\_\_\_\_  
Authorized Representative  
Name: MARK LUNDELL  
Title: COUNTRY DIRECTOR

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is to improve the management effectiveness of selected priority fisheries at regional, national and community level.

The Project consists of the following parts:

#### **Part A.           Enhanced Regional Collaboration**

1. Enhancing the capacity for management of priority regional fisheries and challenges in the SWIO, in particular:
  - (a) collaboration in the management of regional fisheries and challenges, including: (i) developing a regional strategy to increase national and regional benefits from priority regional fisheries, collaborating on trans-boundary living marine resources, and addressing shared challenges; (ii) preparing and implementing core regional work plan; and (iii) developing common regional minimum terms and conditions of access to tuna fisheries.
  - (b) Improving regional monitoring control and surveillance, including: (i) establishing and upgrading regional fisheries monitoring, control and surveillance capability; and (ii) assisting certain SWIOFC Member Countries' efforts to update relevant maritime boundaries and fisheries legislation in conformity with international standards.
2. Enhancing regional coordination and collaboration, including:
  - (a) Developing and consolidating sustainable institutional arrangements to facilitate regional fisheries collaboration, and establishing sustainable regional fisheries institutions, including: (i) facilitating SWIOFC sessions, Regional Steering Committee meetings, and inter-session SWIOFC bureau meetings; (ii) preparing a consolidated annual SWIOFC work program; (iii) developing the capacity of SWIOFC to manage regional fisheries challenges; (iv) developing an effective and sustainable regional financing mechanism for SWIOFC work program; and (v) preparing common policy positions for engagement in regional and international fora.
  - (b) Strengthening regional knowledge management of priority fisheries and capacity development in technical and scientific services.

Part B:            Improved Governance of Priority Fisheries

1.     Improving public management and knowledge, in particular:
  - (a)    Strengthening policy, institutional and regulatory frameworks for management of priority fisheries.
  - (b)    Strengthening research to determine stock status and factors affecting status.
  - (c)    Strengthening statistics and fisheries information systems.
  - (d)    Strengthening management, planning and implementation capacity, including developing co-management at the community level.
  - (e)    Strengthening cost-effective monitoring, control and surveillance capability, except implementation of port state measures and enforcement patrols.
  - (f)    Implementing port state measures and enforcement patrols.
2.     Improving the performance of public institutions and assets, in particular:
  - (a)    Enhancing the management of fisheries, including improving basic fisheries services and infrastructure.
  - (b)    Strengthening institutional capacity for management of fisheries, including provision of short, medium and long-term leadership training for relevant public and private sector institutions.
  - (c)    Improving research and information for policy decisions.
3.     Improving information, communication and awareness, including:
  - (a)    Establishing economic management and monitoring of fisheries.
  - (b)    Establishing a fisheries sector dashboard.
  - (c)    Facilitating communication of the Recipient's fisheries status and management, and increasing public awareness of economic, social and environmental importance of priority fisheries and marine habitats.



Part C:            Increased Economic Benefits from Priority Fisheries

1.     Improving business and investment climate, in particular:
  - (a)    Carrying out required baseline surveys and diagnostics of value chains and private sector investments.
  - (b)    Carrying out needs and economic or financial viability assessments of specific strategies or investments.
  - (c)    Developing the capacity and providing leadership training within businesses and communities with a focus on women.
  - (d)    Facilitating development of producers' regional networks and fora.
2.     Expanding opportunities for priority fisheries and value addition, in particular:
  - (a)    Facilitating the implementation of the fisheries management plans.
  - (b)    Implementing actions to improve business opportunities and entire value chains for entrepreneurs, entrepreneur groups, and women's groups, through facilitated access to financing, support to the development of business opportunities, targeted education, advisory services, streamlining of administrative services and linkages to other projects.
3.     Planning and facilitating investment in strategic infrastructure, including:
  - (a)    Carrying out community-selected investments in productive infrastructure and essential social infrastructure.
  - (b)    Carrying out economic analysis and detailed feasibility studies for priority infrastructure projects.

Part D:            Project Management

1.     Strengthening the capacity of the Regional Project Implementation Unit, and Finance and Procurement Unit for implementation, management, monitoring and evaluation, fiduciary (procurement and financial) management, environmental and social safeguards management, and coordination of Part A of the Project.
2.     Strengthening the capacity of the National Project Implementation Unit for implementation, management, monitoring and evaluation, fiduciary (procurement and financial) management, environmental and social safeguards management, and coordination of Parts B and C of the Project.

## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

##### **Regional level (Parts A and D.1 of the Project)**

##### **1. Regional Project Steering Committee**

- (a) The Recipient shall:
  - (i) at all times during the implementation of Parts A and D.1 of the Project, maintain high level representation and active participation in the Regional Project 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 Project Steering Committee shall be responsible for, *inter alia*: (i) reviewing progress made towards achieving the objectives of Parts A and D.1 of the Project; (ii) facilitating governmental and inter-governmental actions that may be required under Part A and D.1 of the Project; and (iii) providing general oversight and policy guidance in the implementation of Parts A and D.1 of the Project.

##### **National level (Parts B, C and D.2 of the Project)**

##### **2. National Project Steering Committee**

- (a) The Recipient shall at all times during the implementation of Parts B, C and D.2 of the Project maintain the National Project Steering Committee, with a composition, mandate, functions and resources satisfactory to the Association, as set forth in the Project Operations 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) providing strategic guidance and ensure effective coordination across ministries, departments and agencies (MDAs) and private sector; (ii) taking key policy decisions to ensure smooth implementation of the

Project and achievement of its objective; (ii) facilitating the coordination of Parts B, C and D.2 of the Project, and making recommendations for removal of any obstacles to the implementation of parts B, C and D.2 of the Project; and (iii) reviewing and approving the Project reports prepared by the National Project Implementation Unit.

**3. National Project Implementation Unit**

- (a) The Recipient shall at all times during the implementation of the Project, maintain an implementation unit (the “National Project Implementation Unit” or “NIU”) within the Ministry of Fisheries with functions, staffing, resources and responsibilities satisfactory to the Association, as set forth in the Project Operations Manual, for purposes of day-to-day management and implementation of Parts B, C and D.2 of the Project, and efficient implementation, communication and coordination of Parts B, C and D.2 of the Project with the participating MDAs, the private sector and key institutions.
- (b) Without limitation to the provisions of paragraph 3(a) immediately above, the NIU shall be responsible for, *inter alia*: (i) fiduciary (*i.e.*, procurement, disbursement and financial) management, environmental and social safeguards compliance and coordination under the Project; and (ii) day-to-day administration of overall planning, coordination, monitoring, evaluation, reporting and communication of the activities under Parts B, C and D.2 of the Project; (iii) monitoring overall progress of implementation on a monthly basis and evaluating performance of Parts B, C and D.2 of the Project; and (iv) acting as the main focal point for communication with technical teams within respective MDA, all in accordance with the provisions of this Agreement and the Project Operations Manual.

**Implementation Arrangements for Parts B, C and D.2 of the Project**

**B. Anti-Corruption**

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

**C. Project Operations Manual**

- 1. The Recipient shall carry out the Parts B, C and D.2 of the Project in accordance with the provisions of the Project Operations Manual, containing, *inter alia*, detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of Parts B, C and D.2 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 Parts B, C and D.2 of the Project.

2. The Recipient shall not amend, abrogate, waive or fail to enforce any provision of the Project Operations Manual, without the prior written agreement of the Association; 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.

**D. Environmental and Social Safeguards**

1. The Recipient shall carry out the Project in accordance with the Environmental and Social Management Framework (ESMF), the Process Framework (PF), respectively, including the guidelines, rules and procedures defined in said ESMF and PF.
2. The Recipient shall, specifically take the following actions in a manner acceptable to the Association: if an environmental and social impact assessment, an environmental management plan, or similar safeguard instrument, or any pest management plan would be required on the basis of the ESMF:
  - (a) such environmental and social impact assessment, or environmental management plan, or similar safeguard instrument, or any pest management plan shall be prepared in accordance with the requirements of the ESMF, disclosed locally and furnished to the Association for approval and disclosure; and
  - (b) where applicable, the pertinent Project activities shall be carried out in accordance with such environmental and social management impact assessment, or environmental management plan, or similar safeguard instrument, or any pest management plan as approved by the Association.
3. The Recipient shall ensure that all measures required for carrying out any environmental and social impact assessment, or any environmental management plan, or similar safeguard instrument, or any pest management plan are taken in a timely manner.
4. The Recipient shall include in the Project Reports referred to in Section II.A of this Schedule, adequate information on the implementation of the ESMF, the PF, any environmental and social impact assessment, any environmental management plan or similar safeguard instrument, and any pest management plan, giving details of:

- (a) measures taken in furtherance of the ESMF, the PF, any environmental and social impact assessment, any environmental management plan or similar safeguard instrument, and any pest management plan;
- (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF, the PF, any environmental and social impact assessment, any environmental management plan, any pest management plan, or similar safeguard instrument; and
- (c) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of the ESMF, the PF, any environmental and social impact assessment, any environmental management plan or similar safeguard instrument, and any pest management plan.

**E. Monitoring, Control and Surveillance under the Project**

To facilitate the implementation of the Project, and in particular the monitoring, control and surveillance of its coastal fisheries in a manner designed to achieve the objectives of the Project, the Recipient shall:

1. In accordance with Section 4.06 of the General Conditions, ensure that all goods, works, services and operating costs financed out of the proceeds of the Financing are used exclusively by civilian authorities for the purpose 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.
2. 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 Association, 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 has been properly trained in the operation of any equipment used in the surveillance mission.
3. 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 Association. 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**

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of six calendar months, and shall be furnished to the Association 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 or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. The Recipient shall prepare and furnish to the Association 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 Association.
3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient, commencing with the Fiscal Year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Association not later than six 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 Association 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 following additional provisions:

- (i) **Eligibility**

No restriction based on nationality of bidders and/or origin of goods shall apply. Foreign bidders shall be allowed to participate in NCB without restriction and shall not be subject to any unjustified requirement which will affect their ability to participate in the bidding process such as, but not limited to, the proof that they are not under bankruptcy proceedings in the Recipient's territory; have a local representative; have an attorney resident and domiciled in the Recipient's territory; form a joint venture with a local firm. In cases of joint ventures, they shall confirm joint and several liability.

Prior registration, obtaining a license or agreement shall not be a requirement for any bidder to participate in the bidding process.

Recipient's government-owned enterprises or institutions shall be eligible to participate in the bidding process only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not dependent agencies of the Recipient.

- (ii) **Bidding Documents**  
Standard bidding documents acceptable to the Association shall be used for any procurement process under NCB.
- (iii) **Preferences**  
No domestic preference shall be given for domestic bidders and/or for domestically manufactured goods.
- (iv) **Applicable Procurement Method under the Regulation**  
Subject to these NCB exceptions, procurement under NCB shall be carried out in accordance with the Regulation's public competition (*Concurso Público*) method.
- (v) **Bid Preparation Time**  
Bidders shall be given at least twenty-eight (28) days from the date of the invitation to bid or the date of availability of bidding documents, whichever is later, to prepare and submit bids.
- (vi) **Bid Opening**  
Bids shall be opened in public, immediately after the deadline for their submission in accordance with the procedures stated in the bidding documents.
- (vii) **Bid Evaluation**
  - (A) Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only such criteria so specified shall be used to determine whether a bidder is qualified; the evaluation of the bidder's qualifications should be conducted separately from the technical and commercial evaluation of the bid. Qualification criteria shall be applied on a pass or fail basis.
  - (B) Evaluation of bids shall be made in strict adherence to the criteria declared in the bidding documents; criteria other than price shall be quantified in monetary terms.
  - (C) A contract shall be awarded to the qualified bidder offering the lowest-evaluated and substantially responsive bid.
  - (D) Bidders shall not be eliminated on the basis of minor, non-substantial deviations.
- (viii) **Rejection of All Bids and Re-bidding**  
All bids shall not be rejected and new bids solicited without the Association's prior concurrence.



- (ix) **Complaints by Bidders and Handling of Complaints**  
The Recipient shall establish an effective and independent complaint mechanism allowing bidders to complain and to have their complaint handled in a timely manner.
  - (x) **Right to Inspect/Audit**  
In accordance with paragraph 1.16(e) of the Procurement Guidelines, each bidding document and contract financed from the proceeds of the Financing shall provide that: (i) the bidders, suppliers, and contractors and their subcontractors, agents, personnel, consultants, service providers or suppliers, shall permit the Association, at its request, to inspect their accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Association; and (ii) the deliberate and material violation by the bidder, supplier, contractor or subcontractor of such provision may amount to obstructive practice as defined in paragraph 1.16(a)(v) of the Procurement Guidelines.
  - (xi) **Fraud and Corruption**  
Each bidding document and contract financed from the proceeds of the Financing shall include provisions on matters pertaining to fraud and corruption as defined in paragraph 1.16(a) of the Procurement Guidelines. The Association may sanction a firm or individual, at any time, in accordance with prevailing Association sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (A) to be awarded an Association-financed contract; and (B) to be a nominated sub-contractor, consultant, supplier or service provider of an otherwise eligible firm being awarded an Association-financed contract.
  - (xii) **Debarment under National System**  
The Association may recognize, if requested by the Recipient, exclusion from participation as a result of debarment under the national system, provided that the debarment is for offenses involving fraud, corruption or similar misconduct, and further provided that the Association confirms that the particular debarment procedure afforded due process and the debarment decision is final.
- (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 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 Association of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review.

All other contracts shall be subject to Post Review by the Association.

**E. Specific Procurement Covenant**

The Recipient shall not later than sixty (60) days after the Effective Date, appoint to the NIU, a procurement consultant in accordance with Section III.B.2 of this Schedule 2.

**Section IV. Withdrawal of the Proceeds of the Financing**

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association 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 Association 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 Credit and of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Credit Allocated (expressed in SDR)</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consultants' services, Operating Costs and Training for Parts A and D.1 of the Project	0	0	-
(2) Works, goods, non-consulting services, consultants' services, Operating Costs and Training for Part B of the Project	3,400,000	6,500,000	68%
(3) Goods, non-consulting services, Consultants' services, Operating Costs and Training for Parts C and D.2 of the Project	3,600,000	5,600,000	100%
(4) Refund of Preparation Advance	800,000		Amount payable pursuant to Section 2.07 of the General Conditions
<b>TOTAL AMOUNT</b>	<b>7,800,000</b>	<b>12,100,000</b>	

For the purpose of the table set forth immediately above:

- (a) the term "Operating Costs" means the incremental expenses incurred on account of Project management, including office and field equipment and supplies, vehicle operation and maintenance, communication and insurance costs, bank charges under the designated account, office administration costs, utilities, travel and *per diem*, excluding the salaries of the Recipient's civil service; and
- (b) the term "Training" means the cost associated with the training and workshops approved by the Association on the basis of an agreed annual training and workshop plan, for reasonable expenditures (other than expenditures for

consultants' services), including: (i) travel, room, board and *per diem* expenditures incurred by trainers and trainees in connection with their training; (ii) course fees; (iii) training facility rentals; and (iv) training material preparation, acquisition, reproduction and distribution expenses.

**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 September 30, 2021.

### **SCHEDULE 3**

#### **Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each June 15 and December 15: commencing June 15, 2021 to and including December 15, 2052	<b>1.5625%</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

## APPENDIX

### Definitions

1. “Anti-Corruption Guidelines” means 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.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011, and revised in July 2014.
4. “Environmental and Social Management Framework” or “ESMF” means the Recipient’s framework, acceptable to the Association, dated July 2014, and disclosed in the Recipient’s territory on August 7, 2014, and in the Association’s InfoShop on August 22, 2014 setting forth the modalities for environmental screening and the criteria and procedures for the preparation and implementation of environmental assessments and management plans under the Project, and such term includes all schedules and annexes to the Environmental and Social Management Framework.
5. “Fisheries Legislation” means the Recipient Fisheries Act (*Lei N.22/2013 de 1 de Novembro de 2013*), and related laws and regulations.
6. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
7. “Indian Ocean Commission” or “IOC” means the intergovernmental organization created in 1982 by the Union of Comoros, Republic of France (for Reunion Island), Republic of Madagascar, Republic of Mauritius, and Republic of Seychelles, and institutionalized under the Victoria Agreement of 1984 (*l’Accord de Victoria*) establishing the IOC or *Commission de l’Océan Indien*.
8. “IOC Financing Agreement” means the Financing Agreement between the Association and the IOC providing financing for Parts A and D.1 of the Project.
9. “IOC Instruments” means the Victoria Agreement of 1984 establishing the IOC, as amended and includes any schedules to said agreement.
10. “Letter of Sector Policy” or “Letter of Undertaking” means the Recipient’s letter to the Association, dated October 2, 2014, setting forth, among other things: (i) the Recipient’s policy on fisheries sector; (ii) the Recipient’s commitment to comply

with its international obligations, including the commitment to implement the Project in compliance with the provisions of UNCLOS, and in particular Article 73 of said UNCLOS; and (iii) the Recipient's commitment to ensure that part of the proceeds of the Financing will be used to bring its domestic laws into full consistency with its international legal obligations under the UNCLOS and related treaties, which the Recipient has ratified.

11. "Ministry of Fisheries" means the Recipient's ministry responsible for fisheries, or any successor thereto.
12. "National Project Implementing Unit" or "NIU" means the Project implementing unit referred to in Section I.A.3 of Schedule 2 to this Agreement.
13. "National Project Steering Committee" means the steering committee referred to in Section I.A.2 of Schedule 2 to this Agreement.
14. "Participating Country" means either the Recipient, or the Union of Comoros, or the United Republic of Tanzania, and the term "Participating Countries" means collectively all such countries.
15. "Preparation Advance" means the advance referred to in Section 2.07 of the General Conditions, granted by the Association to the Recipient pursuant to the letter agreement signed on behalf of the Association on September 23, 2014, and on behalf of the Recipient on September 26, 2014.
16. "Process Framework" means the Recipient's framework, acceptable to the Association, dated July 2014, and disclosed in the Recipient's territory on August 7, 2014, and in the Association's InfoShop on August 22, 2014, setting forth the criteria and procedures to be followed in cases where Project-induced involuntary restriction of access to natural reserve resources may result in adverse livelihood impacts, the type of assistance to be offered to any affected person in their efforts to restore or improve their livelihoods in a manner which would maintain the social (and environmental) sustainability of the marine or nature reserve in question, and a description of the participatory process by which sustainable development action plans will be prepared and implemented, including: (a) mitigation measures to assist any affected persons in their efforts to improve or restore, in real terms, their livelihoods while maintaining the sustainability of the Protected Area; (b) grievance/conflict resolution mechanism involving affected persons; (c) a description of the arrangements for implementing and monitoring the process, and (d) an estimated budget for the implementation of the Process Framework recommendations.
17. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011, and revised in July 2014.

18. “Procurement Plan” means the Recipient’s procurement plan for the Project, dated September 22, 2014, 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.
19. “Project Operations Manual” means the manual, satisfactory to the Association, and referred to in Section 5.01 of this Agreement, and Section I.C.1 of Schedule 2 to this Agreement, as the same may be amended from time to time with agreement of the Association.
20. “Regional Project Steering Committee” means the regional committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
21. “South West Indian Ocean Fisheries Commission” or “SWIOFC” means the regional commission on fisheries established in 2004 and operating pursuant to Resolution 1/27 of the Food and Agricultural Organization (FAO) Council under Article VII of the FAO Constitution.
22. “SWIOFC Member Countries” means the Recipient, Union of Comoros, Republic of France, Republic of Kenya, Republic of Madagascar, Republic of Maldives, Republic of Mauritius, Republic of Seychelles, Federal Republic of Somalia, Republic of South Africa, United Republic of Tanzania, and Republic of Yemen.
23. “UNCLOS” means the United Nations Convention on the Law of the Sea, December 10, 1982; ratified by the Recipient on March 13, 1997.