# OFFICIAL DOCUMENTS



September 13, 2017

Honorable Boima S. Kamara Minister of Finance and Development Planning Ministry of Finance and Development Planning Monrovia Republic of Liberia

Honorable Minister:

Re: Republic of Liberia: Advance Agreement for Preparation of

Proposed Smallholder Agriculture Transformation and

Agribusiness Revitalization Project
Project Preparation Advance No. V1230

In response to the request for financial assistance made on behalf of the Republic of Liberia ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank") proposes to extend to the Recipient an advance out of the World Bank's Project Preparation Facility in an amount not to exceed nine hundred ninety eight thousand four hundred and fifty Dollars (\$998,450) ("Advance") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in financing the activities described in the Annex ("Activities"). The objective of the Activities is to increase agricultural productivity and promote commercialization of smallholder farmers in the Recipient's territory ("Project"), in support of which the Recipient has requested the World Bank's financial assistance.

The Recipient represents, by confirming its agreement below, that: (a) it understands that the provision of the Advance does not constitute or imply any commitment on the part of IBRD or IDA to assist in financing the Project; and (b) it is authorized to enter into this Agreement and to carry out the Activities, repay the Advance and perform its other obligations under this Agreement, all in accordance with the provisions of this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement

shall be deemed withdrawn if the World Bank has not received this countersigned copy within 90 days after the date of signature of this Agreement by the World Bank, unless the World Bank has established a later date for such purpose.

## Very truly yours, INTERNATIONAL DEVELOPMENT ASSOCIATION

Henry Kerali
Country Director for Liberia
Africa Region

AGREED:

REPUBLIC OF LIBERIA

Authorized Representative

Name Borna S. Kampara

Title MINISTER

Date: 9-13-17

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By Henry Kerali
Country Director for Liberia
Africa Region

AGREED:

**REPUBLIC OF LIBERIA** 

Authorized Representative

Name BONTA S. KAMARA

Title MINISTER

Date: 9-13-17

#### **Enclosures:**

- (1) "Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility", dated July 31, 2010; and
- (2) Disbursement Letter for the Advance of the same date as this Agreement, together with "World Bank Disbursement Guidelines for Projects", dated May 1, 2006.

PPA No. V1230 ANNEX

#### Article I Standard Conditions; Definitions

- 1.01. *Standard Conditions*. The "Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility" dated July 31, 2010 ("Standard Conditions"), constitute an integral part of this Agreement.
- 1.02. *Definitions.* 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, including the Appendix to this Agreement and the following terms have the following meaning:
  - (a) "PCU" or "Project Coordination Unit" means the unit within the Recipient's ministry responsible for agriculture that implemented the World Bank financed Liberia WAAPP Project (Credit No. 48830-LR).
  - (b) "Training" means the reasonable costs associated with training, study tours and workshop participation under the Activities, consisting of travel and subsistence costs for Training participants, costs (other than consulting services) associated with securing the services of trainers and presenters, rental of training facilities, translation and interpretation services, preparation and reproduction of training materials.
  - (c) "Operating Costs" means the incremental operating expenses incurred by the Recipient on account of the implementation of the Activities, management and monitoring including on account of operation and maintenance costs of office and office equipment; office supplies, additional staff costs, travel and supervision costs, *per diem*, but excluding the salaries and indemnities of officials and public servants of the Recipient's civil service.

### Article II Execution of the Activities

- 2.01. *Description of the Activities.* The Activities for which the Advance is provided consist of the following parts:
  - (a) Recruitment of a value-chain development specialist, a safeguard specialist and a gender specialist for the Project.
  - (b) Provision of training to key officials, farmers groups, and agribusiness bodies in preparation of the Project.
  - (c) Carrying out studies, assessments and preparation of manuals related to the implementation of the Project.
- 2.02. Execution of the Activities Generally. The Recipient declares its commitment to the objectives of the Activities. To this end, the Recipient shall carry out the Activities in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) this Article II; and (c) 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 and as of July 1, 2016.

- 2.03. *Institutional and Other Arrangements.* Without limitation upon Section 2.02 above, the Recipient shall maintain throughout the implementation of the Activities the PCU with staffing in number and with qualification and terms of experience satisfactory to the World Bank, to be responsible for implementation and the fiduciary aspects of the Activities.
- 2.04. *Monitoring, Reporting and Evaluation of the Activities.* The Recipient shall monitor and evaluate the progress of the Activities in accordance with the provisions of Section 2.08 of the Standard Conditions.
- 2.05. *Financial Management.* (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.09 of the Standard Conditions.
- (b) The Recipient shall ensure that interim un-audited financial reports for the Activities 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.
- (c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Sections 2.09 (b) of the Standard Conditions.
- (i) If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, the Recipient shall have the Financial Statements included in the first audit of financial statements required under the Refinancing Agreement.
- (ii) If, by the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, such audit of the Financial Statements shall cover the period of the Advance, commencing with the fiscal year in which the first withdrawal under the Advance was made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of the Recipient's fiscal year in which the Refinancing Date occurs.
- (iii) Notwithstanding the provisions of paragraphs (i) and (ii) of this Section, the World Bank may request an audit of the Financial Statements prior to the Refinancing Date, covering such period as is indicated in its request. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

#### 2.06. Procurement

All consulting services including Training and workdshops required for the Activities and to be financed out of the proceeds of the Advance shall be procured in accordance with the requirements set forth or referred to in the "World Bank Procurement Regulations for Borrowers under Investment Project Financing" dated July 1, 2016 ("Procurement Regulations") and the provisions of the Recipient's procurement plan for the Activities dated August 8, 2017, ("Procurement Plan") provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

### Article III Withdrawal of the Advance

3.01. *Eligible Expenditures*. The Recipient may withdraw the proceeds of the Advance 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 "Disbursement Guidelines for Investment Project Financing" dated February 2017, 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 following table. The table specifies each category of Eligible Expenditures that may be financed out of the proceeds of the Advance ("Category"), the amount of the Advance allocated to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Advance Allocated (expressed in Dollars)	Percentage of Expenditures to be Financed (inclusive of Taxes)
Goods, Operating Costs, Consulting services, and Training under the Activities	998,450	100%
TOTAL AMOUNT	998,450	

- 3.02. *Withdrawal Conditions*. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.
- 3.03. *Refinancing Date*. The Refinancing Date is September 18, 2018.

#### Article IV Terms of the Advance

- 4.01. **Service Charge**. The Recipient shall pay a service charge on the Withdrawn Advance Balance at the rate of three-fourths of one percent (3/4 of 1%) per annum. The service charge shall accrue from the respective dates on which amounts of the Advance are withdrawn and shall be paid in arrears in accordance with the provisions of Section 4.02 of this Agreement. Service charges shall be computed on the basis of a 360-day year of twelve 30-day months.
- 4.02. *Repayment.* The Withdrawn Advance Balance shall be repaid by the Recipient to the World Bank (together with any service charges accrued thereon) in accordance with the provisions of Article IV of the Standard Conditions and the following provisions:

- (a) Refinancing under the Refinancing Agreement: If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, then the full amount of the Withdrawn Advance Balance shall be repaid to the World Bank (together with any service charges accrued on the Advance to the date of repayment) as soon as the Refinancing Agreement becomes effective, by means of a withdrawal by the World Bank of an amount of the Refinancing Proceeds equivalent to the Withdrawn Advance Balance plus such service charges, in accordance with the provisions of the Refinancing Agreement.
- (b) Repayment in the absence of a Refinancing Agreement: If, on or before the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, or if, by such date or at any time thereafter, it has been so executed but terminates without becoming effective, then:
  - (i) if the amount of the Withdrawn Advance Balance does not exceed \$50,000, it shall be repaid by the Recipient to the World Bank (together with service charges accrued on the Withdrawn Advance Balance to the date of repayment) on such date as the World Bank shall specify in a notice to the Recipient, which shall in no event be earlier than 60 days following the date of dispatch of such notice; and
  - (ii) if the amount of the Withdrawn Advance Balance exceeds \$50,000, it (together with service charges accrued on the Withdrawn Advance Balance to the Notice Date) (the "Aggregate Balance") shall be paid by the Recipient to the World Bank in ten approximately equal semiannual installments, in the amounts and on the dates ("Payment Dates") which the World Bank shall specify in a notice to the Recipient. In no event shall the first Payment Date be set earlier than 60 days following the date ("Notice Date") of dispatch of such notice. The Recipient shall pay a service charge on the Aggregate Balance at the rate of three-fourths of one percent (3/4 of 1%) per annum, payable in arrears on each Payment Date. The service charge shall be computed on the basis of a 360-day year of twelve 30-day months.

## Article V Recipient's Representative; Addresses

- 5.01. *Recipient's Representative*. The Recipient's Representative referred to in Section 9.02 of the Standard Conditions is the Recipient's ministry responsible for Finance and Development Planning.
- 5.02. *Recipient's Address*. The Recipient's Address referred to in Section 9.01 of the Standard Conditions is:

Ministry of Finance and Development Planning P.O. Box 10-9013 Broad Street Monrovia, Liberia

Email: bkamara@mfdp.gov.lr

5.03. *World Bank's Address*. The World Bank's Address referred to in Section 9.01 of the Standard Conditions is:

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

Cable:

Telex:

Facsimile:

**INDEVAS** 

248423 (MCI) or 64145 (MCI)

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Washington, D.C.