

GRANT NUMBER D040-GN

Financing Agreement

**(GUINEA West Africa Regional Fisheries Project
under the West Africa Regional Fisheries Program)**

between

REPUBLIC OF GUINEA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated April 14, 2015

FINANCING AGREEMENT

AGREEMENT dated April 14, 2015, entered into between the REPUBLIC OF GUINEA ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association").

WHEREAS (A): the Recipient and the Islamic Republic of Mauritania have agreed to participate in the first phase of a program designed under series of projects ("Program", as further defined in the Appendix to this Agreement) 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;

(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 Association to assist in the financing of the Project;

(C) Part D.2 of the Project will be carried out by the *Commission Sous-Régionale des Pêches* ("CSR P"), with the Recipient's assistance and, as part of such assistance, the Recipient will make a portion of the proceeds of the Financing provided for in Article II of this Agreement available to CSR P as set forth in this Agreement; and

(D) WHEREAS the Association has also agreed, on the basis, *inter alia*, of the foregoing, to extend the grant provided for in Article II of this Agreement to the Recipient upon the terms and conditions set forth in this Agreement and in the Project Agreement of even date herewith between the Association and CSR P ("Project 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 in an amount equivalent to seven million one hundred thousand Special Drawing Rights (SDR 7,100,000) (“Financing”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 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 Payment Dates are March 15 and September 15 in each year.
- 2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall: (i) carry out Parts A, B, C and D.1 of the Project through the *Ministère de la Pêches et de l’Aquaculture*; and (ii) pursuant to the Subsidiary Agreement, cause Part D.2 of the Project to be carried out by CSRP, all in accordance with the provisions of Article IV of the General Conditions and the Project Agreement.
- 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) The CSRP Treaty has been amended, suspended, abrogated, supplemented, replaced or waived so as to affect materially and adversely

the ability of CSRP to perform any of its obligations under the Project Agreement or to achieve the objective of the Project.

- (b) 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 or CSRP to perform any of its obligations under this Agreement or the Project Agreement, as the case may be, or to achieve the objective of the Project.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Subsidiary Agreement, in form and substance satisfactory to the Association, has been executed on behalf of the Recipient and CSRP.
 - (b) The Recipient has adopted the Project Implementation Manual, in form and substance satisfactory to the Association; and
 - (c) The Recipient has: (i) established the National Project Steering Committee; (ii) appointed or recruited, in a manner satisfactory to the Association, a Project coordinator and a deputy coordinator; and (iii) recruited, on a competitive base, the key staff to the Project Implementation Unit, including, a monitoring and evaluation expert, a procurement specialist, an administrative and financial specialist, all in accordance with Section III.C of Schedule 2 to this Agreement.
- 5.02. The Additional Legal Matter consists of the following, namely, that the Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date one hundred and twenty (120) days after the date of this Agreement.
- 5.04. 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 (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is the Minister responsible for finance.

6.02. The Recipient's Address is:

Ministry of Economy and Finance
B.P. 579
Conakry
Republic of Guinea

Cable:

224-664-40-65 76

6.03. The Association's Address is:

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

Cable:

INDEVAS
Washington, D.C.

Telex:

248423 (MCI)

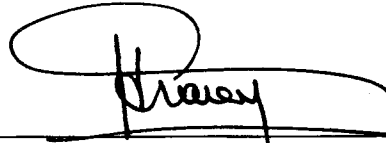
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AGREED at *Washington DC, USA*, as of the day and year first above written.

REPUBLIC OF GUINEA

By



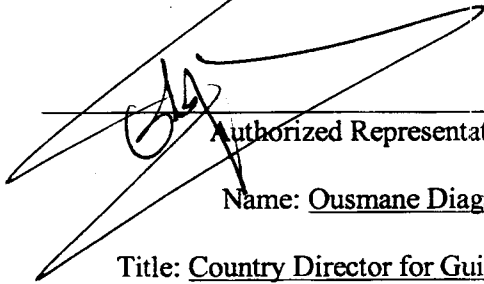
Authorized Representative

Name: H.E. Mohamed Diare

Title: Minister of Economy and Finance

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Ousmane Diagana

Title: Country Director for Guinea

SCHEDULE 1

Project Description

The objective of the Project is to strengthen the governance and management of targeted fisheries and improve the 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

Building the institutional and human capacity to develop and implement policies and systems for environmentally sustainable, socially equitable and economically profitable use of fishery resources, in particular:

1. Carrying out relevant scientific research and activities to inform operational planning and management policies, in particular stock assessment campaigns to measure fish resources.
2. Strengthening the vessel registration systems for accurate assessment and effective control of fishing capacity, including: (a) strengthening of the registration systems for vessels and boats in all segments to allow for accurate assessment of the fishing capacity within the EEZ; and (b) introducing access management through tight control over the fishing capacity.
3. Introducing new fisheries management schemes in target fisheries, segments or communities to align fishing capacity and effort to sustainable catch levels, including: (i) preparing fisheries management plans for target species; and (b) implementation of fisheries management plans to, *inter alia*: (i) strengthen fishing rights for targeted fisheries in the industrial segment; (ii) introduce secure fishing rights in the artisanal segment in terms of fishing licenses; and (iii) introducing a pilot community co-management process combined with territorial use rights fisheries in selected fishing communities.
4. Strengthening the system of fisheries-related data collection, compilation and management, including transparency in dissemination and communication, including: (a) strengthening the data collection and management system; (b) improving transparency on fisheries management information; and (c) facilitating communication of the Project.
5. Carrying out a program of activities to promote result-based approach in fisheries management, including a system of incentives for identified institutions, units and individuals for achievement of results under Parts A.2, A.4 and B.2 of the Project, through an eligible expenditure program (Eligible Expenditure Program).

Part B: Reducing Illegal, Unreported and Unregulated Fishing

Strengthening fisheries monitoring, control and surveillance (MCS) systems, to reduce illegal, unreported and unregulated fishing activities, in particular:

1. Enhancing the effectiveness of fisheries surveillance and strengthening the management of violations, including: (i) strengthening relevant legal and institutional framework and practices to pursue vessels in the act of illegal fishing; and (ii) implementing appropriate financing mechanisms for efficient surveillance of fisheries.
2. Developing and implementing surveillance strategies, including: (a) an integrated approach and coordination of fisheries MCS along the value chain; (b) acquisition of surveillance material and related services; and (c) development and dissemination of good operating practices for surveillance and control.

Part C: Increasing the Contribution of the Fish Resources to the Local Economy

1. Improving physical infrastructure to facilitate proper fish handling, including expanding or establishing fish landing and market facilities.

Part D: Project Management, Monitoring and Evaluation, and Regional Coordination

1. Strengthening the capacity of the Project Implementation Unit for management and coordination of project activities, monitoring and evaluation of the project, communication of Project activities, and fiduciary (procurement and financial) management, and management of the social and environmental aspects of the Project.
2. Strengthening the CSRP Regional Coordination Unit for effective coordination of the Project activities at the regional level, including: (a) access to an Independent Panel of Experts to provide guidance to the Recipient in the implementation of MCS activities under Part B of the Project; (b) linkages to the regional fishing vessel register and dashboard maintained by the CSRP under the Program; (c) exchange visits and study tours with the other countries under the Program; and (d) recruitment and coordination of the Independent Verifiers.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

I. At the National Level

1. The Project Implementation Unit

- (a) The Recipient, through the Ministry of Fisheries and Aquaculture (*Ministère de la Pêches et de l'Aquaculture*), shall maintain throughout Project implementation the Project Implementation Unit (PIU) within its structure, under terms of reference satisfactory to the Association. The PIU shall be headed by the Project Coordinator and shall be composed of: (i) an environmental and social safeguard specialist; (ii) a monitoring and evaluation expert; and (iii) a procurement specialist; and (iv) an administrative and financial specialist, all with terms of reference, experience and qualifications satisfactory to the Association. The Recipient shall, not later than four (4) months after Effective Date, recruit and environmental and social safeguard specialist and an internal auditor in accordance with Section III.C of Schedule 2 to this Agreement.
- (b) 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 and monitoring and evaluation reports for the meetings of the National Steering Committee.

2. National Steering Committee

- (a) The Recipient shall maintain throughout Project implementation, the National Steering Committee with a composition, mandate, functions and resources satisfactory to the Association, as set forth in the Project Implementation 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) 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.

II. At the Regional Level

1. Regional Steering Committee

- (a) The Recipient shall:
 - (i) at all times during the implementation of the Project, maintain high level representation and active participation in the Regional Steering Committee; and
 - (ii) appoint to the Regional Project Steering Committee, and maintain, a representative at the level of the Secretary General 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 Steering Committee shall be responsible for, *inter alia*:
 - (i) reviewing activities proposed to be carried out by CSRP, and the related budgets;
 - (ii) providing overall policy guidance on the Program;
 - (iii) developing mechanisms designed to strengthen the collaboration of the Participating Countries in respect of the Program; and

- (iv) identifying necessary Program adjustments based on monitoring and evaluation results.

2. Regional Coordination Unit

The RCU shall be responsible for coordinating the implementation of CSRP's and the Participating Countries' activities under the Project, including facilitating the Participating Countries to: (a) access to high level expertise to support fisheries policy, legal and regulatory and institutional reform process; (b) form independent panel of monitoring, control and surveillance experts; (c) linkages to a regional fishing vessel register and dashboard; (d) exchange visits and study tours with other countries under the Program; and (e) ongoing fiduciary and monitoring and evaluation.

C. Project Implementation Manual

1. The Recipient shall carry out Parts A, B, C and D.1 of 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 Parts A, B, C and D.1 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 A, B, C and D.1 of 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 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.

B. Subsidiary Agreement

- (a) For the purposes of carrying out Part D.2 of the Project, the Recipient shall make the proceeds of the Financing allocated from time to time to Category (1)(c) available to CSRP on a grant basis under a subsidiary agreement to be entered into between the Recipient and CSRP, under terms and conditions approved by the Association ("Subsidiary Agreement").
- (b) The Recipient shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient

shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Anti-Corruption

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

D. Annual Work Plans

1. The Recipient shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association not later than November 30 in each calendar year, for the Association'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, pursuant to the Environmental and Social Management Framework (ESMF), require the preparation of an Environmental and Social Management Plan (ESMP) or similar safeguard instrument or a Resettlement Action Plan, the Recipient shall prepare and furnish, together with such proposed work plan, a draft of such ESMP or similar safeguard instrument.
2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on such proposed plan and any such ESMP or similar safeguard instrument, or Resettlement Action Plan and thereafter, shall implement with due diligence and efficiency such work plan and such ESMP or similar safeguard instrument, or Resettlement Action Plan as shall have been approved by the Association.

E. Environmental and Social Safeguards

1. The Recipient shall: (a) not later than one hundred and twenty (120) days after the Effective Date, prepare, adopt and disclose, in form and substance satisfactory to the Association, the Environmental and Social Management Framework (ESMF) and the Resettlement Policy Framework (RPF); and (b) ensure that the Project is implemented in accordance with the provisions of the ESMF, any ESMP or similar safeguard instrument, the Resettlement Policy Framework or any Resettlement Action Plan in a manner satisfactory to the Association, and the Recipient shall not amend or waive any provision of the aforementioned documents without the prior written agreement of the Association.
2. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall collect, compile and furnish to the Association on a quarterly basis

reports on the status of compliance with the ESMF, ESMP or any similar safeguard instrument, or the RPF or any RAP giving details of:

- (a) measures taken in furtherance of the ESMF and any ESMP or similar safeguard instrument, or the RPF and any RAP;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMF and any of ESMP or similar safeguard instrument, or the RPF and any RAP; and
 - (c) remedial measures taken or required to be taken to address such conditions.
3. The Recipient shall promptly take all remedial measures referred to in paragraph 2 of this Section as shall have been agreed by the Association.

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 4.06 of the General Conditions, the Recipient shall 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 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 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 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

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.

5. Registration of Fleet

The Recipient shall, in a manner satisfactory to the Association:

- (a) within twelve (12) months after the Effective Date, complete full census of the number of artisanal boats operating in the EEZ, in form and substance satisfactory to the Association; and
- (b) within twenty four (24) months after the Effective Date, complete update of the census of the number of artisanal boats operating in the EEZ, in form and substance satisfactory to the Association, and thereafter, periodically update such census of artisanal boats, and not later than thirty six (36) months of the Effective Date, submit a record of such update, in form and substance satisfactory to the Association.

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 the 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.

4. Specific Financial Management Covenants

The Recipient shall:

- (a) not later than two (2) months after the Effective Date, in form and substance satisfactory to the Association, set up an accounting software for the Project; and
- (b) not later than four (4) months after the Effective Date: (i) appoint an internal auditor in accordance with Section III.C of Schedule 2 to this Agreement, to carry out ex post reviews of the Project transactions; and (ii) appoint an external auditor for the Project in accordance with Section III.C of Schedule to this Agreement.

C. External Controls for Parts A.5 of the Project

1. Independent Verification

- (a) The Recipient shall, no later than three (3) months after the Effective Date, cause the CSRP to appoint external monitoring and evaluation experts ("Independent Verifiers"), to act as third-party verifiers of the proper fulfillment of the DLIs set forth in Schedule 4 to this Agreement.
- (b) The Recipient shall cause the Independent Verifiers to carry out, prior to each Withdrawal, an assessment of the level of fulfillment of DLIs set forth in Schedule 4 to this Agreement, and provide to the Recipient and the Association, an Independent Verification Report containing, *inter alia*, said assessment on the fulfillment of the pertinent DLIs and a proposal for disbursement under each Withdrawal.

2. Independent Verification Reports

- (a) The Recipient shall cause the Independent Verifiers to furnish to the Association every calendar semester starting six months after the Effective Date, regular reports ("Independent Verification Reports") prepared in accordance with the provisions of the Project Implementation Manual.
- (b) The Recipient shall furnish to the Association every calendar semester starting six months after the Effective Date, Procurement Plan Progress Report describing the status of all procurement activities under Part A.5

of the Project as described in the Procurement Plan, as well as expected changes to the Procurement Plan.

- (c) The EEPs shall comply with the eligibility criteria and procedures set forth in the Project Implementation Manual.
- (d) If, at any time, the Association determines that any portion of the financing under the Project: (i) was used for items improperly procured in violation of Section III of this Schedule; (ii) was not used for Eligible Expenditures; or (iii) in case of the EEPs for Part A.5 of the Project, was not supported by evidence of actual spending by the Recipient under said EEPs and/or by evidence of satisfaction of other criteria set forth in this Agreement or in the Project Implementation Manual, the Recipient shall refund any such portion to the Association as the Association shall specify by notice to the Recipient.

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 procedures set forth under paragraph 3 immediately below; (b) Shopping; and (c) Direct Contracting.
3. National Competitive Bidding may be used as set forth in paragraph 2(a) immediately above, subject to the following provisions:
 - (a) Bidding documents acceptable to the Association shall be used.
 - (b) Eligibility to participate in a procurement process and to be awarded a contract financed by the Association 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 Association 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 Association.
 - (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 Association'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 Association's policy to sanction firms or individuals found to have engaged in fraud and corruption as set forth in the Procurement Guidelines.
- (k) In accordance with the Procurement Guidelines, each bidding document and contract shall include provisions stating the Association'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 paragraphs 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 Consultant's 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.

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 to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, consultants’ services, Operating Costs and Training for Parts A (except Part A.5), B, C and D.1 the Project	5,900,000	100%
(2) Goods, works, non-consulting services, consultants’ services, Operating Costs and Training for Part D.2 of the Project	400,000	100%
(3) Eligible Expenditure Program under Part A.5 of the Project for scheduled DLI disbursement set forth in the DLI Table	500,000	100% of DLI values for the pertinent Project Year
(4) Refund of Preparation Advance	300,000	Amount payable pursuant to Section 2.07 of the General Conditions
TOTAL AMOUNT	7,100,000	

For the purpose of the table set forth immediately above, the term “Operating Costs” means the incremental expenses incurred on account of Project implementation, based on the Annual Work Plans approved by the Association pursuant to Section I.D.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.

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement; or
 - (b) for any scheduled DLI payment under Category 3 unless the Recipient shall have:
 - i. submitted to the Association, in form and substance satisfactory to the Association, the applicable Customized Statement of Expenditure, and an Independent Verification Report for the pertinent Project Year, detailing the expenditures incurred under the IEP up to the date on which the withdrawal application shall be submitted; and
 - ii. by no later than forty-five (45) days after the end of the pertinent Project Year, furnished evidence satisfactory to the Association of the achievement of all five (5) DLIs for the actions to be achieved in the third Project Year, which actions are set forth in the DLI Table.
2. Notwithstanding the provisions of Section IV.B.1 (b) of this Schedule 2, no installment payments shall be made under Category 3 unless, evidence satisfactory to the Association has been furnished to the Association that the Recipient has achieved all but one DLI under the preceding Project Year, and that due to unavoidable circumstance beyond the control of the Recipient, the pending DLI was/were no longer achievable by its/their due date(s) and/or by the Closing Date.
3. In the event that the Association has withheld, or is entitled to withhold, part of the Financing pursuant to paragraph 2 of this Section IV.B.2, the Association may, at its sole discretion, authorize, at a later date, the full release of the amount(s) so withheld, if and when the Association is satisfied that the respective target DLI(s) has/have been achieved.
4. In the event that a target has not been met during its respective corresponding Project Year and achieved during the following year, the Association may authorize the payment of two corresponding tranches of DLI(s). In the event that the target is not met within two consecutive years, the corresponding amount shall be redistributed.
5. The Closing Date is December 15, 2020.

SCHEDULE 3

Disbursement Linked Indicators (DLIs)

DLI 1: Number of Reliable fisheries management data regularly available						
Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total (SDR)
Target	1 out of 6 types of fisheries data are made available	2 out of 6 types of fisheries data are made available	3 out of 6 types of fisheries data are made available	4 out of 6 types of fisheries data are made available	5 out of 6 types of fisheries data are made available	N/A
DLI Value (SDR)	20,000	20,000	20,000	20,000	20,000	100,000
Description of Achievement	<p>The achievement of the DLI target will be measured by assessing the number of reliable fisheries data that is made available.</p> <p>The types of fisheries data that will be made available include:</p> <ol style="list-style-type: none"> 1. list of valid fishing licenses from all segments (monthly) 2. list of infractions in artisanal and coastal segments (annually) 3. list of infractions in industrial segment (monthly) 4. fees from licenses (every trimester) 5. fees collected under fishing agreements (annually) 6. fees from infractions (annually) <p>The DLI is not scalable</p>					
Verification Protocol	<p>Verification: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this Agreement.</p> <p>Data source: The independent entity will verify the achievement of this DLI by reviewing the annual report of the <i>Observatoire National des Pêches</i> (ONP) to assess whether the fisheries data was made available.</p> <p>Procedure: The methodology used to assess the availability is a simple count of the number of the six types of data that are available.</p>					

DLI 2: Share of fisheries management data published regularly and made publicly accessible						
Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total (SDR)
Target	16% of fisheries management data published regularly and made publicly accessible	33% of fisheries management data published regularly and made publicly accessible	50% of fisheries management data published regularly and made publicly accessible	66% of fisheries management data published regularly and made publicly accessible	83% of fisheries management data published regularly and made publicly accessible	N/A
DLI Value (SDR)	30,000	30,000	30,000	30,000	30,000	150,000
Description of Achievement	<p>The achievement of the DLI target will be measured by the availability of fisheries management data made publicly accessible so as to improve transparency in the governance of fisheries.</p> <p>Six variables constitute the kinds of fisheries management data that is expected to be made accessible:</p> <ol style="list-style-type: none"> 1. list of valid vessel licenses in industrial segment (monthly) 2. list of artisanal fishing boats (annually) 3. list of infractions in industrial segment (monthly) 4. fees from licenses (every trimester) 5. fees collected under fishing agreements (annually) 6. fees from infractions (annually) <p>The DLI is not scalable</p>					
Verification Protocol	<p>Verification: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this Agreement.</p> <p>Data source: The information will be available in the annual statistical reports of the Observatoire National des Pêches (ONP) as well as in the accounts from the agency responsible for fisheries revenue management in the Ministry of Finance</p> <p>Procedure: The methodology to compute the target value is as follows: Calculation by division of number of accessible fisheries management variables in annual equivalent by defined total number of variables (6) x 100. For example, each monthly data will be recorded by 1/12. If this variable is published monthly during the year, its value will be 1. If this variable is published regularly for 6 months, its value will be 0.5.</p>					

DLI 3: Number of fishing vessels operating in the exclusive economic zones should not exceed the ceiling established for each segment						
Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total (SDR)
Target	“Yes”: number does not exceed the ceiling of 10,000 artisanal vessels (expressed in normalized value), and 85 industrial vessels	“Yes”: number does not exceed the ceiling of 10,000 artisanal vessels (expressed in normalized value), and 85 industrial vessels	“Yes”: number does not exceed the ceiling of 10,000 artisanal vessels (expressed in normalized value), and 85 industrial vessels	“Yes”: number does not exceed the ceiling of 10,000 artisanal vessels (derived from the register), and 85 industrial vessels	“Yes”: number does not exceed the ceiling of 10,000 artisanal vessels (derived from the register), and 85 industrial vessels	N/A
DLI Value (SDR)	20,000	20,000	20,000	20,000	20,000	100,000
Description of Achievement	<p>This is a proxy measure of the fishing capacity with the intent that the number of vessels should not increase so as to curb the trend of resource degradation.</p> <p>The number of fishing vessels includes foreign vessels.</p> <p>In the industrial segment, the number of vessel is measured with reference to the number of fishing licenses in annual equivalent.</p> <p>In the artisanal segment, measurement of the number of vessels will be based on the census in year 1; on the basis of the census update in years 2 and 3 and then on the basis the number of registered vessels in years 4 and 5.</p> <p>The indicator will be considered achieved (= “Yes”) if the fleet capacity is at or below the following values:</p> <ul style="list-style-type: none"> • In year 1, 2, and 3, a normalized value 10,000 reflecting the combined capacity of artisanal vessels of small and large model will be used. In year 4 and 5, the ceiling will be derived from registered artisanal vessels. • A maximum number of 85 industrial vessels having licenses as per the DNPM <p>The DLI is not scalable</p>					
Verification Protocol	Verification: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this Agreement.					

	<p>Data source: The information will be made available in the annual report of the <i>Direction Nationale de la Pêche Maritime</i> (DNPM) as part of the annual reporting of the Ministry of Fisheries and Aquaculture.</p> <p>Procedure: The indicator will be considered achieved (= "Yes") if the fleet capacity is at or below a normative value to 1,000 artisanal vessels, and 85 industrial vessels.</p>
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DLI 4: Share of fishing vessels registered (IR Indicator 1.2)						
Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total (SDR)
Target	100% of Industrial, and 0% of Artisanal fleet is registered	100% of Industrial, and 30% of Artisanal fleet is registered	100% of Industrial, and 80% of Artisanal fleet is registered	100% of Industrial, and 100% of Artisanal fleet is registered	100% of Industrial, and 100% of Artisanal fleet is registered	N/A
DLI Value (SDR)	16,200	22000	33000	16200	12500	99,900
Description of Achievement	<p>The achievement of the DLI target will be measured by verifying the percentage of registered vessels in industrial and artisanal segments of the fishing fleet</p> <p>In the artisanal segment, a census of the artisanal segment will be necessary to calculate this indicator in the first year. In the subsequent years the percentage will be calculated by administrative updating and on site verification at the landing sites.</p> <p>The DLI is not scalable</p>					
Verification Protocol	<p>Verification: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this agreement.</p> <p>Data source: In the industrial segment, the registration of vessels can be verified at the registry of the <i>Agence de Navigation Maritime</i> (ANAM). The registration of the artisanal vessels can be verified at the <i>Centre National des Sciences Halieutiques de Boussoura</i> (CNSHB).</p> <p>Procedure: The DLI will be considered achieved if the percentage of registered vessels is at or above the targeted percentage values</p>					

DLI 5: Satellite-based surveillance system for industrial fishing vessels by the national fisheries surveillance agency is functional						
Year	Year 1	Year 2	Year 3	Year 4	Year 5	Total (SDR)
Target	Surveillance system is functional 10 hours per day	Surveillance system is functional 14 hours per day	Surveillance system is functional 16 hours per day	Surveillance system is functional 20 hours per day	Surveillance system is functional 24 hours per day	N/A
DLI Value (SDR)	6,300	12,500	6,300	12,500	12,500	50,100
Description of Achievement	<p>This indicator is about ensuring that the surveillance system is functioning, so that informed surveillance action can be made. The goal is to bring the national surveillance center operational 24 hours per day by end of project.</p> <p>The DLI is not scalable</p>					
Verification Protocol	<p>Verification: The achievement of DLIs will be verified on an annual basis by the Independent Verifiers referred to in Section II.C.1 of Schedule 2 to this Agreement.</p> <p>Data source: Daily reports from surveillance patrol, available at the Centre National de Surveillance et de Protection des Pêches (CNSP).</p> <p>Procedure: The methodology used is the count of total number of hours of surveillance (on the sea on land and from the air) in a year divided by 365. The values are calculated annually.</p>					

**APPENDIX
Definitions**

1. "Annual Work Plans" means the annual work plans for the Project approved by the Association in accordance with the provisions of Section I.E of Schedule 2 to this Agreement; and "Annual Work Plan" means any of the Annual Work Plans.
2. "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.
3. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. "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 (revised July 2014).
5. "CSRP" means the *Commission Sous-Régionale des Pêches*, the sub-regional fisheries commission established and operating pursuant to the CSRP Treaty.
6. "CSRP Treaty" means the inter-governmental convention *Convention portant Création de la Commission Sous-Régionale des Pêches*, dated March 29, 1985 entered into among the member states of the CSRP (Mauritania, Senegal, the Gambia, Guinea-Bissau, Guinea, Cape Verde and Sierra Leone), as amended.
7. "Disbursement-Linked Indicator" or "DLI" means a set of indicators as specified in Schedule 4 to this Agreement; and "Disbursement-Linked Indicators" or "DLIs" means more than one Disbursement-Linked Indicator or DLI.
8. "DLIs" "DLI Table" means the table set forth in Schedule 4 to this Agreement.
9. "Displaced Person" means a person who as a result of: (i) the involuntary taking of land under the Project is affected in any of the following ways: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected person must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his or her livelihood.
10. "EEPs" or "Eligible Expenditure Programs" means a set of defined expenditures for goods, non-consulting services, consultants' services, training and operating costs made by the Recipient under Parts A.5 of the Project.

11. "Exclusive Economic Zone" or "EEZ" means the Recipient's maritime area beyond and adjacent to the territorial sea and extending up to 200 nautical miles from the baselines from which breadth of the territorial sea is measured, subject to the specific legal regime established in Part V of the UNCLOS.
12. "Environmental and Social Management Framework" or "ESMF" means the framework to be adopted by the Recipient and disclosed in the Recipient's territory and at the Association's *Infoshop* in accordance with the provisions of Section E.1(a) of Schedule 2 to this Agreement, said framework setting forth the modalities for environmental screening and the criteria and procedures for 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.
13. "Environmental Management Plan" or "EMP" means the environmental management plans included in the EA for the Identified Works and any subsequent environmental management plan required in connection with an Annual Work Plan, acceptable to the Association, giving details of measures appropriate or required to maximize the benefits of the Project, eliminate, offset or mitigate any adverse environmental impacts, or reduce such impacts to acceptable levels, together with budget and costs estimates, sources of funding, adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, such environmental management plan.
14. "Fisheries Legislation" means the Maritime Fisheries Code, Law No. 95-13 of 15 May 1995; Merchant Navy Code, Law No. 95-23 of 12 June 1995 of the laws of the Recipient, and all relevant implementing regulations established pursuant to the two laws.
15. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010.
16. "Independent Verifiers" means the independent verifiers referred to in Section II.C of Schedule 2 to this Agreement, recruited by the Recipient in order to prepare the Independent Verification Reports.
17. "Independent Verification Report" means the report prepared by the Independent Verifiers in accordance with the details provided in the Project Implementation Manual and referred to in Section II.C.2 of Schedule 2 to this Agreement to make disbursement recommendation for each Withdrawal based on the spending status of the Independent Verification Programs under Parts A.5 of the Project and the compliance with the DLIs.

18. "MCS" means the monitoring, control, and surveillance of fishing activities.
19. "*Ministère de la Pêches et de l'Aquaculture*" means the Recipient's ministry responsible for fisheries and aquaculture, or any successor thereto.
20. "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 and the Recipient on February 11, 2015.
21. "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 (revised July 2014).
22. "Procurement Plan" means the Recipient's procurement plan for the Project, dated February 10, 2015 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.
23. "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.
24. "Project Implementing Entity" means the CSRP.
25. "Project Implementation Manual" means the manual for the Project referred to in Section IC of Schedule 2 to this Agreement, as the same may be amended from time to time with prior written agreement of the Association.
26. "Project Implementation Unit" or "PIU" means the Recipient's implementing unit referred to in Section I.A.I.1 of Schedule 2 to this Agreement.
27. "Project Year" means a period of twelve (12) calendar months, the first such Project Year commencing on the Effective Date and ending twelve calendar months after such date.
28. "RAP" means a resettlement action plan to be prepared and implemented in accordance with the RPF and pursuant to the provisions of Section I.E.2 of Schedule 2 to this Agreement.
29. "Regional Operational Manual" means the "CSRP manual for Part D.2 of the Project referred to in Section I.C of the Schedule 2 to the Project Agreement, as

the same may be amended from time to time with prior written agreement of the Association.

30. "Regional Annual Work Plans and Budgets" means the CSRP annual work plans for Part D.2 of the Project approved by the Association in accordance with the provisions of Section I.D of the Schedule to the Project Agreement; and "Regional Annual Work Plan" means any of the Regional Annual Work Plans.
31. "Regional Coordination Unit" means the unit referred to in Section I.A.II.2 of Schedule 2 to this Agreement.
32. "Regional Steering Committee" means the committee referred to in Section I.A.II.1 of Schedule 2 to this Agreement.
33. "RPF" means the Recipient's Resettlement Policy Framework to be adopted by the Recipient and disclosed in the Recipient's territory on and at the Association's *InfoShop* in accordance with the provisions of Section E.1(a) of Schedule 2 to this Agreement, 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 Association.
34. "Subsidiary Agreement" means the agreement referred to in Section 5.01 (a) and Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity.
35. "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.
36. "UNCLOS" means the United Nations Convention on the Law of the Sea, United Nations Convention on the Law of the Sea, December 10, 1982; ratified by the Recipient on September 6, 1985.