OFFICIAL DOCUMENTS

The World Bank
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION
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Washington, D.C. 20433
U.S.A.
(202) 477-1234
Cable Address: INTBAFRAD
Cable Address: INDEVAS

Date: June 23, 2017

Honorable Mamodou L. Kargbo
Minister of Finance and Economic Development
Ministry of Finance and Economic Development
Treasury Building, George Street
Freetown, Sierra Leone

Dear Honorable Minister:

Re: Sierra-Leone: JSDF Grant Agreement for Strengthening Community Mobilization and Local Council Service Delivery in the Post-Ebola Context Project (TF0A4737)

In response to the request for financial assistance made on behalf of the Republic of Sierra-Leone ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank"), acting as administrator of grant funds provided by Japan ("Donor") under the Japan Social Development Fund (JSDF), proposes to extend to the Recipient a grant in an amount not to exceed two million seven hundred and fifty thousand United States Dollars (U.S.$2,750,000) ("Grant") on the terms and conditions set forth or referred to in this grant agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donor. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donor under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in 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.

Very truly yours,
INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Henry Kerali
Country Director, Sierra Leone
Africa Region
AGREED:
REPUBLIC OF SIERRA-LEONE

By
Authorized Representative

Name

Title
High Commissioner

Date: 23rd June 2017

Enclosures:


(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, February 2017.
JSDF Grant No.TF0A4737

ANNEX

Article I
Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("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 the Appendix to this Agreement.

Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to respond to the post-EVD needs at the local level in Sierra Leone by building community resilience through EVD sensitization efforts and social mobilization activities in the districts most affected by the disease.

Part I: **Local Councils Social Sensitization Activities**

Promoting social cohesion and resilience through strengthening Local Councils (LCs) capacity and by implementing community-wide sensitization meetings, forums and health talks, diminishing the negative effects of Ebola on social trust and providing support to the victims. The activities under this part include:

(a) organizing community-wide sensitization meetings and forums, including community dialogues, community support, anti-stigma activities and collective memorial services;
(b) arranging health talks in clinics, markets, and other places of assembly;
(c) providing training to Ward Committee (WDC) members and LC councilors on trauma healing and social sensitization;
(d) providing training to LC officers and Resident Technical Facilitators (RTFs) on trauma healing, social sensitization and personal/household hygiene;
(e) providing training to traditional healers and religious leaders to reinforce the response to Ebola Virus Disease’s (EVD) psychosocial effects;
(f) organizing a nation-wide forum for EVD survivors and their families to strengthen the bonds between individuals and families affected by the disease;
(g) conducting assessment by DecSec, MoSWGCA and CSOs of the relevant curricula for training and sensitization activities;
(h) maintaining permanent communication with DHMTs, CSOs, and representatives for the PERS and EERP to ensure an integrated response to the EVD crisis; and
(i) providing Subgrants to a eligible Civil Society Organization (CSOs) in each targeted District to conduct additional social sensitization in the form of community mobilization activities and forums (Subprojects).
Part II: Creating Social Mobilization Mechanisms to improve LC service delivery

Building community resilience in the two districts most affected by EVD by: (i) creating social accountability and community monitoring mechanisms for the effective delivery of social services; (ii) promoting direct citizen engagement in the monitoring of LC services; and (iii) piloting participatory budgeting. The activities under this part include:

A. Community Monitoring and Social Accountability

(a) Organizing workshops and providing training to citizens in a range of skills related to communications, advocacy and conflict resolution, for effective participation in community life;

(b) Providing Subgrants to DecSec for up-scaling the Community Monitoring Intervention (CMI) (Subprojects) in Freetown and Port Loko Districts;

(c) Providing training to RTFs, LC monitoring and evaluation officers, and Environment and Social Safeguards Officers (ESOs) on social accountability tools;

(d) Organizing capacity building workshops for CSOs to ensure alignment with general Project strategies;

(e) Organizing joint monitoring visits to LCs by relevant MDAs; and

(f) Organizing Information, Education and Communications (IEC) campaigns for the CMI in Freetown and Port Loko Districts.

B. LC Participatory Budgeting Pilot

(a) Providing Participatory Budgeting (PB) Subgrants to selected LCs for Subprojects determined by community participants, in Freetown and Port Loko Districts;

(b) Organizing WDC meetings open to the public to discuss the list of final proposals;

(c) Supporting community participation in the selection of Subprojects;

(d) Initiating IEC campaign to spread the word on the PB process and to make proposed projects known to community members and ensure participation in the voting process;

(e) Organizing voting process to select the sub-projects to be implemented in the locality; and

(f) Launching public information and sensitization campaigns to inform about the results of the PB process, and conducting capacity building training for all WDC members before the start of the PB process.

Part III: Project Management, Monitoring and Evaluation, and Knowledge Management

Providing technical and advisory support to IPAU and DecSec to carry out the day-to-day activities of the Project, including procurement, financial management, auditing, monitoring and evaluation, and knowledge management and dissemination, and operating costs, as further detailed in the Project Operations Manual.
2.02. **Project Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through Integrated Project Administration Unit (IPAU) under the Ministry of Finance and Economic Development (MoFED), in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).

2.03. **Institutional and Implementation Arrangements**

**A. Institutional Arrangements**

1. **Integrated Project Administration Unit (IPAU):** The Recipient shall designate, at all times during the implementation of the Project, the Integrated Project Administration Unit, under the Ministry of Finance and Economic Development to be responsible for prompt and efficient oversight and coordination of Project activities, and shall cause to be taken all actions including the provision of funding, personnel and other resources to enable said IPAU to implement the Project in coordination with Decentralized Secretariat (DecSec), under the Ministry of Local Government and Rural Development.

2. Without limitation to the provisions of sub-paragraph 1 of this paragraph A, the Recipient shall maintain, at all times during the implementation of the Project, the IPAU within MoFED, with functions, staffing and resources satisfactory to the World Bank for the purpose of ensuring prompt and efficient overall coordination, implementation and communication of Project activities and results including being responsible for: (i) fiduciary elements of Project implementation (financial management and procurement); (ii) preparing the Annual Work Plan and Budget and ensuring its implementation; (iii) consolidating periodic progress reports; (iv) monitoring and evaluating Project activities; (v) liaising with other implementing institutions on issues related to Project implementation; and (vi) coordinating and providing other administrative support to DecSec, as detailed in the Project Operations Manual.

3. **Decentralized Secretariat:** Without limitation to the provisions of sub-paragraph 1 and 2 of this paragraph A, the Recipient shall maintain, at all times during the implementation of the Project, the DecSec within MLGRD, with functions, staffing and resources satisfactory to the World Bank, and with close coordination with IPAU for the implementation of the Project. The DecSec would mainly be responsible for: (i) data collection; (ii) technical support to LCs and WDCs; (iii) liaising with other department; (iv) conducting site visits to discuss and address issues related to the progress of activities being implemented by LCs and WDCs; and (v) coordinating with IPAU in: updating the project results framework, assessing progress in terms of the Project’s indicators, producing annual progress reports, and an implementation completion report at the end of the Project for submission to the Bank and to the Government of Japan, as detailed in the Project Operations Manual.
4. **Local Councils (LCs):** Without limitation to the provisions of sub-paragraphs 1, 2 and 3 of this paragraph A, the Recipient shall through IPAU designate, at all times during the implementation of the Project, the respective LCs established in the respective Localities, to be responsible for, inter alia, implementing Subprojects under Part II of the Project, all in accordance with the Operational Manual. The Recipient through IPAU shall cause to be taken all actions including the provision of funding, personnel and other resources to enable said LCs to implement said Subprojects.

B. **Implementation Arrangements**

1. **Project Operations Manual:** The Recipient shall through IPAU prepare in accordance with terms of reference acceptable to the World Bank and furnish to the World Bank for review a Project Operations Manual, providing details of arrangements and procedures for the implementation of the Project, including the following matters: (A) capacity building activities for sustained achievement of the Project’s objectives; (B) arrangements on financial management, setting forth the detailed policies and procedures for financial management under the Project; (C) procurement management procedures; (D) institutional administration, coordination and day to day execution of Project activities; (E) monitoring and evaluation; (F) reporting; (G) information, education and communication of Project activities; (H) the eligibility criteria, guidelines and detailed procedures for the selection and approval of Subprojects and for provision and management of Subgrants under Part (I) and (II) of the Project; and (I) other technical and organizational arrangements and procedures as shall be required for the Project.

2. The Recipient shall through IPAU afford the World Bank a reasonable opportunity to exchange views with the Recipient on said operations manual, and thereafter, shall adopt such operations manual, as shall have been approved by the World Bank (“Project Operations Manual”).

3. The Recipient shall through IPAU ensure that the Project is carried out in accordance with the Project Operations Manual; provided, however, that in case of any conflict between the provisions of the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. Except as the World Bank shall otherwise agree, the Recipient shall through IPAU not amend, abrogate or waive any provision of the Project Operations Manual

C. **Project Annual Work Plan and Budget**

1. The Recipient shall through IPAU prepare and furnish to the World Bank for its approval, not later than December 1 of each year during the implementation of the Project, a proposed Project annual work plan and budget containing all eligible activities (including Subprojects) under the Project and expenditures planned for the following Fiscal Year, and specifying the source or sources of financing for all eligible expenditures and the percentage of financing of such expenditures from each such source.
2. Each such Project annual work plan and budget shall specify among the activities under Parts I and II of the Project, any training activities that may be required under said Parts, including: (a) the type of training; (b) the purpose of the training; (c) the personnel to be trained; (d) the institution which will conduct the training; (e) the location and duration of the training; and (f) the cost of the training.

3. The Recipient shall through IPAU afford the World Bank a reasonable opportunity to exchange views with the Recipient on each such proposed Project annual work plan and budget, and thereafter to implement the Project or cause it to be implemented during such following Fiscal Year with due diligence in accordance with such Project annual work plan and budget, as shall have been approved by the World Bank (“Project Annual Work Plan and Budget”).

4. The Recipient shall through IPAU not make or allow to be made any change to the approved Project Annual Work Plan and Budget without prior approval in writing by the Association.

D. Subprojects and Subgrants

1. The Recipient shall through IPAU, on the basis of an approved annual work plan and budget submitted by a CSO, DecSec and LC, review and approve Subproject proposals, and monitor and supervise Subprojects under Part I and II of the Project, and administer the Subgrants in accordance with the guidelines and procedures set forth in paragraphs 2 and 3 below, and elaborated further in the Project Operations Manual.

2. Eligibility Criteria for Subprojects

Each proposed Subproject contained in an approved CSO, DecSec and LC’s annual work plan and budget shall be eligible for financing upon Recipient’s determination, through IPAU, on the basis of an approval process conducted in accordance with this paragraph and, as specifically set forth in the Project Operations Manual and satisfies the following conditions. A Subgrant shall be made to a CSO, DecSec and LC respectively, on a non-reimbursable grant basis.

(i) the Subproject shall cover all activities of the CSO, DecSec and LC respectively to be carried out during the period of one Fiscal Year in the eligible sectors, as further described in the approved annual work plan;

(ii) the Subproject shall be approved by the Recipient through IPAU, in accordance with criteria set forth in the Project Operations Manual; and

(iii) the Subproject shall be approved by the Recipient through IPAU and the World Bank, unless with respect to the World Bank’s approval, the World Bank has notified the Recipient through IPAU in writing that its prior approval is not required.
3. **Subprojects; Subgrant Agreement**

(a) To facilitate the carrying out of each Subproject, the Recipient shall through IPAU make each Subgrant to the respective CSO, DecSec and LC under Subgrant Agreement, in form and substance satisfactory to the World Bank, which shall include the following terms and conditions, and such additional terms and conditions, as the same may be elaborated upon in the Project Operations Manual:

(i) The CSO, DecSec and LC respectively shall undertake: (1) to carry out the Subproject with due diligence and efficiency and in accordance with sound technical, financial, and managerial practices, including in accordance with the provisions of the Anti-Corruption Guidelines; (2) provide, promptly as needed the resources required for these purposes; and (3) maintain adequate records.

(ii) The CSO, DecSec and LC shall ensure that the goods, and consulting services to be financed out of the proceeds of the Subgrants shall be procured in accordance with the provisions of this Agreement and used exclusively in carrying out the Subproject.

(iii) The CSO, DecSec and LC shall maintain policies and procedures adequate to enable them to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Subproject and the achievement of its objectives.

(iv) The CSO, DecSec and LC respectively shall: (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Subproject; and (2) for each fiscal year of the Recipient, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and furnish the statements as so audited to the Recipient through IPAU (and the World Bank, if required), not later than six months after the end of such fiscal year.

(v) The Recipient shall through IPAU have the right to inspect by itself, or jointly with the World Bank, if the World Bank shall so request, the goods, sites, and plants included in the Subproject, the operations thereof, and any relevant records and documents.

(vi) The CSO, DecSec and LC respectively shall prepare and furnish to the Recipient through IPAU and the World Bank all such information as the World Bank shall reasonably request relating to the implementation of the Subproject, and the performance by the respective CSO, DecSec and LC of their obligations under their Subgrant Agreement.
(vii) The Recipient through IPAUI, may suspend or terminate the right of the CSO, DecSec and LC to use the proceeds of the Subgrant upon failure by them to perform their obligations under their Subgrant Agreement with the Recipient through IPAUI.

(viii) The CSO, DecSec and LC shall promptly inform the Recipient through IPAUI, and the World Bank of any condition which interferes or threatens to interfere with the progress of their Subproject, or the performance by them of their obligations under its Subgrant Agreement with the Recipient through IPAUI.

(b) The Recipient shall through IPAUI exercise its rights under its Subgrant Agreement with each CSO, DecSec and LC respectively in such a manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant, and, except as the World Bank shall otherwise agree in writing, the Recipient through IPAUI shall not assign, amend, abrogate or waive any Subgrant Agreement with any CSO, DecSec and LC, or any provision thereof.

E. Environmental and Social Safeguards

1. The Recipient shall through IPAUI carry out the Project in accordance with the environmental and social guidelines, rules and procedures defined in the Environmental and Social Management Framework (ESMF). To this end, in cases of any activity requiring: (a) the carrying out of an Environmental Assessment ("EA"), the Recipient shall through IPAUI ensure that an EA for such activity is: (i) carried out, in accordance with the requirements of the ESMF and furnished to the World Bank for review and approval; and (ii) disclosed as required by the ESMF and approved by the World Bank; (b) the maintenance of a site specific Environmental Management Plan (EMP) under the ESMF, the Recipient shall through IPAUI prepare, implement and monitor EMPS in accordance with the ESMF and in form and substance acceptable to the World Bank, defining: (i) measures to be taken during the implementation of the Subprojects to eliminate or offset adverse environmental impacts, or to reduce them to acceptable levels; and (ii) plans for monitoring relevant measures.

2. The Recipient shall through IPAUI not amend or waive, or permit to be waived, the ESMF, EA or EMPS, or any provision of any one thereof, without the prior written agreement of the World Bank.

3. The Recipient shall through IPAUI ensure that all measures for carrying out the recommendations of the ESMF, EA and EMPS are taken in a timely manner.

4. The Recipient shall through IPAUI include in the Project Reports referred to in Section 2.05 of the Annex to this Agreement, adequate information on monitoring the measures defined in the ESMF, EA and EMPS, giving details of:

(i) measures taken in furtherance of such ESMF, EA and EMPS;
(ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF, EA and EMPs; and

(iii) remedial measures taken or required to be taken to address such conditions and to ensure the continued efficient and effective implementation of such ESMF, EA and EMPs.

F. **Grievances Redress Mechanism:** The Recipient shall designate, at all times during the implementation of the Project, the Grievances Redress Mechanism (GRM) to address stakeholder concerns stemming from the community sensitization and the subproject selection processes.

2.04. **Donor Visibility and Visit.** (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donor’s support for the Project.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donor to visit any part of the Recipient’s territory for purposes related to the Project.

2.05. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall through IPAU monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

(b) The Recipient shall through IPAU prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

2.06. **Financial Management.** (a) The Recipient shall through IPAU ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall through IPAU ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall through IPAU have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.
2.07. **Procurement**

(a) **General.** All goods and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:


(ii) Sections I and IV of 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) (“Consultant Guidelines”) in the case of consultants’ services; and

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

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

(c) **Particular Methods of Procurement of Goods**

(i) Except as otherwise provided in sub-paragraph (ii) below, goods shall be procured under contracts awarded on the basis of National Competitive Bidding subject to the following additional procedures:

The procurement procedure to be followed for National Competitive Bidding (NCB) shall be the open competitive bidding procedure set forth in The Public Procurement Act, 2004, of Sierra Leone (the “Act”); provided, however, that such procedure shall be subject to the provisions of Section I, and Paragraphs 3.3 and 3.4 of the “Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers”, and the following additional provisions (exceptions to the Act):

a) Bidding documents acceptable to the Bank shall be used.

b) Eligibility to participate in a procurement process and to be awarded a Bank-financed contract 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 Bank.

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 Bank’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 Bank’s policy with respect to inspection and audit of accounts, records and other documents relating to the submission of bids and contract performance.

(ii) The following methods, other than National Competitive Bidding, may be used for procurement of goods for those contracts which are specified in the Procurement Plan: (A) Limited International Bidding; (B) National Competitive Bidding; (C) Shopping; (D) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; (E) Direct Contracting; (F) Force Account; (G) Procurement from UN Agencies; (H) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (I) Procurement under Public Private Partnership Arrangements in accordance with procedures which have been found acceptable to the World Bank; and (J) Community Participation procedures which have been found acceptable to the World Bank.

(d) Particular Methods of Procurement of Consultants’ Services

(i) Except as otherwise provided in item (ii) below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods, other than Quality- and Cost-based Selection, may be used for the procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants’ Qualifications; (E) Single-source Selection of consulting firms; (F) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the World Bank; (G) Selection of UN Agencies; (H) Selection of consultants under Indefinite Delivery Contract or Price Agreement; (I)
Selection of Individual Consultants; and (I) Single-source procedures for the Selection of Individual Consultants.

(c) **Review by the World Bank of Procurement Decisions.** The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Article III**
**Withdrawal of Grant Proceeds**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated 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 the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Consultant services</td>
<td>118,500</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Training and Workshops</td>
<td>776,500</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Goods</td>
<td>581,000</td>
<td>100%</td>
</tr>
<tr>
<td>(4) Subgrants under parts I and II of the Project:</td>
<td>1,220,000</td>
<td>100%</td>
</tr>
<tr>
<td>Subgrants under Part I(i)</td>
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<tr>
<td>Subgrants under Part II.A(b)</td>
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<td>Subgrants under Part II.B(a)</td>
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<td></td>
</tr>
<tr>
<td>(5) Operating Costs</td>
<td>54,000</td>
<td>100%</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT</strong></td>
<td><strong>2,750,000</strong></td>
<td></td>
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</tbody>
</table>
3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made:

(a) for payments made prior to the date of this Agreement;

(b) until the Recipient through IPAU has prepared and approved, the Project Annual Work Plan and Budget for the first year of Project implementation, in form and substance satisfactory to the World Bank; and

(c) for payments under Category (4) for a Subprojects, unless the Recipient through IPAU has furnished to the World Bank, evidence satisfactory to the World Bank, that: (i) the Recipient through IPAU has concluded Subgrant Agreements with the respective CSO, LC and DecSec for such Subproject under terms and conditions satisfactory to the World Bank.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 27, 2020.

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**Article V**

**Recipient’s Representative; Addresses**

4.01. **Recipient’s Representative.** The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its minister at the time responsible for finance.

4.02. **Recipient’s Address.** The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

- Ministry of Finance and Economic Development
- Ministerial Building
- George Street
- Freetown, Sierra Leone

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

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

<table>
<thead>
<tr>
<th>Cable:</th>
<th>Telex:</th>
<th>Facsimile:</th>
</tr>
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<tr>
<td>INDEVAS</td>
<td>248423 (MCI) or 64145 (MCI)</td>
<td>1-202-477-6391</td>
</tr>
</tbody>
</table>
APPENDIX

Definitions


2. “Category” means a category set forth in the table in Section 3.01 of the Annex to this Agreement.

3. “Decentralization Secretariat” or “DecSec” means the secretariat referred to in Section 2.03.A.3 of the Annex to this Agreement and any successor thereto.

4. “Environmental Assessment” or “EA” means, with respect to each activity under the Project pursuant to which the ESMF requires an environmental assessment, such assessment, carried out in accordance with the provisions of Section 2.03.E. of the Annex to this Agreement.


6. “ESMF” means the Recipient’s updated environmental and social management framework disclosed in-country on September 20, 2016, and in the World Bank’s InfoShop on September 26, 2016, describing the rules, guidelines, procedures, timetables and plans to assess environmental and social impacts of the Project and defining measures to reduce, mitigate or offset adverse environmental and social impacts and enhance positive impacts of Project, referred to in Section 2.03.E. of the Annex to this Agreement, as the same may be amended from time to time with the prior written approval of the World Bank.

7. “EMP” means an environmental management plan, which may as appropriate be a simplified checklist, to be prepared for every Subproject with potential environmental impacts defining: (a) the measures to be taken during the implementation of a particular activity to eliminate or offset adverse environmental impacts, or to reduce them to acceptable levels; and (b) the actions needed to implement these measures, as such EMP may be amended from time to time with the prior written approval of the World Bank, as referred to under Section 2.03.E. of the Annex to this Agreement.

8. “IPAU” means the Integrated Project Administrative Unit, under the Ministry of Finance and Economic Development responsible for Project implementation in coordination with DecSec, as referred to in Section 2.03.A.1 of the Annex to this Agreement.

9. “Local Council” or “LC” means a local council established and operating pursuant to the Local Government Act and any successor thereto, and “Local Councils” or “LCs” means, collectively, all such Local Councils, as referred to in Section 2.03.A.4 of the Annex to this Agreement.


11. “Locality” means an administrative unit of the Recipient as defined by the Local Government Act.
12. "MDAs" means the Recipient’s ministries, departments and agencies that have devolved their functions to Local Councils pursuant to the Local Government Act, and its ancillary instruments, including ministries, departments and agencies and “MDA” means any of such MDAs, individually.


15. “MoSWGCA” means Recipient’s Ministry of Social Welfare, Gender, and Children’s Affairs and any successor thereto.

16. “Operating Costs” means the reasonable costs, as shall have been approved by the World Bank, for the incremental expenses incurred on account of Project implementation, consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office (and office equipment) maintenance, utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consultants’ services and salaries of officials of the Recipient’s civil service).

17. “Project Annual Work Plan and Budget” means the approved Project Annual Work Plan and Budget referred to in Section 2.03.C. of the Annex to this Agreement.


19. “Project Operations Manual” means the manual, in form and substance satisfactory to the World Bank as referred to in Section 2.03.B of the Annex to this Agreement; as such manual may be amended from time to time with written agreement of the World Bank.

20. “Procurement Plan” means the Recipient’s procurement plan for the Project as 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.

21. “Public Procurement Act” means the Public Procurement Act Number 14 of 2004 of the laws of the Recipient, as amended from time to time.

22. “Subgrant” means a grant made or proposed to be made pursuant to a Subgrant Agreement by the Recipient, through IPAU, out of the proceeds of the Grant, to a CSO, DecSec and LC, to finance the costs of goods, and services for one or more Subprojects under Part I and II of the Project.

23. “Subproject” means a specific development program of activities to be carried out by a CSO, DecSec and LC under Part I and II of the Project and “Subprojects” means, collectively, all such Subprojects.
24. "Subgrant Agreement" means each agreement entered into between the Recipient through IPAU, and a CSO, DecSec and LC under Section 2.03.D.3(b) of the Annex to this Agreement, and pursuant to which a Subgrant is made or proposed to be made by the Recipient through IPAU to such CSO, DecSec and LC, and "Subgrant Agreements" means, collectively, all such Subgrant Agreements.

25. "Training and Workshops" means the reasonable costs, as shall have been approved by the World Bank, for training and workshops conducted under the Project, including tuition, travel and subsistence costs for training and workshop participants, costs associated with securing the services of trainers and workshop speakers, rental of training and workshop facilities, preparation and reproduction of training and workshop materials, and other costs directly related to training course and workshop preparation and implementation (but excluding goods and consultants' services).