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ACGF GRANT TRUST NUMBER TF010655

# Africa Catalytic Growth Fund Grant Agreement

(Additional Financing for the West Africa Regional Fisheries Program (Phase I) -  
Sierra Leone Project)

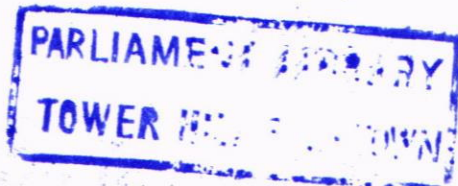
between

REPUBLIC OF SIERRA LEONE

and

INTERNATIONAL DEVELOPMENT ASSOCIATION  
acting as administrator of the  
Multi-Donor Trust Fund for the Africa Catalytic Growth Fund

Dated 17<sup>th</sup> October, 2011



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ACGG GRANT TRUST FUND NUMBER TF010655

AFRICA CATALYTIC GROWTH FUND  
GRANT AGREEMENT

AGREEMENT dated *17<sup>th</sup> Oct*, 2011, entered into between the REPUBLIC OF SIERRA LEONE ("Recipient") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Multi-donor Trust Fund for the Africa Catalytic Growth Fund ("Trust Fund"), for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement).

The Recipient and the World Bank hereby agree as follows:

**Article I**  
**Standard Conditions; Definitions**

- 1.01. The "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated July 31, 2010 ("Standard Conditions") 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 Standard Conditions or in the Preamble or the Appendix to this Agreement.

**Article II**  
**The Project**

- 2.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall: (i) carry out Part A.1(a), (b), (c), (d) and (e), A.2, A.3, A.4(a), B.1(a), B.2, C.1, C.2(b), D.1 and D.2 of the Project through MFMR; and (ii) cause Parts A.1(f), A.4(b), B.1(b), B.3, C.2(a), and D.3 of the Project to be carried out by CSRP, all in accordance with the provisions of Article II of the Standard Conditions and the Project Agreement.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement and the Project Agreement.

and (e), A.2, A.3, A.4(a), B.1(a), B.2, C.1, C.2(b), D.1 and D.2 of the Project through MFMR; and (ii) cause Parts A.1(f), A.4(b), B.1(b), B.3, C.2(a), and D.3 of the Project to be carried out by CSRP, all in accordance with the provisions of Article II of the Standard Conditions and the Project Agreement.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and

**Article III  
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount of eight million Dollars (\$8,000,000) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the Trust Fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions, the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

**Article IV  
Additional Remedies**

- 4.01. The Additional Event of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following, namely, that the Project Implementing Entity Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement; or 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 environmental obligations or so as to otherwise affect materially and adversely the ability of the Recipient or of the Project Implementing Entity to perform any of its obligations under the Original Financing Agreement, the GEF Trust Fund Grant Agreement, the Project Agreement or this Agreement, as the case may be, or to achieve the objective of the Project.

**Article V  
Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that this Agreement has been executed and delivered.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 of this Agreement, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing, on behalf of the Recipient, that this

Agreement has been duly authorized or ratified by, and executed and delivered on its behalf, and is legally binding upon it in accordance with its terms.

- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 of this Agreement ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the GEF Trust Fund Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**  
**Recipient's Representative; Addresses**

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Minister in charge of finance.
- 6.02. 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  
Republic of Sierra Leone

Facsimile:

(232) 22 228 472