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Sierra Leone

Agriculture Value chain Development Project

Negotiated financing agreement

Negotiated financing agreement: "Agriculture Value chain Development Project"

(Negotiations concluded on 12 November 2018)

Loan Number: _____

Grant Number: _____

Project Title: Agriculture Value chain Development Project (AVDP) (the "Project")

The Republic of Sierra Leone (the "Borrower/Recipient")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

(each a "Party" and both of them collectively the "Parties")

hereby agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1), the Allocation Table (Schedule 2) and Special Covenant (Schedule 3).
2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of April 2014, and as may be amended hereafter from time to time (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein.
3. The Fund shall provide a Loan and a Grant to the Borrower/Recipient (all together the "Financing"), which the Borrower/Recipient shall use to implement the Project in accordance with the terms and conditions of this Agreement.

Section B

1.
 - A. The amount of the Loan is five million nine hundred thousand United States dollars (USD 5 900 000).
 - B. The amount of the Grant is five million nine hundred thousand United States dollars (USD 5 900 000).
2. The Loan is granted on highly concessional terms. Accordingly the Loan granted on highly concessional terms is free of interest but bears a service charge of three fourths of one per cent (0.75%) per annum payable semi-annually in the Loan Service Payment Currency, and has a maturity period of forty (40) years, including a grace period of ten (10) years starting from the date of approval of the Loan by the Fund's Executive Board.
3. The Loan Service Payment Currency shall be United States dollars.
4. The first day of the applicable Fiscal Year shall be January 1st.

5. Payments of principal and service charge shall be payable on each May 1st and November 1st.
6. There shall be an account designated to receive IFAD loan and grant funds in advance (Designated Account) denominated in USD, to be maintained in a commercial bank. The funds in the Designated Account shall not be mingled with other funds. There shall be a Project account denominated in SLL to receive Financing from the Designated Account in a commercial bank.
7. There shall be a Project account denominated in SLL to receive the Financing from the Designated Account in a commercial bank. In addition, there will be separate counterpart account to receive counterpart financing from the government.
8. The Borrower/Recipient shall provide counterpart financing for the Project in the amount of approximately one million nine hundred thousand United States dollars (USD 1 900 000) to cover taxes and duties and other Project implementation costs, including supervision, in accordance with the approved Annual Work Plan and Budget (AWPB) of the Project.

Section C

1. The Lead Project Agency (LPA) shall be the Ministry of Agriculture (MAF).
2. The following are designated as additional Project Parties: Private sector actors (Agribusiness, SMEs) and Community Banks and Financial Services Associations.
3. The Project Completion Date shall be the sixth anniversary of the date of entry into force of this Agreement.

Section D

The Financing will be administered and the Project supervised by the Fund.

Section E

1. The following are designated as additional grounds for suspension of this Agreement under the General Conditions:
 - (a) the Project Implementation Manual (PIM), or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior consent of the Fund, and the Fund has determined that such waiver, suspension, termination, amendment or modification has had, or is likely to have, a material adverse effect on the Project.
 - (b) any institutional changes have been made by the Borrower/Recipient to the Project Steering Committee or the Project Implementation Unit (PIU), including the transfer, suspension, or termination of key PIU staff without cause and without the Fund's no-objection, and the Fund has determined that such changes are likely to have a material adverse effect on the Project.

2. The following are designated as additional general conditions precedent to withdrawal:
 - (a) Key Staff including the Project coordinator, the financial controller and the procurement specialist have been duly appointed; and
 - (b) A PIM including the Financial Administration and Accounting manual, has been approved by IFAD.
3. This Agreement is subject to ratification by the Borrower/Recipient.
4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower/Recipient:

Minister for Finance
Treasury Building
George Street
Freetown, Sierra Leone

For the Fund:

The President
International Fund for Agricultural development
Via Paolo di Dono 44
00142 Rome, Italy

This Agreement, dated [click and type], has been prepared in the English language in two(2) original copies, one (1) for the Fund and one (1) for the Borrower/Recipient.

REPUBLIC OF SIERRA LEONE

Authorized Representative
(Name and title)

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT

Gilbert F. Houngbo
President

Schedule 1

Project Description and Implementation Arrangements

I. Project Description

1. **Goal.** The goal of the Project is the improvement of the livelihoods, food security and climate change resilience of rural farming households in Sierra Leone.
2. **Objectives.** The objective of the Project is to increase incomes for smallholder farmers through the promotion of agriculture as a business.
3. **Target Population.** The Project shall benefit about 34,000 direct beneficiaries in the 16 districts of the country (the "Project Area") and focus activities where the climatic and agro-ecological conditions are favourable for smallholders to produce cocoa, oil palm and rice. The primary target group will be smallholder producers of cocoa, rice and oil palm. Additionally, the project will target (a) farmer-based organized institutions such as Agribusiness Centres (ABCs), Farmer Organizations and cooperatives; and (b) institutions providing services or inputs such as input suppliers, agro-dealers, agents/middlemen, and processors as well as buyers/exporters. Over the life of the Project, AVDP interventions will include at least 40% women and 40% youths, and will employ mechanisms that promote gender equality and social inclusion.
4. **Components.** The Project shall consist of the following Components:
 - 4.1. **Component 1. Climate Resilient and Smart Agricultural Production.** The outcome of this component is that volume and value of production is increased, and production systems are made more climate resilient. The component will support the preparation of Business Development Plans at the level of the ABCs that will include a comprehensive plan of the investments needed to develop the productive capacities of rice, cocoa or oil palm. All investments will be assessed for their social and environmental impact through Environment and Social Management Plans. Capacity building for improved production techniques and extension will be provided using the Farmer Field School (FFS) methodology.
 - 4.1.1 **Sub-Component 1.1. Support to smallholder rice production and productivity,** will work with 5,000 rice farmers who have not previously benefited from the SCP/GAFSP Project, to provide technical assistance through Farmer Field Schools and financial support for the development of inland valley swamps for double or triple cropping of rice, and improved access to quality inputs and mechanized farming services. The Project will help Farmers' Organizations and ABCs mentioned above add value to paddy by improving milling capacity and quality and facilitating market linkages with off-takers. The Project will similarly provide technical assistance and training to 5,000 legacy rice farmers that have benefitted from past projects.
 - 4.1.2. **Sub-Component 1.2. Support to tree crop production and productivity,** will work with 9,000 farmers (5,000 cacao and 4,000 oil palm producers) each receiving support for the establishment of a one-hectare plot, who were not direct beneficiaries of the SCP/GAFSP Project. The subcomponent will enhance the economic viability and climate resilience of oil palm and cocoa farmers and link them more effectively to private sector markets. The AVDP will also continue to provide technical assistance and training for 4,000 legacy oil palm farmers who received assistance under past projects.

Replanting and new planting of cocoa sites will be supported partially by the Adaption Fund with provision of climate resilient hybrid seeds provided by the rejuvenated clonal garden of the Sierra Leone Agricultural Research Institute (SLARI). The AVDP will provide technical and support for the establishment of community nurseries to outgrow the seedlings obtained from SLARI. The replanted or new plantations will intercrop plantains, cassava, and/or timber trees for shade provision and supplementary income generation.

For oil palm, AVDP will procure improved tenera variety seeds from regional private sector suppliers and establish community nurseries. AVDP will assist farmers to carry out intercropping with food crops (e.g. groundnuts and rice) during the initial growth of infant trees to improve livelihoods and household nutrition. AVDP will not support the clearing of forest areas for tree crop plantations. Rather degraded secondary bush areas will be used for such plantings.

4.2. Component 2. Agricultural Market Development, contains two sub-components: (i) Market access and (ii) Climate resilient rural infrastructure. The expected outcome of this component is the improved performance and organization of the selected value chains for increased smallholder production and productivity.

4.2.1. Sub-component 2.1 Market Access, will focus on strengthening the business skills of ABCs, Farmer Organizations and Farmer Field Schools and facilitating value chain organization and deal making through the establishment of provincial level multi-stakeholder platforms. Key activities under this sub-component include mapping of existing value chain players, including farmer-based organisations, and the provision of capacity building according to their needs; through the multi-stakeholder platforms, the project will facilitate linkages and deal making between AVDP beneficiary organizations, input suppliers, aggregators and large scale processors and commodity buyers.

4.2.2 Sub-component 2.2. Climate Resilient Rural Infrastructure, financed mainly through the Adaption Fund, will rehabilitate 20 warehouses to improve product drying and storage capacity, as well as construct and rehabilitate secondary roads and farm tracks. The AVDP will use a labor-based approach to road improvement, employing local residents for certain tasks, thereby generating temporary employment opportunities. The sub-component will also finance improved water supply and sanitation among other activities.

4.3. Component 3. Project Coordination and Management. The implementation of AVDP will be anchored within the National Project Coordination Unit (NPCU) and Ministry of Agriculture and Forestry at the district level. Staffing levels at NPCU will be complemented as needed.

II. Implementation Arrangements

5. The LPA shall be the MAF. The National Steering Committee (NSC), chaired by the Minister of MAF, shall provide oversight, direction and advice for project implementation, and in particular, approve the AWPB of the project as well its periodic progress reports. The NSC will include representation of key stakeholders including, the ministries for Finance, Economic Development and Planning, Agriculture, Trade and Industry, Local Government, Community Development, Social Welfare, Gender and Children Affairs, Lands, Country Planning and Environment, Environmental Protection Agency (EPA), Youth and Sports, Directorate of Feeder Roads of Sierra Leone Road Authority, the Chief Agricultural Officer/Technical Head of MAF, two members of Farmers Associations (one for staple crops and one for tree crops), and two private sector representatives (one for staple crops, especially rice, and the other for tree crops). The National Project Coordinator of NPCU shall be the Secretary.

6. The National Project Coordination Unit (NPCU) will be responsible for the day-to-day coordination of project activities, including project planning, financial management, contracting implementing partners for specific activities and tasks, Monitoring & Evaluation (M&E), knowledge management, supervision of project activities at the district level, facilitating linkage with governmental, private sector and development institutions, and integrating project experience, into policy dialogue. At the district level, the District Agricultural Officer of MAF will be responsible for coordinating the implementation of Project activities. He or she will be supported by a dedicated M&E Assistant as the focal point for the collation of data and reporting on project-specific activities at the district level. The M&E Assistant will work under the guidance of the M&E Officer at the NPCU.

7. A range of public and private sector service providers and implementation partners will be engaged by AVDP to facilitate Project implementation at different stages of the value chains and build the capacity of the Project target groups towards agriculture as a business. The modalities for the engagement of the service providers are specified in the description of the subcomponents and will be further detailed in the Project Implementation Manual.

Schedule 2

Allocation Table

1. Allocation of Loan and Grant Proceeds. The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan and the Grant and the allocation of the amounts of the Loan and the Grant to each Category. All amounts are 100% net of taxes, Government contribution and beneficiary contribution. All eligible expenditures belonging to the categories above will be apportioned on a 50:50 pari passu basis between the Loan Financing and the Grant Financing.

Category	Loan Amount Allocated (expressed in USD)	Grant Amount Allocated (expressed in USD)
I. Civil Works	460 000	460 000
II. Goods, Equipment and Vehicles	295 000	295 000
III. Consultancies, (including technical assistance)	940 000	940 000
IV. Grants and Subsidies	2 080 000	2 080 000
V. Recurrent cost including salaries & allowances and operating cost	1 540 000	1 540 000
Unallocated(10%)	585 000	585 000
TOTAL	5 900 000	5 900 000

2. Start-up Costs. To facilitate a prompt start-up, withdrawals of up to USD 300 000 may be made to incur expenditures related to the Project start-up before the satisfaction of the additional general conditions precedent to withdrawal. The start-up activities may include inter alia: (i) Updating of the Project Implementation Manual; (ii) Preparation of the first AWPB & procurement plan; (iii) organization of a Start-up workshop; (iv) Fine tune the accounting software as necessary, (v) preparation of the baseline survey and (vi) finalization of the Agreement/MoU templates to be used with the implementing partners, as well as other activities as agreed with the Fund.

Schedule 3

Special Covenants

The Borrower/Recipient undertakes the obligations set forth below, which constitute special covenants:

1. All the MoUs entered into by Project Parties for the implementation of Project activities shall be subject to the Fund's no objection prior to their respective signatures.
2. Accounting software. The Borrower/Recipient shall ensure that the PIU will record project expenditures in an accounting software acceptable to the Fund throughout the project life.
3. Audit arrangements. The Borrower/Recipient, through the NPCU, will appoint independent auditors acceptable to IFAD, under the terms of reference cleared by IFAD, and in line with the IFAD audit requirements. An audited annual consolidated financial statement for the entire Project, together with a management letter on audit observations on internal controls, shall be submitted to the Fund within six (6) months of the fiscal year end.