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تمكين السكان الريفيين الفقراء  
من التغلب على الفقر

**حساب أمانة**

**المرفق الإسباني للتمويل المشترك لأغراض الأمن  
الغذائي**

**مشروع تحسين سبل العيش والبنية الأساسية في هوار**

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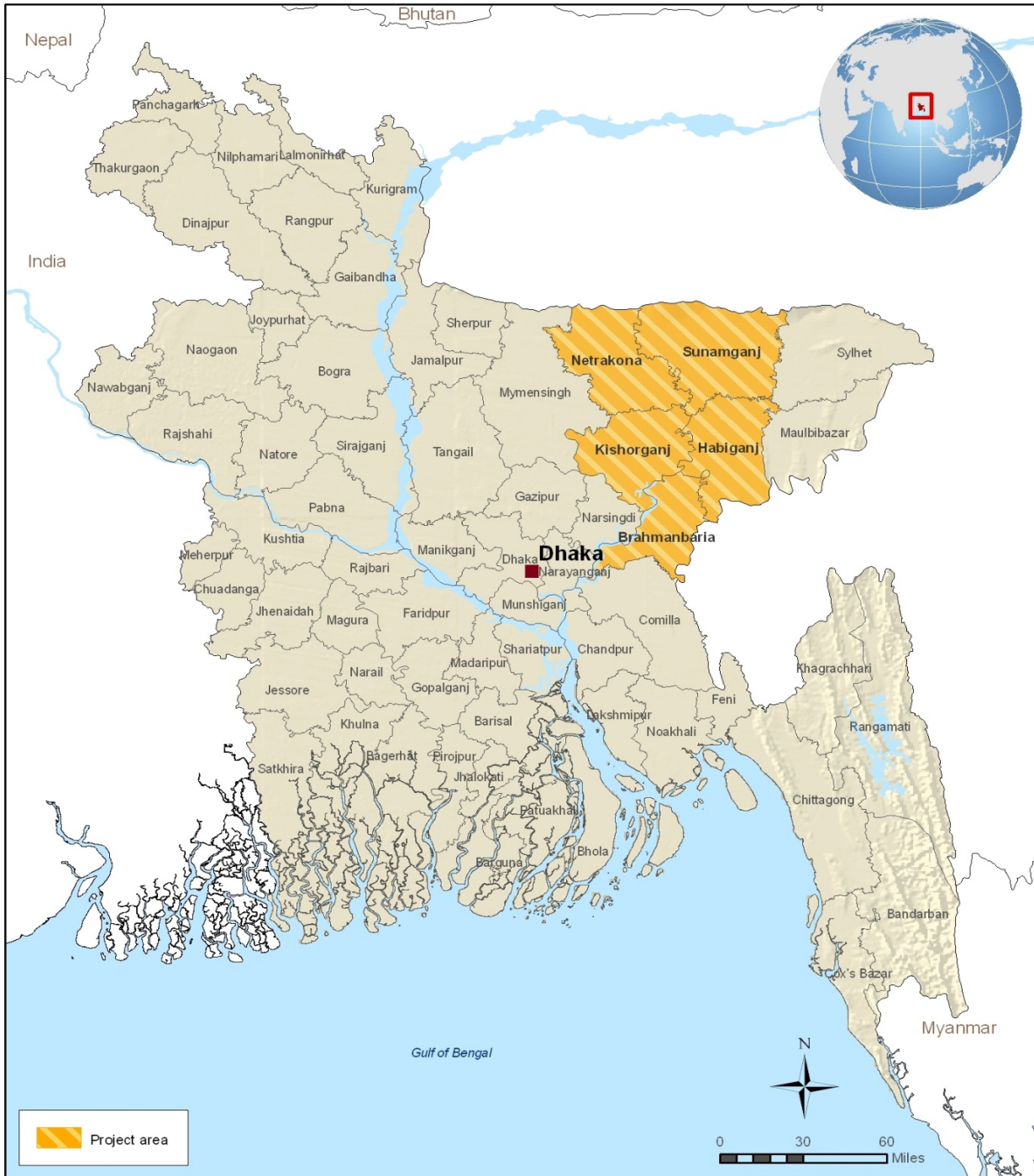
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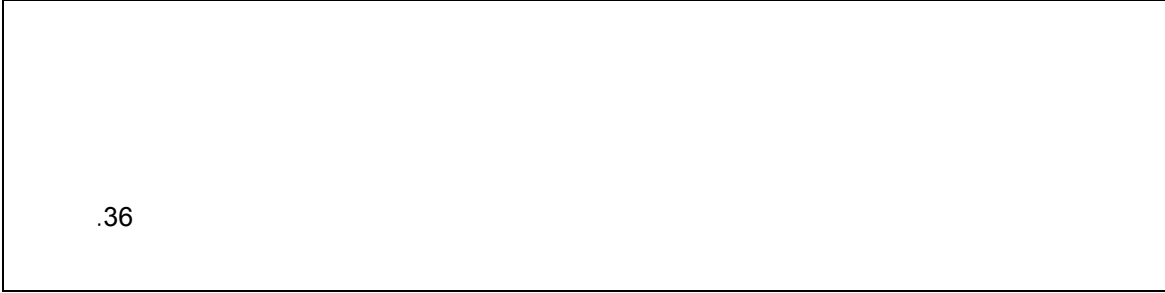
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## Negotiated financing agreement:

### "HAOR Infrastructure and Livelihood Improvement Project (HILIP)"

(Negotiations concluded on 27 July 2011)

IFAD Loan Number: [click and insert number]

IFAD Grant Number: [click and insert number]

Trust Loan Number: [click and insert number]

Project Title: HAOR Infrastructure and Livelihood Improvement Project (HILIP)  
(the "Project")

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

and

The Spanish Food Security Co-financing Facility Trust Fund (the "Trust")

and

The People's Republic of Bangladesh (the "Borrower/Recipient")

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

WHEREAS the Fund has agreed to extend a loan and a grant to the Borrower/Recipient for the purpose of financing the Project, on the terms and conditions set forth in this Agreement;

WHEREAS the Executive Board of the Fund, at its 100<sup>th</sup> Session, approved the establishment of the Trust and further approved that the Trust, acting through IFAD in its capacity as the Trustee of the Trust, enters into a borrowing agreement with the Kingdom of Spain (Spain);

WHEREAS Spain and the Fund, in its capacity as the Trustee of the Trust, have signed the Borrowing Agreement on 28 December 2010; and

WHEREAS on the basis of the above and other considerations, the Trust has agreed to extend a Trust Loan to the Borrower/Recipient for the purpose of increasing the financing in respect of the above referred Project, on the terms and conditions set forth in this Agreement;

NOW THEREFORE, the Parties hereto hereby agree as follows:

#### Section A

1. The following documents collectively form this Agreement: this document, the Project Description and Implementation Arrangements (Schedule 1) and the Allocation Table (Schedule 2).

2. The Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, as may be amended from time to time (the "General Conditions") are annexed to this Agreement, and all provisions thereof shall apply to this Agreement. For the purpose 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 and the Trust shall provide a Trust Loan to the Borrower/Recipient (collectively referred to as 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 IFAD Loan is thirty four million four hundred and fifty thousand Special Drawing Rights (SDR 34 450 000).

(b) The amount of the IFAD Grant is six hundred and thirty thousand Special Drawing Rights (SDR 630 000).

(c) The amount of the Trust Loan is twenty one million four hundred thousand Euro (EUR 21 400 000).

2. The IFAD Loan is granted on highly concessional terms.

3. The Trust Loan is granted on highly concessional terms.

4. (a) The Loan Service Payment Currency for the IFAD Loan shall be United States dollar (USD).

(b) The Loan Service Payment Currency for the Trust Loan shall be Euro.

5. The first day of the applicable Fiscal Year shall be 1 July.

6. The Borrower/Recipient shall repay the outstanding principal amount of the IFAD Loan in sixty (60) equal semi-annual instalments of SDR 574 167, payable on each 1 March and 1 September, beginning on 1 March 2022 and ending on 1 September 2051, in the Loan Service Payment Currency of the IFAD Loan. The service charge shall also be payable on each 1 March and 1 September.

7. The Borrower/Recipient shall repay the outstanding principal amount of the Trust Loan in sixty (60) equal semi-annual instalments of EUR 356 667, payable on each 1 March and 1 September, beginning on 1 March 2022 and ending on 1 September 2051, in the Loan Service Payment Currency of the Trust Loan. The service charge shall also be payable on each 1 March and 1 September.

8. There shall be three (3) designated accounts (collectively referred to as the "Designated Accounts"), opened in accordance with Section 4.04(d) of the General Conditions by the Borrower/Recipient in a bank acceptable to the Fund, for receiving and holding the IFAD Loan proceeds in USD, the IFAD Grant in USD and the Trust Loan proceeds in Euro, respectively. The Designated Accounts shall be operated by the Project Director and shall be protected against set-off, seizure or attachment on terms and conditions proposed by the Borrower/Recipient and accepted by the Fund.

9. There shall be one (1) project account (the "Project Account") opened by the Lead Project Agency in a bank acceptable to the Fund to receive and hold financing transferred from the Designated Accounts. There shall be ten (10) district project accounts (collectively referred to as the "District Project Accounts"), two (2) in each of the five (5) Haor Districts in the Project Area defined in paragraph 1 of Schedule 1 hereto. The District Project Accounts shall be opened by the Lead Project Agency at the district level in a bank acceptable to the Fund to receive and hold financing transferred from the Project Account.

10. The Borrower/Recipient shall provide counterpart financing for the Project in the amount of thirty two million United States dollars (USD 32 000 000).

### **Section C**

1. The Lead Project Agency shall be the Local Government Engineering Department (the "LGED") of the Borrower/Recipient's Ministry of Local Government, Rural Development and Cooperatives.

2. The Project Completion Date shall be the eighth anniversary of the date of entry into force of this Agreement.

### **Section D**

The IFAD Loan, the IFAD Grant and the Trust Loan will be administered by the Fund. The Project will be supervised by the Fund.

### **Section E**

1. The following are designated as additional grounds for suspension of the right of the Borrower/Recipient to request withdrawals under this Agreement:

- (a) The Project Director referred to in paragraph 7 of Schedule 1 hereto has been removed from the Project without the prior concurrence of the Fund.
- (b) The Project Implementation Manual (the "PIM") defined in paragraph 14 of Schedule 1 hereto is not approved by the Fund within twelve (12) months of the entry into force of this Agreement.

2. The following are designated as additional general conditions precedent to withdrawal:

- (a) The Designated Accounts referred to in paragraph 8 Section B hereof shall have been duly opened.
- (b) The Project Account and the District Project Accounts referred to in paragraph 9 Section B hereof shall have been duly opened by the Lead Project Agency.
- (c) The Project Director shall have been duly recruited by the Lead Project Agency.

3. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Fund:

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

For the Borrower/Recipient:

Secretary  
Economic Relations Division  
Ministry of Finance,  
Government of the People's  
Republic of Bangladesh  
Sher-e-Bangla Nagar  
Dhaka 1207, Bangladesh

For the Spanish Food Security  
Co-Financing Facility Trust Fund

President of the International Fund  
for Agricultural Development in its capacity as Trustee  
of the Spanish Food Security Co-Financing Facility  
Trust Fund  
Via Paolo di Dono, 44  
00142 Rome, Italy

This Agreement, dated [click and type], has been prepared in the English language in six (6) original copies, three (3) for the Fund and three (3) for the Borrower/Recipient.

\_\_\_\_\_  
For the Fund  
[insert name and title]

\_\_\_\_\_  
For the Borrower/Recipient  
[insert name and title]

\_\_\_\_\_  
For the Spanish Food Security  
Co-Financing Facility Trust Fund

President of the International Fund  
for Agricultural Development in its capacity as Trustee  
of the Spanish Food Security Co-Financing Facility  
Trust Fund



## Schedule 1

### *Project Description and Implementation Arrangements*

#### I. Project Description

1. *Target Population.* The Project shall be implemented in five (5) Haor Districts of Netrakona, Habiganj, Brahmanbaria, Kishorganj and Sunamganj (the "Project Area"). The Project shall benefit mainly: (i) the poor households living in the Haor basin; (ii) smallholder farming households with less than 2.5 acres of land; (iii) small fishing households deriving a major share of their income from fishing; (iv) women from poor households; and (v) small traders and market intermediaries in local markets.
2. *Goal.* The goal of the Project is to contribute to the reduction of poverty in the Haor Basin.
3. *Objectives.* The objective of the Project is to improve the living standards and reduce the vulnerability of the poor by promoting: (i) enhanced access to markets, livelihood opportunities and social services; (ii) enhanced village mobility, reduction in production losses and protection against extreme weather events; (iii) enhanced access to fishery resources and conservation of biodiversity; (iv) enhanced production, diversification and marketing of crop and livestock products; and (v) efficient, cost effective and equitable use of Project resources by stakeholders.
4. *Components.* The Project shall consist of the following Components:

##### **(a) Component 1: Communication Infrastructures**

Through this Component, the Project shall develop rural communication infrastructures to contribute to poverty reduction by reducing journey time, lowering transport costs and easing access to a wide range of opportunities. This Component shall therefore build Upazila and union roads, including submersible roads, as well as boat landing stages, bridges and culvert. The construction of the roads shall be conducted by the Local Government Engineering Department (the "LGED"). The Borrower/Recipient shall bear the responsibility of maintenance to ensure the durability of the communication infrastructures built by the Project.

##### **(b) Component 2: Community Infrastructures**

Under this Component, the Project shall develop community infrastructures to enhance mobility, protect villages and markets from wave erosion and encourage rural growth. This Component shall include, *inter alia*, the following activities: (i) the construction, in collaboration with the communities, of flood resistant village roads; (ii) the construction of protective barriers to prevent wave erosion in villages and village markets; (iii) the construction of open sheds, platform and women's markets; (iv) the development of informal market collection centers where the producers may sell their crops and other products to wholesalers; and (v) funding of pilot schemes for innovation in rural infrastructure as well as for engineering and economic studies on infrastructure design, construction, maintenance and impact. The Borrower/Recipient shall bear the responsibility of maintenance to ensure the durability of the community infrastructures built by the Project.

### **(c) Component 3: Community Resource Management**

The objective of this Component is to improve the livelihood of poor rural households engaged in fishing by improving their access to fish resources and increasing the fish production and the fish species in water bodies or Jalmohals in the Project Area. This objective shall be attained by scaling up the positive experience under the Sunamganj Community-Based Resource Management Project (SCBRMP) as provided in the Project Loan Agreement (Loan No. 567-BD) dated 14 November 2001 between the Parties. Furthermore, the Project shall strengthen the institutional arrangements of the Beel User Groups (the "BUGs") formed under the SCBRMP and employ local people as community development facilitators to monitor and support the BUGs. The Project shall also seek to bring additional water bodies under community management on the terms and conditions similar in substance to those adopted in the SCBRMP. The Borrower/Recipient shall also make appropriate arrangements for the continuation of the leases for the water bodies covered by the SCBRMP. To improve the productivity and biodiversity of the water bodies managed by the BUGs, this Component shall include, *inter alia*, the following activities: (i) the excavation work in the beels managed by the BUGs; (ii) the plantation of swamp forest trees on land around beels; (iii) the establishment of fish sanctuaries; (iv) the demarcation of beels with concrete pillars; (v) the support for local Department of Fisheries offices to publicise and enforce fishery regulations; and (vi) the re-excavation of canals. The Project shall finance technical assistance to fulfil the task of monitoring of biodiversity and fish production.

### **(d) Component 4: Livelihood Protection**

The objective of this Component is to enhance production, diversification and marketing of crop and livestock products, by developing the capacity of smallholder producers to participate in selected market-based value chains as well as by establishing and supporting market-based institutions. The activities of this Component shall primarily revolve around three sectors, namely field crops and high value horticulture, livestock and poultry, and fisheries. For the field crops and high value agriculture sector, the Project will support the following activities: (i) training and demonstrations; (ii) the development of seeds production initiatives; and (iii) the organisation of market-based farmer's associations. For the livestock and poultry sector, the Project will support the following activities: (i) the provision of training, equipment and initial funding for health services; and (ii) the introduction of improved animal breeds. For the fisheries sector, the Project shall conduct pilot tests for new fishery technologies and shall also improve the processing and packaging techniques. In addition to the work in these specific sectors, this Component shall support different market institutions through assistance and training.

### **(e) Component 5: Project Management**

This Component shall afford the incremental costs of Project Management incurred by LGED as well as for the following elements related to Project management: (i) equipment, vehicles and furniture; (ii) staff salaries and the cost for short term specialists and technical expertise; (iii) annual Project planning and other related workshops; and (iv) monitoring and evaluation (M&E), related studies and knowledge management.

## II. Implementation Arrangements

5. *Lead Project Agency.* The LGED, in its capacity of Lead Project Agency, shall have the overall responsibility of the Project implementation.
6. *Inter-ministerial Project Steering Committee.* The Project will be under the overall guidance of the Inter-ministerial Project Steering Committee (the "IMSC") headed by the Secretary of the Local Government Division of the Ministry of Local Government Rural Development and Cooperatives. Its membership shall include, *inter alia*, representatives from the Economic Relations Division in representation of the Ministry of Finance; the Planning Commission; the Implementation, Monitoring and Evaluation Division in representation of the Ministry of Planning; the Ministry of Agriculture; the Ministry of Environment and Forest; the Ministry of Fisheries and Livestock; and the Ministry of Land. The IMSC shall meet at least once annually, and on an *ad hoc* basis as and when necessary. The Project Director as defined below in paragraph 7 shall be the *ex-officio* member-secretary of the IMSC.
7. *Project Management Unit.* The overall responsibility for the management of the Project shall be assumed by a Project Management Unit (the "PMU") set up in the LGED headquarters. The PMU shall include a Monitoring and Evaluation (M&E) Unit. The PMU shall operate under the Project Director. PMU professional staff will be contracted, under procedures acceptable to the Fund, on an open, transparent and competitive basis and have qualifications and experience commensurate with their duties. The recruitment and removal of the Project Director or other PMU professional staff will be subject to the concurrence between the Fund and the Borrower/Recipient.
8. *District Management Unit.* A District Management Unit (the "DMU") shall be established in each of the five (5) selected Districts in the Project Area and shall be responsible for the implementation of the Community Infrastructures, Community Resource Management and Livelihood Protection Components. Each DMU shall be led by a District Project Coordinator (the "DPC") reporting directly to the Project Director. The DPC shall be responsible for the implementation, financial management, coordination, process and impact monitoring, preparation of all the Project reports and oversight of the work related to the Components implemented by the DMU. The DPC shall also support supervision missions, impact monitoring agencies and the internal and external auditors.
9. *LGED District Executive Engineers.* The Communication Infrastructures Component shall be implemented at the district level by the LGED District Executive Engineers (the "XENS"). Monthly meetings shall be arranged by the XENS at the District level to review the progress of Project activities. The DPC and the staff from the DMU shall attend this meeting.
10. *Upazila Management Units.* An Upazila Management Unit (the "UMU") shall be established in each of the Upazilas selected in the Project Area. Their staff will have the responsibility for implementing and monitoring all Project activities in the Community Infrastructures, Community Resource Management and Livelihood Protection Components. The Upazila Engineers will be responsible for the implementation of the Communication Infrastructures Component at the Upazila level and should hold monthly progress review meetings which shall be attended by all UMU staff.
11. *Progress Review Committees.* A Progress Review Committee (the "PRC") shall be established in each of the five (5) selected Districts in the Project Area with the Deputy Commissioner (Head of District Administration) appointed as the Chairperson. The PRC shall support the implementation of the Project, oversee implementation progress and provide guidance and assistance where required. Representatives of the Departments of agricultural extension, fisheries, and livestock services will be members of these

committees. The XEN shall act as the PRC secretary and arrange for semi-annual review meetings. Similarly an Upazila Progress Review Committee will be established in each selected Upazila and headed by the concerned Upazila Chairman, with the concerned line ministries at the Upazila level and the Upazila Nirbahi Officer (UNO) as its members. The Upazila Engineer will be appointed as its secretary and organize quarterly review meetings to assess Project progress.

12. *Annual Work Plan and Budget.* The Annual Workplan and Budget (AWPB) including the procurement plan of the Project shall be approved by the IMSC prior to the submission for the Fund's approval.

13. *Monitoring and Evaluation.* The M&E Unit shall include a M&E and Knowledge Management (MEK) Officer at the PMU level and five Field District Monitoring Officers at the District level. The M&E Unit shall produce a series of monthly, quarterly and annual reports. The MEK Officer shall be responsible for the inclusion of all M&E activities in the AWPB.

14. *Project Implementation Manual.* The PMU shall prepare the Project Implementation Manual (the "PIM"), and will forward it to the Fund for comments and approval.

**Schedule 2***Allocation Table*

1. *Allocation of IFAD Loan, IFAD Grant and Trust Loan Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the IFAD Loan, the IFAD Grant and the Trust Loan and the allocation of the amounts of the IFAD Loan, the IFAD Grant and the Trust Loan to each Category and the percentages of expenditures for items to be financed in each Category:

Category	IFAD Loan Amount Allocated (expressed in SDR)	IFAD Grant Amount Allocated (expressed in SDR)	Trust Loan Amount Allocated (expressed in Euro)	Percentage to be Financed
I-A. Civil Works (Communication Infrastructure)	6 580 000		8 430 000	25% of total expenditure by the IFAD Loan and 25% of total expenditure by the Trust Loan
I-B. Civil Works (Community Infrastructure)	10 130 000		12 970 000	45% of total expenditure by the IFAD Loan and 45% of total expenditure by the Trust Loan
II. Vehicles and Equipment	560 000			100% net of taxes
III. Technical Assistance, Studies, Training and Workshops	3 940 000	630 000		100% net of taxes
IV. Salaries & Allowances	8 270 000			100% net of taxes
V. Operating Expenses	1 520 000			70% of total expenditure
Unallocated	3 450 000			
<b>TOTAL</b>	<b>34 450 000</b>	<b>630 000</b>	<b>21 400 000</b>	

(b) The terms used in the Table above are defined as follows:

“Civil Works (Communication Infrastructure)” means Eligible Expenditures for rural communication infrastructures, including *inter alia* Upazila and union roads, as well as boat landing stages, bridges and culvert.

“Civil Works (Community Infrastructure)” means Eligible Expenditures for community infrastructure, including *inter alia* village roads, protective barriers, village markets, women’s markets, market collection centres, bee development, canal excavations and pilot schemes for innovation in rural infrastructure.

“Vehicles and Equipment” means Eligible Expenditures for vehicles, office equipment, furniture and technical equipment for PMU, DMUs and UMUs.

“Technical Assistance, Studies, Training and Workshops” means Eligible Expenditures for training, studies, monitoring and evaluation, baseline and impact studies, workshops and study tours.

“Technical Assistance, Studies, Training and Workshops” under the IFAD Grant financing means Eligible Expenditures to finance activities for knowledge management, innovation, research and awards.

“Operating Expenses” means Eligible Expenditures for office and vehicle operating costs for PMU, DMUs and UMUs.

“Unallocated” means the amount of the IFAD Loan not allocated to any category of Eligible Expenditures, available for reallocation.

2. *Start-up Costs.* Withdrawals in respect of expenditures for start-up costs under Categories II (excluding vehicles), III, IV and V incurred before the satisfaction of the general conditions precedent to withdrawal but after the entry into force of this Agreement, shall not exceed an aggregate amount of SDR 1 million.

## **Key reference documents**

### **IFAD reference documents**

Project design document (PDD) and key files  
COSOP

## Logical framework (excerpt)

Narrative Summary	Objectively Verifiable Indicators	Monitoring Mechanism & Information Sources	Assumptions/Risks
<b>A. PROJECT GOAL</b> The <b>Project Goal</b> will be to contribute to the reduction of poverty in the Haor Basin. (expected rate of decline in poverty will be at 15%)	<ul style="list-style-type: none"> <li>➤ No of households reporting improvements in household asset ownership index. (RIMS)</li> <li>➤ Percentage reduction in the prevalence of child malnutrition. (RIMS)</li> </ul>	Multiple Indicator Cluster Survey (MICS) of the Bangladesh Bureau of Statistics.	No major natural disasters. Increase in price of rice is a major risk.
<b>B. PROJECT OBJECTIVE</b> The <b>Development Objective</b> of the project is to improve living standards and reduce the vulnerability of the poor. The project is expected to directly benefit 115,000 rural poor households.	<ul style="list-style-type: none"> <li>➤ Increase in incomes of 30% from a range of farm, fishery and non-farm sources disaggregated by gender.</li> </ul>	RIMS surveys at baseline, mid-term and completion. Participatory assessments with target households.	Poor economic performance and slow growth. Inflation
<b>COMPONENT 2: Community Infrastructure</b> <b>Outcome 2:</b> Enhanced village mobility, increase in farm production and protection against extreme weather events. <b>OUTPUTS:</b> 350 kms of community roads; development of 78 markets, Protection works for 78 villages and protection works for 52 village markets and 90 informal market collection points; 1.4 million women and men employed for construction of schemes.	<ul style="list-style-type: none"> <li>➤ Traffic volume increased by 200%.</li> <li>➤ Increase in the volume of goods marketed by 100%.</li> </ul> Km road completed No. villages protected No. of markets improved No. of collection centres established No of women and men employed for construction.	Road user surveys. Market surveys. Participatory surveys  Progress Reports	Slow pace of economic growth.  Damage to roads and flood protection works by floods and wave action. Public procurement policy continues to allow direct procurement of LCS.
<b>COMPONENT 3: Community Resource Management</b> <b>Outcome 3:</b> Enhanced access of the poor men and women to sustainable water bodies with increased production capacity and biodiversity.  <b>Outputs:</b> 500 Beel User Groups established of which 200 are new with a combined membership of 20,000. 200 sanctuaries established 1000 ha under swamp forestry around the beels 100 km of canals excavated. 2.25 million women and men employed for construction of schemes.	20,000 fishers with increase in incomes > 50% , by gender (RIMS 2 <sup>nd</sup> Level) 200 fishing ponds operational after three years (RIMS 2 <sup>nd</sup> Level).  No of Beel User Groups formed or strengthened by gender (RIMS 1 <sup>st</sup> level). BUGs with women in leadership positions (RIMS 1st level) Water bodies rehabilitated (RIMS 1 <sup>st</sup> level) No of sanctuaries established. Area under swamp forestry. Km of canal excavated and improved.	World Fish Centre & PMU fishery monitoring surveys.  Technical design documentation Contractor Reports. Minutes of Scheme Takeover Project Progress Reports.	Water lords interfere on lease rights of poor fishers. Transfer of leases to BUGs is not obstructed.  BUG members not controlled by water lords.
<b>COMPONENT 4: Livelihood Protection</b> <b>Outcome 4:</b> Enhanced production, diversification and marketing of crop and livestock produce.  <b>Outputs:</b> Strengthened Market Management Committees. 43,186 farmers trained in use of new crop technologies. 40,800 smallholders trained in livestock technologies. 9,100 households trained in fish processing techniques. 1000 employment & enterprise opportunities created.	Number of farmers reporting production increase by 30%. Number of farmers adopting recommended technologies by 70%.  People trained in crop production practices and technologies. (RIMS 1 <sup>st</sup> level) People trained in livestock production practices and technologies (RIMS 1 <sup>st</sup> level) People trained in fish production practices and technologies (RIMS 1 <sup>st</sup> level)	MMC surveys. Third Party Surveys. Department of Agriculture Data. Department of Livestock Data.  Project Progress Reports	Seed for improved varieties is available.