

Document: EB 2011/104/R.15
Agenda: 10(a)(iii)
Date: 14 November 2011
Distribution: Public
Original: English

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Negotiated financing agreement

Loan Number: _____

Project Title: Smallholder Tree Crop Revitalization Support Project (the "Project")

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

and

The Republic of Liberia (the "Borrower")

(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 the Special Covenants (Schedule 3).
2. The General Conditions for Agricultural Development Financing of the Fund, 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 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 to the Borrower (the "Financing"), which the Borrower shall use to implement the Project in accordance with the terms and conditions of this Agreement.

Section B

1. The amount of the Loan is SDR 10 500 000.
2. The Loan is granted on highly concessional terms.
3. The Loan Service Payment Currency shall be USD.
4. The first day of the applicable Fiscal Year shall be 1st July.
5. Payments of principal and service charge shall be payable on each 15 May and 15 November.
6. The Loan proceeds shall be transferred to the General Revenue Account of the Borrower. There shall be a Project Account in a commercial bank mutually agreed by the Parties.
7. The Borrower shall provide counterpart financing in the amount of approximately USD 2.02 million. 2

Section C

1. The Lead Project Agency shall be the Ministry of Agriculture (the "MOA").
2. The following are designated as key additional Project Parties: Project Coordination Unit (PCU); Farmer Based Cooperatives; Country Agricultural Coordinators (CACs); an experienced private sector entity (Component 1); Hifad or another entity (Component 2).
3. The Project Completion Date shall be the fifth anniversary of the date of entry into force of this Agreement.

Section D

The Loan will be administered and the Project supervised by IFAD.

Section E

1. The following is designated as additional ground for suspension of this Agreement:

The Borrower has removed the Project Coordinator and/or the Financial Management Specialist without approval of the Fund.
2. The following are designated as additional specific conditions precedent to withdrawal:
 - (a) The draft Project Implementation Manual shall have been approved by the Fund;

 - (b) The Project Account shall have been duly opened.
3. This Agreement is subject to ratification by the Borrower.
4. 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:

Minister
Ministry of Finance
Broad Street
P.O. Box 9013
Monrovia, Liberia

This agreement, dated _____ has been prepared in English and in six (6) original copies three (3) for the Fund and three (3) for the Borrower.

For the Fund

For the Borrower

Schedule 1

Project Description and Implementation Arrangements

I Project Description

1. *Target population.* The Project will reach the most vulnerable rural farming households in the Lofa County ("the Project Area"). The Project will particularly target: (i) poor smallholders with less than 2ha of farm; (ii) female-headed households; (iii) youth; and (iv) war-wounded and disabled.

2. *Goal.* The goal of the Project is to reduce post-conflict poverty and food insecurity, and improve livelihoods and living conditions of rural communities.

3. *Objective.* The main objectives of the Project are rehabilitating plantations, improving access to markets, and strengthening MOA extension services and farmers-based organizations (FBOs).

4. *Components.* The Project shall consist of the following four I components.

A. Component 1: Cocoa and Coffee Rehabilitation

This Component will aim to recapitalize around 50% of the cocoa/coffee small holder in the Project Area. The strategy under this Component will be based on: (i) rehabilitation of productive capacity of existing areas of cocoa and coffee; (ii) training of farmers to improve farm operations from production, post-harvest to marketing, and (iii) organising farmer groups and linking them with the private sector.

The criteria for selection of farmers will be based on willingness to rehabilitate; size and status of the farm; vulnerability; age and sex. The approaches to be tested are two:

- (a) private sector organic value chain model, to be undertaken by an experienced private sector entity incorporated in Liberia which satisfies the criteria mentioned in the Project Implementation Manual. The private sector entity will be contracted in accordance with the provisions applicable to this Financing Agreement, with the prior approval of the Fund. This private sector entity will work with approximately 5 000 farmers following an organic production approach, adhering to procedures and practices internationally recognised for the organic production and post-harvesting of cocoa and coffee. The selection criteria of the private sector entity will be detailed in the Project Implementation Manual. The selected entity will enter into a Memorandum of Understanding (MOU) with the PCU and all farmers benefitting from this approach, with the prior approval of the Fund.
- (b) conventional (non-organic) value chain model, which will be undertaken by three selected farmer based cooperatives which will be supported to capacitate around 10 000 smallholder farmers in identified districts of the Project Area. Three cooperatives will be selected in accordance with a participatory and transparent process as described in paragraph C, below. Cooperatives will select villages and in each village they will select a village cooperative agent. The village cooperative agent will register all interested farmers, after which a contract –or similar arrangement- will be signed between the cooperative and the farmer for the rehabilitation of his plantation. The Project will finance the cooperatives' initial working capital for the first three years of implementation of Project activities.

Support to tree crop rehabilitation and production will be organised on a credit basis and it is expected that around 40% of the rehabilitation cost will be recovered. Farmers will receive a copy of the reimbursement statement by the PMU. An account will be opened in commercial bank specifically for receiving reimbursement from farmers and this will feed into the working capital of cooperatives to ensure their capacity in the long term.

B. Component 2: Rehabilitation of Farm to Market Roads

This Component will aim to rehabilitate and ensure routine maintenance of around 315 km of farm to market roads in the Project Area to facilitate smallholders access to external assistance for their farming activity and access to markets for inputs and sale of their products.

It is envisaged that the rehabilitation of roads will be implemented by Hifad, a private consultancy entity that has been selected through a competitive open procedure by Sida Liberia Feeder Roads Rehabilitation Project (LSFRP) for the rehabilitation of roads on other areas of the country, whose procurement processes are compatible with those of IFAD. Hifad would be selected under sole source contract in accordance with procurement procedures applicable to this Financing Agreement. If Hifad's contracting proves not to be possible, another entity will be selected following the applicable procurement procedures for the Project. The selected entity will sign a MoU with the PCU, with the prior approval of the Fund.

The road selection will be based on the identification done by the Lofa County Development Agenda regarding roads with urgent priority. The primary consideration for the selection of roads will be (i) existing roads linking smallholder tree crop farming communities to market; (ii) compliance with applicable regulations for the development of such roads; and (iii) optimal benefit for Project targeted population. The selection procedures will be described in the PIM.

This Component also includes the establishment of a maintenance system that will ensure effectiveness, sustainability and communities' involvement. The PCU Engineer and the Country Resident Engineer (CRE) –in coordination with the selected entity- will carry out an assessment to determine the maintenance level required. The system includes two types of maintenance:

- (a) Routine maintenance, which shall be provided starting on the third year of Project Implementation Period. This kind of maintenance will be financed with the beneficiaries' contribution to the Project and will be undertaken based on Local Maintenance Committees. The selected entity for the implementation of the rehabilitation of roads, will sensitise, organize and train the Local Committees, in collaboration with the PCU Engineer and CRE.
- (b) Periodic maintenance. Required for major road defects every 4-8 years. A periodic maintenance of approximately 105 kms. the road rehabilitated under the Project will be financed with resources available from IFAD financing in the fifth year of Project Implementation Period.

C. Component 3: Institutional Capacity Building

This Component will be focused on supporting the institutional development of three farmer based cooperatives in terms of strategy, management and development and on supporting the MOA at county and district level to ensure that CACs and DAOs are able to undertake their responsibilities under the Project.

Support to farmer based cooperatives:

An analysis based on a participatory and transparent process will select three functioning farmer based cooperatives as the ones receiving the institutional capacity building support under this Component. The selection criteria will be detailed in the Project Implementation Manual.

A programme for each cooperative has been developed which focuses on: strengthening the organizational and institutional capacity; provision of advisory support to cocoa and coffee farmer members and purchase of their products; marketing of cocoa/coffee to local traders and export to international markets; and involvement in road maintenance. The capacity building package that each cooperative will receive from the MOA includes equipment; basic infrastructure; staff salaries for three years; initial working capital; and training and technical assistance. Two sort of technical assistance will be provided by local partner or external experts in: (i) financial management and institutional development and (ii) technical areas related to cocoa production.

Support to MOA at county and district level

The CAC and seven identified DAOs related to the cocoa and coffee sector will be reinforced in three important areas: (i) monitoring and evaluation; (ii) extension services to farmers, cooperatives and private sector; and (iii) coordination of interventions in the cocoa and coffee sectors. The capacity building that they will receive includes equipment; staff training and support in staffing, by increasing the current staff with youth professionals.

D. Component 4: Project Management

The Project will be implemented through the implementation arrangements specified in Section II, below.

The objectives of this Component are to (i) ensure an effective strategic and operational planning and monitoring of the Project; (ii) ensure an efficient coordination amongst the components of the Project and among Project Parties and (iii) adequately monitor the implementation of the Project.

II Implementation Arrangements

1. Lead Project Agency

1.1 *Designation.* The Ministry of Agriculture (MOA) is designated as the Project Implementation Agency and shall have overall responsibility for the implementation of Project activities.

1.2 *Responsibilities.* The MOA responsibilities shall include among others: (i) chairing the Programme Management Unit (PMU) Steering Committee (the "SC"); (ii) providing support to the PMU and PCU for design, implementation and coordination of activities related to the Project; (iii) supervising the PMU and PCU; (iv) controlling and releasing funds received from the Ministry of Finance ("MOF"); (v) mobilizing resources, and providing technical, administrative and financial support to the PMU and PCU; (vi) conducting the performance appraisal of the Project Coordinator and the Financial Management Specialist; (vii) coordinating donor interventions under its jurisdiction with other Ministries; and (viii) ensuring timely approval by MOF of project disbursement requests.

2. Country Agricultural Coordinators (CACs) and District Agricultural Officers (DAOs)

2.1 The MOA will carry out its extension services responsibilities at local level through the CACs and DAOs.

2.2 The CAC responsibilities shall include: (i) planning the implementation of the Project activities with the MOA staff and other Project Parties; (ii) supervising the activities of the MOA staff; (iii) verifying and processing the data submitted by the MOA field staff; (iv) drafting progress reports on the Project activities and submitting them to the MOA; (v) providing feedback to field officers after processing and analysing the data obtained; (vi) assisting field staff in training the beneficiaries; and (vii) organizing program review meetings at the county level and participating in program review meetings at the national level.

2.3 The DAO responsibilities shall include: (i) collecting the field data; (ii) submitting progress reports to the CAC; (iii) assisting farmers in improving their performance; (iv) training farmers in participatory monitoring techniques; and (v) participating in program review meetings.

3. The Programme Management Unit (PMU) and the PMU Steering Committee (SC)

3.1 The PMU is a unit set up within the MOA in charge of coordinating the implementation of all donor funded projects in Liberia.

3.2 *Responsibilities and composition of the PMU SC.* The PMU SC shall provide guidance on any high level policy matters during Project implementation. The PMU SC is a Ministerial Committee chaired by the MOA and include representatives of the beneficiaries and representatives of the private sector. The PMU SC will meet at least twice a year for Project related activities.

The PMU SC responsibilities shall include: (i) providing support to the PMU and PCU for design, implementation and coordination of project interventions; (ii) ensuring that Project is aligned with Borrower's policy and strategy in the agricultural sector; (iii) approving the annual work plans and budget (AWPBs) and the progress reports; (iv) endorsing agreements or arrangements negotiated between the Borrower and the Fund or other co-financer of the Project; (v) endorsing modifications to project design or implementation arrangements proposed by the Borrower, the MOA or the PMU; etc.

3.3. Responsibilities of the PMU. The PMU shall be responsible for the coordination of project management. Its responsibilities shall include: (i) providing overall planning, supervision, monitoring and coordination of the Project activities; (ii) providing guidance in terms of the implementation of the Project activities; (iii) preparing final AWPBs and procurement plans based on the ones prepared by PCU; (iv) establishing and maintaining linkages with other government ministries, donors and service providers; (v) monitoring the progress of the Project activities.

4. Project Coordination Unit (PCU)

4.1 PCU. The PCU already operating for the Agriculture Sector Rehabilitation Project (ASRP) will be designated as the PCU for the implementation of activities of ASRP and this Project. The PCU shall be directly responsible for daily Project implementation.

4.2. Composition. The PCU staff will be complemented with the required staff in order to implement the Project together with the ASRP. The staff required for PCU will include a Project Coordinator ; a Financial Management Specialist; a procurement specialist; an

accountant; an administrative officer; a monitoring and evaluation officer; an agri-business officer; a civil engineer; and other administrative staff.

4.3 Responsibilities. The PCU's responsibilities shall include, among others, planning, supervising and implementing Project activities; preparing draft annual work plans and budget and procurement plans for the PMU; carrying out the required procurement for implementation of Project activities, in accordance with the Fund's applicable procedures and regulations.

4.4 *Field Office*. The PCU shall establish a field office in Lofa for the implementation of field activities. Among its responsibilities, it shall: (i) plan field activities; (ii) monitor and provide guidance to other Project Parties; (iii) collect data within the monitoring and evaluation framework; (iv) establish links with the CAC and the DAOs; and (v) provide regular feedback to the PCU.

The staff of the field office shall include a civil engineer; a tree crop specialist; an institutional specialist; and a local young professional.

5. Farmer Based Cooperatives

5.1 Selection. Three Farmer Based Cooperatives will be selected on the basis of an open transparent process to participate in Project implementation and the criteria to be detailed in the Project Implementation Manual.

5.2 The selected Farmer Based Cooperatives will support the implementation of part of Component 1, participating in the conventional (non-organic) value chain model and will receive capacity building under Component 3.

6. Experienced Private Sector entity to support implementation of Component 1

6.1 An experienced private sector entity incorporated in Liberia which satisfies the criteria stated in the Project Implementation Manual will implement the private sector organic value chain model under Component 1.

6.2 The private sector entity will be contracted in accordance with the procurement provisions applicable to this Financing Agreement and with the prior approval of the Fund. The selected entity will enter into a MOU with the PCU and all farmers benefitting from this approach, with the prior approval of the Fund

7. Hifad (Component 2)

7.1 It is envisaged that part of Component 2 will be implemented by Hifad, which would be selected through a sole source contract under the Fund's applicable procurement guidelines.

7.2 If contracting Hifad does not materialize, the rehabilitation of roads will be carried out by another entity selected in accordance with the Fund's applicable procurement guidelines.

7.3 Hifad or the other selected entity will sign a MOU with the PCU, with the prior approval of the Fund. 8

Schedule 2
Allocation Table

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

Category	Loan Amount Allocated (expressed in SDR)	Percentage
I. Civil works	5 350 000	100% net of taxes and beneficiaries contribution
II. Equipment, goods and materials	1 250 000	100% net of taxes
III. Technical assistance	1 140 000	100% net of taxes
IV. Salaries, allowances and operating costs	1 710 000	100% net of taxes
Unallocated	1 050 000	
TOTAL	10 500 000	

Schedule 3
Special Covenants

1. *Suspension of the Right to Request Withdrawals.* In accordance with Section 12.01(a)(xxiii) of the General Conditions, the Fund may suspend, in whole or in part, the right of the Recipient to request withdrawals from the Loan Account if the Recipient has defaulted in the performance of the covenant set forth below, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Project.

2. *Tax Exemption.* The Recipient shall, to the fullest extent possible, exempt proceeds of the Loan from all taxes. Any amount that cannot be exempted, shall be paid in cash by the Recipient.

3. *Taxes of Project Staff.* Project staff shall be subject to the applicable tax domestic legislation of the Borrower –including income tax and social security.

Logical framework

NARRATIVE SUMMARY	VERIFIABLE INDICATORS	SOURCES OF VERIFICATION	ASSUMPTIONS AND RISKS
IMPACT			
Empower the rural poor to increase their food security and improve their livelihoods, in the counties covered by IFAD, on a sustainable basis.	<ul style="list-style-type: none"> - 15 000 smallholder farmers have an improved household assets ownership index based on additional assets (at least 25%female & 50% youths) (RIMS) - 20% reduction in child malnutrition prevalence in the targeted smallholder farmers' households (RIMS) - 25% of targeted smallholder farmers' households report an improvement of food security (duration and frequency of hungry season) 	<ul style="list-style-type: none"> - MDG progress report - WFP Food security and analysis report - WFP Vulnerability Analysis and Mapping - LISGIS surveys 	<ul style="list-style-type: none"> - Overall political and economic situation remains stable
DEVELOPMENT OBJECTIVE			
Incomes of targeted cocoa and coffee smallholder producers have increased	<ul style="list-style-type: none"> - income generated by cocoa and coffee multiplied by at least 5 for 80% of the targeted smallholder farmers (at least 25% female & 50% youths) - cocoa and coffee prices received by targeted smallholder farmers on local markets are multiplied by at least 2 for 80% of the targeted smallholders (at least 25% female & 50% youths) - cocoa and coffee sales by targeted smallholder farmers are multiplied by at least 3 (at least 25% female & 50% youths) 	<ul style="list-style-type: none"> - Project impact assessment studies and surveys - National and local household income and poverty studies 	<ul style="list-style-type: none"> - Stability and peace in the country. - Conducive macro-economic reforms for income generating activities and poverty reduction - Commitment of all stakeholders to support income generating for smallholders and participate in poverty reduction efforts - Stable cocoa/coffee prices on international markets
COMPONENT 1: Cocoa/Coffee Revitalization			
OUTCOMES COMPONENT 1 Increased quantity and quality for the targeted cocoa and coffee smallholder producers	<ul style="list-style-type: none"> - cocoa/ coffee production multiplied by at least 3 for 80% of targeted smallholder farmers (at least 25% female & 50% youths) (RIMS) - percentage of bad beans reduced by 50% for 80% of targeted smallholder farmers (at least 25% female & 50% youths) 	<ul style="list-style-type: none"> - Project progress reports - Ad-hoc surveys 	<ul style="list-style-type: none"> - Timely availability of resources & logistics to procure and deliver the inputs to beneficiaries - Land tenure system in project counties does not pose any limitations to project activities - Targeted communities are involved and responsive to interventions made
OUTPUTS COMPONENT 1 - Improved production practices are introduced - Primary processing with high quality standards is facilitated for targeted cocoa/coffee farmers	<ul style="list-style-type: none"> - 15 000 cocoa and coffee smallholder farmers use improved cocoa and coffee production practices (at least 25% female & 50% youths) (RB COSOP) - 15 000 smallholder farmers have access to drying, storage and/or packaging facilities (at least 25% female & 50% youths) 	<ul style="list-style-type: none"> - Project progress reports. 	<ul style="list-style-type: none"> - Target communities are involved and responsive to interventions made.
COMPONENT 2: Rehabilitation of Farm-to-Market Roads			
OUTCOMES COMPONENT 2 - Increased quantity of the cocoa and coffee sold by targeted smallholders on the market	<ul style="list-style-type: none"> - selling on the local and export market multiplied by at least 3 for 80% of the targeted smallholder farmers (at least 25% female, 25% youths) (RB COSOP) - decrease of losses/damage in the cocoa and coffee produce 	<ul style="list-style-type: none"> - Project progress reports - Ad-hoc surveys 	<ul style="list-style-type: none"> - Timely availability of resources and logistics to procure and deliver the inputs to beneficiaries - Targeted communities are involved

NARRATIVE SUMMARY	VERIFIABLE INDICATORS	SOURCES OF VERIFICATION	ASSUMPTIONS AND RISKS
- Improved quality of the cocoa and coffee sold by targeted producers on the market	when reaching the market divided by 2 for 80% of targeted smallholder farmers		and responsive to interventions made
OUTPUTS COMPONENT 2 - Targeted cocoa/coffee smallholders and rural population have a regular and timely access to local and export markets	- 80% of farm to market roads rehabilitated are passable all year round (RB COSOP, RIMS) - 80% of targeted smallholder farmers report selling their cocoa/coffee produce on the local and/or export market	- Project progress reports - Implementing partners progress reports - Supervision missions	- Target communities are involved and responsive to interventions made.
COMPONENT 3: Institutional Capacity Building			
OUTCOMES COMPONENT 3 - Increased in the production sold by targeted farmers on local and/or export markets through the cooperatives	- 20% of the targeted cocoa and coffee producers sell their production through group arrangements (at least 25% female & 50% youths) (RB COSOP) - 3 agreements link cooperatives and standard commodity and/or fair trade private buyers (RB COSOP)	- Project progress reports - Ad-hoc surveys	- National decentralization policy implemented as planned - Targeted communities, Ministry of Agriculture & Ministry of Public Works are involved & responsive to interventions made
OUTPUTS COMPONENT 3 - Targeted cocoa and coffee smallholder producers are organised in sustainable cooperatives for marketing - CAC and DAO are able to provide technical advice to targeted cocoa/coffee producers and cooperatives	- 3 cooperatives have a legal status and a board (at least 25% female members & 25% female in leadership positions) (RIMS) - 3 cooperatives are profitable and finance recurrent costs - 80% the targeted cocoa and coffee farmers receive technical advice from the CAC and DAO at least once every quarter (at least 25% female & 50% youths) (RIMS)	- Project progress reports	- Target communities are involved and responsive to interventions made
COMPONENT 4: Project Management			
OUTCOMES COMPONENT 4 - Project objectives are achieved within the planned timeframe - The PMU has acquired extensive experience in project management	- 100% of the project objectives are achieved within 2012-2016	- Project completion report - PMU capacities assessment	- Stability and peace in the country. - Availability of qualified and/or trainable staff for the MOA/PMU
OUTPUTS COMPONENT 4 - Efficient project implementation and planning e.g. Corrective measures are anticipated and taken for all plan deviations (revising activities schedules, adapting implementation mechanisms, reallocating budget) - Operational coordination mechanisms - Effective M&E mechanisms established	- 80% of the activities planned in the AWPB are implemented - 80% of the yearly budget is disbursed - 25% progress made towards the objective every year - Monthly reports on data and lessons learned are available - Yearly reporting on RIMS is provided - National/District Steering Committees meet at least twice a year to discuss and approved the AWPB and progress reports	- Project progress reports - Minutes of coordination meetings - Supervision mission aide memoires	- All relevant stakeholders remain committed to the project goals throughout the implementation period