Project Agreement

(WEST AFRICA REGIONAL FISHERIES PROGRAM – REPUBLIC OF SENEGAL (Phase I))

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

COMMISSION SOUS-RÉGIONALE DES PÊCHES (CSRP)

Dated November 24, 2009
PROJECT AGREEMENT

Agreement dated November 24, 2009, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and COMMISSION SOUS-RÉGIONALE DES PÊCHES (variously, "CSRP" and "Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement of same date between the Republic of Senegal ("Recipient") and the Association.

The Association and the Project Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to the Financing Agreement) 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 Financing Agreement or the General Conditions.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objectives of the Project and the Program. To this end, the Project Implementing Entity shall carry out Parts A.1(e), A.4(b), B.1(b), B.3, C.2(a), and D.2 of the Project in accordance with the provisions of Article IV of the General Conditions, and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and the Project Implementing Entity shall otherwise agree, the Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — TERMINATION

3.01. For purposes of Section 8.05(c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty years after the date of this Agreement.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is its Permanent Secretary.

4.02. The Association’s Address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America

Cable: INDEVAS Telex: 248423(MCI) Facsimile: 1-202-477-6391
Washington, D.C.

4.03. The Project Implementing Entity’s Address is:

COMMISSION SOUS-RÉGIONALE DES PÊCHES
Villa 4430 Karack
Rue ka-38
BP 25485
Dakar, Senegal

Facsimile:

221-33-864-0477
AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:       /s/ Habib M. Fetini
          Authorized Representative

COMMISSION SOUS-RÉGIONALE DES PÊCHES (CSRP)

By:       /s/ Cire Amadou Kane
          Authorized Representative
SCHEDULE

Execution of the Project Implementing Entity’s Respective Part of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall, by no later than three months after the Effective Date or such later date as may be agreed upon by the Project Implementing Entity and the Association in writing, establish and thereafter maintain throughout Project implementation, a Regional Coordination Unit (“RCU”), with composition, functions and resources satisfactory to the Association.

2. The RCU shall be staffed with qualified and experienced personnel in adequate numbers, including, *inter alia*, a regional coordinator, an accountant and a procurement specialist, all with qualifications, experience, and terms of reference satisfactory to the Association. To this end, the Project Implementing Entity shall, not later than four months after the Effective Date or such later date as may be agreed upon by the Association and the Project Implementing Entity, recruit an accountant assistant for the RCU, in accordance with the provisions of Section III of this Schedule, with qualifications and experience and under terms of reference satisfactory to the Association.

3. The RCU shall be responsible for the day-to-day coordination and implementation of the Project Implementing Entity’s Respective Part of the Project, including:

   (a) preparing proposed Regional Annual Work Plans for inclusion in its Respective Part of the Project, and updating the Procurement Plan and related budgets regarding its Respective Part of the Project to be furnished to the Regional Steering Committee for review, and following such review, to the Association for approval;

   (b) consolidating the Annual Work Plans and the updates to the Procurement Plans and related budgets prepared by each of the Participating Countries to be submitted to the Association for approval;

   (c) carrying out financial management and procurement activities for the Program in collaboration with each of the Participating Countries;

   (d) monitoring and evaluating the Program and preparing consolidated Program reports to be submitted to the Regional Steering Committee and the Association by January 15 of each year;

   (e) implementing ongoing communication activities to raise awareness about the Program and its implementation; and
(f) providing Training and support to each of the Participating Countries in connection with data collection and procurement activities.

4. The Project Implementing Entity understands and agrees that: (a) its Regional Annual Work Plans, updates to the Procurement Plan and related budgets of the RCU shall be subject to review by the Regional Steering Committee, as described in Section I. A.2(a) of Schedule 2 to the Financing Agreement; and (b) that the performance of the RCU shall be subject to the oversight by the Regional Steering Committee.

B. Anti-Corruption

The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Manuals

1. The Project Implementing Entity shall, by no later than three months after the Effective Date or such later date as may be agreed upon by the Project Implementing Entity and the Association in writing, prepare under terms of reference acceptable to the Association, and furnish to the Association the following manuals:

(a) a regional operational manual, setting forth the detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project Implementing Entity’s Respective Part of the Project; (ii) environmental and social safeguards management; (iii) monitoring, evaluation, reporting and communication; and (iv) such other technical and organizational arrangements and procedures as shall be required for the Project Implementing Entity’s Respective Part of the Project; and

(b) a regional administrative and financial manual setting out the administrative, procurement, and financial management arrangements for the Project Implementing Entity’s Respective Part of the Project.

2. The Project Implementing Entity shall afford the Association a reasonable opportunity to exchange views with the Project Implementing Entity on both such manuals, and thereafter shall adopt and carry out its Respective Part of the Project in accordance with such regional operational manual and regional administrative and financial manual as shall have been found satisfactory to the Association.

3. The Project Implementing Entity shall not amend, abrogate, repeal, suspend, waive, or otherwise fail to enforce, or permit to be amended, abrogated, repealed, suspended or waived, the Regional Operational Manual or the Regional Administrative and Financial Manual, or any provision thereof. In case of inconsistency between this Agreement, on the one hand, and the Regional Operational Manual and/or the Regional Administrative and Financial Manual, on the other hand, the terms of this Agreement shall prevail.
D. **Regional Annual Work Plans**

1. The Project Implementing Entity shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association not later than January 15 in each calendar year, for the Association’s consideration, a proposed work plan of activities to be included in the Project Implementing Entity’s Respective Part of the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefore. If any activities proposed for inclusion in the Project Implementing Entity’s Respective Part of the Project would, pursuant to the Social and Environmental Safeguard Frameworks, require one or more Supplemental Social and Environmental Safeguard Instruments, the Project Implementing Entity shall prepare and furnish, together with such proposed work plan, a draft of each such Supplemental Social and Environmental Safeguard Instrument.

2. The Project Implementing Entity shall afford the Association a reasonable opportunity to review and exchange views with the Project Implementing Entity on such proposed plan and any such instruments, and thereafter, shall implement such work plan and such instruments as shall have been approved by the Association, with due diligence.

E. **Safeguards**

1. The Project Implementing Entity shall ensure that its Respective Part of the Project is implemented in accordance with the provisions of the Social and Environmental Safeguard Frameworks and each of the Supplemental Social and Environmental Safeguard Instruments in a manner satisfactory to the Association, and the Project Implementing Entity shall not amend or waive any provision of the aforementioned without the prior written agreement of the Association.

2. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall collect, compile and furnish to the Association on a quarterly basis reports on the status of compliance with the Social and Environmental Safeguard Frameworks and Supplemental Social and Environmental Safeguard Instruments, giving details of:

   (a) measures taken in furtherance of such frameworks and instruments;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such frameworks and instruments; and

   (c) remedial measures taken or required to be taken to address such conditions.

3. The Project Implementing Entity shall promptly take all remedial measures referred to in paragraph 2 of this Section as shall have been agreed by the Association.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than 30 days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Association of the overall Project Report.

(b) The performance indicators referred to above in sub-paragraph (a) consist of the following, namely:

(i) the Project Implementing Entity has established a regional database and ‘dashboard’ of key environmental, economic and social fisheries statistics.

2. The Project Implementing Entity shall provide to the Recipient not later than three months after the Closing Date, for incorporation in the report referred to in Section 4.08 (c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.

B. Financial Management, Financial Reports and Audits

1. The Project Implementing Entity shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations and financial condition of the Project Implementing Entity, including the operations, resources and expenditures related to its Respective Part of the Project.

2. The Project Implementing Entity shall have its financial statements referred to above audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association. Each audit of these financial statements shall cover the period of one fiscal year of the Project Implementing Entity. The audited financial statements for each period shall be furnished to the Association not later than six months after the end of the period.
Section III. Procurement

All goods, works and services required for the Project Implementing Entity’s Respective Part of the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement.

Section IV. Other Undertakings

1. The Project Implementing Entity shall:

   (a) by not later than four months after the Effective Date or such later date as may be agreed upon by the Recipients and the Association in writing, recruit, in order to facilitate the audits required pursuant to Section II. B of this Schedule, an external auditor with qualifications and experience and pursuant to terms of reference satisfactory to the Association, in accordance with the provisions of Section III of the Schedule to this Agreement.

   (b) in furtherance of the provisions of Section II. B of this Schedule, and not later than four months after the Effective Date, update the financial management information system for its Respective Part of the Project, in form and substance satisfactory to the Association.

2. The Project Implementing Entity shall not later than 20 months after the Effective Date, recruit an independent panel of experts, under terms of reference satisfactory to the Association and in accordance with the provisions of Section III of this Schedule, to be responsible for carrying out three audits of the activities implemented under Part B of the Project. The audits carried out by such experts shall be completed and furnished to the Association, respectively, not later than 24, 36 and 60 months after the Effective Date.