Project Agreement

(Power Emergency Response Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

AGENCE D'EXÉCUTION DES TRAVAUX D'INTÉRÊT PUBLIC EN CENTRAFRIQUE (AGETIP CAF)

Dated March 6, 2009
PROJECT AGREEMENT

AGREEMENT dated March 6, 2009, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and AGENCE D’EXÉCUTION DES TRAVAUX D’INTÉRÊT PUBLIC EN CENTRAFRIQUE (AGETIP CAF) (referred to as “AGETIP-CAF”) in connection with the Financing Agreement (“Financing Agreement”) of same date between the CENTRAL AFRICAN REPUBLIC (“Recipient) and the Association. The Association and the AGETIP-CAF 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. AGETIP-CAF declares its commitment to the objectives of the Project. To this end, AGETIP-CAF shall carry out the fiduciary aspects of the Project (financial management, accounting, procurement, disbursement, audits and preparation of financial reports) in accordance with the provisions of Article IV of the General Conditions, and shall provide promptly as needed, the funds, facilities, services, staff and other resources required for the implementation of the fiduciary aspects of the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and AGETIP-CAF shall otherwise agree, AGETIP-CAF shall carry out the fiduciary aspects of the Project (financial management, accounting, procurement, disbursement, audits and preparation of financial reports) 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. AGETIP-CAF’s Representative is its General Manager.

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 AGETIP-CAF’s Address is:

Agence d’Exécution des Travaux d’Intérêt Public en Centrafrique (AGETIP CAF)
B.P. 895
Rue du Stade Barthélémy Boganda
Bangui
Central African Republic

Facsimile:

236-21-61-51-77
AGRED at Bangui, Central African Republic, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Mary Barton-Dock

Authorized Representative

AGENCE D’EXECUTION DES TRAVAUX D’INTERET PUBLIC EN CENTRAFRIQUE (AGETIP CAF)

By /s/ Marcel Nganassem

Authorized Representative
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Implementation

1. AGETIP-CAF shall maintain, throughout the implementation of the Project, sufficient resources and staff with experience and qualification satisfactory to the Association, for the performance of its obligations under, or referred to in, this Agreement.

2. AGETIP-CAF shall revise the Project Administrative, Financial, Accounting and Procurement Procedure Manual, in form and substance satisfactory to the Association, including the model of interim financial reports to be used for the Project, no later than one (1) month after the Effective Date.

3. AGETIP-CAF shall, throughout the implementation of the Project, carry out the fiduciary aspects of the Project in accordance with the provisions of the Project Administrative, Financial, Accounting and Procurement Procedure Manual, and shall not, unless the Association shall otherwise agree, amend or waive any provision thereof which in the opinion of the Association may adversely and materially affect the implementation of the Project, or the compliance with the provisions of, or referred to in, this Agreement.

4. AGETIP-CAF shall, throughout the implementation of the Project, furnish, to the Association such documents, records and information that the Association shall reasonably request, and shall exchange views with the Association, on the implementation of the Project, the achievement of its objectives, and the use of the proceeds of the Financing.

B. Anti-Corruption

AGETIP-CAF shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. AGETIP-CAF shall participate, with respect to the fiduciary aspects of the Project, in the preparation of Project Reports in accordance with the provisions of Section 4.08 of the General Conditions. Each such Project Report shall cover the period of one calendar
semester, and shall be furnished by the Project Implementing Entity to the Association not later than one month after the end of the period covered by such report.

2. AGETIP-CAF participates in the preparation by the Project Implementing Entity, for transmission to the Association not later than December 31, 2012, of the report referred to in Section 4.08 (c) of the General Conditions, and provides all such information as the Association shall reasonably request for the purposes of such Section.

B. Financial Management, Financial Reports and Audits

1. AGETIP-CAF 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, resources and expenditures related to the Project.

2. AGETIP-CAF shall cause the Financial Statements to be 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 calendar year. 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

1. All goods and services required for 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.

2. AGETIP-CAF shall sign, on behalf of the Project Implementing Entity, each contract entered into for the implementation of the Project.

3. Throughout the implementation of the Project, AGETIP-CAF shall cause an annual procurement audit of the activities implemented under the Project to be carried out, and a report of such audit, in scope and level of details satisfactory to the Association, to be submitted annually to the Association no later than three (3) months after the end of the calendar year to which such audit relates.