Project Agreement

(WAEMU Affordable Housing Finance Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WAEMU REGIONAL MORTGAGE REFINANCING COMPANY

(Caisse Regionale de Refinancement Hypothecaire de l’UEMOA)

Dated October 13, 2017
GRANT NUMBER D236-3W

PROJECT AGREEMENT

AGREEMENT dated October 13, 2017, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and the WAEMU REGIONAL MORTGAGE REFINANCING COMPANY (CAISSE REGIONALE DE REFINANCEMENT HYPOTHECAIRE DE L'UEMOA) ("Project Implementing Entity" or "CRRH-UEMOA") ("Project Agreement") in connection with the WAEMU Commission Financing Agreement ("Financing Agreement") of same date between the West African Economic and Monetary Union ("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. To this end, the Project Implementing Entity shall carry out Parts 4 and 5 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 Director General.
4.02. The Association’s Address is:

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

Telex: 248423(MCI)  Facsimile: 1-202-477-6391

4.03. The Project Implementing Entity’s Address is:

68 Avenue de la Libération
BP 1172 Lome
Togo

Telex: +228 22 23 27 51  Facsimile: +228 22 23 27 52

AGREED at Washington, D.C, United States of America, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION
By: 

Rachid Bensaoud
Country Director for Nigeria and Coordinating Director for the West Africa Regional Integration Program

WAEMU REGIONAL MORTGAGE REFINANCING COMPANY
By: 

Christian Agossa
Chief Executive Officer
SCHEDULE

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

Section I. **Implementation Arrangements**

1. **CRRH-UEMOA Implementation Manual**

   - **(a)** The Project Implementing Entity shall: (i) maintain the CRRH-UEMOA Implementation Manual, in form and substance acceptable to the Association, giving details of administrative, financial, technical and organizational arrangements and procedures as shall be required for its Respective Part of the Project, including, *inter alia*: (A) institutional coordination and day-to-day execution of activities; (B) disbursement and financial management, including on-lending terms between the Association and BOAD and CRRH-UEMOA and between CRRH-UEMOA and Participating Banks and Non-bank Financial Institutions; (C) procurement; (D) monitoring, evaluation, reporting, and public information, education and communication; (E) Participating Banks and Non-bank Financial Institutions conditions and eligibility criteria for Mortgage Refinancing; and (F) Eligible Mortgage Loan eligibility criteria; and (ii) proceed thereafter to carry out the Project in accordance with the CRRH-UEMOA Implementation Manual.

   - **(b)** Except as the Association shall otherwise agree, the Project Implementing Entity shall not amend, abrogate or waive any provision of any of the CRRH-UEMOA Implementation Manual, if such amendment, abrogation or waiver may, in the opinion of the Association, materially or adversely affect the implementation of the Project.

2. **Project Administration**

   - **(a)** The Project Implementing Entity shall have the responsibility for overall coordination, monitoring, reporting, evaluation and communication related to its Respective Parts of the Project.

   - **(b)** The Project Implementing Entity shall maintain, at all times until the completion of the Project, a team, with composition, mandate and resources satisfactory to the Association, with the responsibility for financial management, disbursement and procurement support its Respective Part of the Project. To this end, the Project Implementing Entity no later than three (3) months after Effective Date, shall recruit and thereafter maintain a procurement specialist, with experience and terms of reference acceptable to the Association. said team shall be responsible for day to day Project coordination and implementation,
including: (i) carrying out Project financial management and procurement activities; (ii) preparing Annual Work Plans and Budgets; (iii) monitoring and evaluating and sensitization of Project activities and preparing Project progress reports and monitoring and evaluation reports; (iv) coordinating with other stakeholders on Project implementation; and (v) technical and financial audits of its Respective Part of the Project of the Project.

3. **Annual Work Plans and Budget**

   (a) The Project Implementing Entity shall prepare and furnish to the Association no later than October 30 of each calendar year throughout the implementation of the Project, a work plan and budget of activities proposed for inclusion in its Respective Part of the Project, for the next calendar year, together with a budget for such activities and a timetable for their implementation (“Annual Work Plan and Budget”).

   (b) The Project Implementing Entity afford the Recipient and the Association a reasonable opportunity to exchange views with the Recipient on such proposed work plan and budget, and thereafter, carry out such work plan during the period covered by said plan and according to such budget, both as shall have been approved by the Recipient and the Association.

   (c) Only such activities included in the Annual Work Plan and Budget shall be eligible for inclusion in the Project and for financing out of the proceeds of the Grant.

   (d) The Project Implementing Entity shall not amend or modify, or cause to be amended and modified, any approved Annual Work Plan and Budget without the prior written approval of the Recipient and the Association.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

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 indicators acceptable to the Association. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than thirty (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. 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. 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 Project Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the Association not later than six months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Association.

3. The Project Implementation Entity shall no later than six (6) months of Effective date, update its accounting system to accommodate its Respective Part of the Project’s accounting requirements.

4. The Project Implementation entity shall ensure that its internal audit department includes its respective part of the Project within its work plan, and provides a semi-annual internal audit report to the Recipient and the Association not later than 45 days after the end of the relevant semi-annual period.

Section III. Procurement

All goods, non-consulting services and consulting services required for the Project Implementing Entity’s Respective Part of the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.