Global Environment Facility
Project Agreement

(Protected Area Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as an Implementing Agency of the Global Environment Facility

and

FONDATION DES PARCS ET RÉSERVES DE CÔTE D’IVOIRE

Dated July 21, 2009
GLOBAL ENVIRONMENT FACILITY
PROJECT AGREEMENT

AGREEMENT dated July 21, 2009, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an Implementing Agency of the Global Environment Facility (“GEF”), and FONDATION DES PARCS ET RÉSERVES DE CÔTE D’IVOIRE (“Project Implementing Entity”) (“GEF Project Agreement”), in connection with the GEF Grant Agreement (“Grant Agreement”) of same date between the REPUBLIC OF CÔTE D’IVOIRE (“Recipient”) and the World Bank, acting as an Implementing Agency of the GEF. The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 1, 2008 (“Standard Conditions”), 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 Grant Agreement or the Standard Conditions.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objective of the Project. To this end, the Project Implementing Entity shall carry out Part I (b) of the Project in accordance with the provisions of Article II of the Standard 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 World Bank 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 — REPRESENTATIVE; ADDRESSES

3.01. The Project Implementing Entity’s Representative is the Chairman of its Board.

3.02. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
1818 H Street, NW
Washington, DC 20433
United States of America

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

3.03. The Project Implementing Entity’s Address is:

_Fondation des Parcs et Réserves de Côte d’Ivoire_
06 P. O. Box 2362
Abidjan 06
Côte d’Ivoire

Facsimile:

225-22-41-31-01
AGREED at Abidjan, Côte d’Ivoire, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

By /s/ Madani M. Tall

Authorized Representative

FONDATION DES PARCS ET RÉSERVES DE CÔTE D’IVOIRE

By /s/ Bernard N’Doumi

Authorized Representative
SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional

1. The Project Implementing Entity shall be responsible for the implementation of Part 1 (b) of the Project, as well as financial and administrative management, including disbursement, and procurement under said Part of the Project.

2. The Project Implementing Entity shall maintain, throughout Project implementation, an institutional framework, functions, and resources satisfactory to the World Bank, including staff with qualifications, experience, and terms of reference satisfactory to the World Bank, appointed in accordance with Section III of this Schedule.

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. Manual

1. The Project Implementing Entity shall adopt, no later than one (1) month after the Effective Date, the Project Implementation Manual, in form and substance satisfactory to the World Bank.

2. The Project Implementing Entity shall: (i) ensure that its Respective Part of the Project is carried out in accordance with the Project Implementation Manual; and (ii) except as the World Bank shall otherwise agree, not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

3. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the latter shall prevail.
D. Safeguards

1. The Project Implementing Entity shall ensure that its Respective Part of the Project is implemented in accordance with the provisions of the Environmental and Social Impact Assessment and the Resettlement Policy Framework, and the environmental and social protection provisions referred to in Section IV.B.1 (b) of Schedule 2 to the Grant Agreement, and, except as the World Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, said Assessment, Framework, or provisions.

Section II. Project Monitoring, Reporting, Evaluation

A. Project Reports; Completion Report

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports in relation to its Respective Part of the Project in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth in Section II.A.1 (b) of Schedule 2 to the Grant Agreement. Each such Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Recipient not later than 15 days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the World Bank of the overall Project Report.

2. The Project Implementing Entity shall provide to the Recipient, not later than four (4) months after the Closing Date, for incorporation in the report referred to in Section 2.06 of the Standard Conditions, all such information as the Recipient or the World Bank 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 World Bank, 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. Without limitation on the provisions of Part A of this Section, the Project Implementing Entity shall prepare and furnish to the Recipient, not later than 15 days after the end of each calendar quarter, interim un-audited financial reports for the Project Implementing Entity’s Respective Part of the Project covering the quarter, in form and substance satisfactory to the World Bank, for incorporation and forwarding by the Recipient to the World Bank of the overall Project interim un-audited financial reports.

3. The Project Implementing Entity shall have its financial statements referred to above audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank. Each audit of these financial statements shall cover the period of one (1) fiscal year of the Project Implementing Entity. The audited financial statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such 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 Grant shall be procured in accordance with the provisions of Section III of Schedule 2 to the Grant Agreement.