Project Agreement

(Large Scale Irrigation Modernization Project)

between

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

and

OFFICE REGIONAL DE MISE EN VALEUR AGRICOLE DU TADLA

Dated October 26, 2015
PROJECT AGREEMENT

AGREEMENT dated October 26, 2015, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and Office Régional de Mise en Valeur du Tadla ("Project Implementing Entity") ("Project Agreement") in connection with the Loan Agreement ("Loan Agreement") of same date between Kingdom of Morocco ("Borrower") and the Bank. The Bank 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 Loan 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 Loan 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 1.4, 2.4 and 3.5 of the Project in accordance with the provisions of Article V 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 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 its Director.

3.02. The Bank’s Address is:

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

Cable: INTBAFRAD
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
3.03. The Project Implementing Entity’s Address is:

Office Régional de Mise en Valeur
Agricole du Tadla
B.P. 244
232000 Fkih Ben Salah
Kingdom of Morocco

Facsimile:
212-523-43-50-18/22

AGREED at Rabat, Kingdom of Morocco, as of the day and year first above written.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Marie Francoise Marie-Nelly
Title: Country Director

OFFICE REGIONAL DE MISE EN VALEUR
AGRICOLE DU TADLA

By

Authorized Representative

Name: Hssain Rahaoui
Title: Director
SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements

The Tadla URGP shall be responsible for the overall coordination of the Respective Part of the Project of the Project Implementing Entity. The Tadla URGP shall collaborate with MAPM and all other subdivisions of the Project Implementing Entity involved in the implementation of its Respective Part of the Project, as described in the Project Implementation Manual. The Project Implementing Entity shall maintain throughout the implementation of the Project the Tadla URGP and all other subdivisions of the Project Implementing Entity involved in the implementation of its Respective Part of the Project with qualified staff and adequate resources.

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. Safeguards and Project Implementation Manual

1. The Project Implementing Entity shall implement its Respective Part of the Project in accordance with the Project Implementation Manual, the ESIA, the EMP, the FLAP and the LAPs. The Project Implementing Entity shall: (i) not amend, suspend, abrogate, repeal or waive any provision of the Project Implementation Manual, the ESIA, the EMP, the FLAP and the LAPs, without prior approval of the Bank; and (ii) ensure that adequate information on the implementation of the ESIA, the EMP, the FLAP and the LAPs is suitably included in the Project Reports referred to in Section II.A of this Schedule and in the report referred to in Section I.B of Schedule 2 to the Loan Agreement.

2. The Project Implementing Entity shall ensure that all measures identified and described in the ESIA, the EMP, the FLAP and the LAPs are taken in a timely manner.

3. The Project Implementing Entity shall:

   (a) prior to commencing civil works for any activity under its Respective Part of the Project and when required under the ESIA and the EMP, carry out specific public consultation in form and in substance satisfactory to the Bank; and

   (b) ensure that the lay-out, construction and management of the relevant canals, reservoirs, feeder pipes, filtration stations, and piped networks are consistent with the provisions of the ESIA and the EMP.

4. Prior to commencement of civil works for any activity under its Respective Part of the Project involving involuntary resettlement or involuntary acquisition of land, the Project
Implementing Entity shall prepare and implement appropriate LAP or LAPs, as the case may be, for compensation, or resettlement, in accordance with the FLAP, such LAP or LAPs to be in form and substance satisfactory to the Bank.

5. In the event that any provision of the ESIA, the EMP, the FLAP and the LAPs shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

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 5.08 (b) of the General Conditions and on the basis of indicators acceptable to the Bank. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Borrower not later than thirty (30) days after the end of the period covered by such report for incorporation and forwarding by the Borrower to the Bank of the overall Project Report.

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 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. The Project Implementing Entity shall prepare and furnish to the Borrower not later than thirty (30) days after the end of each calendar semester, interim unaudited financial reports for its Respective Part of the Project covering the semester, for incorporation and forwarding by the Borrower to the Bank of the overall interim unaudited financial report for the Project.

3. The Project Implementing Entity shall have its financial statements referred to in paragraph 1 above audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank. 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 Borrower and the Bank 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 Bank.

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 Loan shall be procured in accordance with the provisions of Section III of Schedule 2 to the Loan Agreement.