Project Agreement
(Social and Integrated Agriculture Project)
between
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility
and
AGENCE POUR LE DEVELOPPEMENT AGRICOLE

Dated April 16, 2013
GEF GRANT NUMBER TF014398

PROJECT AGREEMENT

AGREEMENT dated April 16, 2013, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an Implementing Agency of the Global Environment Facility, and AGENCE POUR LE DEVELOPPEMENT AGRICOLE ("Project Implementing Entity") ("Project Agreement") in connection with the GEF Trust Fund Grant Agreement ("GEF Grant Agreement") of same date between the Kingdom of Morocco ("Recipient") and the World Bank. The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the Appendix to the GEF Grant 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 GEF Grant Agreement or the Standard 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: (a) carry out Part 1 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 Part 1 of the Project; and (b) assist MAPM to carry out Part 2 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 Part 1 of the Project and assist MAPM to carry out Part 2 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 General.
3.02. The World 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:

Agence pour le Développement Agricole
Espace les Patios
Angle Avenues Annakhil et Mehdi Benbarka
Hay Ryad
Rabat
Kingdom of Morocco

Facsimile: 212-537-57-38-04
AGREED at Rabat, Kingdom of Morocco, 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:

[Signature]
Authorized Representative

Name: Simon Gray
Title: Country Director

AGENCE POUR LE DEVELOPPEMENT AGRICOLE

By:

[Signature]
Authorized Representative

Name: Mohammed EL GUERROUJ
Title: Director Général
SCHEDULE

Execution of Part 1 of the Project and Assistance to the Recipient
for Execution of Part 2 of the Project

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements

The Project Implementing Entity shall have the overall responsibility for the implementation of Part 1 of the Project and for the overall coordination of the Project. The project Implementing Entity shall, to this end, maintain at all times during the implementation of the Project qualified staff and adequate resources.

B. Implementation Arrangements

1. The Project Implementing Entity shall take all necessary measures to implement Part 1 of the Project in accordance with the Project Implementation Manual. The Project Implementing Entity shall not amend, suspend, abrogate, repeal or waive any provision of the Project Implementation Manual without prior approval of the World Bank.

2. The Project Implementing Entity shall select the Sub-Project in consultation with the relevant DPAs and DRAs for the Project Area in accordance with the criteria and procedures set forth in the Project Implementation Manual.

C. Anti-Corruption

The Project Implementing Entity shall ensure that Part 1 of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Safeguards

1. The Project Implementing Entity shall, if it has been determined, in accordance with the ESIAF, that a site-specific ESIA or an EMP is required for a Sub-Project: (i) prepare such ESIA or EMP; (ii) submit said ESIA or EMP to MAPM for approval after it has addressed any feedback or comment provided by the World Bank; and (iii) disclose it publicly.

2. The Project Implementing Entity shall ensure that no Resettlement will take place under the Project.
3. If any private land is voluntarily donated or temporary occupied with the formal consent of the owner thereof for the purposes of the implementation of any Sub-Project, the Project Implementing Entity shall ensure that: (i) such donation or temporary occupation shall not involve any Resettlement; (ii) such donation or temporary occupancy shall be made in accordance with the laws of the Recipient and the Project Implementation Manual; and (iii) such donation or temporary occupancy shall be in form and substance satisfactory to the World Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Project Implementing Entity shall monitor and evaluate the progress of Part I of the Project and prepare overall Project Reports for the entire Project with the assistance of the DPAs, DRAs and CTs for the Project Area in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators agreed with the World Bank. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later thirty (30) days after the end of the period covered by such report for review and forwarding by the Recipient to the World Bank.

2. The Project Implementing Entity shall provide to the Recipient not later than five (5) months after the Closing Date, for incorporation in the Completion 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 that 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 Part I of the Project.

2. The Project Implementing Entity shall prepare, with the assistance of the DPAs and DRAs for the Project Area, and furnish to the Recipient not later than thirty (30) days after the end of each calendar semester, interim unaudited financial reports for the entire Project covering the semester, for review by the Recipient and forwarding by the Recipient to the World Bank of the overall interim unaudited financial reports for the Project.
3. The Project Implementing Entity shall prepare, with the assistance of the DPAs and DRAs for the Project Area, and furnish to the Recipient not later than three (3) months after the end of each fiscal year of the Recipient, the Financial Statements of the Recipient for the entire Project covering the fiscal year, for review by the Recipient and forwarding by the Recipient to the World Bank.

4. The Project Implementing Entity shall have its financial statements referred to in 1. 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 period shall be furnished to the Recipient and the World Bank not later than six (6) months after the end of the period.

Section III. Procurement

All goods and services required for Part 1 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 GEF Grant Agreement.