Project Agreement

(Abidjan-Lagos Trade and Transport Facilitation Project – Republic of Benin)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ABIDJAN-LAGOS CORRIDOR ORGANIZATION

Dated April 8, 2010
PROJECT AGREEMENT

AGREEMENT dated April 8, 2010, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and ABIDJAN-LAGOS CORRIDOR ORGANIZATION (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement of same date hereof between the REPUBLIC OF BENIN (“Recipient”) and the Association (“Financing Agreement”). 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 Program. To this end, the Project Implementing Entity shall carry out Part D 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 Chairman of the Governing Board.

4.02. The Association’s Address is:

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

    Cable:   Telex:   Facsimile:
    INDEVAS   248423(MCI)   1-202-477-6391
    Washington, D.C.

4.03. The Project Implementing Entity’s Address is:

    Abidjan-Lagos Corridor Organization
    Rue 234 Camp-Guezo
    02 BP 2302
    Cotonou
    Republic of Benin

    Facsimile:

    229-21-31-36-52
AGREED at Cotonou, Republic of Benin, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Joseph Baah-Dwomoh

Authorized Representative

ABIDJAN-LAGOS CORRIDOR ORGANIZATION

By /s/ Justin Kofi

Authorized Representative
SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements

The Project Implementing Entity shall be responsible for: (i) the implementation of its Respective Part of the Project, and ensuring the interface and coordination among the agencies responsible for carrying out any part of the Program and all relevant stakeholders concerned by, or involved in, the execution thereof; and (ii) the collection and treatment of data and monitoring of performance indicators for the Project and the Program.

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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and the Program as a whole and prepare Project Reports for its Respective Part of the Project and the Program in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth in subparagraph (b) of this paragraph. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than thirty 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) The performance indicators referred to above in sub-paragraph (a) consist of the following:

(i) reduction in dwell time in the Recipient’s port;

(ii) reduction in border crossing time for trucks at the Hillacondji-Sanvee Condji border with the Republic of Togo;
(iii) reduction in border crossing time for trucks at the Kraké-Seme border with the Federal Republic of Nigeria;

(iv) establishment and operationalization of a computerized single window in the Recipient’s Port of Cotonou;

(v) increase in the percentage of truck drivers reporting use of condoms with a casual partner during the last sexual activity; and

(vi) increase in the percentage of truck drivers that are familiar with at least 2 means of HIV/AIDS prevention.

2. The Project Implementing Entity shall provide to the Recipient not later than September 30, 2015, for incorporation in the report referred to in Section 4.08 (c) of the General Conditions all such information as the Recipient or the Association 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 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 prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar semester, interim unaudited financial reports for its Respective Part of the Project covering the semester, in form and substance satisfactory to the Association.

3. 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 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

All goods and services required for the Project Implementing Entity’s Respective Part of the Project and to be financed out of the proceeds of the financing under the Togo Financing Agreement shall be procured in accordance with the provisions of Section III of Schedule 2 to the Togo Financing Agreement.