Project Agreement

(National Parks Network Rehabilitation Project)

between

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

and

INSTITUT CONGOLAIS POUR LA CONSERVATION DE LA NATURE

Dated May 30, 2009
PROJECT AGREEMENT

Agreement dated May 30, 2009, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and INSTITUT CONGOLAIS POUR LA CONSERVATION DE LA NATURE ("Project Implementing Entity") ("Project Agreement") in connection with the Global Environment Facility Grant Agreement ("Grant Agreement") of same date between the DEMOCRATIC REPUBLIC OF CONGO ("Recipient") and the Bank. The Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The Standard 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 Grant Agreement or the Standard Conditions.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objectives of the Project and the Program. To this end, the Project Implementing Entity shall carry out 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 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 the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — TERMINATION

3.01. The date on which the provisions of this Agreement shall terminate is the date on which the Grant Agreement shall terminate in accordance with its terms pursuant to Section 6.01 of the Standard Conditions.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is the Administrateur Délégué Général.

4.02. The Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391

4.03. The Project Implementing Entity’s Address is:

Institut Congolais pour la Conservation de la Nature
13 Avenue des cliniques
Kinshasa Gombe
BP 868 Kinshasa 1

Facsimile:

243 99 804-4118
AGREED at Kinshasa, Democratic Republic of Congo, 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/ Marie Françoise Marie-Nelly
Authorized Representative

INSTITUT CONGOLAIS POUR LA CONSERVATION DE LA NATURE

By /s/ Cosma Wilungula Balongelwa
Authorized Representative
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall, at all times during project implementation:

   (a) assign adequate staff and other resources as necessary or appropriate to allow for the due implementation of the Program and the Project, including a financial director, an accountant and two procurement specialists, along with the Fiduciary Technical Assistant, a specialist in social management issues and the Internal Auditor, all of whom shall have qualifications, experience and terms of reference satisfactory to the Bank; and

   (b) cooperate with all public stakeholders involved in the protection of the environment to allow for the implementation of the Project.

B. Project Manual

1. Except as the Bank shall otherwise agree, the Project Implementing Entity shall: (a) apply and cause to be applied the criteria, policies, procedures and arrangements set out in the Project Manual; and (b) not amend or waive, or permit to be amended or waived, the Project Manual, or any provision thereof.

C. Safeguards

1. The Project Implementing Entity shall carry out the Project, or cause the Project to be carried out in accordance with the provisions of the Social and Environmental Documents, and, except as the Bank shall otherwise agree, the Project Implementing Entity shall not amend or waive any provision of the aforementioned.

D. Delegated Management Partners

1. For the purpose of Part B of the Project, the Project Implementing Entity shall:

   (a) enter into an Delegated Management Contract with each Delegated Management Partner, in a form and substance satisfactory to the Bank describing inter alia the functions to be undertaken by such partners, setting forth dated objectives to be attained and performance indicators, and setting forth disbursement, financial
management and procurement methods, in compliance with the Project Manual; and including, *inter alia*:

(i) the obligation of the Delegated Management Partner to carry out the activities in accordance with the Project Manual and the Social and Environmental Documents, with due diligence and efficiency and in accordance with sound technical, financial, environmental, public health and managerial standards, and to maintain adequate records to reflect, in accordance with sound accounting practices, the operations, resources and expenditures in respect of the activities;

(ii) the requirement that the goods, works and services to be financed from the Grant shall be procured in accordance with the provisions of Section III of this Schedule, and shall be used exclusively in carrying out the activities of the Project;

(iii) the obligation of the Delegated Management Partner to prepare an annual progress report and to submit an annual work plan, including a budget and a procurement plan, being specified that no disbursement shall occur for a given year unless and until said plan has been reviewed by the Bank and approved by the Project Implementing Entity;

(iv) provisions with respect to the ownership of the goods acquired under the Project, to be returned to the Project Implementing Entity upon the termination of the Delegated Management Contract.

(v) the right of the Project Implementing Entity to inspect by itself, or jointly with the Bank, if the Bank shall so request, the goods, works, sites or plants included in the activities, the operations thereof and any relevant records and documents;

(vi) the right of Project Implementing Entity to obtain all information as the Bank shall reasonably request regarding the administration, operation and financial management of the activities;

(vii) the right of the Project Implementing Entity, as the case may be, to suspend or terminate the right of the Delegated Management Partner to use or benefit from the use of the proceeds of the Grant upon failure by the Delegated Management Partner to perform any of its obligations under the Delegated Management Contract; and

(viii) the right to receive from the Delegated Management Partner quarterly (or for any other period agreed upon by the Bank) progress reports.
reflecting, *inter alia*, the activities performance indicators, and a final report upon completion of the activities.

E. **Annual Work Plans**

1. At all times during the execution of the Project, the Project Implementing Entity shall, no later than October 31 in each year, prepare and submit to the Bank for its review and comments an annual work plan describing a set of activities to be carried out during the subsequent year, including a budget and implementation arrangements for said activities.

2. The Project Implementing Entity shall finalize the Annual Work Plans, taking into account the Bank’s comments thereon, and proceed thereafter to carry out such Annual Work Plans in a manner satisfactory to the Bank.

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

A. **Project Reports**

1. The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth in Appendix 2 to the Grant Agreement. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than one month after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Bank of the overall Project Report.

2. The Project Implementing Entity shall provide to the Recipient not later than four 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 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 in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Project Implementing Entity shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the Bank not later than forty-five days after the end of each quarter, covering the quarter, in form and substance satisfactory to the Bank.

3. The Project Implementing Entity shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of
the Recipient the entire period during which withdrawals from the Grant Account were made the period indicated in the Bank’s request. The audited Financial Statements for each such period shall be furnished to the Bank not later than six months after the end of such period.

4. The Project Implementing Entity shall ensure that regular internal audits of the Project are carried out to include a review of compliance by the Project Implementing Entity and Delegated Management Partners with fiduciary procedures and regulations as well as a verification of expenditures including payments of works and acquisition of furniture and equipment.

Section III. Procurement

A. General

1. **Procurement and Consultant Guidelines.** All goods, works and services required for 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:

   (a) Section I of the “Guidelines for Procurement under IBRD Loans and IDA Credits” published by the Bank in May 2004 (“Procurement Guidelines”) and revised in October 2006 in the case of goods and works, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants by Bank Borrowers” published by the Bank in May 2004 and revised in October 2006 (“Consultant Guidelines”) in the case of consultants’ services; and

   (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines (“Procurement Plan”).

2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. **Particular Methods of Procurement of Goods and Works**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods and Works.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and
works for those contracts specified in the Procurement Plan: (a) National Competitive Bidding using acceptable SBD consistent with Bank guidelines; (b) Shopping; (c) Direct Contracting; and (d) Procurement from UNOPS.

C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Selection based on Consultants’ Qualifications; (b) Single-source Selection; (c) Selection of Individual Consultants; and (d) Sole Source Procedures for the Selection of Individual Consultants.

D. **Review by the Bank of Procurement Decisions**

1. The Procurement Plan shall set forth those contracts which shall be subject to the Bank’s Prior Review. All other contracts shall be subject to Post Review by the Bank.

**Section IV. Other Undertakings**

A. No later than three months from the Effective Date, the Project Implementing Entity shall have:

(i) recruited the Fiduciary Technical Assistant, social management specialist and Internal Auditor referred to in Section I.A1 of this Schedule, as well as the external auditors referred to in Article 2.07 of the Standard Conditions, all of whom shall have qualifications and experience acceptable to the Bank; and

(ii) installed a computerized accounting system in form and substance acceptable to the Bank;

(iii) trained under conditions satisfactory to the Bank the Delegated Management Partners’ staff in financial management and procurement procedures.

B. The Project Implementing Entity shall consult with the Bank on the rules pertaining to the use of Protected Areas and adjacent zones for lucrative purposes, commercial or others, and shall not grant any concession pertaining to the use of said zones under the Project without prior consultation with the Bank.