Project Agreement

(Bagré Growth Pole Project Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

BAGREPOLE
(Société de Développement Intégré du Pole de Croissance de Bagré)
PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and BAGREPOLE ("Société de Développement Intégré du Pole de Croissance de BAGRÉ") ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of the Signature Date between the BURKINA FASO ("Recipient") and the Association. 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) apply to and form 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 Project. To this end, the Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Project.

ARTICLE III — TERMINATION

3.01. For purposes of Section 10.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty years after the Signature Date.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is the president of its board of directors.
4.02. For purposes of Section 11.01 of the General Conditions:

(a) the Association’s address is:

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

(b) the Association’s Electronic Address is:

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

4.03. For purposes of Section 11.01 of the General Conditions:

(a) the Project Implementing Entity’s address is:

BAGREPOLE
Société de Développement Intégré du Pole de Croissance de Bagré
09 BP 772
Ouagadougou 09
Burkina Faso; and

(b) the Project Implementing Entity’s Electronic Address is:

Facsimile:
+ 226.50.31.22.09
AGREED, as of the latest of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Cheick F. Kante
Title: Country Manager for Burkina Faso
Date: May 11, 2016

BAGREPOLE

By

Authorized Representative

Name: Bamsry Ouattara
Title: General Secretary of Prime Minister
Date: May 11, 2016
SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. **PMT**

   (a) Under Part A(1)(d) of the Project, the Project Implementing Entity shall establish and thereafter maintain, throughout the Project period, a Project management team with terms of reference and resources acceptable to the Association, supported by qualified and experienced staff in adequate numbers, to be responsible for managing its Respective Part of the Project ("PMT").

   (b) To this end, the Project Implementing Entity shall:

      (i) assign to the PMT: (A) a general manager; (B) a manager responsible for production; (C) a financial manager; and (D) a secretary general; and

      (ii) recruit and assign to the PMT in accordance with the provisions of Section III of this Schedule: (A) an investment promotion manager; (B) an operations manager; (C) a procurement specialist; (D) a financial management specialist; (E) a monitoring and evaluation expert; (F) an environmental specialist; and (G) a social and land specialist; all with qualifications and experience and terms of reference acceptable to the Association.

2. **Private Operator**

In order to assist it in carrying out its Respective Part of the Project, the Project Implementing Entity shall employ in accordance with the provisions of Section III of this Schedule one or more private operators, whose qualifications, experience and terms and conditions of employment shall be acceptable to the Association, and thereafter maintain said private operator or hire a subsequent private operator as the Association may deem necessary for the successful implementation of the Project, to be responsible for the following activities under its Respective Part of the Project: (a) spatial planning, design and oversight of the construction of infrastructure in the Project Area; (b) investment promotion in the Project Area, including investor follow-up and marketing; (c) operation and maintenance of Project Area infrastructure (including irrigation systems, roads and utilities), and
(d) delivery of irrigation water and other critical services to investors in the Project Area.

3. **Project Implementing Manual**

   (a) The Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the Project Implementation Manual, and shall not amend or waive any of its provisions without the prior written agreement of the Association.

   (b) Notwithstanding the foregoing, in the event of any inconsistency between the provisions of the Project Implementation Manual and those of this Agreement or the Financing Agreement, the provisions of this Agreement and the Financing Agreement shall prevail.

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. **Semi-annual Work Programs**

   1. The Project Implementing Entity shall, prior to each calendar semester, prepare and furnish to the Recipient in sufficient time for inclusion in the proposed Semi-annual Work Program pursuant to Section I.D of Schedule 2 to the Financing Agreement for such semester, a semi-annual program of activities proposed for inclusion in its Respective Part of the Project during such semester, including: (a) a detailed timetable for the sequencing and implementation of these activities; (b) the types of expenditures required for such activities and a proposed financing plan for such expenditures; and (c) each Safeguard Document required for such activities pursuant to Section I.D of this Schedule and the measures proposed to be carried out under such Safeguard Document.

   2. The Project Implementing Entity shall thereafter adopt and carry out the Semi-annual Work Program for such semester in respect of its Respective Part of the Project.

   3. The Project Implementing Entity shall, in preparing any training or workshops proposed for inclusion in its Respective Part of the Project under a Semi-annual Work Program, include in its proposed semi-annual program of activities: (a) the objective and content of the training or workshop envisaged; (b) the selection method of the institutions or individuals conducting such training or workshop, and said institutions if already known; (c) the expected duration and an estimate of the cost of said training or workshops; and (d) the selection method of the
personnel who will attend the training or the workshop, and said personnel if already known.

D. Safeguards

1. The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out in accordance with the Safeguard Documents for its Respective Part of the Project.

2. To that end, the Project Implementing Entity shall take all the measures set forth or referred to in Section I.E.2, Section I.E.4 and Section I.F. of Schedule 2 to the Financing Agreement with respect to its Respective Part of the Project in accordance with the provisions of said Section. In particular, with respect to Section I.F of Schedule 2 to the Financing Agreement, the Project Implementing Entity shall:

(a) not later than November 30, 2018, in accordance with terms of reference satisfactory to the Association: (i) carry out a study of risks of inundation and related potential uncontrolled release of water from the Bagré Dam; (ii) prepare an updated operation and maintenance plan and emergency preparedness plan for the Bagré Dam based on the results of said study; (iii) furnish said study and plans to the Association for its review; (iv) adopt and implement said plans, taking into account the views of the Association on the matter (“Bagré Dam Operation and Maintenance and Emergency Preparedness Plans”); (v) establish an emergency committee with mandate, composition and resources acceptable to the Association, to be responsible for implementation of said plans (“Bagré Dam Committee”); and (vi) carry out an on-site training program for the members of said committee and NEC staff on the implementation of the Bagré Dam Operation and Maintenance and Emergency Preparedness Plans; and

(b) carry out a safety inspection of the Bagré Dam at intervals of not less than once every two years during the implementation of the Project, by independent experts whose terms of reference, qualifications, and experience shall be satisfactory to the Association (the first of said safety inspections to be carried out not later than August 30, 2018, and the second of which to be carried out not later than August 30, 2020.

3. The Project Implementing Entity shall perform all its obligations under the Safeguard Implementation Agreement, referred to in Section I.E.3 of Schedule 2 to the Financing Agreement, with respect to its Respective Part of the Project, with due diligence and efficiency.
4. **Terms of Reference.** The Project Implementing Entity shall: (a) ensure that any technical assistance financed under the Project is carried out under terms of reference satisfactory to the Association following its review thereof and, to that end, said technical assistance shall duly incorporate the requirements of the Association’s Safeguard Policies and be publicly disclosed and consulted upon in accordance with the Association’s Safeguard Policies; and (b) ensure that any capacity building activities under the Project are consistent with, and pay due attention to, the Association’s Safeguard Policies.

5. **Safeguards Reporting.** Without limitation upon its other reporting obligations under Section II.A of this Agreement, the Project Implementing Entity shall take all measures necessary to regularly collect and compile, and submit to the Recipient and to the Association, as part of the Project Reports, and promptly in a separate report whenever the circumstances warrant, information on the status of compliance with the Safeguard Instruments, providing details of:

   (a) the measures taken in furtherance of the Safeguard Instruments;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Instruments;

   (c) remedial measures taken or required to be taken to address such conditions.


7. The Project Implementing Entity shall comply with Section I.E(4)(a)(v) to the Financing Agreement and to this effect complete the following community projects in a manner satisfactory to the Association: (i) construction of a permeable earth dyke in the villages of Founou and Lenga by June 30, 2018; (ii) land improvement and drainage activities in the villages of Ponga and Beka by June 30, 2018; (iii) construction of a small dam and market garden in Lenga village by June 30, 2018; (iv) technical support for the cultivation of community irrigated sites within the Project Area starting in February 1, 2018 until February 1, 2021; (v) provision of basic social services to schools until the completion of construction in the Project Area and provision of basic social services to health centers until the Closing Date; (vi) support Founou village fishermen through acquisition of nets and boats by December 31, 2017 with a fishermen training provision to be completed by August 30, 2018.

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

1. 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 Association. Each such Project Report shall cover the period of one calendar quarter, and shall be furnished to the Recipient not later three weeks 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.

2. The Project Implementing Entity shall provide to the Recipient not later than 3 months after the Closing Date, for incorporation in the report referred to in Section 5.08 (c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.

Section III. Procurement

All goods, works and non-consulting services required for the Project Implementing Entity's Respective Part of the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement.