Project Agreement

(Municipal and Agglomerations Support Program)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

AGENCE DE DEVELOPPEMENT MUNICIPAL
PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and AGENCE DE DEVELOPPEMENT MUNICIPAL ("Project Implementing Entity") ("Project Agreement") in connection with the Project Financing Agreement ("Project Financing Agreement") of the Signature Date between the REPUBLIC OF SENEGAL ("Recipient") and the Association for an amount equivalent to six million Euros (€6,000,000). 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 Project 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 Project 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 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 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 (20) years after the Signature Date.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is its general director.

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

(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:

5 Avenue Carde
Immeuble Carde Rénovation
3ème étage
BP 6783
Dakar
Republic of Senegal

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

Facsimile: E-mail:
+221338422576 pacadem@orange.sn
AGREED, as of the latest of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Louise J. Cond
Title: Country Director
Date: July 09, 2018

AGENCE DE DEVELOPPEMENT MUNICIPAL

By

Authorized Representative

Name: Chibah Issa Silla
Title: Directeur Général
Date: July 10, 2018
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

To ensure prompt and efficient implementation of the Project, the Project Implementing Entity shall, throughout the Project implementation period, maintain competent and qualified staff in adequate number to be responsible for Project implementation and management, such staff to include: (1) a project coordinator; (2) a procurement specialist; (3) a financial director; (4) a communications specialist; (5) a monitoring and evaluation specialist; (6) a civil engineer; and (7) a safeguards specialist, each of whose qualifications, experience and terms of reference shall be acceptable to the Association.

B. Anti-Corruption

The Project Implementing Entity shall ensure that 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. The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than one (1) month 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 three (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.

B. Project Financial Audits

1. The Project Implementing Entity shall maintain a financial management system and prepare financial statements in accordance with the provisions of Section 5.09(b) of the General Conditions, 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 the Project.

2. 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 Project Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the Association not later than nine (9) months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Association.

3. The Project Implementing Entity shall, not later than one (1) month after the Effective Date, recruit an internal auditor, whose qualifications and experience and terms of reference shall be acceptable to the Association.

Section III. **Procurement**

All goods, works and services required for 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 Project Financing Agreement.