LAMATA Project Agreement

(Lagos Urban Transport Project 2)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

LAGOS METROPOLITAN AREA TRANSPORT AUTHORITY

Dated November 25, 2010
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. LAMATA declares its commitment to the objectives of the Project. To this end, LAMATA shall carry out 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 the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and LAMATA shall otherwise agree, LAMATA shall carry out the Project in accordance with the provisions of the Schedule to this Agreement.
ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. LAMATA’s Representative is its Managing Director.

3.02. The Association’s Address is:

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

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

3.03. LAMATA’s Address is:

Lagos Metropolitan Area Transport Authority  
Block C, 2nd Floor  
1, Motorways Avenue  
Alausa, Ikeja  
Lagos, Nigeria

Cable: GOVLAG  
Facsimile: (234) 1 2702783
AGREED at Abuja, Federal Republic of Nigeria, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By: /s/ Onno Ruhl

Authorized Representative

LAGOS METROPOLITAN AREA TRANSPORT AUTHORITY

By: /s/ Dayo Mobereola

Authorized Representative
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. LAMATA shall carry out the Project in accordance with the PIM; and, except as the Recipient and the Association shall otherwise agree, shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof; provided, however, that in the event of any conflict between the provisions of the PIM and those of the Financing Agreement or this Agreement, the provisions of the Financing Agreement and this Agreement shall prevail.

2. Work Plans and Budgets

   (a) LAMATA shall prepare and furnish to Lagos State not later than November 1 in each year during the implementation of the Project, for forwarding to the Recipient and the Association for the latter’s approval in accordance with the provisions of Section I.A.2 of Schedule 2 to the Financing Agreement, a proposed annual work plan and related budget containing all activities proposed to be carried out under the Project in the following calendar year.

   (b) LAMATA shall implement, monitor and evaluate the Annual Work Plan in accordance with the provisions set forth in this Agreement and in more detail in the PIM.

B. Anti-Corruption

LAMATA shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards

1. Except as otherwise agreed in writing by the Association, LAMATA shall:

   (a) carry out the Project in accordance with the provisions of the ESMF, RPF, EMPs and RAPs;

   (b) if any Annual Work Plan would, pursuant to the ESMF or RPF, require the adoption of an EMP and/or RAP, then ensure that no activities included in the Annual Work Plan shall be implemented unless and until an EMP and/or RAP, as the case may be: (i) is prepared, in accordance with the ESMF or RPF and furnished to the Association for review and approval; and (ii) is approved by the Association; and

   (c) in the case of any resettlement activity involving Displaced Persons, ensure that no displacement or restriction of access to legally designated parks and protected
areas shall occur before necessary resettlement measures in accordance with the RAP are in implemented, including, in the case of displacement, full payment to Displaced Persons of compensation and of other assistance required for relocation, prior to displacement.

2. Without limitation upon its other reporting obligations under this Agreement, LAMATA, in accordance with terms of reference satisfactory to the Association, shall: (a) monitor the status of compliance with the ESMF, RPF, and all EMPs and RAPs; and (b) prepare quarterly reports on the results of such monitoring activities (for incorporation in the reports for the same period to be furnished by Lagos State to the Recipient pursuant to Section I.C.3 of the Schedule to the Lagos Agreement and by the Recipient to the Association pursuant to Section I.D.2 of the Financing Agreement), and furnish the same to Lagos State, giving details of:

(a) measures taken in furtherance of such ESMF, RPF, EMPs and RAPs;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF, RPF, EMPs and RAPs; and

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

Thereafter, LAMATA shall ensure the implementation of such remedial measures, taking into account the views of the Association thereon.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. LAMATA shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth in Section II.A.2 of Schedule 2 to the Financing Agreement. Each such Project Report shall cover the period of one calendar quarter, and shall be furnished to Lagos State for incorporation in the report for such period to be furnished by Lagos State to the Recipient pursuant to Section II.A.1 of the Lagos State Project Agreement (for further incorporation in the report for such period to be furnished by the Recipient to the Association pursuant to Section II.A.1 of the Financing Agreement) not later than forty five (45) days after the end of the period covered by such report.

2. LAMATA shall provide to the Recipient not later than four months after the Closing Date, 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. LAMATA 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 LAMATA, including the operations, resources and expenditures related to the Project.

2. LAMATA 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 LAMATA. 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, 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 Financing Agreement.