Project Agreement

(Agriculture Sector Support Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

INTERCOTON

Dated 27 OCT 2017, 2017
PROJECT AGREEMENT

AGREEMENT dated 27 OCT 2017, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and INTERCOTON ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") dated November 5, 2013 between the REPUBLIC OF CÔTE D'IVOIRE ("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) 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 Project. To this end, the Project Implementing Entity shall carry out Part C.1, as described in the INTERCOTON Manual, 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, the Recipient 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 (20) years after the date of the Financing Agreement.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is the Chairman of Board of Directors.

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:

17 BP 988
Abidjan 17
Republic of Côte d'Ivoire

Facsimile:

(225) 22-51-05-34
AGREED at Abidjan, Republic of Côte d'Ivoire, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Authorized Representative

Name: Pierre Laporte
Title: Country Director

INTERCOTON

By

[Signature]
Authorized Representative

Name: SORO YACOUBA
Title: President Conseil d'Administration
SCHEDULE

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

Section I. **Implementation Arrangements**

A. **Institutional Arrangements**

The Project Implementing Entity (henceforward “PIE”) shall maintain for purposes of the Project until the Closing Date, a dedicated Project team with structure, organization, composition, staffing, resources, mandate, functions, terms of reference and reporting authority as set forth in the in the INTERCOTON Manual, including staff with financial, environmental and fiduciary expertise satisfactory to the Association.

B. **Anti-Corruption**

The PIE shall ensure that its Respective Part of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. **Sub-projects**

The PIE shall:

1. make Grants to Beneficiaries in accordance with terms and conditions set forth in the Financing Agreement, and following eligibility criteria and implementation procedures acceptable to the Association and detailed in the INTERCOTON Manual;

2. extend each Grant for the implementation of a Subproject included in part C.1 (c) of its Respective Part of the Project, under a Grant Agreement entered into with each respective Beneficiary on terms and conditions approved by the Association, and set forth in the Financing Agreement and in the INTERCOTON Manual; and

3. exercise its rights under each Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project.

D. **Safeguards**

The PIE shall: (a) carry out Project activities under its Respective Part in accordance with the ESMF, PMP and RPF, and shall ensure that each Grant Agreement includes and complies with each applicable term, condition, procedure, action and mitigation measure prepared under the ESMF, PMP and
RPF and all plans deriving therefrom specific to such Subprojects; and (b) ensure that no action is taken which would prevent or interfere with such implementation.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The PIE shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports in relation thereto, in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the PIM and/or the INTERCOTON Manual. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than two (2) 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.

B. Financial Management, Financial Reports and Audits

1. The PIE 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 PIE 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 PIE. The PIE shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the Association not later than six (6) months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Association.

Section III. Procurement

All goods, works and services required for the PIE's Respective Parts 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.

Section IV. Other Undertakings

The PIE shall:

1. not later than the Effective Date of the Amended and Restated Financing Agreement, prepare and adopt the INTERCOTON Manual which shall be maintained until the Closing Date and only amended with the prior written consent of the Association, to guide the implementation of its Respective Part of the Project, said Manual to include, inter alia: the detailed description of activities under the INTERCOTON Respective Part of the Project and the financing, reporting and auditing aspects thereof and the criteria, terms, conditions and procedures for the carrying out of Subprojects;

2. implement its Respective Part of the Project in accordance with performance objectives and following output based results set forth in the annual work plans and budgets prepared in respect of the overall Project by PCU after consultations with the PIEs. To this end, the INTERCOTON will dutifully carry out such annual work plans and budgets and report periodically, as set forth in the INTERCOTON Manual, to PCU and the Association on the progress achieved in the carrying out of its Respective Part of the Project, including any constraints experienced in the carrying out thereof;

3. maintain, throughout Project implementation, an action plan agreed with the Association for the strengthening of its financial management system for its Respective Part of the Project;

4. ensure that all suppliers and contractors entering into a contract with it for the carrying out of its Respective Part of the Project, comply with the provisions of Section I. D (4) of Schedule 2 to the Financing Agreement; and

5. collaborate fully with any CEA included in the implementation of its Respective Part of the Project.