Project Agreement

(Urgent Electricity Rehabilitation Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

ENERGIES DE CÔTE D'IVOIRE
(CE-ENERGIES)

Dated 26 DEC 2012, 2012
AGREEMENT dated 2 JUN 2012, 2012 entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and ENERGIES DE CÔTE D’IVOIRE ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date 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 objective of the Project. To this end, the Project Implementing Entity shall carry out implementation 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 the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and the Project Implementing Entity shall otherwise agree, the Project Implementing Entity shall carry out its implementation 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 fifteen (15) years after the date of this Agreement.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity's Representative is its managing director.

4.02. The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, DC 20433
United States of America

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

Washington, D.C.

4.03. The Project Implementing Entity's Address is:

_Énergies de Côte d'Ivoire_
Place de la République
01 P. O. Box 1345
Abidjan 01
Côte d'Ivoire

Facsimile:
AGREED at Abidjan, Côte d'Ivoire, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

[Signature]

Authorized Representative

ENERGIES DE CÔTE D'IVOIRE

(CI-ENERGIES)

[Signature]

Le Directeur Général

Amidou TRAORE

Authorized Representative
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

To ensure proper and efficient implementation of the Project, the Project Implementing Entity shall, throughout the Project implementation period, maintain at all times during Project implementation, a Project coordinator, a procurement specialist, a financial management specialist, a social and environmental specialist, an evaluation and monitoring specialist, an accountant and an internal auditor 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.

C. Manual

1. The Project Implementing Entity shall: (i) carry out the Project in accordance with the provisions of the Project Implementing Entity’s Procedures Manual; and (ii) except as the Association shall otherwise agree, not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. In the event of any conflict between the provisions of the Project Implementing Entity’s Procedures Manual and those of this Agreement, the latter shall prevail.

D. Safeguards

1. The Project Implementing Entity shall implement the Project, including any Subprojects, in accordance with the provisions of the Environmental and Social Management Framework, the Resettlement Policy Framework, any Environmental Impact Assessments, any Environmental Management Plans, and any Resettlement Action Plans, and, except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, or
waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

2. Wherever required in terms of the Environmental and Social Management Framework or Resettlement Policy Framework, the Project Implementing Entity shall, for the purposes of any Subproject, and prior to implementation thereof, prepare an Environmental Impact Assessment, Environmental Management Plan, and/or Resettlement Action Plan, as the case may be:

    (a) in form and substance satisfactory to the Association;

    (b) except as otherwise agreed with the Association, submit to the Association for review and approval; and

    (c) thereafter, adopt and locally disclose.

3. In the event of any conflict between the provisions of the Environmental and Social Management Framework, the Resettlement Policy Framework, any Environmental Impact Assessments, any Environmental Management Plans, or any Resettlement Action Plans, and those of this Agreement, the latter shall prevail.

4. The Project Implementing Entity shall collect, compile, and submit to the Association, on a quarterly basis, reports on the status of compliance with the Environmental and Social Management Framework, the Resettlement Policy Framework, any Environmental Impact Assessments, any Environmental Management Plans, and any Resettlement Action Plans, giving details of:

    (a) measures taken in furtherance of such Frameworks, Assessment, and Plans;

    (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Frameworks, Assessment, and Plans; and

    (c) remedial measures taken or required to be taken to address such conditions.
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 4.08 of the General Conditions and on the basis of the indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar quarter and shall be furnished to the Recipient and the Association not later than 45 days after the end of the period covered by such report.

2. The Project Implementing Entity shall provide to the Recipient not later than nine (9) months before 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. The Project Implementing Entity 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 the Project.

2. Without limitation on the provisions of Part A of this Section, the Project Implementing Entity shall prepare and furnish to the Association as part of the Project Report, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. 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 (1) fiscal year of the Project Implementing Entity. The audited financial statements for each period shall be furnished to the Association not later than six (6) months after the end of the period.
Section III.  **Procurement**

All goods 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 II of Schedule 2 to the Financing Agreement.

Section IV.  **Other Undertakings**

A.  **Financial Auditors**

The Project Implementing Entity shall, no later than four (4) months after the Effective Date, appoint, in accordance with the provisions of Section II of Schedule 2 to the Financing Agreement, external auditors, with qualifications, experience, and terms of reference satisfactory to the Association, for purposes of the audit referred to in Section II.B.3 of this Schedule.

B.  **Revolving Fund**

The Project Implementing Entity shall ensure that the revolving fund referred to under Part 3 (a) (iv) of the Project is established, with an institutional framework, functions, and resources satisfactory to the Association, no later than December 31, 2012.

C.  **Annual Work Plans and Budgets**

The Project Implementing Entity shall:

(a) furnish to the Association for approval as soon as available, but in any case not later than November 30 of each year, the annual work plan and budget for the Project for each subsequent year of Project implementation, of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget for the Project for the first year of Project implementation, which shall be furnished no later than one (1) month after the Effective Date; and

(b) thereafter, ensure that the Project is carried out in accordance with said plans and budgets as approved by the Association.
D. **Semi-Annual Reviews**

The Project Implementing Entity shall review jointly with the Recipient and the Association, no later than one (1) month after the transmittal to the Association of every second Project Report referred to in Section II.A.1 (a) of this Schedule, or such later date as the Association shall request, said Project Report and the preceding one, and, thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of said Reports and the Recipient’s and the Association’s views on the matter.