Project Agreement

(West Africa Regional Fisheries Program (WARFP) – Guinea-Bissau Project under the First Phase of the WARFP)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

COMMISSION SOUS-RÉGIONALE DES PÊCHES (CSRP)

Dated May 2, 2011
PROJECT AGREEMENT

Agreement dated May 2, 2011, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and the COMMISSION SOUS-RÉGIONALE DES PÊCHES (the “CSRP” or the “Project Implementing Entity”) (“Project Agreement”).

WHEREAS (A) the Association, by extending financial assistance in 2009, to the Republic of Cape Verde, the Republic of Liberia, the Republic of Senegal and the Republic of Sierra Leone, has provided support to precedent activities under the first phase of the West Africa Regional Fisheries Program (“Program”) which aims to sustainably increase the overall wealth generated by the exploitation of the marine fisheries resources of West Africa and the proportion of that wealth captured by West African countries, by: (i) strengthening the countries’ capacity to sustainably govern and manage their fisheries; (ii) reducing illegal fishing; and (iii) increasing the value and profitability generated by fish resources and the proportion of that value captured by the countries;

(B) by a financing agreement of even date herewith between the Republic of Guinea-Bissau (“Recipient”) and the Association (“Financing Agreement”), the Association has agreed to extend to the Recipient a grant in an amount equivalent to three million nine hundred thousand Special Drawing Rights (SDR 3,900,000) to assist the Recipient in financing part of the cost of the project under the first phase of the Program described in Schedule 1 to the Financing Agreement (the “Project”) on the terms and conditions set forth in the Financing Agreement, but only on condition that Project Implementing Entity agree to undertake such obligations toward the Association as are set forth in this Agreement; and

WHEREAS the Project Implementing Entity, in consideration of the Association’s entering into the Financing Agreement with the Recipient, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE 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 in the General Conditions, and the following additional terms have the following meanings:

(a) “Regional Administrative and Financial Manual” means the manual adopted by the Project Implementing Entity on May 11, 2010, and setting forth the administrative, procurement, and financial management arrangements for Parts 2.3 and 4.2 of the Project.

(b) “Regional Annual Work Plans” means the annual work plans for Parts 2.3 and 4.2 of the Project, approved by the Association in accordance with the provisions of Section I.D of the Schedule to this Agreement.

(c) “Regional Monitoring and Evaluation Indicators” means the agreed monitoring and evaluation indicators set forth in the Regional Operational Manual (as hereinafter defined) to be utilized by the Project Implementing Entity to measure the progress in the implementation of Parts 2.3 and 4.2 of the Project and the degree to which the objective thereof is being achieved.

(d) “Regional Operational Manual” means the manual adopted by the Project Implementing Entity on May 11, 2010, and setting forth the detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of Parts 2.3 and 4.2 of the Project; (ii) environmental and social safeguards management; (iii) monitoring, evaluation, reporting and communication; and (iv) such other technical and organizational arrangements and procedures as shall be required for Parts 2.3 and 4.2 of the Project.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objective of the Project and the Program. To this end, the Project Implementing Entity shall carry out Parts 2.3 and 4.2 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 Parts 2.3 and 4.2 of 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 Parts 2.3 and 4.2 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 years after the date of this Agreement.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is its Permanent Secretary.

4.02. 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.

4.03. The Project Implementing Entity’s Address is:

Commission Sous-Régionale des Pêches
Villa 4430 Karack
Rue ka-38
BP 25485
Dakar
Republic of Senegal

Cable: INDEVAS
Telex: 248423(MCI)
Facsimile: (221) 33-864-0477
AGreed at Dakar, Republic of Senegal, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ McDonald Benjamin
Authorized Representative

COMMISSION SOUS-RÉGIONALE DES PÊCHES

By

/s/ Kane Ciré Amadou
Authorized Representative
SCHEDULE

Execution of Parts 2.3 and 4.2 of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall maintain throughout Project implementation, the Regional Coordination Unit (“RCU”) with composition, functions and resources satisfactory to the Association.

2. The RCU shall be staffed at all times with qualified and experienced personnel in adequate numbers, including, *inter alia*, a regional coordinator, an accountant and a procurement specialist, all with qualifications, experience, and terms of reference satisfactory to the Association.

3. The RCU shall be responsible for the day-to-day coordination and implementation of Parts 2.3 and 4.2 of the Project, including:

   (a) preparing proposed Regional Annual Work Plans for inclusion in Parts 2.3 and 4.2 of the Project, and updating the Procurement Plan and related budgets regarding Parts 2.3 and 4.2 of the Project to be furnished to the Regional Steering Committee for review, and following such review, to the Association for approval;

   (b) consolidating the Annual Work Plans and the updates to the Procurement Plans and related budgets prepared by each of the Participating Countries to be submitted to the Association for approval;

   (c) carrying out financial management and procurement activities for the Program in collaboration with each of the Participating Countries;

   (d) monitoring and evaluating the Program and preparing consolidated Program reports to be submitted to the Regional Steering Committee and the Association by January 15 of each year;

   (e) implementing ongoing communication activities to raise awareness about the Program and its implementation; and

   (f) providing training and support to each of the Participating Countries in connection with data collection and procurement activities.

4. The Project Implementing Entity understands and agrees that: (a) its Regional Annual Work Plans, updates to the Procurement Plan and related budgets of the
RCU shall be subject to review by the Regional Steering Committee, as described in Section I.A.II.1(ii) of Schedule 2 to the Financing Agreement; and (b) that the performance of the RCU shall be subject to the oversight by the Regional Steering Committee.

B. **Anti-Corruption**

The Project Implementing Entity shall ensure that Parts 2.3 and 4.2 of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. **Manuals**

1. The Project Implementing Entity shall: (i) take all action required to carry out Parts 2.3 and 4.2 of the Project in accordance with the provisions and requirements set forth or referred to in the Regional Operational Manual and the Regional Administrative and Financial Manual; (ii) submit recommendations to the Association for its consideration for changes and updates of the Regional Operational Manual and the Regional Administrative and Financial Manual as they may be necessary or advisable during Project implementation in order to achieve the objective of Parts 2.3 and 4.2 of the Project; and (iii) not assign, amend, abrogate or waive the Regional Operational Manual or the Regional Administrative and Financial Manual or any of its provisions without the Association’s prior agreement. Notwithstanding the foregoing, if any of the provisions of the Regional Operational Manual or the Regional Administrative and Financial Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

D. **Regional Annual Work Plans**

1. The Project Implementing Entity shall prepare, under terms of reference satisfactory to the Association, and furnish to the Association not later than January 15 in each calendar year, for the Association’s consideration, a proposed work plan of activities to be included under Parts 2.3 and 4.2 of the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefor. If any activities proposed for inclusion in Parts 2.3 and 4.2 of the Project would, pursuant to the Environmental and Social Management Framework, require the preparation of an Environmental and Social Impact Assessment (ESIA) or an Environmental and Social Management Plan (ESMP), as the case may be, the Project Implementing Entity shall prepare and furnish, together with such proposed work plan, a draft of each such ESIA or ESMP.

2. The Project Implementing Entity shall afford the Association a reasonable opportunity to review and exchange views with the Project Implementing Entity
on such proposed plan and any such instruments, and thereafter, shall implement such work plan and such instruments as shall have been approved by the Association, with due diligence.

E. Safeguards

1. The Project Implementing Entity shall ensure that Parts 2.3 and 4.2 of the Project are implemented in accordance with the provisions of the Environmental and Social Management Framework and each of the Environmental and Social Impact Assessment (ESIA) or the Environmental and Social Management Plan (ESMP), as the case may be, in a manner satisfactory to the Association, and the Project Implementing Entity shall not amend or waive any provision of the aforementioned documents without the prior written agreement of the Association.

2. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall collect, compile and furnish to the Association on a quarterly basis reports on the status of compliance with the Environmental and Social Management Framework and any Environmental and Social Impact Assessment (ESIA) and/or any Environmental and Social Management Plan (ESMP), as the case may be, giving details of:

(a) measures taken in furtherance of the Environmental and Social Management Framework and any of the ESIA or/and ESMP that has been prepared,

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Environmental and Social Management Framework and any of the ESIA or/and ESMP that has been prepared, and

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

3. The Project Implementing Entity shall promptly take all remedial measures referred to in paragraph 2 of this Section D as shall have been agreed by the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Project Implementing Entity shall monitor and evaluate the progress of Parts 2.3 and 4.2 of the Project and prepare Project Reports for Parts 2.3 and 4.2 of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the Regional Monitoring and Evaluation
Indicators. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Recipient not later than thirty (30) days 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 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. Mid-Term Review

The Project Implementing Entity shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Regional Monitoring and Evaluation Indicators, the carrying out of Parts 2.3 and 4.2 of the Project and the achievement of the objective thereof;

(b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about September 30, 2012, a report integrating the results of the monitoring and evaluation activities and setting out the measures recommended to ensure the efficient carrying out of Parts 2.3 and 4.2 of the Project and the achievement of the objective thereof during the period following such date; and

(c) review with the Association, on or about November 30, 2012, or such later date as the Association shall request, the report referred to in the preceding paragraph (b), and, thereafter, to take all measures required to ensure the efficient completion of Parts 2.3 and 4.2 of the Project and the achievement of the objective thereof, based on the conclusions and recommendations of the said report and the Association’s views on the matter.

C. 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 Parts 2.3 and 4.2 of 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 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 Parts 2.3 and 4.2 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

1. The Project Implementing Entity shall not later than twelve (12) months after the Effective Date, recruit an independent panel of experts, under terms of reference satisfactory to the Association and in accordance with the provisions of Section III of this Schedule, to be responsible for carrying out three (3) audits of the activities implemented under Part 2 of the Project. The audits carried out by such experts shall be completed and furnished to the Association, respectively, not later than 24, 36 and 60 months after the Effective Date.