Project Agreement

West Africa Agricultural Productivity Program (WAAPP) Support Project

For the First Phase of the Support Program for the
West Africa Agricultural Productivity Program

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WEST AND CENTRAL AFRICAN COUNCIL FOR AGRICULTURAL
RESEARCH AND DEVELOPMENT (WECARD)

Dated June 21, 2007
PROJECT AGREEMENT


WHEREAS: (A) by Financing Agreements of even date herewith between the Government of the Republic of Ghana, the Government of the Republic of Mali, and the Government of the Republic of Senegal, respectively, and the Association (hereinafter called the Ghana Financing Agreement, the Mali Financing Agreement, and the Senegal Financing Agreement, respectively), the Association has agreed to make available to the Republic of Ghana, the Republic of Mali and to the Republic of Senegal an amount equivalent to SDR 10,100,000 each, on the terms and conditions set forth in the Financing Agreements (as such term is defined hereinafter), but only on condition that part of the proceeds of the Financings (as such term is defined hereinafter) will be made available to WECARD, on the terms and conditions set forth in the Ghana Financing Agreement, the Mali Financing Agreement, and the Senegal Financing Agreement, respectively;

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 Agreements) 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 Agreements 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 regional components of Parts1, 2, 3, and 4 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 the Project in accordance with the provisions of the Schedule 2 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 the Executive Secretary.

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:

West and Central African Council for Agricultural Research and Development (WECARD)
7, Avenue Bourguiba
BP 48, Dakar RP
Senegal

Facsimile:
+221 869 96 31
AGREED at Washington DC, United States of America, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Mark D. Tomlinson

Authorized Representative

WEST AND CENTRAL AFRICAN COUNCIL FOR AGRICULTURAL RESEARCH AND DEVELOPMENT (WECARD)

By /s/ Amadou Lamine Bâ

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Program is to contribute to agricultural productivity increase in the participating countries’ top priority commodity sub-sectors that are aligned with regional priorities.

The objective of the first phase of the Program is to generate and disseminate improved technologies in the participating countries’ top priority areas that are aligned with the region’s top priorities, as identified by WECARD.

This Project, which constitutes the first phase of the Program, consists of the following Parts:

Part 1: Enabling Conditions for Regional Cooperation in Technology Generation and Dissemination

Strengthening the mechanisms and procedures for the dissemination of technology, to allow participating countries to benefit from the regional cooperation in technology generation through:

(a) Establishing common regulations for the registration of genetic materials and pesticides at the ECOWAS level.

(b) Conducting a study on intellectual property rights that will recommend measures for harmonization between the two systems existing in ECOWAS member countries.

(c) Supporting the national registration committees for genetic materials and pesticides.

(d) Strengthening WECARD’s web-based information system on agricultural technologies and research skills at the regional level.

Part 2: National Centers of Specialization

Strengthening the alignment of national priorities with regional priorities within participant countries’ national agricultural research systems (NARS), through:

(a) Upgrading core facilities and equipment of the selected national center of specialization (NCOS).
(b) Building the capacity of researchers.

(c) Supporting research and development programs of NCOS, concerning commissioned and adaptive research with effective participation from stakeholders, particularly producers and agribusinesses.

(d) Supporting farm surveys and supply chains analysis and benchmarking to identify most important areas of research and to monitor and document progress and impact of adopted technologies.

Part 3: Funding of Demand-Driven Technology Generation and Adoption

Support for a competitive agricultural funding system at the national level, through:

(a) **Regional window.** Provision of additional resources to allow WECARD to expand its knowledge sharing activities through the ECOWAS member countries.

(b) **National window.** Provision of additional resources to complement ongoing and future R&D activities carried out under the country’s Agricultural policy and to disseminate technology in the country’s top priorities, as identified by WECARD.

Part 4: Project Coordination, Management, Monitoring and Evaluation

Establishing and operating an effective coordination, management and monitoring and evaluation system at the national and regional levels.
SCHEDULE 2

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

The Project will be implemented at the regional level by the West and Central African Council for Agricultural Research and Development/Conseil Ouest et Centre Africain pour la Recherche et le Développement Agricole (WECARD/CORAF) and at the national level by MOFA Projects Coordination Unit, with the understanding that the Projects Coordination Unit within MOFA will be in charge of coordinating all agricultural related projects including AgGSSIP and its potential successor; the “Programme d’appui aux services agricoles et organisations paysannes” (PASAOP) in Mali; and the “Programme des services et organisations des producteurs (PSAOP) in Senegal.

1. Regional level. The Project Implementing Entity will assume overall coordination of the Project, with the Forum for Agricultural Research in Africa (FARA) playing an advisory role.

The Project Implementing Entity will:

(a) Strengthen its existing implementation arrangements in the key areas of financial management, procurement and monitoring & evaluation—so as to remain in compliance with Bank’s fiduciary and reporting requirements—and governance of the competitive grant system.

(b) Monitor the overall implementation of the project, reporting on progress related to the effectiveness of the dissemination mechanisms and the increase in agricultural productivity and competitiveness in the program’s areas of interest.

(c) Play the role of an advisory body for the national window of the competitive agricultural research grant system (CARGS) implemented in each country under the project. It will also play a similar role for the national centers of specialization.

(d) Will collate and synthesize information generated by the M&E systems of the participating countries.

B. Execution Covenants

The Project Implementing Entity shall ensure that the Project is implemented in accordance with the provisions of the Project Implementation Manual and, except as the Association shall otherwise agree, The Project Implementing Entity shall not amend or waive, or permit to be
amended or waived, any provision of the aforementioned if such amendment or waiver may, in the opinion of the Association, materially or adversely affect Project implementation.

C. Safeguards

1. The Project Implementation Entity shall, not later than twelve (12) months following the Effective Date, or such later date as the IDA shall determine, adopt and thereafter maintain, in form and substance satisfactory to the Association, an environmental and social mitigation plan, for the implementation of the Project, based on the Environmental and Social Management Framework (ESMF).

2. Except as the Association may otherwise agree in writing, the Project Implementing Entity shall not abrogate, amend, repeal, suspend, waive or otherwise fail to enforce the environmental and social mitigation plan referred to in Paragraph D. 1 of this Section or any provision thereof.

3. In case of any conflict between the terms of the environmental and social mitigation system referred to in Paragraph C. 1 of this Section and those of this Agreement, the terms of this Agreement shall prevail.

4. The Project Implementing Entity should carry out the project in accordance with the Environmental and Social Management Framework (ESMF), and the Pest Management Plan developed for the Project.

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 set forth below in subparagraph (b) of this paragraph agreed with the Association. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later two weeks after the end of the period covered by such report for incorporation and forwarding by the Recipients to the Association of the overall Project Report.

2. For purposes of Section 4.08 (c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months prior to the Closing Date.
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. 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

A. General

1. Goods and Works. All goods and works required for the Project shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for the Project shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Services (other than consultant services)

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and services (other than consultant services) shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and services (other than consultant services). The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:
C. **Particular Methods of Procurement of Consultants’ Services**

1. **Quality-and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. For the purposes of paragraph 2.7 of the Consultant Guidelines, the short list of consultants for consulting services estimated to cost less than $100,000 equivalent, per contract, may include only consultants from the country of the Borrower.

3. **Other Methods of Procurement of Consultants’ Services.** The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services:

<table>
<thead>
<tr>
<th>Selection Method</th>
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<tbody>
<tr>
<td>(a) Consultants’ Qualifications</td>
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<tr>
<td>(b) Individual Consultants</td>
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<tr>
<td>(c) Least Cost Selection</td>
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<tr>
<td>(d) Single source</td>
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<tr>
<td>(e) Fixed budget</td>
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</tbody>
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The Procurement Plan shall specify the circumstances under which such methods may be used.

D. **Review by the Association of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.

**Section IV. Other Undertakings**

The Project Implementing Entity shall:

1. Not later than two years and six months following effectiveness carry out the mid-term review with the participating countries, and the Association will evaluate the project activities and results. This exercise will also review the priorities and objectives of the project.
2. Hire an independent consultant, under rules and procedures acceptable by the Association, to assist in carrying out the mid-term review and providing an exhaustive report on the implementation of the project.

3. By November 30 of each year, prepare and submit to the Association, or cause to be prepared and submitted, a proposed annual work program for the implementation of the project during the following year.

4. Not later than six months after the Effectiveness Date, WECARD’s Executive Secretariat shall hire an external auditor with qualifications, experience and terms of reference satisfactory to the Association.