Project Agreement

(Goma Airport Safety Improvement Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

REGIE DES VOIES AERIENNES

Dated April 2, 2015
INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and REGIE DES VOIES AERIENNES ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between the DEMOCRATIC REPUBLIC OF CONGO ("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 selected activities under 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 selected activities under the Project in accordance with the provisions of the Schedule to this Agreement and the Subsidiary 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 General Director.

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:

Régie des Voies Aériennes
Avenue Ndolo, No 548
Kinshasa, Barumbu
Democratic Republic of Congo
AGREED at Kinshasa, Democratic Republic of Congo, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Ahmadou Kouyaté Ndelaye
Title: Country Director

REGIE DE VOIES AERIENNES

By

Authorized Representative

Name: Bilenge Abdala
Title: Director General
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

The Project Implementing Entity shall maintain at all times during the implementation of the Project, the Project Management Unit to oversee the day-to-day implementation and management of selected activities under the Project with competent staff in adequate numbers, with sufficient funding and with terms of reference, qualification and experience satisfactory 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.


1. The Project Implementing Entity shall cause the Project to be carried out in accordance with the provisions of the Project Administrative, Financial, Accounting and Procurement Manual, the Environmental and Social Impact Assessment and the Resettlement Action Plan.

2. Except as the Association shall otherwise agree, the Project Implementing Entity shall not amend or waive the Project Administrative, Financial, Accounting and Procurement Manual, the Environmental and Social Impact Assessment or the Resettlement Action Plan, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Administrative, Financial, Accounting and Procurement Manual, the Environmental and Social Impact Assessment or the Resettlement Action Plan and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Project Implementing Entity shall monitor and evaluate the progress of selected activities under the Project and prepare Project Reports for said selected activities 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 Project Administrative, Financial, Accounting and Procurement Manual. Each such Project Report for selected activities under the Project shall cover the period of one calendar quarter and shall be furnished to the Recipient and to the Association not later than four weeks after the end of the period covered by such report.
2. The Project Implementing Entity shall provide to the Recipient and the Association not later than four weeks after the end of the period covered by the Project report, 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 selected activities under 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 Project Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the Association not later than six months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Association.

3. In addition, the Project Implementing Entity shall furnish to the Association, not later than six months after the end of each fiscal year of the Project Implementing Entity, its corporate annual audits, in a manner satisfactory to the association.

Section III. Other Undertakings

1. By September 30, 2017, or such other date as the Association shall agree upon, the Project Implementing Entity shall: (i) carry out jointly with the Recipient and the Association, a mid-term review of the implementation of operations under selected activities under the Project, which shall cover the progress achieved in the implementation of said components; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.

2. On or before three months after the Effective Date, the Project Implementing Entity shall adopt the Environmental and Social Impact Assessment and the Resettlement Action Plan all in form and substance satisfactory to the Association.