Project Agreement

(Flood Emergency Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

SOCIETY FOR THE EXPANSION AND MODERNIZATION OF RICE CULTIVATION IN YAGOUDA

Dated 09 SEPT 2013, 2013
PROJECT AGREEMENT

AGREEMENT dated 2013, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and SOCIETY FOR THE EXPANSION AND MODERNIZATION OF RICE CULTIVATION IN YAGOUA ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between the Republic of Cameroon ("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 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 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 General Director.

4.02. The Association’s Address is:

    International Development Association
    1818 H Street, NW
    Washington, DC 20433
    United States of America
4.03. The Project Implementing Entity's Address is:

B.P. 46
Yagoua
Republic of Cameroon
Contact: Mr. Marc Samatana

Telephone: (237) 96 79 7900
Facsimile: (237) 22 29 6285
Email: samatanamarc@yahoo.fr

AGREED at Maga, Republic of Cameroon, as of the day, month and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Authorized Representative

Name: Gregor Pindur
Title: Country Director

SOCIETY FOR THE EXPANSION AND MODERNIZATION OF RICE CULTIVATION IN YAGOUA

By

[Signature]
Authorized Representative

Name: Samatana Marc
Title: General Manager, SEMRY
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Implementing Entity

(a) The Project Implementing Entity shall, throughout the implementation of the Project: (i) be responsible for the overall implementation of the Project; and (ii) maintain functions, staffing and resources satisfactory to the Association, for the proper implementation of the Project.

(b) Without prejudice to the foregoing paragraph, not later than twelve (12) months after the Effective Date, the Project Implementing Entity shall establish and thereafter maintain within its structure the Project implementation unit (SEMRY-PIU) which shall at all times be comprised of qualified and experienced personnel in adequate numbers, and to this end, the Project Implementing Entity shall recruit, as of the date of establishment of SEMRY-PIU, in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement, inter alia, a Project coordinator, an assistant Project coordinator, financial management specialist, a procurement specialist, monitoring and evaluation specialist, environmental and social safeguards specialist, an agricultural specialist, an agronomist, a water resources management specialist, a civil engineer, agricultural technician, agricultural machinery technician, and a water management technician.

(c) The SEMRY-PIU shall be responsible for the day-to-day Project coordination and implementation, including, inter alia: (i) preparing proposed annual work plans of activities for inclusion in the Project, and updating the procurement plan and related budgets and consolidating Project Reports for the Project Steering Committee’s review; (ii) carrying out all Project financial management, procurement activities and contract execution; (iii) monitoring and evaluating the Project; and (iv) ensuring compliance with the Safeguard Instruments.

2. Independent Dam Safety Panel

The Project Implementing Entity shall establish, not later than six (6) months after the Effective Date, and thereafter maintain, until the Association is satisfied that the construction of the Dam has been fully rehabilitated, an independent dam safety panel (“Dam Safety Panel”) comprised of experts having qualifications and experience acceptable to the Association, to periodically report to the Association on, inter alia, progress in rehabilitating the Dam, together with associated dam safety risks, and shall carry out Part A.2 of the Project in accordance with the recommendations of the Dam Safety Panel.
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. Safeguards

1. The Project Implementing Entity shall, prior to commencing any activities under Part A of the Project, in coordination with the Recipient if necessary:

   (a) prepare the relevant Safeguards Instruments under terms of reference satisfactory to the Association;

   (b) furnish to the Association the Safeguards Instruments mentioned in paragraph (a) above and afford the Association a reasonable opportunity to review and approve such Safeguard Instruments; and

   (c) thereafter, adopt and publicly disclose, in accordance with the provisions of Section V.A of Schedule 2 to the Financing Agreement, such Safeguards Instruments as shall have been approved by the Association.

2. The Project Implementing Entity shall: (a) take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Safeguards Instruments; and (b) if any activity under the Project would involve Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under the RAP, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken.

3. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall, for each Safeguard Instrument, regularly collect, compile and in coordination with the Recipient, furnish to the Association reports in form and substance satisfactory to the Association, on the status of compliance with each Safeguard Instrument, as part of the Project Reports, giving details of:

   (a) measures taken in furtherance of such Safeguard Instrument;

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

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

4. The Project Implementing Entity shall not amend, waive or otherwise modify any provision of the Safeguard Instruments without the prior written consent of the Association.

5. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.
6. The Project Implementing Entity shall ensure that all terms of reference for any technical assistance and studies to be carried out under the Project are consistent with the Association’s environmental and social safeguard policies.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports for the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to 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 Recipient to the Association of the overall Project Report.

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 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 (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.

3. In furtherance of the provisions of this Section II.B of Schedule 2 to this Agreement, not later than twelve (12) months after the Effective Date, the Project Implementing Entity shall install, within the SEMRY-PIU, a computerized financial management and accounting system in a manner satisfactory to the Association.

4. In order to ensure the timely carrying out of the audits referred to in Section II. B.2 of this Schedule, not later than six (6) months after the Effective Date, the Project Implementing Entity shall recruit independent auditors in accordance with the provisions of Section III of this Schedule, with qualifications, experience and terms of reference acceptable to the Association.
Section III. **Procurement**

All goods, works 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 III of Schedule 2 to the Financing Agreement.

Section IV. **Other Undertakings**

A. Not later than twelve (12) months after the Effective Date, the Project Implementing Entity shall establish, within the SEMRY-PIU, a Project record keeping system, satisfactory to the Association, and train SEMRY-PIU staff in the use thereof.

B. The Project Implementing Entity shall furnish to the Association, for its review and comments, copies of: (1) the final draft of the Contingency Plan, (2) the safety procedures for the Dam, and (3) the operation and maintenance plan for all infrastructure facilities referred to under Part A of the Project, and, following approval of these documents by the Association, shall adopt said documents, taking into account the comments of the Association thereon and carry out Part A of the Project in accordance therewith.