Project Agreement

(West Africa Agricultural Productivity Program (WAAPP) – Mali Project under the Second Phase of the WAAPP)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

CONSEIL OUEST ET CENTRE AFRICAIN POUR LA RECHERCHE ET LE DÉVELOPPEMENT AGRICOLES

Dated October 8, 2013
CREDIT NUMBER 5286-ML

PROJECT AGREEMENT

AGREEMENT dated October 8, 2013, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and LE CONSEIL OUEST ET CENTRE AFRICAIN POUR LA RECHERCHE ET LE DÉVELOPPEMENT AGRICOLES ("CORAF" or "Project Implementing Entity") ("Project Agreement").

WHEREAS (A) by a financing agreement between the Republic of Mali ("Mali") and the Association of even date ("Mali Financing Agreement"), the Association has agreed to extend to Mali a credit in an amount equivalent to thirty nine million eight hundred thousand Special Drawing Rights (SDR 39,800,000) to assist Mali in financing the project described in Schedule I to the Mali Financing Agreement ("Mali Project") on the terms and conditions set forth in the Mali Financing Agreement, but only on condition that CORAF agrees to undertake such obligations toward the Association as are set forth in this Agreement; and

(B) CORAF, in consideration of the Association's entering into the Mali Financing Agreement in relation with the Project, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to the Mali 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 Mali Financing Agreement or in the General Conditions or in the Preamble to this Agreement, and the following additional terms have the following meanings:

(a) "CORAF Project Implementation Manual" means the manual adopted by CORAF in March 2007 for the purposes of defining the detailed implementation arrangements for Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Projects, and setting forth, inter alia: (i) the detailed staffing plan for Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Projects; and (ii) the monitoring and evaluation modalities, as the same may be amended from time to time with the agreement of the Association.
(b) “Regional Monitoring and Evaluation Indicators” means the agreed monitoring and evaluation indicators set forth in the CORAF Project Implementation Manual to be utilized by CORAF to measure the progress in the implementation of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) of the Projects and the degree to which the objective thereof are being achieved.

(c) “Regional Project Coordinator” means the Executive Director of CORAF.

(d) “Regional Steering Committee” means the committee established by CORAF under the Project Agreement between the Association and CORAF (Burkina Faso, Côte d’Ivoire and Nigeria Projects under the First Phase of the WAAPP) dated December 17, 2010, (Grant No. H627-BF, Grant No. H626-CI, and Credit No. 4822-NG).

ARTICLE II — PROJECT

2.01. CORAF declares its commitment to the objectives of the Projects. To this end, CORAF shall carry out Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) 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 A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) of the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and CORAF shall otherwise agree, CORAF shall carry out Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) 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 (20) years after the date of this Agreement.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. CORAF’s Representative is its Executive 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. CORAF’s Address is:

Conseil Ouest et Centre Africain pour la Recherche et le Développement Agricoles
7, Avenue Bourguiba
BP 48, Dakar RP
Republic of Senegal

Facsimile:

(221) 869-96-3
AGREED at District of Columbia, United States of America as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Ouamane Diagana
Title: Country Director

CONSEIL OUEST ET CENTRE AFRICAIN POUR LA RECHERCHE ET LE DÉVELOPPEMENT AGRICOLES

By

[Signature]

Authorized Representative

Name: Harold Roy-MacAuley
Title: Executive Director
SCHEDULE

Execution of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Executive Office

For the purposes of the successful and timely implementation of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project, CORAF, through its Executive Office in Dakar, shall oversee and take all measures necessary for, inter alia: (i) the coordination and management of the Project and the carrying out of the procurement, monitoring, evaluation and reporting functions; and (ii) the assessment of impacts and systematic analysis of lessons learnt and the monitoring of the overall progress in implementing agricultural research activities undertaken within the national agricultural research systems. To that end, the Executive Director of CORAF, acting as the Regional Project Coordinator, shall oversee daily Project implementation and the Executive Office of CORAF shall be staffed at all times during implementation of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project with human and financial resources adequate to enable CORAF to carry out the Projects with efficiency and due diligence.

2. Regional Steering Committee

CORAF shall maintain throughout Project implementation the Regional Steering Committee under terms of reference satisfactory to the Association vested with responsibility for providing policy guidance and for overseeing the implementation of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project. The Regional Steering Committee shall be chaired by the ECOWAS Executive Director and its composition shall include representatives from each of the Participating Countries, producers’ organizations, the private sector and civil society. The Regional Steering Committee shall meet at least once each Fiscal Year to undertake, inter alia, the review and approval of the draft AWP&B prepared by each Participating Country and the approval of the annual report to be prepared by the Regional Project Coordinator not later than October 31 each year to follow-up on, and assess the progress in, the carrying out of the precedent AWP&B. The Project Coordinator of Mali shall participate in such meetings.
B. Implementation Modalities

1. Part C.1.1 of the Project: Support to Competitive Agricultural Research Schemes for Technology Generation and Dissemination

(a) CORAF shall manage and monitor the regional CARG scheme under Part C.1.1 of the Project along with other funds pursuant to the procedures of, and under the terms and conditions set forth in, the CORAF’s Manual of Procedures for Management of Competitive Funds. CORAF’s Executive Director shall: (i) evaluate the Grant applications; (ii) decide on which Grants shall receive financing under the Credits; (iii) approve the Grant for disbursement, ensuring it will not exceed the total estimated cost of the activities it will finance and, thereafter, conclude the Grant Agreement with each Beneficiary; and (iv) not assign, amend, abrogate or waive the CORAF’s Manual of Procedures for Management of Competitive Funds or any of its provisions without the Association’s prior agreement.

(b) Without any limitation upon the provisions of the preceding paragraph (a), CORAF shall obtain rights adequate to protect the interests of Mali and those of the Association, including the right:

(i) to suspend or terminate the right of the Beneficiary to use the proceeds of the Grant, or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Grant Agreement; and

(ii) to require each Beneficiary: (A) to carry out the activities for which the Grant was given with due diligence and efficiency and in accordance with sound agricultural, technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of credit proceeds other than Ghana, Mali and Senegal, under the terms and conditions stipulated in CORAF’s Manual of Procedures for Management of Competitive Funds; (B) to provide, promptly as needed, the resources required for the purpose of the Grant; (C) to procure the goods, works and services to be financed out of the proceeds of the Grant in accordance with the provisions of this Agreement; (D) (1) to 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, resources and expenditures
related to the Grant; and (2) at the request of Mali or the Association, to have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to Mali and the Association; (E) upon reasonable request, to enable Mali and the Association to inspect the activities, its operation and any relevant records and documents; and (F) to prepare and furnish to Mali and the Association all such information as Ghana, Mali and Senegal or the Association shall reasonably request relating to the foregoing.

(c) CORAF shall carry out its obligations and, when and as appropriate, exercise its rights under each Grant Agreement in such manner as to protect the interests of Mali and the Association and to accomplish the purposes of the Credit.

2. CORAF Project Implementation Manual

CORAF shall: (i) take all action required to carry out Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) of the Project in accordance with the provisions and requirements set forth or referred to in CORAF Project Implementation Manual; and (ii) submit recommendations to the Association for its consideration for changes and updates of the CORAF Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objective of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project. Notwithstanding the foregoing, if any of the provisions of CORAF Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

3. Training under the Project

For the purposes of the training (including academic training) to be financed under Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project and to be delivered through study tours, workshops, seminars, conferences, and on the job training, CORAF shall:

(a) furnish to the Association for its approval, not later than January 31 of each year, a training program including an explanation on how such training is consistent and conducive to the objectives of the Projects and whether it offers the best price/quality ratio, as well as the schedule for its implementation;
(b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and

(c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each training and the benefits to be derived therefrom.

4. Annual Work Program and Budget (AWP&B)

CORAF, through its Executive Office, shall:

(a) prepare a draft AWP&B for each Fiscal Year, setting forth, inter alia: (i) a detailed description of planned activities under Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of such Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;

(b) not later than November 30 of each Fiscal Year and after considering the comments provided by the Regional Steering Committee, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B taking into account the Association’s views and recommendations thereon; and

(c) adopt and sign the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year.

5. CORAF Arrangements: Subsidiary Grant Agreement

CORAF shall exercise its rights and carry out its obligations under the Subsidiary Grant Agreement in such manner as to protect the interests of Mali and the Association and to accomplish the purposes of the Credit. Except as the Association shall otherwise agree, CORAF shall not assign, amend, abrogate or waive the Subsidiary Grant Agreement or any of its provisions. Notwithstanding the foregoing, if any of the provisions of the Subsidiary Grant Agreement is inconsistent with the provisions of the Mali Financing Agreement, the provisions of the Mali Financing Agreement shall prevail and govern.

B. Anti-Corruption

CORAF shall ensure that Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D.(i) of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines.
C. Safeguards Covenants

1. Pest Management Plan

CORAF shall follow and apply at all times in the implementation of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2, and D(i) of the Project the provisions of the Pest Management Plan in a timely manner, ensuring that: (i) mitigation and monitoring measures acceptable to the Association are designed and implemented with due diligence and employing appropriate environmental expertise; and (ii) adequate information on the implementation of the measures contained in the PMP is appropriately included in the Progress Reports referred to below in Section II.A.1.

2. Environmental and Social Screening Arrangements

CORAF shall: (i) screen, under Part C.1.1 of the Projects, the activities under the Grants proposals submitted for financing out of the proceeds of the Credits; (ii) ensure that each Beneficiary: (A) carry out an appropriate site-specific Environmental and Social Impact Assessment (ESIA) or Environment and Social Management Plan (ESMP), as the case may be, and a Resettlement Action Plan, if there is Resettlement, for each such activities in accordance with the provisions of the relevant Participating Country’s ESMF and RPF, as the case may be, and in form and substance satisfactory to the Association; and (B) consult upon and disclose the site-specific ESIA or ESMP, as the case may be, and the RAP, if there is one, as approved by the Association; (iii) verify (through its own staff, outside experts, or existing environmental/social institutions) before approving the Grant proposal that the activities meet the environmental and social requirements of appropriate national and local authorities and that they are consistent with the Association’s applicable environmental and social assessment and safeguard policies and comply with the environmental and social review procedures set forth in the CORAF’s Manual of Procedures for Management of Competitive Funds; and (iv) thereafter, ensure that the relevant mitigation and monitoring provisions of the ESIA or ESMP, as the case may be, and RAP, if there is one, are appropriately implemented.

3. Biosafety Requirements

CORAF shall carry out Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2, and D(i) of the Project in accordance with environmental safeguards and international good practice and standards consistent with those of the Cartagena Protocol on Biosafety.
Section II.  Project Monitoring, Reporting and Evaluation

A.  Project and Completion Reports

1. CORAF shall monitor and evaluate the progress of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) 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 Regional Monitoring and Evaluation Indicators. Each such Project Report shall cover the period of one calendar semester, and shall be furnished by CORAF not later than two (2) months after the end of the period covered by such report as a consolidated overall Project Report to Mali and the Association after incorporation of the Project Reports prepared and submitted by each Participating Country for each Project.

2. For purposes of Section 4.08(c) of the General Conditions, a consolidated overall Project report on the execution of the Projects and related plan required pursuant to that Section shall be furnished by CORAF to Mali and the Association not later than one (1) month before the Closing Date.

B.  Mid-Term Review

CORAF 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 A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) 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 May 15, 2015, 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 A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) 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 July 15, 2015, or such later date as the Association shall request, the report referred to in the preceding paragraph (b) and, thereafter, take all measures required to ensure the efficient completion of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) 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. CORAF 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 its operations and financial condition, including the operations, resources and expenditures related to Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project.

2. CORAF 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. 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, works, non-consultants’ services and services required for the implementation of Parts A.1.2, A.2.2, A.2.7, B.5, C.1.1, C.2.2 and D(i) of the Project and to be financed out of the proceeds of the Credits shall be procured in accordance with the pertinent provisions of Section III of Schedule 2 to the Mali Financing Agreement; provided, however, that for the procurement of goods using National Competitive Bidding procedures, CORAF shall follow and apply the competitive bidding procedure normally used for public procurement in Mali, with the modification that there will be no restrictions on the number of bidders from member countries of the West African Economic and Monetary Union eligible to compete.