Project Agreement

(Additional Financing - West Africa Regional Fisheries Project under the West Africa Regional Fisheries Program)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

(acting as an Implementing Agency of the Global Environment Facility)

and

COMMISSION SOUS-RÉGIONALE DES PÊCHES (CSRP)

Dated February 24, 2017
PROJECT AGREEMENT

AGREEMENT dated February 21, 2017, entered into between the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (acting as an Implementing Agency of the Global Environment Facility (GEF)) ("World Bank") and the COMMISSION SOUS-RÉGIONALE DES PÊCHES (the Sub-Regional Fisheries Commission, "CSRP" or the "Project Implementing Entity") ("Project Agreement").

(A) the Republic of Guinea ("Recipient") has agreed to participate in the second phase of a program designed under a series of projects 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 their respective capacity to sustainably govern and manage their fisheries;
(ii) reducing illegal unreported and unregulated fishing; and
(iii) increasing the value and profitability generated by fish resources and the proportion of that value captured by the respective countries ("Program");

(B) by a GEF Grant Agreement of even date herewith between the Republic of Guinea ("Recipient") and the World Bank ("GEF Grant Agreement"), the World Bank has agreed to extend to the Recipient a grant in an amount equivalent to five million United States Dollars (US$5,000,000) to assist the Recipient in financing of the project described in Schedule 1 to the GEF Grant Agreement (the "Project") on the terms and conditions set forth in the GEF Grant Agreement, but only on condition that CSRP agree to undertake such obligations toward the World Bank as are set forth in this Agreement; and

WHEREAS the CSRP, in consideration of the World Bank's entering into the GEF Grant Agreement with the Recipient, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the World Bank and the CSRP hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the Appendix to the GEF Grant 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 this Agreement, the GEF Grant Agreement or the Standard Conditions.

ARTICLE II — PROJECT

2.01. The CSRP declares its commitment to the objective of the Project and the Program. To this end, the CSRP shall carry out Parts A.3 and D.2 of Project in accordance
with the provisions of Article II of the Standard Conditions, and shall provide promptly as needed, the funds, facilities, services and other resources required for Parts A.3 and D.2 of the Project.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the World Bank and the CSRP shall otherwise agree, the CSRP shall carry out Parts A.3 and D.2 of the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — TERMINATION

3.01. This Agreement and all obligations of the parties under it shall terminate on the date on which the GEF Grant Agreement terminates in accordance with the provisions of its terms and the Standard Conditions.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The World Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, NW
Washington, DC 20433
United States of America

Cable: INTBAFRAD
Telex: INDEVAS 248423 (MCI) or 1-202-477-6391
Facsimile: 64145 (MCI)

4.02. The CSRP’s Representative is its Permanent Secretary.

4.03. The CSRP’s Address is:

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

Facsimile:

(221) 33-864-0477
AGREED at ________, ________, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
(acting as an Implementing Agency of the Global Environment Facility)

By:

Authorized Representative

Name: ______________

Title: ______________

COMMISSION SOUS-RÉGIONALE DES PÊCHES
(CSRP)

By:

Authorized Representative

Name: ______________

Title: ______________
SCHEDULE

Execution of Parts A.3 and D.2 of the Project

Section I.  Implementation Arrangements

A.  Institutional Arrangements

1. The CSRP shall maintain throughout Project implementation, the Regional Coordination Unit ("RCU") with composition, functions and resources satisfactory to the World Bank.

2. The RCU shall be housed at the CSRP premises in Dakar, Republic of Senegal, and is composed of a Regional Coordinator, an accountant, a procurement specialist and a monitoring and evaluation specialist. The RCU shall report to the Regional Steering Committee, which shall be composed of the Permanent Secretary of the CSRP and the Fisheries Directors from each of the Participating Countries.

3. The RCU shall be responsible for the day-to-day coordination and implementation of Parts A.3 and D.2 of the Project, including:

   (a) preparing proposed Regional Annual Work Plans and Budgets for Parts A.3 and D.2 of the Project, and updating the Procurement Plan and related budgets regarding Parts A.3 and D.2 of the Project to be furnished to the Regional Steering Committee for review, and following such review, to the World Bank for approval;

   (b) consolidating the Regional Annual Work Plans and Budgets and the updates to the Procurement Plans and related budgets prepared by each of the Participating Countries to be submitted to the World Bank 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 World Bank by November 30 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 countries under the Program in connection with data collection activities.

4. The CSRP understands and agrees that the performance of the RCU shall be subject to the oversight by the Regional Steering Committee.
B. Anti-Corruption

The CSRP shall ensure that Parts A.3 and D.2 of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Regional Operational Manual

The CSRP shall: (i) take all action required to carry out Parts A.3 and D.2 of the Project in accordance with the provisions and requirements set forth or referred to in the Regional Operational Manual; (ii) submit recommendations to the World Bank for its consideration for changes and updates of the Regional Operational Manual as may be necessary or advisable during Project implementation in order to achieve the objective of Parts A.3 and D.2 of the Project; and (iii) not assign, amend, abrogate or waive the Regional Operational Manual or any of its provisions thereof without the World Bank’s prior agreement. Notwithstanding the foregoing, if any of the provisions of the Regional Operational Manual is inconsistent with the provisions of the GEF Grant Agreement or this Agreement, the provisions of the GEF Grant Agreement or the Project Agreement, as the case may be, shall prevail and govern.

D. Regional Annual Work Plans and Budgets

1. The CSRP shall prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank not later than November 30 in each calendar year, for the World Bank’s consideration, a proposed work plan of activities to be included under Parts A.3 and D.2 of the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefor.

2. The CSRP shall afford the World Bank a reasonable opportunity to review and exchange views with the CSRP on such proposed, as shall have been approved by the World Bank.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The CSRP shall monitor and evaluate the progress of Parts A.3 and D.2 of the Project and prepare Project Reports for Part A.3 and D.2 of the Project in accordance with the provisions of Section 4.08 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank. Each Project Report shall cover the period of six (6) calendar months, and shall be furnished to the Recipient not later than forty-five (45) days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the World Bank of the overall Project Report.
2. The CSRP 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 Standard Conditions all such information as the Recipient or the World Bank shall reasonably request for the purposes of such Section.

C. Financial Management, Financial Reports and Audits

1. The CSRP shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations and financial condition of the CSRP, including the operations, resources and expenditures related to Parts A.3 and D.2 of the Project.

2. The CSRP shall have its financial statements referred to above audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank. Each audit of these financial statements shall cover the period of one fiscal year of the CSRP. The audited financial statements for each period shall be furnished to the World Bank not later than six (6) months after the end of the period.

Section III. Procurement

All goods and services required for the Parts A.3 and D.2 of the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of Section III of Schedule 2 to the GEF Grant Agreement.