Project Agreement

(West Africa Regional Disease Surveillance Capacity Strengthening Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as Administrator of Africa Catalytic Growth Fund)

and

WEST AFRICA HEALTH ORGANIZATION

Dated October 14, 2013
ACGF GRANT NUMBER TF014785

PROJECT AGREEMENT

AGREEMENT dated October 14, 2013, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Africa Catalytic Growth Fund and the WEST AFRICA HEALTH ORGANIZATION ("Project Implementing Entity") in connection with the Grant Agreement ("Grant Agreement") of same date between and the World Bank and the ECONOMIC COMMUNITY OF WEST AFRICA STATES ("Recipient"). The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the Appendix to the Grant Agreement) constitute an integral part to this Agreement. To this end, all obligations and responsibilities of the Recipient set forth in Sections 4.02 through 4.06 of Article IV, and Articles V, VI and VII of the Standard Conditions, as well as any references therein to the Grant Agreement, shall be construed, mutatis mutandis, as obligations and responsibilities of the Project Implementing Entity, and references to this Project Agreement respectively.

1.02. Unless the context requires otherwise, the capitalized terms used in this Project Agreement have the meanings ascribed to them in the Grant Agreement (including the Appendix thereto) or the Standard 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: (i) carry out the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, economic environmental and social standards and practices satisfactory to the World Bank; and (ii) 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 World Bank 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, and Article II of the Standard Conditions.

ARTICLE III — TERMINATION

3.01. This Agreement shall come into force and effect on the date upon which the Grant Agreement becomes effective.

3.02. This Agreement and all obligations of the World Bank and the Project Implementing Entity thereunder shall terminate on the date on which the Grant Agreement shall
terminate in accordance with its terms, and the World Bank shall promptly notify the Project Implementing Entity thereof.

3.03. Unless otherwise terminated pursuant to Section 3.02 above, all the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation, suspension or refund under the Standard Conditions, for a period of ten (10) years after the date of this Agreement.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is its Director General.

4.02. The World Bank’s Address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America

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

4.03. The Project Implementing Entity’s Address is:

West African Health Organisation (WAHO)
175, Av. Ouezzin Coulibaly
01 BP 153 Bobo-Dioulasso 01
BURKINA FASO

Facsimile:

(226) 20975772
AGREED at ____________, __________, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION
Acting as administrator of the Africa Catalytic Growth Trust Fund

By

[Signature]
Authorized Representative

Name: Colin Bruce
Title: Director, Regional Integration

WEST AFRICA HEALTH ORGANIZATION

By

[Signature]
Authorized Representative

Name: [Signature]
Title: Director General
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Programs Committee and Assembly of Health Ministers

The Project Implementing Entity shall, at all times during the implementation of the Project, ensure that resources, satisfactory to the World Bank, are available to its programs committee and the Assembly of Health Ministers for the purpose of ensuring prompt and efficient oversight and coordination of the Project implementation.

2. Project Support Team

(a) The Project Implementing Entity shall create and thereafter maintain within its general directorate, throughout the implementation of the Project, a Project support team with functions, composition and resources satisfactory to the World Bank.

(b) Without limitation to sub-paragraph (a) above, the Project Support Team led by a Project coordinator shall be responsible for supporting the daily coordination, execution, administration, monitor and evaluation of Project activities, including compliance with the financial management, procurement and reporting requirements under the Project.

(c) Without limitation to sub-paragraph (a) above, the Project Implementing Entity shall not later than thirty (30) days after the Effective Date, recruit, and thereafter maintain within the Project Support Team, throughout the implementation of the Project, a Project coordinator, a procurement specialist, a financial management specialist and a monitoring and evaluation specialist, all with qualifications, experience and terms of reference satisfactory to the World Bank.

3. Cooperation with Member Countries

(a) To facilitate coordination with the Recipient’s member countries the Project Implementing Entity shall, by no later than three (3) months after the Effective Date, enter into an agreement with each of the Recipient’s member countries (“Cooperation Agreement”), in form and substance satisfactory to the Association, setting forth, inter alia, the terms of the Project Implementing Entity’s coordination with each of the Recipient’s member country in the implementation of the regional activities under the Project.

(b) The Project Implementing Entity shall exercise its rights and carry out its obligations under each Cooperation Agreement, in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of
the Grant, and, except as the World Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, waive, terminate or fail to enforce any Cooperation Agreement or any provision thereof.

B. Anti-Corruption

The Project Implementing Entity shall carry out the Project in accordance with the provisions of the Anti-Corruption Guidelines.

C. Project Implementation Manual

The Project Implementation Entity shall carry out the Project in accordance with the arrangements and procedures set out in the PIM (provided, however, that in case of any conflict between the provisions set out in the PIM and those of this Agreement, the provisions of this Agreement shall prevail), and shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the PIM or any of its provisions without prior approval by the World Bank.

D. Annual Work Plans and Budgets

The Project Implementing Entity shall:

(a) prepare by no later than March 31 of each year, an annual work plan and budget (the “Annual Work Plan and Budget”) for the following fiscal year in a manner and substance satisfactory to the World Bank, which plan shall identify the Project activities by component and subcomponent, together with their related expenditures and financing sources; and

(b) thereafter, implement the Project activities during the respective fiscal year pursuant to such plan as so discussed and agreed with the World Bank.

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 Standard Conditions and on the basis of indicators acceptable to the World Bank and set forth in the PIM. Each such Project Report shall cover the period of one calendar quarter, and shall be furnished to the Recipient not later forty-five (45) days after the end of the period covered by such report.

2. The Project Implementing Entity shall: (a) on or about the dates twenty-four (24) months after the Effective Date, prepare and furnish to the World Bank a mid-term report, in such detail as the World Bank shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of the mid-term report, taking into account the monitoring and evaluation activities performed pursuant to paragraph 1 of this Part A, and setting out the measures recommended to ensure the
continued efficient carrying out of the Project and the achievement of its objective during the period following such date; and (b) review with the World Bank such mid-term report, on or about the date one month after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objective, based on the conclusions and recommendations of the mid-term report and the World Bank's views on the matter.

3. The Project Implementing Entity shall prepare the Completion report in accordance with the provision of Section 2.06 of the Standard conditions. The Completion Report shall be furnished to the Recipient and the World Bank not later than six (6) months after the Closing Date. In order to assist the Project Implementing Entity in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank in accordance with the provisions of Section III of Schedule 2 to the Grant Agreement.

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 World Bank, 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, not later than forty five (45) days after the end of each calendar quarter, prepare and furnish to the Recipient and the World Bank interim unaudited financial reports for the Project, covering expenditures incurred during the said quarter, in form and substance acceptable to the World Bank.

3. The Project Implementing Entity 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 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 World Bank 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 World Bank.

4. The Project Implementing Entity shall: (i) not later than three (3) months after the Effective Date, develop an internal audit plan, and thereafter carry out such plan, throughout the implementation of the Project; and (ii) not later than six (6) months after the Effective Date, recruit an external auditor, with qualifications, experience and terms of reference satisfactory to the World Bank, and thereafter maintain such auditor, throughout the implementation of the Project.
Section III. Procurement

All goods 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 Grant Agreement.