Project Agreement

(Additional Financing For the Stormwater Management and Climate Change Adaptation Project and Amendment to the Original Financing Agreement)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

MUNICIPAL DEVELOPMENT AGENCY

Dated June 29, 2015
CREDIT NUMBER 5663-SN

PROJECT AGREEMENT

AGREEMENT dated June 29, 2015, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and MUNICIPAL DEVELOPMENT AGENCY ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between the REPUBLIC OF SENEGAL ("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 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 IV — REPRESENTATIVE; ADDRESSES

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

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
4.03. The Project Implementing Entity's Address is:

5, Avenue Carde
Immeuble Carde-Rénovation
BP 6783 Dakar-Etoile
Dakar
Republic of Senegal

Facsimile:
221-33-842-2576

AGREED at Dakar, Republic of Senegal, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: 

Title: Country Director

MUNICIPAL DEVELOPMENT AGENCY

By

[Signature]

Authorized Representative

Name: 

Title: Director P.I.
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. To ensure prompt and efficient implementation of the Project, the Project Implementing Entity shall, throughout the Project implementation period, maintain competent and qualified staff in adequate number to be responsible for Project implementation and management, such staff to include procurement specialists, accountants, an urban specialist, a hydraulic specialist, an environmental and social specialist, a civil works engineer, a monitoring and evaluation specialist, and an internal auditor; each of whose qualifications, experience and terms of reference shall be acceptable to the Association.

2. To facilitate the proper carrying out of the Project, the Project Implementing Entity shall maintain at all times during Project implementation, facilitators, whose qualifications and experience and terms of reference shall be acceptable to the Association, to be responsible for maintaining an ongoing dialogue with members of the local communities covered by the Project, carrying out consultations with them, and assisting the Project Implementing Entity in the carrying out of Part C of the Project.

3. In order to facilitate the proper carrying out of Part B.2 of the Project, the Project Implementing Entity shall enter into an agreement with the ONAS pursuant to which: (a) the responsibilities of the ONAS in respect of the implementation of said Part B.2 are clearly set forth; and (b) the ONAS undertakes to carry out said responsibilities with due diligence and efficiency and in accordance with sound 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 and each Safeguard Document relevant to its activities (“ONAS Agreement’’);

4. To facilitate the proper carrying out of Part B of the Project, the Project Implementing Entity shall:

(a) maintain in full force and effect, in accordance with the provisions of Section III of Schedule 2 to the Financing Agreement, the agreement signed with Implementation Support Consultant to be responsible for assisting the Project Implementing Entity in the day-to-day implementation of Part B of the Project; and

(b) maintain in full force and effect the agreement with each of the Targeted Municipalities (“Municipality Agreement”) pursuant to which: (i) the responsibilities of the Targeted Municipality in respect of the implementation of said Part B are clearly set forth; (ii) the Targeted Municipality undertakes to carry out said responsibilities with due diligence and efficiency and in accordance with sound 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 and each Safeguard Document relevant to its activities; and (iii) the Targeted Municipality undertakes to provide such other assistance to the Recipient and the Project Implementing Entity for said Part B, including access to municipal infrastructure and utilities, in an appropriate and timely manner, as and when required in order to enable the Project Implementing Entity to carry out its responsibilities under the Project Agreement.

5. The Project Implementing Entity shall carry out its obligations and exercise its rights under each Municipality Agreement in such manner as to protect the interests of the Recipient, the Project Implementing Entity and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive either Municipality Agreement or any of its provisions.

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. Project Implementation Manual

1. The Project Implementing Entity shall: (a) prepare under terms of reference acceptable to the Association, and furnish to the Recipient and the Association, an implementation manual for the Project containing detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement; (iv) monitoring, evaluation, reporting and communication; and (v) such other arrangements and procedures as shall be required for the Project; (b) afford the Recipient and the Association a reasonable opportunity to exchange views with the Project Implementing Entity; and (c) thereafter adopt such Project implementation manual as shall have been approved by the Association (“Project Implementation Manual”).

2. The Project Implementing Entity shall carry out the Project in accordance with the Project Implementation Manual (provided, however, that in case of any conflict between the Project Implementation Manual and the provisions of the Legal Agreements, the provisions of the Legal Agreements shall prevail) and, except as the Association shall otherwise agree in writing, shall not amend, abrogate or waive any provision of the Project Implementation Manual.

D. Annual Work Plan

1. The Project Implementing Entity shall prepare, under terms of reference acceptable to the Association, and furnish to the Recipient, not later than November 15 in each Fiscal Year during the implementation of the Project, for review and forwarding to the Association for the latter’s approval in accordance with the provisions of Section 1.D of Schedule 2 to the Financing Agreement, an annual work plan and budget for all activities proposed to
be included in the Project for such following Fiscal Year, including all Safeguard Documents, required for said activities and prepared in accordance with the provisions of Part E of this Schedule.

2. The Project Implementing Entity shall implement the Project with due diligence during said following Fiscal Year in accordance with the Annual Work Plan for said following Fiscal Year.

3. The Project Implementing Entity shall not make or allow to be made any change to the Annual Work Plan without prior approval in writing by the Association.

E. Safeguards

1. The Project Implementing Entity shall implement the Project, in accordance with the relevant Safeguard Documents, and to that end, if any activity included in the Annual Work Plan would, pursuant to the Safeguard Documents require the adoption of any Supplemental Social and Environmental Safeguard Document:

   (a) prepare: (i) such Supplemental Social and Environmental Safeguard Document; (ii) furnish such Supplemental Social and Environmental Safeguard Document to the Association for review and approval; and (iii) thereafter adopt such Supplemental Social and Environmental Safeguard Document, prior to implementation of the activity; and

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Supplemental Social and Environmental Safeguard Document.

2. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall, in accordance with terms of reference satisfactory to the Association: (a) monitor the status of compliance with the Safeguard Documents (as the case may be); and (b) prepare reports to cover the period of one calendar semester and furnish the same to the Association, as part of the Project Reports, on the results of such monitoring activities, giving details of:

   (i) measures taken in furtherance of such Safeguard Documents (as the case may be);

   (ii) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguard Documents (as the case may be); and

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

3. The Project Implementing Entity shall afford the Association a reasonable opportunity to review the reports prepared under paragraph 2 of this Part E, and thereafter shall carry out with due diligence all remedial measures agreed with the Association so as to ensure the proper implementation of the Project in accordance with the Safeguard Documents.
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 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 than 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 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. The Project Implementing Entity shall, not later than one month after the Effective Date, recruit and maintain throughout Project implementation, an internal auditor, whose qualifications and experience and terms of reference shall be 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.