

The World BankINTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION1818 H Street N.W.
Washington, D.C. 20433
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Cable Address: INTBAFRAD
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September 9, 2010

Mr. Baba Dioum
General Coordinator
Conference of Ministers of Agriculture in West and Central Africa
Avenue Bourguiba
BP 15799
Dakar
Republic of Senegal

Re: Mutli-Donor Trust Fund Grant for the Comprehensive Africa
Agriculture Development Programme (CAADP) – Conference of
Ministers of Agriculture of West and Central Africa (CMA/WCA)
Grant No. TF097747

Dear Sir:

In response to the request for financial assistance made on behalf of the Conference of Ministers of Agriculture for West and Central Africa (CMA/WCA” or “Recipient”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (“World Bank”), acting as administrator of grant funds provided by the various donors under the Multi Donor Trust Fund for the Comprehensive Africa Agriculture Development Programme, proposes to extend to the Recipient a grant in an amount not to exceed one million one hundred thousand United States Dollars (U.S.\$1,100,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”). This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the Recipient may withdraw the Grant proceeds subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature.

Very truly yours,
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Yusupha B. Crookes
Yusupha B. Crookes
Director, Regional Integration
Africa Region

AGREED:

Conference of Ministers of Agriculture of West and Central Africa (CMA/WCA)

By /s/ Baba Dioum
Authorized Representative
Name Baba Dioum
Title General Coordinator
Date: September 10, 2010

Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010
- (2) Disbursement Letter of even date herewith, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006

Article I

Standard Conditions; Definitions

1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated July 31, 2010 (“Standard Conditions”), with the modifications set forth in Section I of the Appendix to this Agreement, constitute an integral part of this Agreement.

1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement and the following terms have the following meanings:

- (a) “Work Plan and Budget” or “WP&B” means the work plan and budget for the Project, dated July 21, 2010, prepared by the Recipient and approved by the World Bank, as the same further referred to in paragraph 2.02 (d) of the Annex to this Agreement.
- (b) “Compacts” means the agreements to be entered into among the selected CMA/WCA Member State’s technical, political, and financial stakeholders to implement an agriculture and food security strategy; and “Compact” means individually each and any of the Compacts.
- (c) “CAADP” means the agricultural programme of the New Partnership for Africa’s Development (NEPAD), adopted by the African Union (African Union) in 2003, with the objective to focus on improving food security, nutrition, and increasing incomes in African countries.
- (d) “CMA/WCA” means the Conference of Ministers of Agriculture for West and Central Africa, a legal entity, established through the CMA/WCA Establishment Agreement and registered in Dakar, Republic of Senegal, through law No. 97-09, dated March 10, 1997.
- (e) “CMA/WCA Member States” means Benin, Burkina Faso, Cape Verde, Cote d’Ivoire, the Gambia, Ghana, Guinea, Guinea Bissau, Mali, Mauritania, Niger, Nigeria, Senegal Togo, Cameroon, Central African Republic, Congo, Gabon, Equatorial Guinea, and Chad.
- (f) “Coordinator General’s Office” means the executive organ of CMA/WCA.
- (g) “CMA/WCA Finance and Administrative Manual of Procedures” means manual of the Recipient dated August 24, 2010, as also referred to in Section 2.03 (d) of the Annex to this Agreement, setting forth, *inter alia*, the policies, institutional arrangements, provisions for procurement, accounting, evaluation and monitoring of the Project; and such term includes all annexes, and other related procedures for implementation

of the Project; as the same such manual may be amended from time to time with the agreement of the World Bank.

- (h) “Establishment Agreement” means the agreement establishing CMA/WCA, signed and adopted by the minister of agriculture on behalf of each of CMA/WCA Member State on February 15, 1996, at Yaounde, Republic of Cameroon, and filed at the Coordinator General’s Office on February 16, 1996 in Dakar, Republic of Senegal.
- (i) “Framework for the Improvement of Market Access” or “FIMA” means the strategic document describing priorities for Pillar II of CAADP.
- (j) “IFR” means interim unaudited financial reports.
- (k) “Pillar II” means the second thematic focus area of CAADP which covers rural infrastructure and agricultural markets.
- (l) “Steering Committee” means the committee to be established by the Recipient for the purpose of Section 2.03 (b) of the Annex to this Agreement.

Article II

Project Execution

2.01. ***Project Objectives and Description.*** The objective of the Project is to increase the technical support provided to African agricultural programs and institutions at the national, regional, and continental level in the areas of market access, trade and agricultural infrastructure (Pillar II). The Project consists of the following parts:

Part 1: Support for CMA/WCA’s CAADP Pillar II Services

- A. Provision of technical assistance for the carrying out of activities at the continental level in the following areas:
 - (1) Dissemination of the FIMA and Pillar II roadmap to all regional economic communities active in the CMA/WCA Member States, and national level CAADP stakeholders, primarily through the convening or participation in meetings of experts and publication related services.
 - (2) Establishing and managing an online database of knowledge for stakeholders on Pillar II, including good practices and current infrastructure and market development programs.
 - (3) Support for launching of the data collection and monitoring system to track progress on achievement of Pillar II goals and outcomes under the CAADP monitoring and evaluation (M&E) framework in collaboration with the New Partnership for Africa’s Development Planning and Coordinating Agency (NPCA) and other institutions responsible for monitoring and evaluation in the agriculture sector.

B. Provision of technical assistance to support development of national and regional strategies and investment plans, including:

- (1) Delivery of training workshops on Pillar II themes to regional and national CAADP stakeholders with particular focus on disseminating the Pillar II framework and its tools.
- (2) Facilitating the development of private sector engagement strategies at regional and national levels, including assisting national, CMA/WCA Member States, and stakeholders to identify the suitable private sector partners and design the strategies for future engagements.
- (3) Facilitating the development of national and regional initiatives on market and infrastructure development, including, *inter alia*: (i) participation of CMA/WCA staff and network experts in Compact related review meetings to ensure strategies and investment plans reflect market development and infrastructure priorities; and (ii) provision of targeted assistance in the design process at county or regional level.
- (4) Development of external partnerships to enhance progress on achievement of Pillar II goals, including, *inter alia*: (i) identification and establishment of the network of experts or institutions to assist with Pillar II services and activities; and (ii) expansion and enhancement of CMA/WCA's networks with the regional economic communities, countries and private sector players.

Part 2: Strengthening CMA/WCA Secretariat

Strengthening the Recipient's organization, management and operational capacity to carry out Part 1 of the Project, including its monitoring and evaluation capabilities, financial management, procurement, human resources, information and communication capabilities, all through the financing of consultant's services, training and workshops, and operating costs.

2.02. ***Project Execution Generally.*** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project through the Coordinator General's Office of CMA/WCA in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 ("Anti-Corruption Guidelines"), with the modifications set forth in Section II of the Appendix to this Agreement; (c) this Article II; and (d) WP&B.

2.03. ***Institutional and Other Arrangements.*** (a) The Recipient shall maintain, throughout the implementation of the Project, the Coordinator General's Office, with staff under terms of reference, qualifications and experience satisfactory to the World Bank.

(b) The Recipient shall, not later than three (3) months after the date of countersignature of this Agreement establish and, thereafter maintain throughout Project implementation, a Steering Committee under terms of reference satisfactory to the World Bank, vested with the responsibility for overseeing the implementation of the Project and the detailed Work Plan and Budget prepared for the Project. The Steering Committee shall be chaired by

NPCA and its compositions shall include members of the CMA/WCA's expert reference group, regional economic communities and CAADP stakeholders at the national level, with the composition and terms and conditions satisfactory to the World Bank.

(c) The Recipient shall:

(i) not later than three (3) months after the date of countersignature of this Agreement, hire an internal auditor with terms of reference, qualifications and experience satisfactory to the World Bank; and

(ii) not later than six (6) months after the date of countersignature of this Agreement, hire an external auditor with terms of reference, qualifications and experience satisfactory to the World Bank.

(d) The Recipient shall:

(i) take all action required to carry out the Project in accordance with the provisions and requirements set forth or referred to in the CMA/WCA Finance and Administrative Manual of Procedures agreed upon with the World Bank;

(ii) submit recommendations to the World Bank for its consideration for changes and updates of the CMA/WCA Finance and Administrative Manual of Procedures as they may become necessary or advisable during Project implementation in order to achieve the objective of the Project; and

(iii) not assign, amend, abrogate or waive the CMA/WCA Finance and Administrative Manual of Procedures or any of its provisions without the World Bank's prior agreement. Notwithstanding the foregoing, if any of the provisions of the CMA/WCA Finance and Administrative Manual of Procedures is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

(e) Prior to carrying out of any in-country Project related activity in any of the states not listed as the CMA/WCA Member State in this Agreement, the Recipient shall obtain a consent letter from such state in a manner satisfactory to the World Bank.

2.04. ***Donor Visibility and Visit.*** (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors' support for the Project.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures within its mandate to assist the Donors in visiting any part of the Member Countries' territories.

2.05. ***Project Monitoring, Reporting and Evaluation.*** (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators agreed with the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be

furnished to the World Bank not later than forty five (45) days after the end of the period covered by such report.

(b) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than May 31, 2012. In order to assist the Recipient 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 2.07 of this Agreement.

2.06. **Financial Management.** (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements shall cover the entire period during which withdrawals from the Grant Account were made. The audited Financial Statements for such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

2.07. *Procurement*

(a) General. All goods and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(i) Section I of the “Guidelines: Procurement under IBRD Loans and IDA Credits” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Procurement Guidelines”), in the case of goods and, if any, works and Services other than consultants’ services; and

(ii) Sections I and IV of the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the World Bank in May 2004 and revised in October 2006 and May 2010 (“Consultant Guidelines”) in the case of consultants’ services; and

(iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines (“Procurement Plan”).

(b) Definitions. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or the Consultant Guidelines, as the case may be.

(c) Particular Methods of Procurement of Goods

(i) Except as otherwise provided in sub-paragraph (ii) below, goods and, if any, works and services other than consultants' services, shall be procured under contracts awarded on the basis of International Competitive Bidding.

(ii) The following methods, other than International Competitive Bidding, may be used for procurement of goods and, if any, works and services other than non consulting services for those contracts specified in the Procurement Plan: (A) National Competitive Bidding, subject to the following additional provisions mentioned bellow; (B) Shopping; and (C) Direct Contracting. The additional provisions for the use of National Competitive Bidding are: (i) in addition to advertising the GPN in UNDB and dgMarket, bids will be also advertised in national newspapers with wide circulation; (ii) bid evaluation and bidders' qualification criteria will be clearly specified in the bidding documents, including for alternative bids; (iii) no preference margin will be granted to domestic bidders; (iv) eligible firms, including foreign firms, will not be excluded from the competition; and (v) while Senegal has developed National SBDs, the Bank's SBD should be adopted (or modified in order to meet the exceptions authorized under NCB) and used for NCB.

(d) Particular Methods of Procurement of Consultants' Services

(i) Except as otherwise provided in item (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

(ii) The following methods may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Least-Cost Selection; (B) Selection based on the Consultants' Qualifications; (C) Single-source Selection; (D) Selection of Individual Consultants; and (E) Sole Source Procedures for the Selection of Individual Consultants.

(e) Review by the World Bank of Procurement Decisions. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Article III Withdrawal of Grant Proceeds

3.01. ***Eligible Expenditures.*** The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, consultants' services, Training and Workshops, and Operating Costs under the Project	940,000	100%
(2) Salaries and Benefits	160,000	100%
TOTAL AMOUNT	1,100,000	

For the purpose of this Section, the term:

(a) "Operating Costs" means expenditures incurred by the Recipient to finance the costs under the Project of: (i) per diem and travel expenses of the staff to perform their responsibilities under the Project; (ii) communication technology (including without limitation, internet and telephone); (iii) translation services, photocopies and publications; (iv) bank charges; and (v) office supplies; and any other expenditures that may be agreed upon between the World Bank and the Recipient from time to time.

(b) "Salaries and Benefits" means the salaries of locally, regionally, and internationally contracted employees, in accordance with the approved Work Plan and Budget and standard administrative procedures of the Recipient, including allowances for medical expenses, and pension contributions for all staff, excluding however, salaries and benefits of the Member Country's civil servants.

(c) "Training and Workshops" means reasonable expenditures (other than those for consultants' services) incurred by the Recipient to finance transportation costs and per diem of trainers and trainees, rental of training facilities and acquisition of training material needed for the implementation and supervision of the Project.

3.02. **Withdrawal Conditions.** Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient.

3.03. **Withdrawal Period.** The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is November 30, 2011.

Article IV
Recipient's Representative; Addresses

4.01. **Recipient's Representative.** The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its General Coordinator.

4.02. **Recipient's Address.** The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

CMA/WCA
Avenue Bourguiba
BP 15799
Dakar
Republic of Senegal

Facsimile:
(221) 33 869 11 93

4.03. **World Bank's Address.** The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable:	Telex:	Facsimile:	
INTBAFRAD			
INDEVAS	248423 (MCI) or	1-202-477-6391	
Washington, D.C.	64145		(MCI)

APPENDIX

Modifications to the Standard Conditions and the Anti-Corruption Guidelines

Section I. The Standard Conditions are modified as follows:

1. Paragraph 17 and 18 of the Appendix (**Definitions**) are modified to read as follows:

“17. “Member Country” means the member of the World Bank in whose territory the Project is carried out or any of such member’s political or administrative subdivisions. If the Grant is extended by the World Bank to such member as a party to the Grant Agreement, the term “Member Country” and “Recipient” refer to the same entity. If the Project is carried out in the territory of more than one member of the World Bank, “Member Country” refers separately to each such member.

18. “Project” means the Project for which the Grant is made. If the Project is carried out in the territory of more than one Member Country, “Project” refers separately to the Project of each such Member.”

Section II. The modifications to the Anti-Corruption Guidelines are as follows:

1. Section 5 is re-numbered as Section 5(a) and a new Section 5(b) is added to read as follows:

“...(b) These Guidelines also provide for the sanctions and related actions to be imposed by the Bank on Borrowers (other than the Member Country) and all other individuals or entities who are recipients of Loan proceeds, in the event that the Borrower or the individual or entity has been debarred by another financier as a result of a determination by such financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

2. Section 11(a) is modified to read as follows:

“... (a) sanction in accordance with prevailing Bank’s sanctions policies and procedures (fn13) a Borrower (other than a Member Country) (fn 14) or an individual or entity, including (but not limited to) declaring such Borrower, individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank, if at any time the Bank determines (fn 15) that such Borrower, individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of loan proceeds, or if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such person or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such

financier that the Borrower or the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

Footnotes:

“13. An individual or entity may be declared ineligible to be awarded a Bank financed contract upon completion of sanctions proceedings pursuant to the Bank’s sanctions policies and procedures, or under the procedures of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding, or following a sanction by another financier with whom the Bank has entered into a cross debarment agreement, as a result of a determination by such financier that the firm or individual has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.”

“14. Member Country includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to bid under paragraph 1.8(b) of the Procurement Guidelines or participate under paragraph 1.11(c) of the Consultant Guidelines.”

“15. The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank. In addition, the Bank has adopted an internal protocol outlining the process to be followed in implementing debarments by other financiers, and explaining how cross-debarments will be posted on the Bank’s website and otherwise be made known to staff and other stakeholders.”