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CREDIT NUMBER 4751-ML

# Project Agreement

(Fostering Agricultural Productivity Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

*OFFICE DU NIGER*

Dated June 19, 2010

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**CREDIT NUMBER 4751-ML**

**PROJECT AGREEMENT**

AGREEMENT dated June 19, 2010, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and *OFFICE DU NIGER* (ON) (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of same date between the REPUBLIC OF MALI (“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 objective of the Project. To this end, the Project Implementing Entity shall carry out Parts B.2, B.3 and B.4 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 its Respective Part of 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 its Respective Part 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 ten (10) years after the date of this Agreement.

**ARTICLE IV — REPRESENTATIVE; ADDRESSES**

4.01. The Project Implementing Entity's Representative is its Managing Director

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  
Washington, D.C.

248423(MCI)

1-202-477-6391

4.03. The Project Implementing Entity's Address is:

*Office du Niger*  
*Boulevard de l'Indépendance*  
Segou  
Mali

Facsimile:

223-21-320-143

AGREED at Bamako, Mali, as of the day and year first above written.

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By /s/ Ousmane Diagana**

**Authorized Representative**

***OFFICE DU NIGER***

**By /s/ Kassoum Denon**

**Authorized Representative**

## SCHEDULE

### Execution of the Project Implementing Entity's Respective Part of the Project

#### Section I. Implementation Arrangements

##### A. **Subsidiary Agreement**

1. (a) To facilitate the carrying out of Parts B.2, B.3 and B.4 of the Project, the Project Implementing Entity shall enter into a subsidiary agreement with the Recipient whereby the Recipient shall make available to the ON on a grant basis a subsidiary financing (the ON Subsidiary Financing), under terms and conditions approved by the Association, which shall include, *inter alia*: (a) the principal amount of the Subsidiary Financing denominated in Dollars; (b) the rights and obligations of the Project Implementing Entity for its Respective Part of the Project; and (c) the Recipient's right to suspend, terminate or obtain refund of the ON Subsidiary Financing in the event the Project Implementing Entity fails to perform its obligations under the Subsidiary Agreement (MOA-ON Subsidiary Agreement).

(b) The Project Implementing Entity shall exercise its rights and carry out its obligations under the MOA-ON Subsidiary Agreement in such manner as to protect the interests of the Project Implementing Entity and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive the MOA-ON Subsidiary Agreement or any of its provisions.

##### B. **Anti-Corruption**

The Project Implementing Entity shall ensure that its Respective Part of the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

##### C. **Manual**

1. (a) Except as the Association shall otherwise agree, the Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the Project Implementation Manual, and (b) shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof, without the prior written agreement of the Association.
2. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

**D. Safeguards**

1. The Project Implementing Entity shall carry out Parts B.2, B.3 and B.4 of the Project in accordance with the provisions of the Environmental and the Social Management Framework (ESMF), the Pest Management Plan (PMP), and the Resettlement Policy Framework (RPF), and, except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, any provision of the aforementioned.
2. The Project Implementing Entity shall carry out Parts B.2, B.3 and B.4 of the Project in accordance with the provisions of the Environmental Management Plan (EMP), the Environmental and Social Impact Assessment (ESIA), and the Resettlement Action Plan (RAP), as the case may be, under terms and conditions satisfactory to the Association, and, except as the Association shall otherwise agree, the Recipient shall not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, any provision of the aforementioned.
3. In the event of any conflict between the provisions of the ESMF, or the RPF, or the PMP, or the EMP(s), or the ESIA(s) or the RAP(s), if any, and those of this Agreement, the provisions of this Agreement shall prevail.
4. The Project Implementing Entity shall ensure that all legal and administrative and environmental permits and authorizations necessary to carry out Parts B.2, B.3 and B.4 of the Project are secured in a timely manner and with due diligence in compliance with the laws of the Recipient.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators agreed with 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.
2. The Project Implementing Entity shall provide to the Recipient not later than 6 months following the Closing Date, for incorporation in the report referred to in Section 4.08 (c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.

**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 its Respective Part of 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 audited financial statements for each period shall be furnished to the Association not later than six months after the end of the period.

**Section III. Procurement**

All goods, works and services required for the Project Implementing Entity's Respective Part of 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.