

Public Disclosure Authorized

CONFORMED COPY

GEF GRANT NUMBER TF097347- NG

LAMATA Global Environment Facility Project Agreement

(Lagos Urban Transport Project 2)

between

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

and

LAGOS METROPOLITAN AREA TRANSPORT AUTHORITY

Dated November 25, 2010

Public Disclosure Authorized

GEF GRANT NUMBER TF097347- NG

**GLOBAL ENVIRONMENT FACILITY
PROJECT AGREEMENT**

AGREEMENT dated November 25, 2010, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“World Bank”), acting as an Implementing Agency of the Global Environment Facility (“GEF”) and LAGOS METROPOLITAN AREA TRANSPORT AUTHORITY (“LAMATA”) (“LAMATA GEF Project Agreement”) in connection with the GEF Grant Agreement (“GEF Grant Agreement”) of same date between the FEDERAL REPUBLIC OF NIGERIA (“Recipient) and the World Bank, acting as an Implementing Agency of the GEF. The World Bank and LAMATA hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

- 1.01. 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, the IDA Financing Agreement or the Standard Conditions.

ARTICLE II — PROJECT

- 2.01. LAMATA declares its commitment to the objective of the Project. To this end, the LAMATA shall carry out the Project with due diligence and efficiency, in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, and in accordance with the provisions of this Agreement, 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 World Bank and LAMATA shall otherwise agree, the LAMATA shall carry out the Project in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. LAMATA's Representative is its Managing Director.
- 3.02. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

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

- 3.03. LAMATA's Address is:
Lagos Metropolitan Area Transport Authority
Block C, 2nd Floor
1, Motorways Avenue
Alausa, Ikeja
Lagos, Nigeria

Cable:	Facsimile:
GOVLAG	(234) 1 2702783

AGREED at Abuja, Federal Republic of Nigeria, 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: /s/ Onno Ruhl

Authorized Representative

**LAGOS METROPOLITAN AREA TRANSPORT
AUTHORITY**

By: /s/ Dayo Mobereola

Authorized Representative

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. LAMATA shall carry out the Project in accordance with the PIM; and, except as the Recipient and the World Bank shall otherwise agree, shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof; provided, however, that in the event of any conflict between the provisions of the Project Implementation Manual and those of the GEF Grant Agreement or this Agreement, the provisions of the GEF Grant Agreement and this Agreement shall prevail.
2. Work Plans and Budgets
 - (a) LAMATA shall prepare and furnish to the Lagos State not later than November 1 in each year during the implementation of the Project, for forwarding to the Recipient and the World Bank for the latter's approval in accordance with the provisions of Section I.A.2 of Schedule 2 to the GEF Grant Agreement, a proposed annual work plan and related budget containing all activities proposed to be carried out under the Project in the following calendar year.
 - (b) LAMATA shall implement, monitor and evaluate the Annual Work Plan in accordance with the provisions set forth in this Agreement and in more detail in the PIM.

B. Anti-Corruption

LAMATA shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards

1. Except as otherwise agreed in writing by the World Bank, LAMATA shall:
 - (a) carry out the Project in accordance with the provisions of the ESMF, RPF, EMPs and RAPs;
 - (b) if any Annual Work Plan would, pursuant to the ESMF or RPF, require the adoption of an EMP and/or RAP, then ensure that no activities included in the Annual Work Plan shall be implemented unless and until

an EMP and/or RAP, as the case may be, (i) is prepared, in accordance with the ESMF or RPF and furnished to the World Bank for review and approval, and (ii) is approved by the World Bank; and

- (c) in the case of any resettlement activity involving Displaced Persons, ensure that no displacement or restriction of access to legally designated parks and protected areas shall occur before necessary resettlement measures in accordance with the RAP are implemented, including, in the case of displacement, full payment to Displaced Persons of compensation and of other assistance required for relocation, prior to displacement.

2. Without limitation upon its other reporting obligations under this Agreement, LAMATA, in accordance with terms of reference satisfactory to the World Bank: (a) monitor the status of compliance with the ESMF, RPF, and all EMPs and RAPs; and (b) prepare quarterly reports on the results of such monitoring activities (for incorporation in the reports for the same period to be furnished by Lagos State to the Recipient pursuant to Section I.C.3 of the Schedule to the Lagos Agreement and by the Recipient to the World Bank pursuant to Section I.D.2 of the GEF Grant Agreement), and furnish the same to Lagos State, giving details of:

- (a) measures taken in furtherance of such ESMF, RPF, EMPs and RAPs;
- (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such ESMF, RPF, EMPs and RAPs; and
- (c) remedial measures taken or required to be taken to address such conditions.

Thereafter, the LAMATA shall ensure the implementation of such remedial measures, taking into account the views of the World Bank thereon.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. LAMATA shall monitor and evaluate the progress of the Project in the same manner as required of the Recipient in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth in Section II.A.1(b) of Schedule 2 to the GEF Grant Agreement, and shall prepare project reports on such monitoring and evaluation activities in accordance with terms of reference and in form and substance acceptable to the World Bank. Each such Project Report shall cover the period of one calendar quarter, and shall be furnished to Lagos State for incorporation in the report for such period to be furnished by Lagos State to the Recipient pursuant to

Section II.A.1 of the Lagos State GEF Project Agreement (for further incorporation in the report for such period to be furnished by the Recipient to the World Bank pursuant to Section II.A.1 of the GEF Grant Agreement) not later than forty five (45) days after the end of the period covered by such report.

2. LAMATA shall prepare a completion report under terms of reference and in form and substance acceptable to the World Bank, for incorporation in the Recipient's Completion Report required of the Recipient in accordance with the provisions of Section 2.06 of the Standard Conditions. Such completion report shall be furnished to the Recipient not later than three months after Closing Date.

B. Financial Management; Financial Reports; Audits

1. LAMATA 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 LAMATA, including the operations, resources and expenditures related to the Project.
2. LAMATA 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 LAMATA. The audited financial statements for each period shall be furnished to the World Bank not later than six months after the end of the period.

Section III. Procurement

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 provisions of Section III of Schedule 2 to the GEF Grant Agreement.