

# OFFICIAL DOCUMENTS

**The World Bank**  
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

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\_\_\_\_\_ May 15 \_\_\_\_\_, 2017

Mrs. Marieme Diagne Talla  
Permanent Secretary  
Commission Sous-Régionale des Pêches (CSRP)  
Sicap Amitié 3 N° 4430  
Dakar, Senegal

Re: Africa: Advance Agreement for Preparation of Proposed West  
Africa Regional Fisheries Program (WARFP) Phase 2 in Cabo  
Verde, Gambia, Guinea Bissau and Senegal  
Project Preparation Advance No. V092-3A

Madame Permanent Secretary:

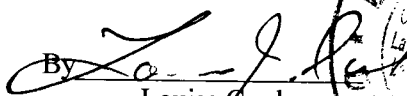
In response to the request for financial assistance made on behalf of the Commission Sous-Régional des Pêches (CRSP) ("Recipient"), I am pleased to inform you that the International Development Association ("World Bank") proposes to extend to the Recipient an advance out of the World Bank's Project Preparation Facility in an amount not to exceed one million five hundred sixty-six thousand seven hundred and twenty-four Dollars (US\$1,566,724) ("Advance") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in financing the activities described in the Annex ("Activities"). The objective of the Activities is to facilitate the preparation of a proposed project designed to increase regional cooperation amongst participating countries, improve regulation of access to priority fisheries, and increase post-harvest value of catch at selected sites ("Project"), for the carrying out of which the Recipient has requested the World Bank's financial assistance.

The Recipient represents, by confirming its agreement below, that: (a) it understands that the provision of the Advance does not constitute or imply any commitment on the part of IBRD or IDA to assist in financing the Project; and (b) it is authorized to enter into this Agreement and to carry out the Activities, repay the Advance and perform its other obligations under this Agreement, all in accordance with the provisions of 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; provided, however, that the offer of this Agreement

shall be deemed withdrawn if the World Bank has not received this countersigned copy within 90 days after the date of signature of this Agreement by the World Bank, unless the World Bank has established a later date for such purpose.

Very truly yours,  
INTERNATIONAL DEVELOPMENT ASSOCIATION

By 

Louise Cord

Country Director for Senegal, Cabo Verde, the Gambia, Guinea-Bissau and Mauritania  
Africa Region



**AGREED:**  
**COMMISSION SOUS-RÉGIONALE DES PÊCHES**

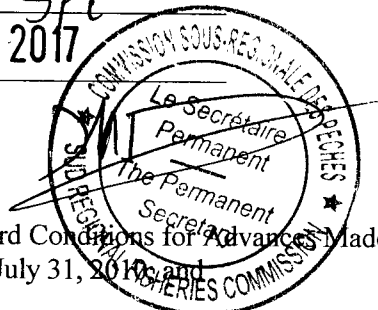
By \_\_\_\_\_  
Authorized Representative

Name: MARIEME DIAGNE TALLA

Title: Sp

Date: 17 MAI 2017

Enclosures:



- (1) "Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility", dated July 31, 2010, and
- (2) Disbursement Letter for the Advance of the same date as this Agreement, together with "Disbursement Guidelines for Investment Project Financing" dated February 2017.

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**Article I**  
**Standard Conditions; Definitions**

1.01. **Standard Conditions.** The Standard Conditions for Advances Made by the World Bank under its Project Preparation Facility dated July 31, 2010 (“Standard Conditions”), 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) “CRSP Treaty” means the intra-governmental convention *Convention portant Création de la Commission Sous-Régionale des Pêches*, dated March 29, 1985, entered into among the Cabo Verde, the Republic of Gambia, the Republic of Guinea-Bissau, the Islamic Republic of Mauritania, the Republic of Senegal and the Republic of Sierra Leone.
- (b) “Operating Costs” means the incremental operating expenses incurred on account of the implementation of the Activities, management and monitoring including on account of operation and maintenance costs of office and office equipment; office supplies, additional staff costs, travel and supervision costs, per diem, but excluding the salaries and indemnities of officials and public servants of the Recipient’s civil service.
- (c) “Participating Countries” mean collectively the Recipient, the Republic of Cabo Verde, the Republic of the Gambia, the Republic of Guinea Bissau, the Republic of Senegal, including the Commission Sous-Régionale des Pêches; and “Participating Country” means individually each and any of the Participating Countries.
- (d) “Training” means the following expenditures incurred in providing training, seminars or workshops including (i) travel by participants and presenters to the training or workshop site; (ii) per diem allowances of such persons during the training, seminars or workshop; (iii) honoraria for the presenters; (iv) rental of facilities; (v) materials, supplies; and (vi) translation and interpretation services.
- (e) “WARFP RCU” means the Regional Coordination Unit established for the purpose of the West Africa Regional Fisheries Program (WARFP) Additional Financing (Grant No. H729-3A, dated October 28, 2011).

**Article II**  
**Execution of the Activities**

2.01. **Description of the Activities.** The Activities for which the Advance is provided consist of the following parts:

- (a) review of other partner support in the region and in each Participating Country, in particular in the fields of stock assessment and surveillance;
- (b) selection of priority fisheries to be supported under the Project;

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- (c) preparation of key investments to improve regulation of access to identified key fisheries;
- (d) screening of potential sites and investments to increase post-harvest value of catch;
- (e) finalization of the Project's results framework and data collection arrangements;
- (f) preparation of Project-related safeguard documents;
- (g) updating of the project manual, hiring needed WARFP RCU specialist(s) and project-related consultations; and
- (h) data collection for the economic analysis.

2.02. ***Execution of the Activities Generally.*** The Recipient declares its commitment to the objectives of the Activities. To this end, the Recipient shall carry out the Activities in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) this Article II; and (c) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011, and as of July 1, 2016.

2.03. ***Institutional and Other Arrangements.*** Without limitation upon paragraph 2.02 above, the Recipient shall maintain throughout the implementation of the Activities the WARFP RCU with staffing with in number and with qualification and terms of reference satisfactory to the World Bank, to be responsible for the day-to-day implementation, as well as the fiduciary responsibilities under the Advance;

2.04. ***Monitoring, Reporting and Evaluation of the Activities.*** The Recipient shall monitor and evaluate the progress of the Activities in accordance with the provisions of Section 2.08 of the Standard Conditions.

2.05. ***Financial Management***

(a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.09 of the Standard Conditions

(b) The Recipient shall ensure that interim un-audited financial reports for the Activities are prepared and furnished to the World Bank not later than forty five 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 Sections 2.09 (b) of the Standard Conditions. A single audit will be conducted covering the duration of PPA together with the first year of the main project; the audit coverage will commence with the fiscal year in which the first withdrawal under the Advance was made and should not cover more than 18 months. The audited Financial Statements for such period shall be furnished to the World Bank not later than six months after the end of such period.

2.06. ***Procurement*** All goods, non-consulting services and consulting services required for the Activities and to be financed out of the proceeds of the Advance shall be procured in accordance with the requirements set forth or referred to in the "World Bank Procurement Regulations for Borrowers under Investment Project Financing" dated July 1, 2016 ("Procurement Regulations") and the provisions of the Recipient's procurement plan for the Activities dated January 26, 2017 ("Procurement Plan") provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

**Article III  
Withdrawal of the Advance**

3.01. **Eligible Expenditures.** The Recipient may withdraw the proceeds of the Advance in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, 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 each category of Eligible Expenditures that may be financed out of the proceeds of the Advance ("Category"), the amount of the Advance allocated to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<b>Category</b>	<b>Amount of the Advance Allocated (expressed in Dollars)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consultants' services, Training, and Operating Costs	1,566,724	100%
<b>TOTAL AMOUNT</b>	1,566,724	

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, except that withdrawals up to an aggregate amount not to exceed \$313,344 equivalent may be made for payments made prior to this date but on or after September 15, 2016 for eligible expenditures under Category (1).

3.03. **Refinancing Date.** The Refinancing Date is June 30, 2018.

**Article IV  
Terms of the Advance**

4.01. **Refinancing under the Refinancing Agreement:** If, on or before the Refinancing Date, a Refinancing Agreement has been executed by all of its parties, then the full amount of the Withdrawn Advance Balance shall be paid to the World Bank as soon as the Refinancing Agreement becomes effective, by means of a withdrawal by the World Bank of such amount of the Refinancing Proceeds, in accordance with the provisions of the Refinancing Agreement.

4.02. **No Repayment in the absence of a Refinancing Agreement:** Notwithstanding any provision to the contrary in the Standard Conditions, if, on or before the Refinancing Date, no Refinancing Agreement has been executed by all of its parties, or if, by such date or at any time thereafter, it has been so executed but terminates without becoming effective, then the Recipient shall not be obligated to repay the Withdrawn Advance Balance.

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**Article V**  
**Additional Remedies**

5.01. ***Additional Events of Suspension.*** The Additional Events of Suspension consist of the following:

(a) IBRD or IDA has declared the Recipient ineligible to receive proceeds of any financing made by IBRD or IDA or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA, as a result of a declaration by another financier that the Recipient is 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 Implementing 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.

(b) The CSRP Treaty, pursuant to which CSRP has been created and is operating, has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Implementing Entity to perform any of its obligations under the Implementation Agreement.

5.02. ***Additional Events of Acceleration.*** The Additional Events of Acceleration consist of the following:

(a) Any event specified in paragraphs (a) and (b) of Section 5.01 of this Agreement occurs.

**Article VI**  
**Recipient's Representative; Addresses**

6.01. ***Recipient's Representative.*** The Recipient's Representative referred to in Section 9.02 of the Standard Conditions is its Permanent Secretary

6.02. ***Recipient's Address.*** The Recipient's Address referred to in Section 9.01 of the Standard Conditions is:

Permanent Secretary  
Commission Sous-Régionale des Pêches (CSRP)  
Sicap Amitié 3 N° 4430  
Dakar, Senegal

Facsimile: (221) 338640477

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6.03. **World Bank's Address.** The World Bank's Address referred to in Section 9.01 of the Standard Conditions is:

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

Telex:

Facsimile:

248423 (MCI) or  
64145 (MCI)

1-202-477-6391

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