

Public Disclosure Authorized

OFFICIAL DOCUMENTS

GRANT NUMBER D1310

Project Agreement

(Regional Disease Surveillance Systems Enhancement Project in West Africa
(REDISSE) – ECOWAS Project under the First Phase of the REDISSE)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WEST AFRICAN HEALTH ORGANIZATION

28 OCT. 2016

Dated _____, 2016

PROJECT AGREEMENT

Agreement dated 28 OCT. 2016, 2016, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and the WEST AFRICAN HEALTH ORGANIZATION (“WAHO” or “Project Implementing Entity”) (“Project Agreement”).

WHEREAS by a financing agreement of even date herewith between the International Development Association (“Association”) and the Economic Community of West African States (“ECOWAS”) (“ECOWAS Financing Agreement”), the Association has agreed to extend to ECOWAS a grant to assist ECOWAS in financing part of the cost of the project described in Schedule 1 to the ECOWAS Financing Agreement (“Project”) on the terms and conditions set forth in the ECOWAS Financing Agreement, but only on condition that WAHO agree to undertake such obligations toward the Association as are set forth in this Agreement; and

WHEREAS WAHO, in consideration of the Association’s entering into the ECOWAS Financing Agreement with ECOWAS, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the Association and WAHO hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to the ECOWAS Financing Agreement) constitute an integral part of this Agreement.
- 1. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the ECOWAS Financing Agreement or the General Conditions or the Preamble, and the term “Annual Work Plan and Budget” and “AWP&B” means, each, the annual work plan and budget to be prepared on an annual basis by WAHO for the Project.

ARTICLE II — PROJECT

- 2.01. WAHO declares its commitment to the objectives of the Project and the Program. To this end, WAHO shall carry out Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 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 Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and WAHO shall otherwise agree, WAHO shall carry out

Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 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 twenty (20) years after the date of this Agreement.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

- 4.01. The WAHO's Representative is its General Director.

- 4.02. The Association's Address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America

Telex:	Facsimile:
248423(MCI)	(1) 202-477-6391

- 4.03. WAHO's Address is:


West African Health Organization
01 BP 153 Bobo 01
Burkina Faso

Facsimile:
(226) 20-97-57 72

AGREED at *Abidjan, Côte d'Ivoire*, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative


Name: _____

Title: _____

28 OCT. 2016

WEST AFRICAN HEALTH ORGANIZATION

By



Authorized Representative

Name: ASSOGES L.A.

Title: DGA / DGDP

28 OCT. 2016

SCHEDULE

Execution of the Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Project Management Unit

WAHO shall carry out the Project through its Project Management Unit, which shall be vested responsibility for management of procurement, contract administration, financial flows, and environmental and social matters. To that end, WAHO shall maintain throughout Project implementation the Project Management Unit adequately provided with financial resources and staffed with personnel with qualifications and experience satisfactory to the Association.

2. Regional Steering Committee

WAHO shall maintain, throughout Project implementation, the Regional Steering Committee within its structure under terms of reference satisfactory to the Association and with financial, technical and administrative resources adequate to enable it to carry out, under the guidance of ECOWAS, the regional oversight and technical coordination of the Project in a timely and diligent manner. The Regional Steering Committee shall consist, *inter alia*, of one representative of each Participating Country, ECOWAS and RAHC as well as the existing staff from WAHO, and shall meet at least twice a year, with the purpose of: (i) reviewing the general progress made under the Project; and (ii) commenting and approving the draft AWP&B to be submitted to the Association.

B. Implementation Arrangements

1. For the purposes of enhancing the provision of services by regional and international institutions in the areas of animal and human health, WAHO shall promptly establish with such organizations effective and suitable arrangements, satisfactory to the Association, whereby:

(a) OIE shall provide technical support and knowledge transfer to RAHC so as to enable RAHC be fully operational and move towards assuming its responsibilities as a specialized technical center for animal health within the first two (2) years of Project implementation;

(b) WAHO shall: (i) delegate to RAHC, supported by OIE in accordance with the provisions of subparagraph (a) above, the operational coordination and implementation of regional animal health activities

under the Project; and (ii) set forth their respective roles and involvement in the implementation of such activities under the Project, including the use, as appropriate, of the services of other human and animal health key technical partners; and

- (c) WAHO shall provide support to Participating Countries through the support and/or retention of services of key technical partners and/or organizations in the areas of animal and human health.

B. Anti-Corruption

WAHO shall ensure that Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

C. Safeguards

1. Works under Part 5.2(iii) of the Project

Prior to the award of each contract for works under Part 5.2(iii) of the Project, WAHO shall verify that the Participating Country in whose territory the works are proposed to be carried out shall have: (i) submitted to the Association for its review and approval the related site-specific ESMP and/or WMP, as the case may be, in accordance with the provisions of the ESMF and in form and substance satisfactory to the Association; (ii) consulted upon and disclosed the site-specific ESMP and/or WMP, as the case may be, so approved by the Association; and (iii) thereafter, ensured that the relevant mitigation and monitoring provisions of the ESMP and/or WMP, as the case may be, are appropriately included in the works contract to be concluded for the site and that they are implemented in the carrying out of Part 5.2(iii) of the Project.

2. Compliance with, and Monitoring of, the Environmental and Social Management Plan, the Waste Management Plan, the Integrated Pest and Vector Management Plan and the Healthcare Medical Waste Management Plan

- (a) WAHO shall follow and apply at all times in the implementation of Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project the provisions of the Environmental and Social Management Framework and of the applicable: (i) Environmental and Social Management Plan; (ii) Waste Management Plan; (iii) Integrated Pest and Vector Management Plan; and (iv) Healthcare Waste Management Plan, as the case may be, all in a timely manner and ensuring that: (A) mitigation and monitoring measures acceptable to the Association are implemented with due diligence and employing appropriate environmental expertise and in accordance with international good practice and standards consistent with those of any international treaties to which the Participating Countries are a party; and

(B) adequate information on the implementation of such measures is appropriately included in the Progress Reports referred to below in Section II.A.1 of this Schedule 2, giving details of: (1) measures taken in furtherance of the ESMP, WMP, IPVMP, and/or HCWMP, as the case may be; (2) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the ESMP, WMP, IPVMP, and/or HCWMP, as the case may be; and (3) remedial measures taken or required to be taken to address such conditions.

- (b) WAHO shall promptly take, or cause to be taken, all remedial measures referred to in the preceding subparagraph (a)(B)(3) of this Section I.C as shall have been agreed by the Association.

D. Project Implementation Manual

WAHO shall:

- (a) take all action required to carry out Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project in accordance with the provisions and requirements set forth or referred to in the Project Implementation Manual;
- (b) not later than three (3) months after the Effective Date, revise and update the Project Implementation Manual in form and substance satisfactory to the Association;
- (c) thereafter, submit recommendations to the Association for its consideration for changes and further updates of the Project Implementation Manual as they may become necessary or advisable during Project implementation in order to achieve the objectives of the Project; and
- (d) not assign, amend, abrogate or waive the Project Implementation Manual or any of its provisions without the prior approval of the Association. Notwithstanding the foregoing, if any of the provisions of the Project Implementation Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail and govern.

E. Annual Work Plan and Budget (AWP&B)

WAHO shall:

- (a) prepare a draft AWP&B for each Fiscal Year, setting forth, *inter alia*: (i) a detailed description of planned Project activities for the following Fiscal Year; (ii) the sources and uses of funds therefor; and (iii) responsibility for execution of said Project activities, budgets, start and completion date, outputs, and monitoring indicators to track progress of each activity;

- (b) on or about November 30 of each Fiscal Year and after considering the comments provided by the Regional Steering Committee, furnish to the Association for its comments and approval, the draft AWP&B and, promptly thereafter, finalize the AWP&B taking into account the Association's views and recommendations thereon; and
- (c) adopt and sign the final version of the AWP&B in the form approved by the Association not later than December 31 of such Fiscal Year.

F. Training

For the purposes of the Training to be provided under Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project and to be delivered through study tours, workshops and conferences, WAHO shall:

- (a) furnish to the Association for its approval, not later than November 30 of each year, a Training program including an explanation of how such training is consistent and conducive to the objectives of the Project and whether it offers the best price/quality ratio, as well as the schedule for its implementation;
- (b) select the trainees in accordance with a transparent process and criteria satisfactory to the Association; and
- (c) furnish to the Association a report of such scope and detail as the Association shall reasonably request, on the results of each Training and the benefits to be derived therefrom.

Section II. Project Monitoring, Reporting and Evaluation

A. Project and Completion Reports

1. WAHO shall monitor and evaluate the progress of Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 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 the Regional Monitoring and Evaluation Indicators. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later two (2) 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. WAHO shall provide to the Recipient not later than three (3) months after 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. Mid-Term Review

WAHO shall:

- (a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with the Regional Monitoring and Evaluation Indicators, the carrying out of Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project and the achievement of the objectives thereof;
- (b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, on or about September 30, 2020, a report integrating the results of the monitoring and evaluation activities and setting out the measures recommended to ensure the efficient carrying out of Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project and the achievement of the objectives thereof during the period following such date; and
- (c) review with the Association, on or about December 31, 2020, or such later date as the Association shall request, the report referred to in the preceding paragraph (b), and, thereafter, take all measures required to ensure the efficient completion of Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Association's views on the matter.

C. Financial Management, Financial Reports and Audits

- 1. WAHO 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 WAHO, including the operations, resources and expenditures related to Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of the Project.
- 2. Without limitation on the provisions of Part A of this Section, WAHO, on behalf of ECOWAS, shall prepare and furnish to the Association not later than forty-five days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
- 2. WAHO 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 WAHO. WAHO shall ensure that the audited financial statements for each period shall be: (i) furnished to the Recipient and the Association not later than six (6) months after the end of the

period; and (ii) made publicly available in a timely fashion and in a manner acceptable to the Association.

Section III. Procurement

All goods, works and services required for Parts 1.1(i), 1.3, 2.3(ii) and (iii), 3.1(ii), 3.2(ii) and (iii) and 5.2 of 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 ECOWAS Financing Agreement.