



GRANT NUMBER D071-3A

Project Agreement

(Sahel Malaria and Neglected Tropical Diseases Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WEST AFRICAN HEALTH ORGANISATION

Dated *December 2*, 2015

PROJECT AGREEMENT

Agreement dated December 2, 2015, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and WEST AFRICAN HEALTH ORGANISATION (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of same date between the ECONOMIC COMMUNITY OF WEST AFRICA STATES (“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 objectives of the Project. To this end, the Project Implementing Entity shall carry out 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 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 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 fifteen years after the date of this Agreement.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

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

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:

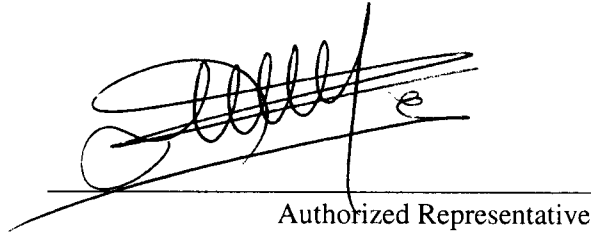
West African Health Organisation (WAHO)
175, Avenue Ouezzin Coulibaly
01 BP 153 Bobo-Dioulasso 01
Burkina Faso

Facsimile:
(226) 20 97 57 72

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

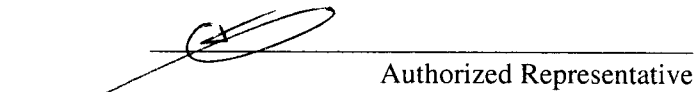

Authorized Representative

Name: RACHID BENMESSALOU

Title: Country Director for Nigeria
Coordinating Director for West Africa
Regional Integration Program

WEST AFRICAN HEALTH ORGANISATION

By


Authorized Representative

Name: Dr Xavier Crespin

Title: DG / WAHO / ECOWAS

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall:
 - (a) establish not later than two month after the Effective Date and thereafter maintain throughout the period of Project implementation its representative in the Regional Steering Committee to provide overall regional guidance and oversight for the Project and to participate in regular meetings; and
 - (b) maintain throughout the period of Project implementation the Project Implementation Unit to run the day-to-day management of the Project, and provide secretariat services to the Regional Steering Committee.

all with the composition, staffing, and powers acceptable to the Association as further described in the Project Operations Manual.

2.
 - (a) The Project Implementing Entity shall, not later than November 30 in each calendar year during Project implementation, prepare, in cooperation with the Regional Steering Committee and furnish to the Association, a draft program of activities proposed for inclusion in the Project during the following calendar year, including: (i) a detailed timetable for the sequencing and implementation of said activities; (ii) the types of expenditures required for such activities; and (iii) the planned procurement methods for the expenditures (“Annual Work Program”).
 - (b) The Project Implementing Entity shall exchange views with the Association on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Project Implementing Entity and the Association.
 - (c) Only those activities which are included in an Annual Work Program shall be financed under the Project. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the Association.

B. Anti-Corruption

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

C. Project Operations Manual

- (a) The Project Implementing Entity shall adopt not later than one month after the Effective Date the Project Operations Manual in form and substance satisfactory to the Association.
- (b) The Project Implementing Entity shall ensure that the Project is carried out in accordance with said Project Operations Manual.
- (c) The Project Implementing Entity shall not amend the Project Operations Manual without the prior written approval of the Association.
- (d) In the event of any conflict between the provisions of the Project Operations Manual and the Financing Agreement or this Agreement, the provisions of the Financing Agreement and this Agreement shall prevail.

D. Conventions for Technical Assistance

- 1. To facilitate the carrying out of the Project, the Project Implementing Entity shall enter into, not later than three months after the Effective Date, and thereafter maintain, agreements between the Project Implementing Entity and the Participating Countries with terms and conditions approved by the Association, as further described in the Project Operations Manual (“Conventions for Technical Assistance”).
- 2. The Project Implementing Entity shall exercise its rights under the Conventions for Technical Assistance in such manner as to protect its interests, the interests of the Participating Countries and those of 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 Conventions for Technical Assistance.
- 3. In the event of any conflict between the provisions of the Conventions for Technical Assistance and the provisions of this Agreement, the provisions of this Agreement shall prevail

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

- 1. The Project Implementing Entity shall monitor and evaluate the progress 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 indicators set forth in the Project Operations Manual and found acceptable to the Association. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later than forty five days after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months after the Closing Date.

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 the Project.
2. Without limitation on the provisions of Part A of this Section, the Project Implementing Entity 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.
3. 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 Project Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the Association not later than six months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Association.

Section III. Procurement

A. General

1. **Goods and Non-consulting Services.** All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Non-consulting Services

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding subject to the following additional provisions: the Recipient shall use the Association's standard bidding documents or other bidding documents which shall have been found acceptable to the Association prior to their use; (b) Limited International Bidding; (c) Shopping; (d) Direct Contracting; (e) Framework Agreement; and (f) Procurement from United Nations Agencies.

C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection:** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Quality-based Selection; (c) Fixed Budget Selection; (d) Selection based on Consultants' Qualifications; (e) Selection of Individual Consultants; (f) Single-source Selection; and (g) Selection of United Nations Agencies.

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. Other Undertakings

1. By December 31, 2017, or such other date as the Association shall agree upon, the Project Implementing Entity shall: (i) carry out jointly with the Recipient and the Association, a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.
2. On or before six months after the Effective Date, the Project Implementing Entity shall hire an external auditor, with terms of reference, experience and skills acceptable to the Association, as further detailed in the Project Operations Manual and in accordance with the provisions of Section III of this Schedule.