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GRANT NUMBER D03 D. R  
GEF GRANT NUMBER TF0 19

# Project Agreement

(MAURITANIA West Africa Regional Fisheries Project  
under the West Africa Regional Fisheries Program)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION;

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
(Acting as an Implementing Entity of the Global Environment Fund)

and

*COMMISSION SOUS-RÉGIONALE DES PÊCHES (CSRP)*

Dated April 17, 2015

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**GRANT NUMBER D039-MR**  
**GEF GRANT NUMBER TF019000**

## **PROJECT AGREEMENT**

Agreement dated April 17, 2015, entered into between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"), the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT acting as an Implementing Entity of the GLOBAL ENVIRONMENT FUND ("World Bank") and the COMMISSION SOUS-RÉGIONALE DES PÊCHES (the Sub-Regional Fisheries Commission, "CSR" or the "Project Implementing Entity") ("Project Agreement").

WHEREAS (A) the Association, the Islamic Republic of Mauritania and the Republic of Guinea have agreed to participate in a the first phase of a program designed under series of projects ("Program", as further defined in the Appendix to this Agreement) to sustainably increase the overall wealth generated by the exploitation of the marine fisheries resources of West Africa and the proportion of that wealth captured by West African countries, by: (i) strengthening their respective capacity to sustainably govern and manage their fisheries; (ii) reducing illegal fishing; (iii) increasing the value and profitability generated by fish resources and the proportion of that value captured by the respective countries; and (iv) supporting the equitable right allocation across sectors to ensure the redistribution of the benefits derived from fishery resources to the national economy;

(B) by a financing agreement of even date herewith between the Islamic Republic of Mauritania ("Recipient") and the Association ("Financing Agreement"), the Association has agreed to extend to the Recipient a grant in an amount equivalent to eight million six hundred thousand Special Drawing Rights (SDR 8,600,000) to assist the Recipient in financing part of the cost of the project described in Schedule 1 to the Financing Agreement (the "Project") on the terms and conditions set forth in the Financing Agreement, but only on condition that Project Implementing Entity agree to undertake such obligations toward the Association as are set forth in this Agreement;

(C) by a grant agreement of even date herewith between the Islamic Republic of Mauritania ("Recipient") and the International Bank for International Development ("World Bank") acting as an Implementing Entity of the Global Environmental Fund ("GEF Grant Agreement"), the World Bank has agreed to extend to the Recipient a grant in an amount of seven million United States of America Dollars (US\$ 7,000,000) to assist the Recipient in financing part of the cost of the project described in Schedule 1 to the GEF Grant Agreement (the "Project") on the terms and conditions set forth in the GEF Grant Agreement, but only on condition that Project Implementing Entity agree to undertake such obligations toward the Association as are set forth in this Agreement; and

WHEREAS the Project Implementing Entity, in consideration of the Association and the World Bank ("World Bank") entering into the Financing Agreement and the GEF Grant Agreement with the Recipient, has agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the World Bank 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. The Standard Conditions (as defined in the Grant Agreement) constitute an integral part of this Agreement.
- 1.03. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Financing Agreement or in the General Conditions or in the Standard Conditions, and the following additional terms have the following meanings:
  - (a) "Regional Annual Work Plans and Budgets" means the annual work plans and budgets for Parts A.1(b) and C.2 of the Project, approved by the World Bank in accordance with the provisions of Section I.E of the Schedule to this Agreement.
  - (b) "Monitoring and Evaluation Indicators" means the agreed monitoring and evaluation indicators set forth in the Regional Operational Manual (as hereinafter defined) to be utilized by the Project Implementing Entity to measure the progress in the implementation of Parts A.1(b) and C.2 of the Project and the degree to which the objective thereof is being achieved.

#### **ARTICLE II — PROJECT**

- 2.01. The Project Implementing Entity declares its commitment to the objective of the Project and the Program. To this end, the Project Implementing Entity shall carry out Parts A.1(b) and C.2 of 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 A.1(b) and C.2 of the Project.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the World Bank and the Project Implementing Entity shall otherwise

agree, the Project Implementing Entity shall carry out Parts A.1(b) and C.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 Project Implementing Entity's Representative is its Permanent Secretary.
- 4.02. The World Bank's Address is:

International Development Association/  
International Bank for Reconstruction and Development  
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:

*Commission Sous-Régionale des Pêches*  
Villa 4430 Karack  
Rue ka-38  
BP 25485  
Dakar  
Republic of Senegal

Facsimile:

(22 ) 33-864-0477

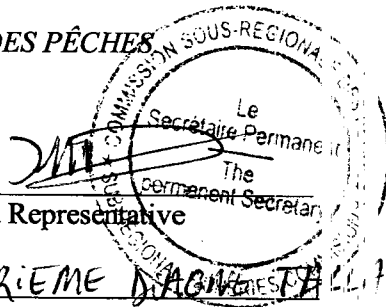
AGREED at *Dakar, Senegal*, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION; and  
INTERNATIONAL BANK FOR RECONSTRUCTION AND  
DEVELOPMENT (Acting as an Implementing Entity of the  
Global Environment Fund)

By *V Songwe*  
Authorized Representative  
Name: Vera Songwe  
Title: Country Director for Mauritania

COMMISSION SOUS-RÉGIONALE DES PÊCHES

By *M. Diagne*  
Authorized Representative  
Name: MARIE ME DIAGNE  
Title: ACTING PERMANENT SECRETARY



## **SCHEDULE**

### **Execution of Parts A.1(b) and C.2 of the Project**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

1. The Project Implementing Entity shall maintain throughout Project implementation, the Regional Coordination Unit ("RCU") with composition, functions and resources satisfactory to the World Bank.
2. The RCU shall be housed at the CSRP premises in Dakar, Republic of Senegal, and is composed of a Regional Coordinator, an accountant, a procurement specialist, and a monitoring and evaluation specialist. The RCU shall report to the Regional Steering Committee, which shall be composed of the Permanent Secretary of the Project Implementing Entity and the Fisheries Directors from each of the Participating Countries.
3. The RCU shall be responsible for the day-to-day coordination and implementation of Parts A.1(b) and C.2 of the Project, including:
  - (a) preparing proposed Regional Annual Work Plans and Budgets for Parts A.1(b) and C.2 of the Project, and updating the Procurement Plan and related budgets regarding Parts A.1(b) and C.2 of the Project to be furnished to the Regional Steering Committee for review, and following such review, to the World Bank for approval;
  - (b) consolidating the Annual Work Plans and Budgets and the updates to the Procurement Plans and related budgets prepared by each of the Participating Countries to be submitted to the World Bank for approval;
  - (c) carrying out financial management and procurement activities for the Program in collaboration with each of the Participating Countries;
  - (d) monitoring and evaluating the Program and preparing consolidated Program reports to be submitted to the Regional Steering Committee and the World Bank by November 30 of each year;
  - (e) implementing ongoing communication activities to raise awareness about the Program and its implementation; and
  - (f) providing training and support to each of the countries under the Program in connection with data collection activities.

4. The Project Implementing Entity understands and agrees that the performance of the RCU shall be subject to the oversight by the Regional Steering Committee.

**B. Anti-Corruption**

The Project Implementing Entity shall ensure that Parts A.1(b) and C.2 of the Project are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**C. Regional Operational Manual**

1. The Project Implementing Entity shall: (i) take all action required to carry out Parts A.1(b) and C.2 of the Project in accordance with the provisions and requirements set forth or referred to in the Regional Operational Manual; (ii) submit recommendations to the World Bank for its consideration for changes and updates of the Regional Operational Manual as may be necessary or advisable during Project implementation in order to achieve the objective of Parts A.1(b) and C.2 of the Project; and (iii) not assign, amend, abrogate or waive the Regional Operational Manual or any of its provisions thereof without the World Bank's prior agreement. Notwithstanding the foregoing, if any of the provisions of the Regional Operational Manual is inconsistent with the provisions of the Financing Agreement, the GEF Trust Fund Grant Agreement or this Agreement, the provisions of the Financing Agreement, the GEF Trust Fund Grant Agreement or the Project Agreement, as the case may be, shall prevail and govern.

**D. Regional Annual Work Plans and Budgets**

The Project Implementing Entity shall prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank not later than November 30 in each calendar year, for the World Bank's consideration, a proposed work plan of activities to be included under Parts A.1(b) and C.2 of the Project for the following calendar year, such plan to include an implementation schedule and budget and financing plan therefor.

2. The Project Implementing Entity shall afford the World Bank a reasonable opportunity to review and exchange views with the Project Implementing Entity on such proposed, as shall have been approved by the World Bank.

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

**A. Project Reports**

1. The Project Implementing Entity shall monitor and evaluate the progress of Parts A.1(b) and C.2 of the Project and prepare Project Reports for Parts A.1(b) and C.2 of the Project in accordance with the provisions of Section 4.08 of the General

Conditions and Section 2.06 of the Standard Conditions, and on the basis of the Regional Monitoring and Evaluation Indicators. Each Project Report shall cover the period of six calendar months, and shall be furnished to the Recipient not later than forty five (45) days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the World Bank of the overall Project Report.

2. The Project Implementing Entity 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 and Section 2.06 of the Standard Conditions (Completion Report) all such information as the Recipient or the World Bank shall reasonably request for the purposes of such Section.

**C. 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 World Bank, 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 Parts A.1(b) and C.2 of the Project.
2. The Project Implementing Entity 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 Project Implementing Entity. 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, works and services required for the Parts A.1(b) and C.2 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.