Project Agreement

(Multimodal Transport Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

CAMRAIL

Dated 20 October, 2014
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 Part B 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 its Respective Part of 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 twenty years after the date of this Agreement.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is its General Manager.

4.02. The Association’s Address is:

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

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

4.03. The Project Implementing Entity’s Address is:

CAMRAIL
BP 766 – Gare de Bessongue
Douala
Cameroun

Telephone:  (237) 30.33.50.26.02  Facsimile:  (237) 33.50.26.04
AGREED at Yaoundé, Cameroon, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Title: ____________________________

CAMRAIL

By

Authorized Representative

Title: ____________________________
SCHEDULE

Execution of the Project Implementing Entity's Respective Part of the Project

Section I. Institutional Arrangements

A. Institutional Arrangements.

1. The Project Implementing Entity shall, throughout the implementation of the Project: (i) be responsible for the overall implementation of Part B of the Project (Project Implementing Entity's "Respective Part of the Project"), and (ii) maintain functions, staffing and resources satisfactory to the Association, for the proper implementation of the Project.

2. Without limitation upon the provisions of the preceding paragraph I.A.1, the Project Implementing Entity shall be responsible for the day-to-day coordination and implementation of its Respective Part of the Project, including, inter alia: (i) preparing proposed annual work plans of activities for inclusion in the Project, and updating the procurement plan and related budgets for its Respective Part of the Project and preparing reports to be consolidated into the Project Reports for the Project Steering Committee's review; (ii) carrying out all financial management, procurement and monitoring and evaluation activities for its Respective Part of the Project; and (iii) ensuring compliance with the Safeguards Instruments.

B. Anti-Corruption

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

C. Project Implementation Manual

1. The Project Implementing Entity shall adopt the Project Implementation Manual, shall carry out its Respective Part of the Project in accordance with said Project Implementation Manual, and shall, not amend, abrogate, waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision of either one thereof, without the prior written consent of the Recipient and the Association.

2. In the event of any conflict between the provisions of the Project Implementation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

D. Annual Work Plans and Budgets

1. Not later than January 1 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Project Implementing Entity shall prepare, a draft annual work plan and budget for its Respective Part of the Project (including Training and Operating Costs) for the subsequent calendar year of Project
implementation, of such scope and detail as the Association shall have reasonably requested.

2. The Project Implementing Entity shall furnish such annual work plan and budget to the Recipient for onward forwarding to the Association and shall afford the Association a reasonable opportunity to review such consolidated annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association ("Annual Work Plan and Budget"). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.

3. Any Training proposed to be included in an Annual Work Plan and Budget, shall include, inter alia: (a) particulars of the Training envisaged; (b) the criteria for selection of the personnel to be trained and such personnel if known; (c) the selection method of the institution or individual's conducting such Training; (d) the institution conducting such Training if identified; (e) the purpose and justification for such Training; (f) the location and duration of the proposed Training; and (g) the estimate of the cost of such Training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Recipient and Association’s prior written approval.

E. Safeguards

1. The Project Implementing Entity shall:

   (a) implement Part B of the Project in accordance with the relevant Safeguards Instruments and

   (b) if any activity under the Project would involve Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures in accordance with the RAP, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken.

2. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall regularly collect, compile and furnish to the Association, reports, in form and substance satisfactory to the Association, on the status of compliance with each Safeguards Instrument, as part of the Project Reports, giving details of:

   (a) measures taken in furtherance of such Safeguards Instrument;

   (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of such Safeguards Instrument; and

   (c) remedial measures taken or required to be taken to address such conditions.
3. The Project Implementing Entity shall ensure that all terms of reference for any technical assistance and studies to be carried out under the Project are consistent with the Association's environmental and social safeguard policies.

4. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Project Implementing Entity shall monitor and evaluate the progress of Part B 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 acceptable to the Association and set forth in the Project Implementation Manual. Each such Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than forty-five (45) days after the end of the period covered by such report.

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 Part B of the Project.

2. 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

All goods, works and services required for Part B 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 Agreements.