

**CONFORMED COPY**

**CREDIT NUMBER 3372 CM**

# **Development Credit Agreement**

**(Petroleum Environment Capacity Enhancement (CAPECE) Project)**

**between**

**REPUBLIC OF CAMEROON**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**Dated July 14, 2000**

**CREDIT NUMBER 3372 CM**

**DEVELOPMENT CREDIT AGREEMENT**

AGREEMENT, dated July 14, 2000, between REPUBLIC OF CAMEROON (the Borrower) and INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) the Borrower, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested the Association to assist in the financing of the Project;

(B) by an agreement to be concluded between Republic of Cameroon (the Borrower) and International Bank for Reconstruction and Development (the Bank) (the PDPP Loan Agreement), the Bank will make a loan to the Borrower in a principal amount of fifty-three million four hundred thousand dollars (\$53,400,000) (the PDPP Loan) to assist in financing part of the Petroleum Development and Pipeline Project (the PDP Project) on the terms and conditions set forth in the PDPP Loan Agreement; and

WHEREAS the Association has agreed, on the basis, inter alia, of the foregoing, to extend the Credit to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

**ARTICLE I**

**General Conditions; Definitions**

Section 1.01. The "General Conditions Applicable to Development Credit Agreements" of the Association, dated January 1, 1985 (as amended through December 2, 1997), with the modifications set forth below (the General Conditions), constitute an integral part of this Agreement:

(a) A new paragraph (c) is added to Section 3.04 to read:

“If the Association shall at any time receive less than the full amount then due and payable to it under the Development Credit Agreement, the Association shall have the right to allocate and apply the amount so received in any manner and for such purposes under the Development Credit Agreement as the Association shall in its sole discretion determine.”; and

(b) Section 11.01 is modified by replacing, in the second sentence, the word “radiogram” with the word “facsimile” and adding a new sentence at the end of the said Section to read:

“Deliveries made by facsimile transmission shall also be confirmed by mail.”

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

- (a) “CFA Franc” or “CFAF” means the currency of the Borrower;
- (b) “EMP” means the environmental management plan, as defined in the PDPP Loan Agreement;
- (c) “ERS Section” means Environment, Route and Security Section of the Permanent Secretariat of the PSMC;
- (d) “MINEF” means the Borrower’s Ministry responsible for environment and forestry;
- (e) “MINEFI” means the Borrower’s Ministry responsible for finance;
- (f) “MINPAT” means the Borrower’s Ministry responsible for public investments and regional development;
- (g) “MINMEE” means the Borrower’s Ministry responsible for mines, water and energy;

(h) "PIM" means the Project Implementation Manual adopted pursuant to Section 6.01 (b) of this Agreement outlining policies, procedures and guidelines to be followed in the implementation of the Project;

(i) "Project Management Report" means each report prepared in accordance with Section 4.02 of this Agreement;

(j) "Project Preparation Advance" means the project preparation advance granted by the Association to the Borrower pursuant to the letter agreement signed on behalf of the Association on June 1, 1995 and on behalf of the Borrower on June 15, 1995;

(k) "PSMC" means the Borrower's Pipeline Steering and Monitoring Committee established and operating pursuant to the Borrower's Decree No. 97/116 dated July 7, 1997 to lay down the terms and conditions of implementing the Borrower's Law No. 96/14 of August 5, 1996 governing the transportation by pipeline of hydrocarbons originating from other countries and Order No. 433 dated August 24, 1999 governing the organization and functioning of the Pipeline Steering and Monitoring Committee; and

(l) "Special Account" means the account referred to in Section 2.02 (b) of this Agreement.

## **ARTICLE II**

### **The Credit**

Section 2.01. The Association agrees to lend to the Borrower, on the terms and conditions set forth or referred to in the Development Credit Agreement, an amount in various currencies equivalent to four million three hundred thousand Special Drawing Rights (SDR 4,300,000).

Section 2.02. (a) The amount of the Credit may be withdrawn from the Credit Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Association shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Credit.

(b) The Borrower may, for the purposes of the Project, open and maintain a special deposit account in a commercial bank on terms and conditions satisfactory to the Association, including appropriate protection against set-off, seizure or attachment.

Deposits into, and payments out of, the Special Account shall be made in accordance with the provisions of Schedule 5 to this Agreement.

(c) Promptly after the Effective Date, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and pay to itself the amount required to repay the principal amount of the Project Preparation Advance withdrawn and outstanding as of such date and to pay all unpaid charges thereon. The unwithdrawn balance of the authorized amount of the Project Preparation Advance shall thereupon be canceled.

Section 2.03. The Closing Date shall be December 31, 2005, or such later date as the Association shall establish. The Association shall promptly notify the Borrower of such later date.

Section 2.04. (a) The Borrower shall pay to the Association a commitment charge on the principal amount of the Credit not withdrawn from time to time at a rate to be set by the Association as of June 30 of each year, but not to exceed the rate of one-half of one percent (1/2 of 1%) per annum.

(b) The commitment charge shall accrue: (i) from the date sixty days after the date of this Agreement (the accrual date) to the respective dates on which amounts shall be withdrawn by the Borrower from the Credit Account or canceled; and (ii) at the rate set as of the June 30 immediately preceding the accrual date and at such other rates as may be set from time to time thereafter pursuant to paragraph (a) above. The rate set as of June 30 in each year shall be applied from the next date in that year specified in Section 2.06 of this Agreement.

(c) The commitment charge shall be paid: (i) at such places as the Association shall reasonably request; (ii) without restrictions of any kind imposed by, or in the territory of, the Borrower; and (iii) in the currency specified in this Agreement for the purposes of Section 4.02 of the General Conditions or in such other eligible currency or currencies as may from time to time be designated or selected pursuant to the provisions of that Section.

Section 2.05. The Borrower shall pay to the Association a service charge at the rate of three-fourths of one percent (3/4 of 1%) per annum on the principal amount of the Credit withdrawn and outstanding from time to time.

Section 2.06. Commitment charges and service charges shall be payable semiannually on June 1 and December 1 in each year.

Section 2.07. (a) Subject to paragraphs (b), (c) and (d) below, the Borrower shall repay the principal amount of the Credit in semiannual installments payable on each June 1 and December 1 commencing December 1, 2010 and ending June 1, 2040. Each installment to and including the installment payable on June 1, 2020 shall be one percent (1%) of such principal amount, and each installment thereafter shall be two percent (2%) of such principal amount.

(b) Whenever: (i) the Borrower's per capita gross national product (GNP), as determined by the Association, shall have exceeded for three consecutive years the level established annually by the Association for determining eligibility to access the Association's resources; and (ii) the Bank shall consider the Borrower creditworthy for Bank lending, the Association may, subsequent to the review and approval thereof by the Executive Directors of the Association and after due consideration by them of the development of the Borrower's economy, modify the repayment of installments under paragraph (a) above by:

- (A) requiring the Borrower to repay twice the amount of each such installment not yet due until the principal amount of the Credit shall have been repaid; and
- (B) requiring the Borrower to commence repayment of the principal amount of the Credit as of the first semiannual payment date referred to in paragraph (a) above falling six months or more after the date on which the Association notifies the Borrower that the events set out in this paragraph (b) have occurred, provided, however, that there shall be a grace period of a minimum of five years on such repayment of principal.

(c) If so requested by the Borrower, the Association may revise the modification referred to in paragraph (b) above to include, in lieu of some or all of the increase in the amounts of such installments, the payment of interest at an annual rate agreed with the Association on the principal amount of the Credit withdrawn and outstanding from time to time, provided that, in the judgment of the Association, such revision shall not change the grant element obtained under the above-mentioned repayment modification.

(d) If, at any time after a modification of terms pursuant to paragraph (b) above, the Association determines that the Borrower's economic condition has deteriorated significantly, the Association may, if so requested by the Borrower, further modify the terms of repayment to conform to the schedule of installments as provided in paragraph (a) above.

Section 2.08. The currency of the French Republic is hereby specified for the purposes of Section 4.02 of the General Conditions.

### **ARTICLE III**

#### **Execution of the Project**

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project as set forth in Schedule 2 to this Agreement and, to this end, shall carry out the Project through the PSMC with due diligence and efficiency and in conformity with appropriate environmental, administrative, financial and economic practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Borrower and the Association shall otherwise agree, the Borrower shall carry out the Project in accordance with the Implementation Program set forth in Schedule 4 to this Agreement.

Section 3.02. Except as the Association shall otherwise agree, procurement of the goods and consultants' services required for the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 3 to this Agreement.

Section 3.03. For the purposes of Section 9.07 of the General Conditions and without limitation thereto, the Borrower shall:

(a) prepare, on the basis of guidelines acceptable to the Association, and furnish to the Association not later than six (6) months after the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Association, a plan for the future operation of the Project; and

(b) afford the Association a reasonable opportunity to exchange views with the Borrower on said plan.

### **ARTICLE IV**

#### **Financial Covenants**

Section 4.01. (a) The Borrower shall establish and maintain a financial management system, including records and accounts, and prepare financial statements in

a format acceptable to the Association, adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Borrower shall:

- (i) have the records, accounts and financial statements referred to in paragraph (a) of this Section and the records and accounts for the Special Account for each fiscal year audited, in accordance with auditing standards acceptable to the Association, consistently applied, by independent auditors acceptable to the Association;
- (ii) furnish to the Association as soon as available, but in any case not later than six months after the end of each such year, (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year as so audited, and (B) an opinion on such statements, records and accounts and a report of such audit, by said auditors, of such scope and in such detail as the Association shall have reasonably requested; and
- (iii) furnish to the Association such other information concerning such records and accounts, and the audit thereof, and concerning said auditors, as the Association may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Credit Account were made on the basis of statements of expenditure, the Borrower shall:

- (i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and separate accounts reflecting such expenditures;
- (ii) ensure that all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures are retained until at least one year after the Association has received the audit report for the fiscal year in which the last withdrawal from the Credit Account was made,
- (iii) enable the Association's representatives to examine such records; and

- (iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

Section 4.02. (a) Without limitation upon the provisions of Section 4.01 of this Agreement, the Borrower shall carry out a time-bound action plan acceptable to the Association for the strengthening of the financial management system referred to in paragraph (a) of said Section 4.01 in order to enable the Borrower, not later than December 31, 2001, or such later date as the Association shall agree, to prepare quarterly Project management reports, acceptable to the Association, each of which:

- (i) (A) sets forth actual sources and applications of funds for the Project, both cumulatively and for the period covered by said report, and projected sources and applications of funds for the Project for the six-month period following the period covered by said report; and (B) shows separately expenditures financed out of the proceeds of the Credit during the period covered by said report and expenditures proposed to be financed out of the proceeds of the Credit during the six-month period following the period covered by said report;
- (ii) (A) describes physical progress in Project implementation, both cumulatively and for the period covered by said report; and (B) explains variances between the actual and previously forecast implementation targets; and
- (iii) sets forth the status of procurement under the Project and expenditures under contracts financed out of the proceeds of the Credit, as at the end of the period covered by said report.

(b) Upon the completion of the action plan referred to in paragraph (a) of this Section, the Borrower shall prepare, in accordance with guidelines acceptable to the Association, and furnish to the Association not later than 45 days after the end of each calendar quarter a Project Management Report for such period.

## **ARTICLE V**

### **Remedies of the Association**

Section 5.01. Pursuant to Section 6.02 (l) of the General Conditions, the following additional event is specified, namely, that the Borrower's Decree No. 97/116 dated July 7, 1997 or Order No. 433 dated August 24, 1999, shall have been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the carrying out of the Project.

Section 5.02. Pursuant to Section 7.01 (h) of the General Conditions, the following additional event is specified, namely, that the event specified in Section 5.01 of this Agreement shall occur.

## **ARTICLE VI**

### **Effective Date; Termination**

Section 6.01. The following events are specified as additional conditions to the effectiveness of the Development Credit Agreement within the meaning of Section 12.01 (b) of the General Conditions:

- (a) the Borrower has adopted a project implementation manual in form and substance satisfactory to the Association; and
- (b) the Borrower has established an adequate financial management system including accounting procedures, satisfactory to the Association, to ensure proper monitoring of Project activities.

Section 6.02. The date one hundred twenty (120) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

## ARTICLE VII

### Representative of the Borrower; Addresses

Section 7.01. The Minister of the Borrower at the time responsible for public investments and regional development is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Ministry of Public Investments  
and Regional Development  
Yaoundé, Cameroon

Cable address:	Telex:	Facsimile:
MINPAT Yaoundé	8203 KN	(237) 22 15 09

With copy to:

Caisse Autonome d'Amortissement  
P.O. Box 7167  
Yaoundé, Cameroon

Cable address:	Telex:	Facsimile:
CAA Yaoundé	8858KN	(237) 22 01 29

Pipeline Steering and Monitoring Committee  
P.O. 955  
Yaoundé, Cameroon

Cable address:	Telex:	Facsimile:
HYDROCAM Yaoundé	8514KN	(237) 20 46 51 (237) 20 98 69

For the Association:

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

Cable address:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI) or 64145 (MCI)	(202) 477 - 6391

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Yaoundé, Cameroon, as of the day and year first above written.

REPUBLIC OF CAMEROON

By /s/ Martin Okouda  
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ André Ryba  
Acting Regional Vice President  
Africa

**SCHEDULE 1**

**Withdrawal of the Proceeds of the Credit**

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Credit, the allocation of the amounts of the Credit to each Category and the percentage of expenditures for items so to be financed in each Category:

<u>Category</u>	<u>Amount of the Credit Allocated (Expressed in SDR Equivalent)</u>	<u>% of Expenditures to be Financed</u>
(1) Equipment, vehicles and supplies	515,000	100 % of foreign expenditures and 85% of local expenditures
(2) Consultants' services (including auditing) and training	3,000,000	100%
(3) Refunding of Project Preparation Advance	750,000	Amount due pursuant to Section 2.02 (c) of this Agreement
(4) Unallocated	35,000	
	<hr/>	
TOTAL	4,300,000	
	<hr/> =====	

2. For the purposes of this Schedule:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Borrower for goods or services supplied from the territory of any country other than that of the Borrower; and

(b) the term "local expenditures" means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower; provided,

however, that if the currency of the Borrower is also that of another country from the territory of which goods or services are supplied, expenditures in such currency for such goods or services shall be deemed to be "foreign expenditures".

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement.

4. The Association may require withdrawals from the Credit Account to be made on the basis of statements of expenditure for expenditures: (a) under contracts for goods costing less than \$50,000 equivalent each; (b) under contracts for the employment of consulting firms or individual consultants costing less than \$50,000 equivalent each; and (c) under contracts for training costing less than \$30,000 equivalent each; all under such terms and conditions satisfactory to the Association.

## SCHEDULE 2

### Description of the Project

The objectives of the Project are: (a) to assist the Borrower to develop and establish a national capacity for the environmental management and monitoring of the PDP Project; and (b) on a medium to long-term basis, to help ensure the environmental sustainability of future projects, programs and policies in the Borrower's petroleum sector; including strengthening the Borrower's capacity to mitigate the negative social and environmental impacts of the PDP Project and the establishment of an environmental regulatory framework for the petroleum sector.

The Project consists of the following parts, subject to such modifications thereof as the Borrower and the Association may agree upon from time to time to achieve such objectives:

#### **Part A: Strengthening the Institutional, Regulatory and Legal Framework**

1. Drafting, dissemination and enforcement of implementing regulations for environmental legislation: strengthening the enforcement capacity of all agencies involved in the EMP implementation and monitoring, through technical advisory services for drafting and implementing environmental legislation and administrative procedures, including the training of staff, other stakeholders and judicial and legal officers, and public information campaigns.
2. Long-Term Vision Study: carrying out of a long-term vision study that will identify and evaluate the options for an effective and sustainable environmental regulatory framework for the petroleum sector, through the provision of technical advisory services.

#### **Part B: Strengthening Coordinating Capacities for Environmental Management**

1. Central Coordination at the Permanent Secretariat of the PSMC: strengthening the capacity for central coordination of the Permanent Secretariat of the PSMC and carrying out training on environmental management, environmental assessment and review, environmental monitoring, design and implementation of environmental mitigating measures, environmental health and administrative matters, through the provision of technical advisory services, training for staff specialized in biophysics, socio-economics and human health, and the carrying out of a program of public information, education and communication.
2. PSMC Field Units: strengthening the capacity of the three field units which report directly to the Permanent Secretariat of the PSMC, through the provision of technical advisory services, carrying out training on natural resources and pollution

prevention and management, as well as on conflict management and public health management, and the acquisition of equipment.

### **Part C: Strengthening Public Intervention Capacity for Environmental Management**

1. Public Health Management: strengthening the capacity of the Borrower's health centers and districts located in the vicinity of the pipeline constructed under the PDP Project, through the acquisition of equipment and medical supplies, the carrying out of building maintenance and laboratory analyses, as well as sub-contracting public awareness and social marketing campaigns to private voluntary organizations.
2. Government Oil Spill Response Planning and Implementation: carrying out a study to design a national emergency oil spill response plan against accidental pollution by hydrocarbons, and initial implementation of the recommendations of said response plan, through the provision of technical advisory services and the acquisition of equipment.
3. Decentralized services of the Borrower's Administration: strengthening the capacity of the Borrower's Ministries responsible for environment, mines, town planning and housing, and transport, and decentralized administrative units of said Ministries in the vicinity of the pipeline constructed under the PDP Project, through the provision of technical advisory services, training in natural resources and pollution prevention and management, as well as on conflict management, and the acquisition of vehicles, communications/information equipment and specialized equipment for measuring and monitoring environmental impacts.

### **Part D: Project Management, Monitoring and Evaluation**

1. International Advisory Panel: preparation and dissemination of reports related to the biophysical environment, marine biology, socio-economy and environmental health through the provision of technical advisory services rendered by an international advisory panel.
2. Project Management, Monitoring and Evaluation: establishment and maintenance of a Project management, monitoring and evaluation system and an environmental management information system to respond to the information needs of the PSMC regarding: (i) the management, monitoring and evaluation of the Project activities; and (ii) the supervision, implementation and monitoring of the EMP.

\* \* \*

The Project is expected to be completed by June 30, 2005.

### **SCHEDULE 3**

#### **Procurement and Consultants' Services**

Section I.      Procurement of Goods

Part A:        General

1. Goods shall be procured in accordance with: (a) the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in January 1995 and revised in January and August 1996, September 1997 and January 1999 (the Guidelines); and (b) the provisions of the following Parts of this Section I.

Part B:        International Competitive Bidding

1. Except as otherwise provided in Part C of this Section, goods shall be procured under contracts awarded in accordance with the provisions of Section II of the Guidelines and paragraph 5 of Appendix 1 thereto.

2. The following provisions shall apply to goods to be procured under contracts awarded in accordance with the provisions of paragraph 1 of this Part B.

(a)      Grouping of Contracts

To the extent practicable, contracts for vehicles and computer equipment shall be grouped in bid packages estimated to cost \$250,000 equivalent or more each.

(b)      Preference for Domestically manufactured Goods

The provisions of paragraphs 2.54 and 2.55 of the Guidelines and Appendix 2 thereto shall apply to goods manufactured in the territory of the Borrower.

Part C:        Other Procurement Procedures

1.        National Competitive Bidding

Goods mainly including office supplies and communication equipment estimated to cost less than \$100,000 equivalent per contract, up to an aggregate amount not to exceed \$260,000 equivalent, may be procured under contracts awarded in accordance with the provisions of paragraphs 3.3 and 3.4 of the Guidelines.

2.        National Shopping

Goods estimated to cost less than \$20,000 equivalent per contract, up to an aggregate amount not to exceed \$55,000 equivalent, may be procured under contracts awarded on the basis of national shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

3. Procurement from UN Agencies

Vehicles may be procured from the Inter-Agency Procurement Services Office of the United Nations (IAPSO) in accordance with the provisions of paragraph 3.9 of the Guidelines and as specified in the PIM.

Part D: Review by the Association of Procurement Decisions

1. Procurement Planning

Prior to the issuance of any invitations to bid for contracts, the proposed procurement plan for the Project shall be furnished to the Association for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Guidelines. Procurement of all goods shall be undertaken in accordance with such procurement plan as shall have been approved by the Association, and with the provisions of said paragraph 1.

2. Prior Review

With respect to each contract for goods estimated to cost the equivalent of \$50,000 or more, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Guidelines shall apply.

Section II. Employment of Consultants

Part A: General

1. Consultants' services shall be procured in accordance with: (a) the provisions of the Introduction and Section IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Association in January 1997 and revised in September 1997 and January 1999 (the Consultant Guidelines); and (b) the provisions of the following Parts of this Section II.

Part B: Quality- and Cost-based Selection

1. Except as otherwise provided in Part C of this Section, consultants' services shall be procured under contracts awarded in accordance with the provisions of Section II of the Consultant Guidelines, paragraph 3 of Appendix 1 thereto, Appendix 2 thereto, and the provisions of paragraphs 3.13 through 3.18 thereof applicable to quality- and cost-based selection of consultants.

2. The following provisions shall apply to consultants' services to be procured under contracts awarded in accordance with the provisions of the preceding paragraph. The short list of consultants for services for the Project, estimated to cost less than \$50,000 equivalent per contract, may comprise entirely national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines.

Part C: Other Procedures for the Selection of Consultants

1. Least-cost Selection

Services for auditing and laboratory analysis estimated to cost less than \$30,000 equivalent per contract may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.6 of the Consultant Guidelines.

2. Selection Based on Consultants' Qualifications

Services estimated to cost less than \$30,000 equivalent per contract, up to an aggregate amount not to exceed \$200,000 equivalent, may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 and 3.7 of the Consultant Guidelines.

3. Single Source Selection

Services for training estimated to cost less than \$30,000 equivalent per contract, up to an aggregate amount not to exceed \$200,000 equivalent, may, with the Association's prior agreement, be procured in accordance with the provisions of paragraphs 3.8 through 3.11 of the Consultant Guidelines.

4. Individual Consultants

Services for lectures and small studies and for tasks that meet the requirements set forth in paragraph 5.1 of the Consultant Guidelines may, with the Association's prior agreement be procured under contracts awarded to individual consultants in accordance with the provisions of paragraphs 5.1 through 5.3 of the Consultant Guidelines.

Part D: Review by the Association of the Selection of Consultants

1. Selection Planning

Prior to the issuance to consultants of any requests for proposals, the proposed plan for the selection of consultants under the Project shall be furnished to the Association for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Consultant Guidelines. Selection of all consultants' services shall be undertaken in accordance with such selection plan as shall have been approved by the Association, and with the provisions of said paragraph 1.

2. Prior Review

(a) With respect to each contract for the employment of consulting firms estimated to cost the equivalent of \$50,000 or more, the procedures set forth in paragraphs 1, 2 (other than the third subparagraph of paragraph 2(a)) and 5 of Appendix 1 to the Consultant Guidelines shall apply.

(b) With respect to each contract for the employment of individual consultants estimated to cost the equivalent of \$50,000 or more, the qualifications, experience, terms of reference and terms of employment of the consultants shall be furnished to the Association for its prior review and approval. The contract shall be awarded only after the said approval shall have been given.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Consultant Guidelines shall apply.

## SCHEDULE 4

### Implementation Program

#### General

1. Except as the Association shall otherwise agree, the Borrower shall carry out the Project in accordance with the provisions of the PIM. The PIM shall not be amended or waived, in whole or in part, in a manner which, in the opinion of the Association, would materially and adversely affect the execution of the Project or the achievement of its objectives.

2. (a) The PIM shall contain, inter alia:
- (i) a detailed description of the institutional set up for Project implementation and monitoring, including the definition of the respective mandates, roles, responsibilities and functions of the PSMC and of the ministries and agencies involved in the carrying out of the Project;
  - (ii) a work plan and schedule for Project implementation;
  - (iii) procedures for procurement, disbursement, accounting and financial management;
  - (iv) detailed list of Project implementation indicators;
  - (v) sources and applications of funds on an annual basis for each ministry and agency involved in the carrying out of the Project; and
  - (vi) other implementation arrangements for the Project, including standard bidding documents for goods and consultants, the list of consultants' services, the terms of reference of the main studies and support services to be carried out, and estimated costs thereof.
- (b) The Borrower shall maintain, until the completion of the Project, the PSMC and its Permanent Secretariat with responsibilities satisfactory to the Association.

(c) The Borrower shall adequately staff the Permanent Secretariat of the PSMC and its field units. To this end, the Borrower shall: (i) inter alios, not later than October 1, 2000, appoint, and thereafter maintain, the heads of the following sections of the Permanent Secretariat of the PSMC: the ERS Section, the Economy and Finance Section, the Administration and Accounting Section and the Engineering and Local Resources Mobilization Section, all with appropriate qualifications and responsibilities; and (ii) furnish to the Association for its approval, the qualifications, experience and terms of reference of the candidates for the positions of technical experts in biophysics, socio-economics, and human health in the field units and promptly upon receipt of the Association's approval, appoint, and thereafter maintain, said staff in said positions with appropriate qualifications and responsibilities.

3. Not later than October 31, 2000, and thereafter by April 30 of each year, the Borrower shall, through the PSMC, furnish to the Association, for its review and approval, proposed detailed work plans and budgets in respect of Project activities for the forthcoming fiscal year.

#### Monitoring and Evaluation

4. The Borrower shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators satisfactory to the Association, the carrying out of the Project, and the achievement of the objectives thereof, as well as the compliance with the requirements of the EMP;

(b) prepare, under terms of reference satisfactory to the Association, and furnish to the Association, beginning on or about April 30, 2001 and thereafter on or about April 30 of each year, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) above, on the progress achieved in the carrying out of the Project and in the compliance with the requirements of the EMP, during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project, the achievement of the objectives thereof and the compliance with the requirements of the EMP, during the period following such date; and

(c) review with the Association, beginning July 30, 2001 and thereafter by July 30 of each year, or such later date as the Association shall request, the report referred to in paragraph (b) above and, thereafter, take all measures required to ensure the efficient completion of the Project, and the achievement of the objectives thereof, as well as the compliance with the requirements of the EMP, based on the conclusions and recommendations of said report and the Association's views on the matter.

## **SCHEDULE 5**

### **Special Account**

1. For the purposes of this Schedule:
  - (a) the term “eligible Categories” means Categories (1) and (2) set forth in the table in paragraph 1 of Schedule 1 to this Agreement;
  - (b) the term “eligible expenditures” means expenditures in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Credit allocated from time to time to the eligible Categories in accordance with the provisions of Schedule 1 to this Agreement; and
  - (c) the term “Authorized Allocation” means an amount equivalent to CFA Francs 180,000,000 to be withdrawn from the Credit Account and deposited into the Special Account pursuant to paragraph 3 (a) of this Schedule, provided, however, that unless the Association shall otherwise agree, the Authorized Allocation shall be limited to an amount equivalent to CFA Francs 90,000,000 until the aggregate amount of withdrawals from the Credit Account plus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions with respect to the Project shall be equal to or exceed the equivalent of SDR 800,000.
2. Payments out of the Special Account shall be made exclusively for eligible expenditures in accordance with the provisions of this Schedule.
3. After the Association has received evidence satisfactory to it that the Special Account has been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:
  - (a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Association a request or requests for deposit into the Special Account of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account such amount or amounts as the Borrower shall have requested.
  - (b) (i) For replenishment of the Special Account, the Borrower shall furnish to the Association requests for deposits into the Special Account at such intervals as the Association shall specify.

- (ii) Prior to or at the time of each such request, the Borrower shall furnish to the Association the documents and other evidence required pursuant to paragraph 4 of this Schedule for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Association shall, on behalf of the Borrower, withdraw from the Credit Account and deposit into the Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for eligible expenditures.

All such deposits shall be withdrawn by the Association from the Credit Account under the respective eligible Categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.

4. For each payment made by the Borrower out of the Special Account, the Borrower shall, at such time as the Association shall reasonably request, furnish to the Association such documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Schedule, the Association shall not be required to make further deposits into the Special Account:

- (a) if, at any time, the Association shall have determined that all further withdrawals should be made by the Borrower directly from the Credit Account in accordance with the provisions of Article V of the General Conditions and paragraph (a) of Section 2.02 of this Agreement;

- (b) if the Borrower shall have failed to furnish to the Association, within the period of time specified in Section 4.01 (b) (ii) of this Agreement, any of the audit reports required to be furnished to the Association pursuant to said Section in respect of the audit of the records and accounts for the Special Account;

- (c) if, at any time, the Association shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Credit Account pursuant to the provisions of Section 6.02 of the General Conditions; or

- (d) once the total unwithdrawn amount of the Credit allocated to the eligible Categories, minus the total amount of all outstanding special commitments entered into by the Association pursuant to Section 5.02 of the General Conditions with respect to the Project, shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the Credit Account of the remaining unwithdrawn amount of the Credit allocated to the eligible Categories shall follow such procedures as the Association shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Association shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Association shall have determined at any time that any payment out of the Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Schedule; or (ii) was not justified by the evidence furnished to the Association, the Borrower shall, promptly upon notice from the Association: (A) provide such additional evidence as the Association may request; or (B) deposit into the Special Account (or, if the Association shall so request, refund to the Association) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Association shall otherwise agree, no further deposit by the Association into the Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Association shall have determined at any time that any amount outstanding in the Special Account will not be required to cover further payments for eligible expenditures, the Borrower shall, promptly upon notice from the Association, refund to the Association such outstanding amount.

(c) The Borrower may, upon notice to the Association, refund to the Association all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Association made pursuant to paragraph 6 (a), (b) and (c) of this Schedule shall be credited to the Credit Account for subsequent withdrawal or for cancellation in accordance with the relevant provisions of this Agreement, including the General Conditions.

## SCHEDULE 6

### Implementation Indicators

Except as the Association shall otherwise agree, the main indicators for monitoring and evaluating the carrying out of the Project, referred to in paragraph 4 (a) of Schedule 4 to this Agreement are the following:

Project Components	Target dates
<p><b>Part A– Strengthening the Institutional, Regulatory and Legal Framework</b></p> <ul style="list-style-type: none"><li>• The following decrees and orders have been published in the Borrower’s Official Journal for the implementation of:<ul style="list-style-type: none"><li>• articles 17-19, 31 and 33, 36, 43 and 47, 21, 30.1 and 38.2, 57.1 and 58, 60 and 61 of the Borrower’s Law No. 96/12 dated August 5, 1996 <u>portant Loi-cadre relatif à la gestion de l’Environnement</u>;</li><li>• articles 7, 18 and 20 of the Borrower’s Law No. 98/15 dated July 14, 1998 related to <u>Etablissements classés dangereux, insalubres ou incommodes</u>; and</li><li>• articles 5 and 10 of the Borrower’s Law No. 96/11 dated August 5, 1996 related to <u>Normalisation</u>.</li></ul></li><li>• Number of trainees in the new regulatory framework: approximately fifty (50).</li><li>• Long-term vision study on effective and sustainable environmental regulatory framework for the petroleum sector completed, including an assessment of the application of the above regulatory and legal framework.</li></ul>	<p>December 31, 2001</p> <p>July 1, 2002</p> <p>July 1, 2004</p>

<p><b>Part B – Strengthening Coordinating Capacities for Environmental Management</b></p> <ul style="list-style-type: none"> <li>• At least ten (10) PSMC trainees in biophysics, socio-economics and health</li> <li>• At least ten (10) civil servants assigned to PSMC field units in biophysics, socio-economics and health.</li> </ul>	<p>July 1, 2001</p> <p>July 1, 2001</p>
<p><b>Part C– Strengthening Public Intervention Capacity for Environmental Management</b></p> <ul style="list-style-type: none"> <li>• Health sector: twenty (20) health centers and districts strengthened</li> <li>• Government Oil Spill Response Plan adopted and published</li> <li>• At least seventy (70) civil servants trained in natural resources management, Oil Spill Response Plan, conflict management, and pollution prevention and management</li> <li>• At least eighty per cent (80%) of civil servants that have received training under the Project stay assigned to the Project.</li> </ul>	<p>July 1, 2002</p> <p>July 1, 2002</p> <p>July 1, 2002</p> <p>July 1, 2004</p>
<p><b>Part D – Project Management, Monitoring and Evaluation</b></p> <ul style="list-style-type: none"> <li>• Environmental management information system (EMIS) in place and fully operational</li> <li>• Project management, monitoring and evaluation system fully operational</li> <li>• Report on EMP supervision and measures taken to ensure compliance with EMP requirements.</li> </ul>	<p>July 1, 2001</p> <p>July 1, 2001</p> <p>Annual</p>