Project Agreement

(Socio-Economic Resilience Strengthening Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

NATIONAL SOCIAL INVESTMENT FUND OF TAJIKISTAN
PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and NATIONAL SOCIAL INVESTMENT FUND OF TAJIKISTAN ("Project Implementing Entity" or "NSIFT") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of the Signature Date between the REPUBLIC OF TAJIKISTAN ("Recipient") and the Association, concerning Grant No. D5000-TJ. 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) apply to and form 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 V of the General Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for the Project.

ARTICLE III — TERMINATION

3.01. For purposes of Section 10.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the Signature Date.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is its Executive Director.

4.02. For purposes of Section 11.01 of the General Conditions: (a) the Association’s address is:

International Development Association
1818 H Street, N.W.
Washington, DC 20433
United States of America; and
(b) the Association’s Electronic Address is:

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

4.03. For purposes of Section 11.01 of the General Conditions: (a) the Project Implementing Entity’s address is:

25 Bekhzod Street
Dushanbe
Tajikistan; and

(b) the Project Implementing Entity’s Electronic Address is:

Telex: Facsimile: Email:
221-87-53 251-00-67 info@nsift.tj
AGREED as of the later of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: [Signature]
Title: [Signature]
Date: March 10, 2020

NATIONAL SOCIAL INVESTMENT FUND OF TAJIKISTAN

By

Authorized Representative

Name: [Signature]
Title: [Signature]
Date: March 10, 2020
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall establish not later than three (3) months after the Effective Date and thereafter maintain, throughout the implementation of the Project, a Project management team with adequate staff and resources acceptable to the Association. The Project management team should include, inter alia, a Project coordinator, a procurement specialist, a financial management specialist, a head engineer, environmental and social safeguard specialists, youth inclusion and livelihood specialists, CDD specialists, and social accountability specialists.

2. The Project Implementing Entity shall carry out the Project in accordance with the Project Manuals, satisfactory to the Association. Except as the Association shall otherwise agree in writing, the PIE shall not to amend, waive, suspend, or abrogate any of the provisions of the Project Manuals without the Association’s prior written agreement. In case of any inconsistency between any of the provisions of the Project Manuals and those of this Agreement, the provisions of this Agreement shall prevail.

3. For purposes of carrying out the youth-related activities under Part 2 of the Project, the Project Implementing Entity shall ensure a technical support role of the Committee for Youth Affairs and Sports in a consultative capacity and as set forth in the POM.

4. The Project Implementing Entity shall ensure provision of technical support (i) of the selected TFPs for purposes of carrying out activities under Part 1 of the Project; and (ii) of the selected IPs for purposes of carrying out activities under Part 2 of the Project, as set forth in this Agreement and the Project Manuals.

5. The Project Implementation Entity shall establish, not later than sixty (60) days after the Effective Date, an automated accounting information system, satisfactory to the Association, for recording Project records and generation of Project financial statements.

B. Subsidiary Agreement

1. The Project Implementing Entity shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and 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 Subsidiary Agreement or any of their provisions.

C. Sub-projects

1. For the implementation of Part 1.1 of the Project, the Project Implementing Entity shall make Sub-grants to selected Beneficiaries with the detailed criteria set forth in the Sub-grants Manual and pursuant to the pertinent Sub-grant Agreement, which shall include the following:

(a) The Project Implementing Entity shall obtain rights adequate to protect its interests and those of the Recipient and the Association, including the right to:

   (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Sub-grant, or obtain a refund of all or any part of the amount of the Sub-grant then withdrawn, upon the Beneficiary’s failure to perform any of its obligations under the Sub-grant Agreement; and

   (ii) require each Beneficiary to:

       (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient;

       (B) provide, promptly as needed, the resources required for the purpose;

       (C) procure the goods, works and services to be financed out of the Sub-grant in accordance with the provisions of this Agreement;

       (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Sub-grant and the achievement of its objectives;

       (E) 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, resources and expenditures related to the Sub-project; and (2) at the Recipient’s or the Association’s or the Project Implementing Entity’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient, the Association and the Project Implementing Entity;

(F) enable the Recipient, the Association and the Project Implementing Entity to inspect the Sub-project, its operation and any relevant records and documents; and

(G) prepare and furnish to the Recipient, the Association and the Project Implementing Entity all such information as the Recipient or the Association or the Project Implementing Entity shall reasonably request relating to the foregoing.

2. The Project Implementing Entity shall exercise its rights under each Sub-grant Agreement in such manner as to protect the interests of the Recipient, the Association and the Project Implementing Entity and to accomplish the purposes of the Financing. Except as the Recipient and the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive any Sub-grant Agreement or any of its provisions.

D. Environmental and Social Standards

1. The Project Implementing Entity shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.

2. Without limitation upon paragraph 1 above, the Project Implementing Entity shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Project Implementing Entity shall ensure that:

(a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and as further specified in the ESCP;

(b) sufficient funds are available to cover the costs of implementing the ESCP;
(c) policies, procedures and qualified staff are maintained to enable it to implement the ESCP, as further specified in the ESCP; and

(d) the ESCP or any provision thereof, is not amended, revised or waived, except as the Association shall otherwise agree in writing and the Recipient has, thereafter, disclosed the revised ECSP.

In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. The Project Implementing Entity shall:

(a) take all measures necessary on its part to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and

(b) promptly notify the Association of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the instruments referenced therein and the Environmental and Social Standards.

4. The Project Implementing Entity shall maintain and publicize the availability of a grievance mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 (b) of the General Conditions and on the basis of the indicators acceptable to the Association. Each such Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Recipient not later than 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.