Project Agreement

(Energy Efficiency Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

and

RÉGIE DE PRODUCTION ET DE DISTRIBUTION
D’EAU ET D’ÉLECTRICITÉ

Dated June 28, 2012
GEF GRANT NUMBER TF012460

PROJECT AGREEMENT

AGREEMENT dated June 28, 2012, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF") and RÉGIE DE PRODUCTION ET DE DISTRIBUTION D’EAU ET D’ÉLECTRICITÉ ("Project Implementing Entity") ("Project Agreement") in connection with the Grant Agreement ("Grant Agreement") of same date between the REPUBLIC OF BURUNDI ("Recipient) and the World Bank. The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions for Grants Made by the World Bank out of Various Funds, dated July 31, 2010 ("Standard Conditions"), 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 Grant Agreement or the Standard Conditions.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objective of the Project. To this end, the Project Implementing Entity shall carry out the Project in accordance with the provisions of Article II of the Standard 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 World Bank 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 — REPRESENTATIVE; ADDRESSES

3.01. The Project Implementing Entity’s Representative is its Director General.

3.02. The World Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, NW
Washington, DC 20433
United States of America

Cable: INTBAFRAD
Telex: 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391

3.03. The Project Implementing Entity’s Address is:

REGIDESO
P. O. Box 660
Bujumbura
Burundi

Facsimile:

257-22-22-65-63
AGREED at Bujumbura, Burundi, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
acting as an Implementing Agency of the Global Environment Facility

By

Authorized Representative

RÉGIE DE PRODUCTION ET DE DISTRIBUTION D'EAU ET D'ÉLECTRICITÉ

By

Authorized Representative
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

Steering Committee

1. The Project Implementing Entity shall, throughout Project implementation, participate through its director-general in the Project Steering Committee.

Project Implementation Unit

2. The Project Implementing Entity shall maintain, throughout Project implementation, the Project Implementation Unit, with an institutional framework, functions, and resources satisfactory to the World Bank for purposes of Project implementation, including the staff referred to in Section I.A.2 (b) of Schedule 2 to the Grant Agreement.

3. Without prejudice to the provisions of paragraph 2 of this Section, the Project Implementing Entity shall be responsible for the day-to-day Project coordination and implementation, including: (i) preparing proposed annual work plans of activities for inclusion in the Project, and updating the Procurement Plan and related budgets and consolidating Project Reports; (ii) carrying out the Project financial management and Project procurement activities; and (iii) monitoring and evaluating the Project.

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. Safeguards.

1. The Project Implementing Entity shall carry out the Project in accordance with the Environmental and Social Management Framework and any Supplemental Social and Environmental Safeguard Instrument prepared for activities under the Project.

2. To this end, the Project Implementing Entity shall carry out all measures set forth or referred to in Section I.E of Schedule 2 to the Grant Agreement, in accordance with the provisions of said Section.
in preparing the Completion Report, the Project Implementing Entity shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

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 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 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 Project Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the World Bank 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 World Bank.

**Section III. Procurement**

All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of Section III of Schedule 2 to the Grant Agreement.

**Section IV. Other Undertakings**

The Project Implementing Entity shall enter into the Subsidiary Agreement referred to in Section 1.B of Schedule 2 to the Grant Agreement between the Recipient and the Project Implementing Entity, under terms and conditions acceptable to the World Bank and shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Project Implementing Entity and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, waive or fail to enforce any provision of the Subsidiary Agreement if any such action may, in the opinion of the World Bank, materially or adversely affect the implementation of the Project.