Project Agreement

(Additional Financing for Urban Water and Sanitation Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

SOCIETE DE PATRIMOINE DES EAUX DU NIGER

Dated July 27, 2016
AGREEMENT dated July 27, 2016, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and SOCIETE DE PATRIMOINE DES EAUX DU NIGER ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between the REPUBLIC OF NIGER ("Recipient") and the Association. 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) 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 1 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 its Respective Part 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 General Director.

4.02. The Association’s Address is:

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

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

4.03. The Project Implementing Entity’s Address is:

    SOCIETE DE PATRIMOINE DES EAUX DU NIGER
    Direction Générale
    BP. 10.738
    NIAMEY
    République du Niger

    Facsimile:

    (227) 20.73.46.40
AGREED at District of Columbia, United States of America, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Authorized Representative

Name: Lynne D. Sherburne-Benz
Title: Acting Vice President

SOCIETE DE PATRIMOINE DES EAUX DU NIGER

By

[Signature]
Authorized Representative

Name: Kané Aïchatou Boulama
Title: Minister of Planning
SCHEDULE

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

Section I. Implementation Arrangements

A. Anti-Corruption

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

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Project Implementing Entity shall enter into a revised Subsidiary Agreement with the Recipient, under terms and conditions approved by the Association, including, inter alia: (a) provision of additional Subsidiary Financing for the Project on the same terms as offered by the Association to the Recipient; (b) the rights and obligations of the Project Implementing Entity to implement the Project; and (c) the Recipient’s right to suspend, terminate or obtain a refund of the Subsidiary Financing in the event the Project Implementing Entity fails to fulfill its obligations under the Subsidiary Agreement.

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

C. Safeguards

1. The Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the guidelines, procedures, timetables and other specifications set forth in the Environmental and Social Management Framework and the Resettlement Policy Framework. In particular, the Project Implementing Entity shall ensure that:

(a) for each activity under its Respective Part of the Project of a type for which the Environmental and Social Management Framework provides that an Environmental and Social Management Plan should be prepared, such Environmental and Social Management Plan, in form and substance satisfactory to the Association, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with
the provisions of the Environmental and Social Management Framework, and the relevant activity is implemented in accordance with its Environmental and Social Management Plan; and

(b) for each activity under its Respective Part of the Project of a type for which the Resettlement Policy Framework provides that a Resettlement Action Plan should be prepared, such Resettlement Action Plan, in form and substance satisfactory to the Association, is effectively prepared and locally disclosed, before the implementation of such activity, in accordance with the provisions of the Resettlement Policy Framework, and the relevant activity is implemented in accordance with its Resettlement Action Plan.

2. Except as the Association shall otherwise agree in writing and subject to compliance with applicable consultation and public disclosure requirements of the Association, the Project Implementing Entity shall not abrogate, amend, repeal, suspend or waive any provisions of any of the Safeguard Documents.

3. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall regularly collect, compile and submit to the Association, on a semi-annual basis, reports on the status of compliance with the Safeguard Documents, giving details of: (a) measures taken in furtherance of the Safeguard Documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguard Documents; and (c) remedial measures taken or required to be taken to address such conditions.

4. In the event that any provision of the Safeguard Documents shall conflict with any provision under this Agreement, the terms of this Agreement shall prevail.

5. The Project Implementing Entity shall ensure that Chance Find Procedure are followed in cases where physical cultural resources are found during the course of Project implementation. The Recipient shall further ensure that Chance Find Procedure clauses are included in civil works contracts and that such clauses are enforced during the course of Project implementation.

D. **Annual Work Plans and Budgets**

1. Each year the Project Implementing Entity shall prepare and furnish to the Recipient: (i) a draft annual work plan and budget for its Respective Part of the Project (including Training and Operating Costs) for each subsequent year of Project implementation, of such scope and detail as the Association shall have reasonably requested; as well as (ii) the Safeguard Documents which may be required for the implementation of the activities included in the draft annual work plans and budgets. Only the activities included in an annual work plan and budget...
expressly approved by the Association (each an “Annual Work Plan and Budget”) are eligible to a financing from the proceeds of the Financing.

2. Training shall be carried out on the basis of Annual Work Plans and Budgets, which shall, inter alia, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (c) the selection method of the institution or individuals 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.

3. The Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the Annual Work Plans and Budgets.

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

E. Project Implementation Manual

1. (a) The Project Implementing Entity is to carry out its Respective Part of the Project in accordance with the Project Implementation Manual; and (b) except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, abrogate, amend, or waive any provision of the Project Implementation Manual.

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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of 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 two 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.

2. The Project Implementing Entity shall provide to the Recipient not later than three (3) months after Closing Date, for incorporation in the report referred to in Section 4.08(c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.
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 its Respective Part 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 (1) 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 (6) 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 the Project Implementing Entity’s Respective Part 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.