OFFICIAL DOCUMENTS

LOAN NUMBER 8811-IN

Project Agreement
(Uttar Pradesh Pro-Poor Tourism Development Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

STATE OF UTTAR PRADESH
PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and STATE OF UTTAR PRADESH ("Project Implementing Entity" or "Uttar Pradesh") ("Project Agreement") in connection with the Loan Agreement ("Loan Agreement") of the Signature Date between INDIA ("Borrower") and the Bank. The Bank 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 Loan 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 Loan 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 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 — REPRESENTATIVE; ADDRESSES

3.01. The Project Implementing Entity’s Representative is its Chief Secretary or any representative he/she may designate in writing.

3.02. For purposes of Section 10.01 of the General Conditions: (a) the Bank’s address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank’s Electronic Address is:

Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
E-mail: jahmad@worldbank.org
3.03. For purposes of Section 10.01 of the General Conditions: (a) the Project Implementing Entity’s address is:

Director General of Tourism
Government of Uttar Pradesh
Paryatan Bhawan,
C-13, Vipin Khand,
Gomti Nagar, Lucknow-226010,
INDIA; and

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

Telex: 91-522-2308993  E-mail: dg1.upt@gmail.com, alsdpropoor@gmail.com
AGREED, as of the latest of the two dates written below.

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By  
Authorized Representative

Name: JOHN D. GROMBLUST
Title: ACTING COUNTRY DIRECTOR, INDIA
Date: DECEMBER 25, 2017

STATE OF UTTAR PRADESH

By  
Authorized Representative

Name: A. K. AWASTHI
Title: PRINCIPAL SECRETARY, TOURISM
Date: DECEMBER 25, 2017
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Uttar Pradesh shall maintain, throughout the period of implementation of the Project:

   (a) the Empowered Committee with a mandate and composition agreed with the Bank. Without limitation on the foregoing, the Empowered Committee shall: (a) be chaired by Uttar Pradesh's Chief Secretary and comprise key state government officials from departments directly involved in the Project; and (b) be responsible for, inter alia: (i) providing high-level policy guidance; (ii) facilitating the inter-governmental coordination of Project activities at central and state levels; (iii) reviewing and approving Project annual budgets; and (iv) ensuring the timely allocation of counterpart funds to the Project; and

   (b) the Steering Committee with a mandate and composition agreed with the Bank. Without limitation on the foregoing, the Steering Committee shall: (a) be chaired by Uttar Pradesh's Principal Secretary/Secretary of the Department of Tourism and comprise key state government officials from departments directly involved in the Project; and (b) be responsible for, inter alia: (i) providing administrative guidance to the Project; and (ii) ensuring that critical aspects of Project implementation are addressed in a timely manner.

2. Uttar Pradesh shall maintain within the Department of Tourism, throughout the period of implementation of the Project, the State Project Coordination Unit, with functions and resources agreed with the Bank, and with staff in adequate numbers and qualifications, experience and terms of reference agreed with the Bank. Without limitation on the foregoing, the State Project Coordination Unit shall be chaired by a Project director and be responsible for, inter alia: (i) carrying out the overall management, procurement, financial management, safeguards, monitoring and reporting activities of the Project; (ii) preparing Project annual work plans; and (iii) providing guidance and technical support to the Technical Support Units and Implementing Entities.

3. By no later than one (1) month after the Effective Date, Uttar Pradesh, through the Department of Tourism, shall establish and thereafter maintain throughout the period of implementation of the Project, two (2) Technical Support Units, or any other number to be agreed with the Bank, with functions and resources agreed with the Bank, and with staff in adequate numbers and qualifications, experience and
terms of reference agreed with the Bank. Without limitation on the foregoing, the Technical Support Units shall: (i) work under the guidance and administrative control of the State Project Coordination Unit; and (ii) be responsible for, inter alia, providing technical support and training to the Implementing Entities for the carrying out of Sub-projects.

B. Institutional Arrangements with Implementing Entities

1. Uttar Pradesh, through the Department of Tourism, shall cause each Implementing Entity to execute, prior to commencing any Project activity in its respective territory (including any Sub-project) a Memorandum of Understanding, under terms and conditions acceptable to the Bank, which shall provide, inter alia, that:

(a) the Implementing Entity declares its commitment to the objective of the Project. To this end, the Implementing Entity shall carry out its respective Sub-project(s) 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 Sub-project(s);

(b) the Implementing Entity shall carry out its respective Sub-project(s) through qualified personnel, in adequate numbers, who shall be responsible for the day-to-day implementation of its respective Sub-project(s);

(c) the Implementing Entity shall select and carry out its respective Sub-project(s) in accordance with the provisions and procedures spelled out in the Operations Manual, the Financial and Procurement Manual, the Environmental and Social Management Framework, the Resettlement Policy Framework, all Safeguard Assessments and Plans applicable to its respective activities, and the Anti-Corruption Guidelines;

(d) prior to the initiation of any Sub-project, the Implementing Entity shall establish, and thereafter maintain throughout Sub-project implementation, local representatives in each of the Targeted Destinations to ensure active participation of local communities in the planning, implementation and oversight of its respective Sub-project(s); and

(e) that Uttar Pradesh shall have the right to suspend or terminate the right of the Implementing Entity to use the proceeds of the Loan provided to the Implementing Entity, and obtain a refund of all any part thereof upon the Implementing Entity’s failure to perform any of its obligations under the Memorandum of Understanding.
2. Uttar Pradesh shall exercise its rights under each Memorandum of Understanding in such a manner as to protect the interests of the Bank and the Borrower and to accomplish the purposes of the Project.

C. Operations Manual

1. Uttar Pradesh shall maintain, throughout the period of implementation of the Project, the Operations Manual, both in form and substance satisfactory to the Bank.

2. Uttar Pradesh shall ensure that the Project is carried out in accordance with the arrangements and procedures set out in the Operations Manual, provided, however, that in the case of any conflict between the arrangements and procedures set out in the Operations Manual and the provisions of this Agreement and/or the Financing Agreement, the provisions of this Agreement and/or the Financing Agreement (as the case may be) shall prevail.

3. Except as the Bank shall otherwise agree in writing, Uttar Pradesh shall not, and shall cause each of the Implementing Entities not to amend, abrogate or waive any provision of the Operations Manual.

D. Safeguards

1. Uttar Pradesh shall ensure that the Project is carried out in accordance with the provisions of the Environmental and Social Management Framework, the Resettlement Policy Framework and the relevant Safeguard Assessments and Plans.

2. Whenever a Safeguard Assessment and Plan shall be required for any proposed Sub-project in accordance with the provisions of the Environmental and Social Management Framework and/or Resettlement Policy Framework, as the case may be, Uttar Pradesh shall, or shall cause the Implementing Entities to:

   (a) prior to the commencement of such Sub-project, proceed to have such Safeguard Assessment and Plan: (i) prepared in accordance with the provisions of the Environmental and Social Management Framework and/or the Resettlement Policy Framework, as the case may be; (ii) furnished to the Bank for review and approval; and (iii) thereafter adopted and disclosed as approved by the Bank, in a manner acceptable to the Bank;

   (b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Assessment and Plan;

   (c) in the case of any resettlement activity under the Project involving Affected Persons, ensure that no displacement shall occur before
necessary resettlement measures consistent with the respective resettlement action plan applicable to such activity have been executed, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, prior to displacement; and

(d) appoint and maintain adequate environmental and social development staff, with functions, powers, resources necessary to review and monitor the implementation of the Safeguard Assessment and Plans of Sub-projects.

3. Uttar Pradesh shall not, and shall cause each of the Implementing Entities not to amend, abrogate or waive, or permit to be amended, abrogated or waived, the Environmental and Social Management Framework, the Resettlement Policy Framework or any Safeguard Assessments and Plans, unless the Bank has provided its prior approval thereof in writing, and Uttar Pradesh or the Implementing Entities, as the case may be, has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.

4. Without limitation on its other reporting obligations under this Agreement, Uttar Pradesh with the support of the Implementing Entities, as the case may be, shall collect, compile and submit to the Bank on a bi-annual basis (or such other frequency as may be agreed with the Bank) consolidated reports on the status of compliance with the Environmental and Social Management Framework, the Resettlement Policy Framework and/or the Safeguard Assessments and Plans, giving details of: (a) measures taken in furtherance of the said instruments; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said measures; and (c) remedial measures taken or required to be taken to address such conditions.

5. In the event of any conflict between the provisions of any of the Environmental and Social Management Framework, the Resettlement Policy Framework, or any Safeguards Assessments and Plans, and the provisions of this Agreement and/or the Financing Agreement, the provisions of this Agreement and/or the Financing Agreement (as the case may be) shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

Uttar Pradesh 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 indicators acceptable to the Bank. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Borrower not later two (2) weeks after the end of the period covered by such report.
Section III. **Procurement**

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