Project Agreement

(Municipal Services Emergency Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

Dated September 12, 2014
PROJECT AGREEMENT

AGREEMENT dated September 12, 2014, entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank") and COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION ("Project Implementing Entity") ("Project Agreement") in connection with the Grant Agreement ("Grant Agreement") of same date between the Lebanese Republic ("Recipient") and the World Bank. The World Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS


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 the President of the Council for Development and Reconstruction.

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:

P.O. Box 11/3170
Tallet Al Serail
Beirut
Lebanese Republic

Facsimile:

961 1 981 252
961 1 981 253
AGREED at Beirut, Lebanese Republic, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By
Authorized Representative

Name: Ferid Belhaj
Title: Country Director

COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION

By
Authorized Representative

Name: Nabil El-Jisr
Title: President
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall maintain overall responsibility for managing and implementing the Project, including responsibility for the procurement and disbursement processes under the Project, the maintenance of Project accounts, the award and supervision of contracts and the employment of consultants, and reporting arrangements. To this end, the Project Implementing Entity shall maintain the Project Management Unit throughout the life of the Project, with functions, staffing, resources, and terms of reference satisfactory to the World Bank.

B. Project Documents

1. The Project Implementing Entity shall, not later than one (1) month after the Effective Date of this Agreement, prepare, adopt, and thereafter implement an Operational Manual, in a manner and substance satisfactory to the World Bank, which manual shall include, inter alia: (i) implementation arrangements; (ii) procurement procedures and standard procurement documentation; (iii) reporting requirements, financial management and audit procedures; (iv) monitoring and evaluation, reporting and communication, including performance indicators; and (v) environmental and social safeguards including the operation of grievance redress mechanism.

2. The Project Implementing Entity shall not assign, amend, abrogate or waive the Operational Manual or any provisions thereof if, in the opinion of the World Bank, such assignment, amendment, abrogation or waiver will materially and adversely affect the implementation of the Project. Any amendments to said manual shall be made with the prior approval of the World Bank.

C. Anti-Corruption

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

D. Environmental and Social Safeguards

1. The Project Implementing Entity shall carry out the Project in accordance with ESMF and RPF and any other Safeguard Document prepared or to be prepared in
accordance with sub-paragraph 2 below, in a manner satisfactory to the World Bank.

2. Whenever an ESMP or RAP (each Safeguard Document) shall be required for any proposed Sub-projects in accordance with the provisions of the ESMF and/or the RPF, the Project Implementing Entity shall:

(a) prior to the commencement of such Sub-project, proceed to have such Safeguard Document: (i) prepared in accordance with the provisions of the ESMF and the RPF, as the case may be; (ii) furnished to the World Bank for review and approval; and (iii) thereafter adopted and disclosed as approved by the World Bank, in a manner acceptable to the World Bank; and

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

(c) in the case of any resettlement activity under the Sub-project involving Displaced Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before necessary resettlement measures consistent with the relevant RAP 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.

3. The Project Implementing Entity shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the ESMF, RPF and any Safeguard Document adopted or to be adopted in accordance with the provisions of paragraph 2 of this Part D, unless the World Bank has provided its prior approval thereof in writing, and the Project Implementing Entity 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, the Project Implementing Entity shall collect, compile and submit to the World Bank each calendar semester (or at such other frequency as may be agreed with the World Bank) consolidated reports on the status of compliance with the RPF, the ESMF, and any other Safeguard Documents prepared for the Project, as applicable, 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.
Section II.  Project Monitoring, Reporting and Evaluation.

A.  Project Reports

1.  The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports for the Project in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators set out in the Operational Manual acceptable to the World Bank. Each such Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2.  The Project Implementing Entity shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

B.  Financial Management; Financial Reports; Audits

1.  The Project Implementing Entity shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2.  The Project Implementing Entity shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than 45 days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3.  The Project Implementing Entity shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Project Implementing Entity. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III.  Procurement

All goods, works, non-consulting services and consultants' 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.