Project Agreement

(Tejaswini: Socioeconomic Empowerment of Adolescent Girls and Young Women Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

STATE OF JHARKHAND

Dated FEBRUARY 23, 2017
PROJECT AGREEMENT

Agreement dated February 23, 2017, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and the STATE OF JHARKHAND ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between INDIA ("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 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 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 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 the Secretary of the Department of Women and Child Development and Social Security, or any person that he/she designates in writing, acting severally.
4.02. The Association’s Address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America

Facsimile:
1-202-477-6391

4.03. The Project Implementing Entity’s Address is:

Secretary
Department of Women and Child Development and
Social Security
3rd Floor Project Bhawan
Dhurwa Ranchi
Jharkhand

Facsimile:
+91 651 2400758
AGREED at NEW DELHI, India, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: JUNAIR KABIR AHMAD

Title: COUNTRY DIRECTOR, INDIA

STATE OF JHARKHAND

By

Authorized Representative

Name: MUKHNEET SINGH BHATIA

Title: PRINCIPAL SECRETARY
Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall vest the overall responsibility for Project coordination and implementation in its Department of Women and Child Development and Social Security ("DWCDSS"), acting through its Jharkhand Women Development Society ("JWDS"), and to this end shall maintain the JWDS in good standing and operation throughout the period of Project implementation.

2. For purposes of paragraph 1 above, the Project Implementing Entity shall:

   (a) maintain, throughout the period of Project implementation, a Project Steering Committee, chaired by the Chief Secretary of the Project Implementing Entity, with membership agreed with the Association and set forth in the OM&IP, including the Development Commissioner and the Principal Secretaries/Secretaries of the key Departments; which body shall serves as Project steering committee for the Project, providing strategic guidance, setting up policy directives, determining priority interventions, facilitating inter-departmental coordination and supervising/overseeing JWDS' carrying out of the Project;

   (b) maintain throughout the period of Project implementation, a Project Implementation Committee, chaired by the Principal Secretary/Secretary of DWCDSS, with membership agreed with the Association and set forth in the OM&IP; which committee shall be vested with such powers, and functions a shall be required for it to: (i) supervise, monitor and review Project implementation by the JWDS including assessing the financial and physical progress thereof; (ii) resolve implementation bottlenecks and provide advice to the PIU for the timely execution of scheduled activities; and (iii) appraise the Project Steering Committee on the overall performance of, and key issues arising from, the Project;

   (c) cause JWDS to maintain, throughout the period of Project implementation, a Project Implementation Unit reporting to the Project Steering Committee, headed by a full-time Project Director and comprised of adequate professional and administrative staff in numbers, with qualifications and experience, and under terms of reference agreed with the Association and set forth in the OM&IP; which unit shall be vested with such powers, budget and functions as shall be required to:
(A) carry out the day-to-day implementation of Project activities including administering the Project procurement and financial management functions; (B) prepare Project budgets and annual plans; (C) monitor the progress of the Project's Components and prepare Project Reports; (D) identify implementation bottlenecks and corrective actions; (E) prepare the Project's Financial Statements and interim unaudited financial reports; (F) ensure the Project's adherence to/compliance with the SITP, the EMP and the OM&IP; and (G) design, develop and implement community outreach and mobilization activities;

(d) prior to commencing Project activity in any particular Select District, cause JWDS to establish within that Select District, and thereafter maintain throughout the period of such activity implementation, a District Resource and Implementation Unit headed by a District Coordinator, assisted by adequate technical specialists and administrative staff in numbers, with qualifications and experience, and under terms of reference agreed with the Association, and set forth in the OM&IP; which unit shall be vested with such powers, budget and functions as shall be required for it to serve as nodal implementing unit for the activities to be carried out in its respective Select District, including providing handholding support and assistance to BRIUs for the execution of Block and community-level activities, as well as coordinating, overseeing, and supervising the implementation thereof;

(e) prior to commencing Project activity in any particular Block within a Select District, cause JWDS to establish (if the Block is in an Intensive Pilot District), or require that the non-governmental organization hired pursuant to Section I.D.1(b) of this Schedule establish (for Blocks in Select Districts other than the Intensive Pilot District), within that Block, and thereafter maintain throughout the period of such activity implementation, a Block Resource and Implementation Unit comprised of three qualified and experienced field coordinators, on each for: (i) bridge education and life skills training; (ii) vocational skills and entrepreneurship training/counseling; and (iii) community mobilization, all of them under terms of reference agreed with the Association, and set forth in the OM&IP. The BRIU shall be vested with such powers, and functions as shall be required for it to liaise with, and assist, non-government organization, community facilitators and/or Training Providers for the provision of training and educational services to AGYW's; and

(f) maintain throughout the period of Project implementation an Inter-departmental District Coordination Committee in each Select District, chaired by the District Magistrate and comprised of officials from various key Departments of Jharkhand as agreed with the Association
and set forth in the OM&IP; which committee shall be vested with such powers, and functions as shall be required to: (i) monitor and review the progress achieved in the implementation of the Project within the respective Select District; (ii) coordinate Project activities and ensure their convergence with initiatives of other Departments; (iii) oversee Block and local-level interventions; and (iv) secure the support of local administration for the carrying out of the Project.

3. For purpose of Section II.B.1 of this Schedule, the Project Implementing Entity shall cause JWDS to hire, by no later than six (6) months after the Effective Date, and thereafter maintain throughout the period of Project implementation, a firm of chartered public accountants, with qualification and experience and under terms of reference agreed with the Association and set forth in the OM&IP, in order to serve as internal auditors and carry out periodic internal audits of JWDS’ accounts pursuant to the protocols and procedures prescribed in the FM Manual.

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. Project Documents

1. The Project Implementing Entity shall, by the earlier of the date which is three (3) months after the Effective Date or the award of the first Performance Contract or Service Agreement, cause the JWDS to prepare Field Guidelines in a manner and substance acceptable to the Association, setting forth, inter alia, the operational procedures, responsibilities and personal and institutional accountability mechanisms for the effective planning, implementation and supervision, and the proposed timeline, to be followed in all community-based interventions, and/or in the provision of non-formal and skills training.

2. The Project Implementing Entity shall, and shall cause JWDS and Tejaswini Clubs to, implement the Project in accordance with the Operations Manual & Implementation Plan ("OM&IP"), the Field Guidelines, the Procurement Manual and the FM Manual; provided however that in the event of conflict between the provisions of said manuals and/or guidelines, on the one hand, and those of this Agreement and/or the Financing Agreement, on the other hand, the provisions of this Agreement and/or the Financing Agreement shall prevail.

3. The Project Implementation Entity shall, and shall cause JWDS to, refrain from amending, suspending, waiving, and/or voiding any provision of the OM&IP, the Field Guidelines, the Procurement Manual and/or the FM Manual, whether in whole or in part, without the prior written concurrence of the Association.
D. Performance Contracts & Service Agreements

1. For purposes of carrying out the activities set forth in sub-Components 1.1.(c), 1.2.(a); 2.1(a) and 2.2.(a) of the Project, the Project Implementing Entity shall cause JWDS to enter into:

   (a) Performance Contracts with Training and Education Providers, under terms and conditions agreed with the Association and set forth in the OM&IP, whereby these Training and Education Providers shall provide their training and education services to eligible/enrolled AGYW (as defined in the OM&IP) at a pre-agreed capitation fee to be paid on the basis of their performance and success; and

   (b) Service Agreements with non-government organizations, under terms and conditions agreed with the Association and set forth in the OM&IP for the carrying out of: (i) community mobilization, including the identification, training and management of facilitators, the identification and enrollment of AGYW; (ii) the formation/coordination of Tejaswini Clubs; (iii) the provision and/or facilitation of AGYW’s formal and non-formal education; (iv) the provision of coaching, bridge education and life skills training to AGYW; and (v) the training of AGYW or the development of market relevant skills and entrepreneurship.

2. Notwithstanding the foregoing, in the event of any conflict between any provision of a Performance Contract or a Service Agreement, on the one side, and any provisions of this Agreement or the Financing Agreement, on the other side, the provisions of this Agreement and those of the Financing Agreement shall prevail.

E. Safeguards

1. The Project Implementing Entity shall ensure, and cause JWDS to ensure, that:

   (a) Project activities are carried out in accordance with: (i) the Environmental Management Plan (“EMP”) and (ii) the Social Inclusion and Tribal Plan (“SITP”) (the EMP and SITP collectively referred to as the “Safeguard Documents”), in each case in a manner and in substance satisfactory to the Association; and

   (b) refrain from taking any action which would prevent or interfere with the implementation of the Safeguard Documents, including any amendment, suspension, waiver, and/or voidance of any provision of the Safeguard Documents, whether in whole or in part, without the prior written concurrence of the Association.
2. For purposes of paragraph 1(a) above, the Project Implementing Entity shall cause JWDS to prepare, by no later than December 31 of each year, commenting on December 31, 2016, an annual social inclusion action plan, in accordance with the provision of the SITP, and in a manner and substance satisfactory to the Association, setting forth the inclusive activities and/or inclusion measures, and targets thereof, to be implemented during the following fiscal year of Project activities to ensure full and meaningful participation of vulnerable groups in the carrying out of the Project and its benefits.

3. The Project Implementing Entity shall ensure, and cause JWDS to ensure, that no activity under the Project shall: (a) require the involuntary acquisition of land or otherwise give rise to Displaced Persons; and/or (b) have, in the opinion of the Association, significant adverse environmental impact that are sensitive, diverse and/or unprecedented.

4. In the event of any conflict between the provisions of any of the Safeguard Documents, on the one hand, and the provisions of this Agreement and/or the Financing Agreement, on the other hand, the provisions of this Agreement and the Financing Agreement shall prevail.

G. Grievance Redress Mechanism

1. The Project Implementing Entity shall maintain and operate, throughout the period of Project implementation, a grievance redress mechanism for the handling of any stakeholder complaint arising out of the implementation of Project activities, including: (a) the eligibility criteria to access the Participatory Grants, Top-up Grants, Facilitators Stipends and/or Beneficiary Stipends; (b) any data error in the processing of applications and/or eligibility verification therefor; and (c) the timely and proper payment of grant/stipend amounts. The operation and procedures of the grievance redress mechanism shall be subject to protocols and guidelines agreed with the Association.

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 in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators agree with the Association. Each such Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Recipient and the Association not later forty five (45) days after the end of the period covered by such report.

2. The Project Implementing Entity shall: (a) prepare the Project execution/completion report referred to in Section 4.08 (c) of the General
Conditions; and (b) furnish such report to the Recipient and the Association no later than six (6) months after the Closing Date.

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 the Project.

2. Without limitation to Part A of this Section, the Project Implementing Entity shall prepare, and/or cause the JWDS to prepare, and furnish to the Association no later than forty five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the expenditures incurred during the quarter in form and substance agreed with the Association.

3. 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 nine (9) 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 and services required for 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.