Trust Fund Project Agreement

(Energy Sector Capacity Building Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an administrator of the Energy Sector Capacity Building Project
Single-Donor Trust Fund)

and

ENERGY AND WATER UTILITIES REGULATORY AUTHORITY

Dated NOVEMBER 4, 2013
GRANT NUMBER TF015902

TRUST FUND PROJECT AGREEMENT

AGREEMENT dated NOVEMBER 4, 2013, entered into between the
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND
INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank") (acting as
administrator of the trust funds provided by the Government of Canada, represented by
the Minister for International Development, acting through the Department of Foreign
Affairs, Trade and Development, for the Energy Sector Capacity Building Project Single-
Donor Trust Fund) and the ENERGY AND WATER UTILITIES REGULATORY
AUTHORITY ("Project Implementing Entity") ("Trust Fund Project Agreement"), in
connection with the Trust Fund Grant Agreement ("Trust Fund Grant Agreement") of
same date, between UNITED REPUBLIC OF TANZANIA ("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 (as referred to in Section 1.01 of the Trust Fund Grant
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 Trust Fund Grant
Agreement (including Appendix thereto) or the Standard 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 Parts A.2(c),
B.2(a) and (b), and E.2 of the Project (Respective Parts of 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 its Respective Parts of 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 its Respective Parts of 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 and
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: INDEVAS 248423 (MCI) or 1-202-477-6391
Facsimile: Washington, D.C. 64145 (MCI)

3.03. The Project Implementing Entity’s Address is:

6th Floor
Harbourview Towers
Samora Avenue
P.O. Box 72175
Dar es Salaam
Tanzania

Facsimile:
+255 0 222123180
AGREED at **NOVEMBER 4, 2013**, as of the day and year first above written.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION (acting as an administrator of the Energy Sector Capacity Building Project Single-Donor Trust Fund)

By:                       
Authorized Representative

Name: **PHILIPPE DONCIER**
Title: **COUNTRY DIRECTOR**

ENERGY AND WATER UTILITIES REGULATORY AUTHORITY

By:                       
Authorized Representative

Name: **Garuna Masebu**
Title: **Director General**
SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity shall: (i) maintain throughout Project implementation, a Project Management Team (PMT) comprising of a Project coordinator, a Project accountant, a Project procurement specialist, and such other staff as may be agreed with the World Bank, all with qualifications and experience and terms of reference satisfactory to the World Bank; and (ii) ensure that the PMT has adequate resources for carrying out its responsibilities under the Project.

2. The PMT shall be responsible for the day-to-day implementation of the Project Implementing Entity’s Respective Parts of the Project.

B. Anti-Corruption

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

C. Safeguards

The Project Implementing Entity shall ensure that the preparation of environmental and social safeguards documents and other technical assistance or preparatory or identification studies, including any feasibility studies, to be supported under the Project are carried out under terms of reference satisfactory to the World Bank and are consistent with, and pay due attention to, the World Bank’s environmental and social safeguards policies, as well as the Recipient’s own laws relating to the environment and social aspects; and in drafting any laws or regulations under the Project, due attention will be given to said policies and laws.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Parts of the Project and prepare Project Reports for its Respective Parts of the Project in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank and set forth in the Operations Guidelines. Each such Project Report shall
cover the period of one quarter and shall be furnished to the Recipient not later
two (2) weeks after the end of the period covered by such report for incorporation
and forwarding by the Recipient to the World Bank of the overall Project Report.

2. The Project Implementing Entity shall provide to the Recipient not later than
three (3) months, for incorporation in the report referred to in Section 2.06 of the
Standard Conditions all such information as the Recipient or the World Bank
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 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 its Respective
Parts of the Project.

2. The Project Implementing Entity shall prepare as part of the Project Report,
interim unaudited financial reports covering each quarter, and furnish them to the
Recipient not later than forty-five (45) days after the end of each calendar quarter
covered by such reports for incorporation and forwarding by the Recipient to the
World Bank.

3. 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 and services required for the Project Implementing Entity’s Respective
Parts of 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
Trust Fund Grant Agreement.

Section IV. Other Undertakings

1. The Project Implementing Entity shall establish, maintain and operate, until the
completion of the Project, in a commercial bank and on terms and conditions
acceptable to the World Bank an account (Project Account) into which it shall
deposit the proceeds of the Grant and out of which it shall incur expenditures for
its Respective Parts of the Project.
2. The Project Implementing Entity shall participate in the semi-annual reviews and Mid-Term Review referred to in Section II.C (2) of Schedule 2 to the Trust Fund Grant Agreement and shall after completion of the Mid-Term Review, implement the relevant recommendations of the Mid-Term Review as agreed with the World Bank.