OFFICIAL DOCUMENTS

GRANT NUMBER D2340-TG

Project Agreement

(Economic Governance Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

OFFICE TOGOLAIS DES RECETTES
PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and OFFICE TOGOLAIS DES RECETTES ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of the Signature Date between the TOGOLESE REPUBLIC ("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) 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 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 Parts B.2 and B.3 of 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 facilities, services and other resources required for its Respective Part of the Project.

ARTICLE III — TERMINATION

3.01. For purposes of Section 10.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty years after the Signature Date.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is the Minister in charge of Finances.

4.02. For purposes of Section 11.01 of the General Conditions: (a) the Association’s address is:

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

(b) the Association’s Electronic Address is:

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

4.03. For purposes of Section 11.01 of the General Conditions: (a) the Project Implementing Entity’s address is:
Commissaire des Impôts
Office Togolais des Recettes
02 B.P. 20823
Lome
Togo

and

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

Telex: 228 22 53 14 00
E-mail: otr@otr.tg
AGREED, as of the latest of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Joelle Dehassic
Title: Country Manager
Date: December 21, 2017

OFFICE TOGOLAIS DES RECETTES

By

[Stamp]

Authorized Representative

Name: Sami Yaya
Title: Minister of Economy and Finance
Date: December 21, 2017
SCHEDULE

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

Section I. Implementation Arrangements

A. Eligible Expenditure Programs and Technical Controls

1. The Project Implementing Entity shall cooperate with the Independent Verifiers, acting as third party auditing experts in order to assess the proper fulfillment of DLIs as set forth in Schedule 3 to the Financing Agreement and confirm the actual spending status of the EEPs.

2. The Project Implementing Entity shall ensure that said assessment and confirmation is included in the bi-annual EEP Spending Reports together with a proposal for disbursement under each Withdrawal, prepared in accordance with the Project Implementation Manual.

3. The Project Implementing Entity will ensure that the EEPs comply with the eligibility criteria and procedures set forth in the Project Implementation Manual.

B. Project Implementation Manual

1. The Project Implementing Entity shall carry out Parts B.2 and B.3 of the Project in accordance with the Project Implementation Manual, and except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate, or waive the Project Implementation Manual, or any provision thereof.

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 3.08 (b) of the General Conditions and on the basis of the indicators acceptable to the Association. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than one month 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's external audit reports shall be submitted every year to the Association not later than six (6) months after the end of the Project Implementing Entity's fiscal year, which is December 31.