Project Agreement

(Niger Solar Electricity Access Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

SOCIÉTÉ NIGÉRIENNE D'ÉLECTRICITÉ

Dated June 24, 2017
PROJECT AGREEMENT

AGREEMENT dated \( \frac{19}{8} \) 2017, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and Société Nigerienne d'Electricité ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between the Republic of Niger ("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 Parts 3 and 4.2 of 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 its Respective Part of 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 its Respective Part of 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 director general.

4.02. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, DC 20433
United States of America

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

4.03. The Project Implementing Entity’s Address is:

B.P. 11202
Niamey
Republic of Niger

Facsimile:

227 20723288
AGREED at Niamey, Republic of Niger, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Siaka Bakoyoko
Title: Country Manager

SOCIÉTÉ NIGÉRIENNE D’ÉLECTRICITÉ

By

Authorized Representative

Name: Halid Allassane
Title: Executive Director
SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements

The Project Implementing Entity shall maintain and cause to be maintained, throughout the Project implementation period, the following, with terms of reference and resources satisfactory to the Association, and with qualified and experienced staff in adequate numbers, to carry out their respective responsibilities related to implementation of the Project: the unit Cellule des Grands Projets at NIGELEC, acting as NIGELEC Project Implementation Unit, will be responsible for the day-to-day operations of the Project, including oversight of the planning, provision of specialized technical support, procurement of service providers, coordination with other authorities, carrying out fiduciary, safeguards and monitoring of the Project as well as preparation of reports and the AWPB for Part 3 and Part 4.2 of the Project, to be submitted to ANPER PIU for consolidation. The NIGELEC PIU will be supported by the following officers: environmental and social safeguard specialist and an accountant.

B. Project Implementation Manual

The Project Implementing Entity shall carry out the Project, and cause the Project to be carried out, in accordance with the Project Implementation Manual, which contains detailed guidelines and procedures for the implementation of the Project, including: general administration, coordination and day to day execution of Project activities including: (A) roles and responsibilities of various entities in the implementation of the Project; (B) financial management, procurement and accounting procedures; (C) social and environmental safeguards; (D) corruption and fraud mitigation measures; (E) monitoring and evaluation; (F) terms and conditions of service agreements; and (G) any other activities to be implemented under the Project, and such other arrangements and procedures as shall be required for the effective implementation of the Project.

C. Subsidiary Agreement

The Project Implementing Entity shall sign a subsidiary agreement with the Recipient, on terms and conditions approved by the Association, which shall include the obligation of the Project Implementing Entity to:
implement the Respective Part of the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices in accordance with the provisions of this Agreement;

ensure that all facilities relevant to said Respective Part of the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;

with respect to records management: (i) maintain records adequate to record the progress of said Respective Part of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Financing and disclose their use in said Respective Part of the Project; (ii) furnish such records and information as may be requested by the Recipient or the Association; and (iii) retain all records evidencing expenditures under said Respective Part of the Project for the period of time specified in the General Conditions; and

enable the Recipient and the Association to inspect the Respective Parts of the Project, their operations and any relevant records and documents.

D. Anti-Corruption

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

E. Safeguards

1. The Project Implementing Entity shall carry out the Project in accordance with the provisions of the Safeguards Instruments.

2. If any Supplemental Social and Environmental Safeguard Instrument is required under any of the Safeguard Instruments, the Project Implementing Entity shall:

(a) (i) prepare such Supplemental Social and Environmental Safeguard Instrument in accordance with the applicable Safeguard Instrument; (ii) carry out consultations upon such Supplemental Social and Environmental Safeguard Instrument; (iii) furnish such Supplemental Social and Environmental Safeguard Instrument to the Association for review and approval; and (iv) thereafter adopt such Supplemental Social and Environmental Safeguard Instrument prior to implementation of the activities; and
(b) subsequently take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument.

3. The Project Implementing Entity shall ensure that all technical assistance under the Project, application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the Association’s environmental and social safeguard policies and the Recipient’s own laws relating to the environment and social aspects.

4. If any activity under the Project would involve Affected Persons, the Project Implementing Entity shall: (a) ensure that no physical or economic displacement shall occur before resettlement measures under a Supplemental Social and Environmental Safeguard Instrument prepared in accordance with the RPF, including, in the case of either physical or economic displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been implemented; and (b) provide from its own resources, any financing required for any measures under sub-paragraph (a) above including any costs associated with land acquisition required for the Project.

5. Without limitation upon its other reporting obligations under this Agreement, the Project Implementing Entity shall for each of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguard Instrument, regularly collect, compile and furnish to the Association reports in form and substance satisfactory to the Association, on the status of compliance with such Safeguard Instrument including the related Supplemental Social and Environmental Safeguard Instrument, as part of the Project Reports, giving details of:

(a) measures taken in furtherance of the Safeguards Instruments including the Supplemental Social and Environmental Safeguard Instruments;

(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the Supplemental Social and Environmental Safeguard Instruments; and

(c) remedial measures taken or required to be taken to address such conditions.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

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 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and as set forth in the PIM. Each such Project Report shall cover the period of one quarter, 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.

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 its Respective Part of the Project.

2. 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 fiscal year of the Project Implementing Entity. The Project Implementing Entity shall provide the Association with a copy of its audited financial statements and the reports of its external and contractual auditors for the duration of the project not later fifteen (15) calendar days after these documents are approved by the competent organs of the Project Implementing Entity.

Section III. Procurement

All goods, works and services required for the Project Implementing Entity’s Respective Part of 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.