Project Agreement

(Education Sector Reconstruction Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

AGENCE BURUNDAISE POUR LA REALISATION DES TRAVAUX D’INTERET PUBLIC

Dated February 27, 2007
PROJECT AGREEMENT

Agreement dated February 27, 2007, between AGENCE BURUNDAISE POUR LA REALISATION DES TRAVAUX D’INTERET PUBLIC (“Project Implementing Entity”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) (“Project Agreement”) in connection with the Financing Agreement of same date between the Republic of Burundi (“Recipient”) and the Association (“Financing Agreement”). The Project Implementing Entity and the Association 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 objective of the Project. To this end, the Project Implementing Entity shall carry out Part 1 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 — REPRESENTATIVE; ADDRESSES

3.01. The Project Implementing Entity’s representative is its Director General.

3.02. The Association’s Address is:

For the Association:

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

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

3.03. The Project Implementing Entity’s Address is:

Agence Burundaise pour la Réalisation des Travaux d’Intérêt Public
P. O. Box 135
Bujumbura
Burundi

Facsimile:
257-246-509
AGREED at Bujumbura, Burundi, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Alassane Sow

Authorized Representative

AGENCE BURUNDAISE POUR LA REALISATION DES TRAVAUX D’INTERET PUBLIC

By /s/ Anselme Habonimana

Authorized Representative
SCHEDULE

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

Section I. Subsidiary Financing, Institutional and Other Arrangements

The Project Implementing Entity shall implement the Project in accordance with the general provisions of Schedule 2 to the Financing Agreement and in accordance with the provisions of the Subsidiary Agreement, the Project Implementation Manual, the Environmental and Social Management Framework, the Resettlement Policy Framework, and any Resettlement Action Plans.

Section II. Project Monitoring, Reporting, Evaluation

A. Project Reports

The Project Implementing Entity shall furnish to the Recipient, no later than January 21 of each year of Project implementation, with a view to its inclusion in the report referred to in Section 4.08 (c) of the General Conditions, any information, in form and substance satisfactory to the Association, that the Recipient or the Association may reasonably request for the purposes of said 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 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. 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 audited financial statements for each period shall be furnished to the Association not later than six months after the end of the period.

Section III. Procurement

All goods, works, and services required for the implementation of the Project shall be procured in accordance with the provisions of Schedule 2 to the Financing Agreement.
Section IV. Other Undertakings

For each year of Project implementation, the Project Implementing Entity shall submit to the Executive Operational Secretariat for approval, in accordance with the provisions of the Project Implementation Manual, an annual action plan, in form and substance satisfactory to the Association, for its Respective Part of the Project, setting out the activities to be implemented under the Project in the following year.