Project Agreement

(Productive Inclusion Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

FONDS SOCIAL DRC

(September 21st, 2012)
PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and Fonds Social DRC ("Project Implementing Entity" or "FSDRC") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of the Signature Date between the Democratic Republic of Congo ("Recipient") and the Association, concerning Grant No. D3580. 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 Part B of the Project (its Respective Part 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 funds, 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 its general coordinator.

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: 248423(MCI)
Facsimile: 1-202-477-6391
4.03. For purposes of Section 11.01 of the General Conditions: (a) the Project Implementing Entity’s address is:

Fonds Social DRC
Avenue Colonel Lukusa No. 11
Kinshasa Gombe
Democratic Republic of Congo; and

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

E-mail:

fondsocialrdc@fondsocial.cd
AGREED as of the later of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: CANNOT
Title: Country Director
Date: 21 September 2018

FONDS SOCIAL DRC

By

Authorized Representative

Name: Prescription K.
Title: Coordinator General
Date: 21 May 2018
SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements

1. To facilitate the implementation of its Respective Part of the Project, the PIE shall maintain at all times during the implementation of its Respective Part of the Project competent staff in adequate numbers with experience and qualifications satisfactory to the Association, all under terms of reference acceptable to the Association.

B. Other Arrangements

1. Project Implementation Manual

(a) The Project Implementing Entity shall carry out its Respective Part of the Project in accordance with the PIM and shall, not amend, abrogate, waive, permit to be amended, abrogated, or waived the aforementioned, or any provisions of either one thereof, without the prior written consent of the Association.

(b) In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

2. Service Agreement

(a) To facilitate the carrying out of Part B of the Project, the Project Implementing Entity shall enter into service agreements with Service Providers selected on the basis of terms of reference, qualifications and experience satisfactory to the Association, to be responsible for, inter alia: (i) carrying out technical studies; (ii) implementing the public works program; and (iii) supervising the public works program, all under terms and conditions approved by the Association (“Service Agreements”).

(b) The Project Implementing Entity shall obtain rights adequate to protect the interests of the Recipient and the Association, including the right to require the Service Provider to:

(i) carry out its activities under its Respective Part of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Financing proceeds other than the Recipient, the Project Implementation Manual, and the Safeguards Instruments;
maintain policies and procedures, adequate to enable the Service Provider to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the activities carried out under its Respective Part of the Project and the achievement of its objectives;

(iii) (A) 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, resources and expenditures related to the activities carried out by the Service Provider under its Respective Part of the Project; and (B) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and furnish promptly to the Recipient and the Association the financial statements as so audited;

(iv) enable the Recipient and the Association to inspect the activities carried out by the Service Provider under its Respective Part of the Project, their operation and any relevant records and documents; and prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing; and

(v) refund any or all part of the amount of the Financing then withdrawn, upon the Recipient's determination that such Service Provider has failed to perform any of the Service Provider's obligations under the Service Agreement.

(c) The Project Implementing Entity shall ensure that the rights of the Recipient are exercised and its obligations carried out under the Service Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any of the Service Agreements or any provisions therein.
implementation of the activity; and (D) incorporate said Supplemental Social and Environmental Safeguards Instruments in the bidding documents; and

(ii) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguard Instrument; and

(b) if any activity under its Respective Part of the Project would involve Affected Persons, ensure that no displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under the RAP, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been taken.

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

(a) measures taken in furtherance of such Supplemental Social and Environmental Safeguard Instrument;

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

(c) remedial measures taken or required to be taken to address such conditions.

3. In the event that any provision of the Safeguards Instruments shall conflict with any provision under this Agreement, the provisions of this Agreement shall prevail.

D. Cash-for-Works Program

In order to achieve the objectives of Part B of the Project, the Project Implementing Entity shall implement the Cash-for-Works (CFW) Program in accordance with eligibility criteria and procedures acceptable to the Association and further detailed in the PIM.

E. Grievance Redress Mechanism

The Project Implementing Entity shall, in relation to its Respective Part of the Project, maintain throughout Project implementation, and publicize the availability of a grievance redress mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
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 5.08 (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 four weeks 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 shall provide to the Recipient not later than four months, for incorporation in the report referred to in Section 5.08 (c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.