Project Agreement

(Employment Opportunities for Vulnerable Youth Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

AGENCE NATIONALE D'APPUI AU DEVELOPPEMENT A LA BASE

Dated APRIL 5, 2017
PROJECT AGREEMENT

Agreement dated April 15, 2017, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and AGENCE NATIONALE D'APPUI AU DÉVELOPPEMENT À LA BASE ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between the REPUBLIC OF TOGO ("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 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 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 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 years after the date of this Agreement.
ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is Director General.

4.02. The Association’s Address is:

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

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

4.03. The Project Implementing Entity’s Address is:

L’Agence nationale d’appui au développement à la base (ANADEB)
Rue 48, Maison 426, Villa Malou
01 BP 2098 Agbanlepédogan, Lomé
République du Togo
Tel: +228 22 43 09 99 / +228 22 27 57 11
AGREED at Lome, Togo, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Makhtar Diop
Title: Vice President Africa Region

AGENCE NATIONALE D'APPORT DÉVELOPPEMENT À LA

By

Representative

Name: Eleonore Kalanga
Title: General Director ANADEB
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. ANADEB Project Unit

(a) The Project Implementing Entity shall maintain, at all times throughout Project implementation, a Project Unit within ANADEB with composition, functions and resources satisfactory to the Association.

(b) Without limitation upon the provisions of Paragraph (a) of Section I.A.2 of this Schedule, the ANADEB Project Unit shall at all times be comprised of qualified and experienced personnel in adequate numbers, and to this end, the Project Implementing Entity shall: (i) maintain, inter alia: a Project coordinator, a financial management specialist, a procurement officer, a monitoring and evaluation specialist, an internal auditor and a focal point for monitoring the Project’s compliance with the Environmental and Social Safeguards Instruments; all with qualifications, experience and terms of reference acceptable to the Association.

(c) The ANADEB Project Unit shall be responsible for the day-to-day Project coordination and implementation, including: (i) preparing proposed annual work plans of activities for inclusion in the Project, updating the Procurement Plan and related budgets and consolidating Project Reports for MDBAJEJ’s review; (ii) carrying out Project financial management and Project procurement activities; and (iii) monitoring and evaluating the Project.

B. Anti-Corruption

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

C. Implementation Agreements

1. In order to carry out Part A.1 of the Project, the Project Implementing Entity shall hire and thereafter maintain the Contractors under implementation agreements ("Implementation Agreements") between the Project Implementing Entity and the Contractors, under terms and conditions approved by the
Association, pursuant to which the Contractors shall, on behalf of and as agent for the Project Implementing Entity undertake to:

(a) carry out those activities under said Part of the Project which are located in the region within its jurisdiction and specified in the Implementation Agreement ("Regional Project Activities"), in accordance with the provisions of the Financing Agreement (including the Project Implementation Manual); and

(b) without limitation on the foregoing, ensure that: (i) all Community Service Sub-projects included in the Regional Project Activities are prepared, approved and implemented in accordance with the provisions of Section L.C of this Schedule; (ii) all goods, works and services required under Part A.1 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 this Schedule; (iii) the Regional Project Activities shall be carried out in accordance with the Anti-Corruption Guidelines; and (iv) the Regional Project Activities shall be monitored and evaluated in accordance with the provisions of Section II of this Schedule.

2. The Project Implementing Entity shall exercise its rights and carry out its objectives under each Implementation Agreement in such manner as to protect the interests of the Project Implementing Entity, 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 Implementation Agreement or any of its provisions.

D. Community Service Stipends

1. The Project Implementing Entity shall cause the Contractors to make each Community Service Stipend under a Community Service Contract with the respective Youth Beneficiary on terms and conditions approved by the Association, which shall include the following:

(a) The Community Service Stipend shall be extended on grant terms and denominated in CFA FRANC;

(b) The Project Implementing Entity shall cause the Contractors to obtain rights adequate to protect its interests, the Recipient’s interests and the interests of the Association, including the right to: (i) suspend or terminate the right of the Youth Beneficiary to use the proceeds of the Community Service Stipend, or declare to be immediately due and payable all or any part of the amount of the Community Service Stipend then withdrawn, upon the Youth Beneficiary’s failure to perform any of
its obligations under the Community Service Contract; and (ii) require each Contractor and Youth Beneficiary to: (A) carry out its Community Service Sub-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 in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Community Service Stipend in accordance with the provisions of the Financing Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Community Service Sub-project and the achievement of its objectives; (E) (1) 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 Community Service Sub-project; and (2) 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 promptly furnish the statements as so audited to the Recipient and the Association; (F) enable the Recipient and the Association to inspect the Community Service Sub-project, its operation and any relevant records and documents; and (G) 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.

2. The Project Implementing Entity shall exercise its rights under each Community Service Contract in such manner as to protect the interests of the Project Implementing Entity, the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive any Community Service Contract or any of its provisions.

E. Payment Agency Contract

1. To facilitate the implementation of Part B.1 of the Project for payments due to Youth Beneficiaries, the Project Implementing Entity shall execute and thereafter maintain a contract (“the Payment Agency Contract”) with the Payment Agency under terms and conditions approved by the Association.

2. The Project Implementing Entity shall exercise its rights under said Payment Agency Contract with the Payment Agency in such manner as to protect the
interests of the Project Implementing Entity, the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive any such Payment Agency Contract or any of its provisions.

F. Business Start-up Grants

1. The Project Implementing Entity shall cause the Payment Agency to make each Business Start-up Grant under a Business Start-up Contract with the respective Youth Beneficiary on terms and conditions approved by the Association, which shall include the following:

(a) The Business Start-up Grant shall be extended on grant terms and denominated in CFA FRANC;

(b) The Project Implementing Entity shall cause the Payment Agency to obtain rights adequate to protect its interests and those of the Association, including the right to: (i) suspend or terminate the right of the Youth Beneficiary to use the proceeds of the Business Start-up Grant, or declare to be immediately due and payable all or any part of the amount of the Business Start-up Grant then withdrawn, upon the Youth Beneficiary’s failure to perform any of its obligations under the Business Start-up Contract; and (ii) require the Payment Agency and each Youth Beneficiary to: (A) carry out its Business Start-up Grant 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 in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Business Start-up Grant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Business Start-up Grant and the achievement of its objectives; (E) (1) 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 Business Start-up Grant; and (2) 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 promptly furnish the statements as so audited to the Recipient and the Association; (F) enable the Recipient and the Association to inspect the Business Start-up Grant, its operation
and any relevant records and documents; and (G) 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.

2. The Project Implementing Entity shall exercise its rights under each Business Start-up Grant Contract in such manner as to protect the interests of the Project Implementing Entity, the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive any Business Start-up Grant Contract or any of its provisions.


1. Prior to the Effective Date, the Project Implementing Entity shall prepare, in cooperation with the Recipient and under the criteria acceptable to the Association, and adopt the Project Implementation Manual for the Project, setting forth, inter alia, the detailed arrangements and procedures for: (i) institutional coordination and day-to-day execution of the Project; (ii) development, approval, monitoring and evaluation of Sub-projects and terms and conditions of, and procedures for award of, Sub-project Grants and Cash Transfers; (iii) disbursement and financial management; (iv) procurement; (v) environmental and social safeguards management; and (vi) monitoring, evaluation, reporting and communication.

2. The Project Implementing Entity shall carry out 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.

3. 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.

H. Annual Work Plans and Budgets.

1. Not later than December 1 in each calendar year (or one month after the Effective Date for the first year of Project implementation), the Project Implementing Entity shall prepare: (a) a draft annual work plan and budget for the Project activities proposed for inclusion in the Project (including proposed Community Service Sub-projects, Training and Operating Costs) for the subsequent calendar year of Project implementation, of such scope and detail as the Association shall have reasonably requested; and (b) any Supplemental Social and Environmental Safeguard Instruments which are required for the implementation of the activities included in the draft annual work plan and budget.
2. The Project Implementing Entity shall furnish such draft annual work plan and budget to the Association and afford the Association a reasonable opportunity to review such draft annual work plan and budget, and thereafter shall carry out such annual work plan and budget during such subsequent calendar year as shall have been approved by the Association ("Annual Work Plan and Budget"). Only those activities that are included in an Annual Work Plan and Budget shall be eligible for financing out of the proceeds of the Financing.

3. For any training proposed to be included in an Annual Work Plan and Budget, the Recipient shall, inter alia, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.

4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association's prior written approval.

I. Safeguards.

1. The Project Implementing Entity, in cooperation with the Recipient, shall ensure that the Project (including each Community Service Sub-project) shall be implemented in accordance with the Safeguards Instruments, and to that end, if any activity under the Project (including a Community Service Sub-project) would require the adoption of any Supplemental Social and Environmental Safeguard Instrument, the Project Implementing Entity:

   (i) shall prepare (A) such Supplemental Social and Environmental Safeguard Instrument in accordance with the applicable ESMF or RPF; (B) furnish such Supplemental Social and Environmental Safeguard Instrument to the Association for review and approval; and (C) adopt such Supplemental Social and Environmental Safeguard Instrument as shall have been approved by the Association prior to implementation of the activity; and

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

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 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 in relation to:

(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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of the indicators set forth in the Project Implementation Manual and 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 two 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.

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 Project Implementing Entity shall ensure that the audited financial statements for each period shall be:
   (a) furnished to the Recipient and the Association not later than six (6) months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Association.
Section III. **Procurement**

All goods, works and services required for 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.

Section IV. **Other Undertakings**

1. Not later than three (3) months after the Effective Date, the Project Implementing Entity and the Recipient shall adopt the Project Implementation Manual in accordance with the provisions of Section 1.G of the Schedule to the Project Agreement.

2. To carry out procurement under the Project, the Project Implementing Entity shall, at all times during Project implementation, maintain the following: (i) a procurement specialist with qualifications, experience and terms of reference acceptable to the Association, (ii) a Procurement Commission; and (iii) a Procurement Oversight Commission.