Project Agreement

(Gender Based Violence Prevention and Response Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

FONDS SOCIAL DRC

September 21st 2018
AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and Fonds Sociale 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. D3330-DRC. 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 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 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 Director.

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) or 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:
N°11, Avenue Colonel Lukusa,
Commune de la Gombe; and

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

Telephone: +243 999305148  Facsimile: +243 999305153  E-mail: fondsocial@fondsocial.cd
AGREED as of the later of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: CAUZ4W

Title: Country Director

Date: 21 September 2019

FONDS SOCIAL DRC

By

Authorized Representative

Name: [Signature]

Title: Coordonateur General

Date: 21/05/2018
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. To facilitate the day-to-day implementation of Project activities, the FSDRC shall maintain at all times during the implementation of the Project within FSDRC, the Project Management Unit ("PMU") with a composition, mandate, staffing and other resources satisfactory to the Association, all in accordance with the provisions of the Project Implementation Manual. To this end, the FSDRC shall recruit and maintain specialists; all under terms of reference and with experience acceptable to the Association.

B. Other Arrangements

1. Project Implementation Manual

(a) To facilitate the implementation of the Project, the FSDRC shall prepare and thereafter maintain, a Project Implementation Manual in form and substance satisfactory to the Association ("PIM"), and such PIM shall include, inter alia, the description of:

(i) detailed institutional arrangements;
(ii) procurement arrangements;
(iii) detailed financial management and disbursement arrangements and audit procedures;
(iv) reporting, monitoring and evaluation arrangements;
(v) eligibility criteria and procedures for the selection of Participating PDHs;
(vi) templates of the relevant Health Service Provider Agreements.

(b) FSDRC shall carry out the Project in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement, the provisions of this Agreement shall prevail.

(c) Except as the Association shall otherwise agree, the FSDRC shall not assign, amend, abrogate or waive the PIM or any provision thereof if, in the
opinion of the Association, such assignment, amendment, abrogation or waiver will materially and adversely affect the implementation of the Project. Any amendments to the said PIM shall be made with the prior agreement of the Association.

2. Health Service Provider Agreements

   (a) FSDRC shall ensure that no Participating PDH shall be eligible for a Performance Grant under Part 2.3 of the Project, unless and until the FSDRC and the Participating PDH have entered into a Health Service Provider Agreement in form and substance acceptable to the Association, setting forth, inter alia: responsibilities and obligations of each party; a description of each eligible GBV Services to be provided by the Participating PDH and number of beneficiaries to be targeted; disbursement requirements and procedures; payment modalities; verification modalities; and other relevant clinical, financial and administrative data required pursuant to the Recipient’s health information (“Health Service Provider Agreements”).

3. GBV Protocol

   (a) FSDRC shall prepare a GBV Protocol that includes individual, interpersonal and community-based prevention and referral activities and measures for GBV victims, under scope and details acceptable to the Association. FSDRC shall carry out the Project in accordance with the GBV Protocol; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of this Agreement or the Safeguard Instruments, the provisions of this Agreement and the Safeguard Instruments shall prevail.

   (b) Except as the Association shall otherwise agree, FSDRC shall not assign, amend, abrogate or waive the GBV Protocol or any provision thereof if, in the opinion of the Association, such assignment, amendment, abrogation or waiver will materially and adversely affect the implementation of the Project. Any amendments to the said GBV Protocol shall be made with the prior agreement of the Association.

C. Immediate Response Mechanism

1. In order to ensure the proper implementation of Part 4 of the Project (“Contingent Emergency Response”) (“CERC Part”), FSDRC shall take the following measures:
(a) prepare and furnish to the Association for its review and approval, an operations manual which shall set forth detailed implementation arrangements for the CERC Part, including: (i) designation of, terms of reference for and resources to be allocated to, the entity to be responsible for coordinating and implementing the CERC Part ("Coordinating Authority"); (ii) specific activities which may be included in the CERC Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the CERC Part; (iv) procurement methods and procedures for Emergency Expenditures to be financed under the CERC Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social safeguard management frameworks for the CERC Part, consistent with the Association's policies on the matter; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the CERC Part;

(b) afford the Association a reasonable opportunity to review said proposed operations manual;

(c) promptly adopt such operations manual for the CERC Part as shall have been approved by the Association ("CERC Operations Manual");

(d) ensure that the CERC Part is carried out in accordance with the CERC Operations Manual; provided, however, that in the event of any inconsistency between the provisions of the CERC Operations Manual and this Agreement, the provisions of this Agreement shall prevail; and

(e) not amend, suspend, abrogate, repeal or waive any provision of the CERC Operations Manual without prior approval by the Association.

2. The FSDRC shall, throughout the implementation of the CERC Part, maintain the Coordinating Authority, with adequate staff and resources satisfactory to the Association.

3. The FSDRC shall undertake no activities under the CERC Part (and no activities shall be included in the CERC Part) unless and until the following conditions have been met in respect of said activities:

(a) The Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the CERC Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
(b) The Recipient has prepared and disclosed all safeguards instruments required for said activities, in accordance with the CERC Operations Manual, the Association has approved all such instruments, and the Recipient has implemented any actions which are required to be taken under said instruments.
D. Safeguards

1. FSDRC shall ensure that the Project is carried out in accordance with the provisions of the ESMF, and to that end, if any activity included in Program would, pursuant to the ESMF, require the adoption of an ESMP:

(a) (i) prepare such ESMP and furnish it to the Association for review and approval in accordance with the ESMF; and (ii) thereafter disclose such ESMP as required by the ESMF and approved by the Association prior to implementation of the activity in question; and (iii) thereafter implement the ESMP during the Project implementation; and (v) incorporate said ESMP in the bidding documents; and

(b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESMP.

2. FSDRC shall ensure that the Project is carried out in accordance with the provisions of the IPPF and to that end, if any activity included in Project would, pursuant to the IPPF, require the adoption of an IPP:

(a) (i) prepare such IPP and furnish it to the Association for review and approval; and (ii) thereafter adopt such IPP prior to implementation of the activity in question; and

(b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such IPP.

3. FSDRC shall ensure that all technical assistance under the Project, 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 safeguards policies and the Recipient's own laws relating to the environment and social aspects.

4. FSDRC shall ensure that employees, agents, service providers, contractors and subcontractors carry out the Project in conformity with acceptable environmental and social standards, practices and codes of conduct (which shall, inter alia, contain measures that prohibit, endeavour to prevent and address Project-related gender based violence and sexual exploitation and abuse), the provisions of the Recipient's environmental and social laws.

5. FSDRC shall ensure that relevant environmental and social mitigation measures and clauses are included in the tender documents in accordance with the Safeguards Instruments, in addition to ensuring that Contractors' EMPs/ESMPs are approved
by the Association prior to commencement of works subject to environmental and social assessment.

6. FSDRC shall ensure that any Project activities related to agriculture are carried out in accordance with good practices and accordance with the ESMF.

7. Without limitation upon its other reporting obligations under this Agreement, FSDRC shall collect, compile and furnish to the Association on a calendar semester basis (or with more frequency or in a separate report whenever the circumstances warrant), reports in form and substance satisfactory to the Association, on the status of compliance with the Safeguard Instruments, 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 including but not limited to the implementation of a grievance redress mechanism.

8. FSDRC shall, and shall cause to, throughout Project implementation, maintain and publicize the availability of Project-level grievance and feedback and redress mechanism, in a form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints and feedback raised in relation to the Project, and take, all measures necessary to implement the determinations made by said grievance feedback and redress mechanism in a manner satisfactory to the Association.

9. FSDRC shall not amend, abrogate, repeal, suspend, waive, or otherwise fail to enforce, or permit to be amended, abrogated, repealed, suspended or waived any of the Safeguard Instruments or any provision thereof without the prior written approval of the Association. In case of inconsistency between this Agreement and any of the Safeguard Instruments, the terms 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 the Project and prepare Project Reports 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 45 days
after the end of the period covered by such report for 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 three months after the Closing Date, 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.