Project Agreement

(FATA Temporarily Displaced Peoples Emergency Recovery Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

NATIONAL DATABASE AND REGISTRATION AUTHORITY

Dated September 23, 2015
PROJECT AGREEMENT

AGREEMENT dated September 23, 2015, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and the NATIONAL DATABASE AND REGISTRATION AUTHORITY ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between the ISLAMIC REPUBLIC OF PAKISTAN ("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 objective of the Project. To this end, the Project Implementing Entity shall carry out its Respective Parts 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 Chief Projects Officer.
4.02. The Association’s Address is:

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

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

4.03. The Project Implementing Entity’s Address is:

National Database and Registration Authority
State Bank Building
Sector G 5/2
Islamabad
Islamic Republic of Pakistan

Facsimile:
92-51-9208613
AGREED at Islamabad, Islamic Republic of Pakistan, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Rashid Bennassaid
Title: Country Director

NATIONAL DATABASE AND REGISTRATION AUTHORITY

By

Authorized Representative

Name: Zulfiqar Ahmad
Title: Director General
SCHEDULE

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

Section I. Implementation Arrangements

A. Implementation Agreement and Project Operations Manual

1. The Project Implementing Entity shall enter into: (a) an Implementation Agreement with the Recipient, the FATA Secretariat, and (b) an Agency Agreement with the Recipient, the FATA Secretariat and the Payment Agents, both such agreements under terms and conditions acceptable to the Association; and shall exercise its rights thereunder in such manner as to protect the interest of 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 the Implementation Agreement and/or the Agency Agreement or any of their provisions.

2. The Project Implementing Entity shall carry out the Project in accordance with the provisions of the Project Operations Manual.

B. Implementation Arrangements

The Project Implementing Entity shall by not later than three (3) months after the Effective Date:

(a) develop and thereafter implement, a beneficiary engagement and outreach campaign, satisfactory to the Association, for Components 1 and 2 of the Project in coordination with the FATA Secretariat; and

(b) establish under terms of reference acceptable to the Association and thereafter maintain, One-stop Shops in the Affected FATAs; and

(c) contract the services of a firm, with qualifications and under terms of reference satisfactory to the Association, to carry out operational reviews of the Project, and to provide regular feedback and finding to the Review Committee.

C. Safeguards

1. The Project Implementing Entity shall assist DoH in the carrying out of Component 2 of the Project in accordance with the provisions of the Environmental and Social Management Plan.
2. In the event of any conflict between the provisions of the ESMP and the provisions of this Agreement; the provisions of this Agreement shall prevail.

3. The Project Implementing Entity shall establish, and thereafter implement throughout the period of Project execution, an easily accessible grievance redress mechanism, satisfactory to the Association, with reception counters in each OSS, in order to address any complaints filed by Eligible TPDs, Eligible Beneficiaries, and/or applicants therefor, regarding: (i) the eligibility criteria to access the Cash Grants and/or Child Wellness Services; (ii) any data error in the processing of applications and/or eligibility verification; (iii) any update of the applicants’, Eligible TDPs’ and/or Eligible Beneficiaries’ personal data and/or documentation; (iv) the issuance/assignment of CNIC numbers and/or cards therefor; and (v) the timely and proper payment of Cash Grants and/or the provision of timely and quality Child Wellness Services.

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.

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 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each such Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Recipient not later two (2) 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 its Respective Part of the Project.

2. The Project Implementing Entity shall prepare and furnish to the Association by not later than forty five (45) days after the end of each calendar semester, interim
unaudited financial report for Component 3 of the Project covering the semester, in form and substance satisfactory to the Association.

3. 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 (1) 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 nine (9) 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 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.