Project Agreement

(Energy Sector Reform and Investment Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

COMPAGNIE ENERGIE ELECTRIQUE DU TOGO
PROJECT AGREEMENT

Agreement between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and COMPAGNIE ENERGIE ELECTRIQUE DU TOGO ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of the Signature Date between the TOGOLESE REPUBLIC ("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) 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 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 10.05(c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the Signature Date.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity's Representative is its director general.

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

4.03. For purposes of Section 11.01 of the General Conditions: (a) the Project Implementing Entity’s address is:

Compagnie Energie Electrique Du Togo
Siege Social
426, Avenue Mama Fousseni
B.P. 42 Lome – Togo
TEL : +228 22 21 27 43 / 22 21 27 44 and;

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

Telex: Facsimile: E-mail:
_____________ +228 22 21 64 98 ceet@ceet.tg
AGREED, as of the latest of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Joelle Séhassé
Title: Country Manager
Date: December 24, 2017

COMPAGNIE ENERGIE ELECTRIQUE DU TOGO

By

Authorized Representative

Name: Kakatsi Sawussi
Title: Director General
Date: December 24, 2017
SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. CEET Project Unit
   (a) The Project Implementing Entity shall maintain, at all times throughout Project implementation, a Project Unit within CEET with composition, functions and resources satisfactory to the Association.
   (b) Without limitation upon the provisions of Paragraph (a) of Section I.A.1 of this Schedule, the CEET 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 maintain, inter alia: a Project coordinator, a financial management specialist, a procurement specialist, technical specialists, a monitoring and evaluation specialist, an environmental safeguards specialist, a social safeguards specialist and a Project accountant; all with qualifications, experience and terms of reference acceptable to the Association.
   (c) The CEET 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; (ii) carrying out Project financial management and Project procurement activities; and (iii) monitoring and evaluating the Project.

B. Project Implementation Manual.

1. The Project Implementing Entity shall prepare, in cooperation with the Recipient and under criteria acceptable to the Association, and adopt the Project Implementation Manual for the Project, setting forth, inter alia, the detailed arrangements and procedures for: (a) institutional coordination and day-to-day execution of the Project; (b) disbursement and financial management; (c) procurement; (d) environmental and social safeguards management; and (e) 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.

C. Safeguards.

1. The Project Implementing Entity, in cooperation with the Recipient, shall ensure that the Project is implemented in accordance with the Safeguards Instruments, and to that end, if any activity under the Project would require the adoption of any Supplemental Social and Environmental Safeguard Instrument, the Project Implementing Entity:

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

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

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.**

1. The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 (b) 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 than 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.

2. The Project Implementing Entity shall provide to the Recipient not later than four (4) 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.

**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.