

CONFORMED COPY

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Project Agreement

(Zanzibar Basic Education Improvement Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

**MINISTRY OF EDUCATION AND VOCATIONAL TRAINING OF THE
REVOLUTIONARY GOVERNMENT OF ZANZIBAR**

Dated June 25, 2007

PROJECT AGREEMENT

Agreement dated June 25, 2007, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and MINISTRY OF EDUCATION AND VOCATIONAL TRAINING OF THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR (“MoEVT (Zanzibar)”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of same date between UNITED REPUBLIC OF TANZANIA (“Recipient”) and the Association. The Association and MoEVT (Zanzibar) 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 MoEVT (Zanzibar) declares its commitment to the objectives of the Project and the Program. To this end, the MoEVT (Zanzibar) 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 MoEVT (Zanzibar) shall otherwise agree, the MoEVT (Zanzibar) 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 MoEVT (Zanzibar)'s Representative is the Principal Secretary, MoEVT (Zanzibar).

4.02. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423(MCI)

1-202-477-6391

4.03. The MoEVT (Zanzibar)'s Address is:

Ministry of Education and Vocational Training
Zanzibar
United Republic of Tanzania

Facsimile:

255-24-2232827

AGREED at Dar es Salaam, United Republic of Tanzania, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

/s/ Judy O'Connor
Authorized Representative

**MINISTRY OF EDUCATION AND VOCATIONAL TRAINING
OF THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR**

By

/s/ Mwanaidi S. Abdalla
Authorized Representative

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements:

1. The MoEVT (Zanzibar) shall at all times during the implementation of the Project, maintain DPP, DTE, DCE and other comparable departments, with the staffing, functions and resources acceptable to the Association.

2. Project Steering Committee

(a) MoEVT (Zanzibar) shall maintain, at all times until the completion of the Project, a Project Steering Committee (PSC) chaired by the Principal Secretary MoEVT (Zanzibar) with composition, mandate and resources satisfactory to the Association.

(b) The Project Steering Committee shall be responsible for, *inter alia*: (i) reviewing progress made towards achieving the Project's objectives; and (ii) coordinating the implementation of Project activities, and making recommendations for removal of any obstacles to the implementation of the Project.

3. Implementing Agencies

Without limitation to Part A.2 of Section 1 of this Schedule: (a) DPP shall be responsible for planning and coordination of Project activities, including preparation of progress reports for submission to the Association, and arranging with other departments of MoEVT (Zanzibar) for implementation of Project activities; (b) DTE shall be responsible for developing and delivering in-service upgrading courses for teachers, revising teacher's curriculum, strengthening capacity of school management and organizing training workshops; (c) DCE shall be responsible for conducting workshops and revising school curriculum; and (d) the Procurement Management Unit shall be responsible for, *inter alia*, procurement and preparation of tender documents.

B. Implementation Arrangements

Project Implementation Plan: MoEVT (Zanzibar) shall carry out the Project in accordance with the Project Implementation Plan, and shall not, except as the Association and the Recipient shall otherwise agree, amend, abrogate or waive any provision of the Project Implementation Plan, if such amendment, abrogation or waiver may, in the opinion of the Recipient, and the Association, materially or adversely affect the implementation of the Project.

C. Anti-Corruption

MoEVT (Zanzibar) shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Environmental and Social Safeguards

1. MoEVT (Zanzibar) shall: (a) carry out the Project in accordance with the environmental, social and resettlement guidelines, rules and procedures defined in the ESMF and the Resettlement Policy Framework, wherever applicable; and (b) prepare and implement a Resettlement Action Plan in accordance with the RPF and in form and substance acceptable to the Association, defining a program of actions, measures and policies for compensation and resettlement of Affected Persons, including the magnitude of displacement, proposed compensation and resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with, the RAP.

2. MoEVT shall not amend or waive, or permit to be waived, the ESMF, RPF and RAP, or any provision thereof, in a manner which, in the opinion of the Association, may materially and adversely affect the implementation of the Project.

3. MoEVT (Zanzibar) shall ensure that: (i) all measures for carrying out the recommendations of the ESMF, RPF and RAP are taken in a timely manner; and (ii) the Project Reports referred to in Part A of Section II of this Schedule include adequate information on monitoring the measures defined in the ESMF, RPF and RAP.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. MoEVT (Zanzibar) 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 subparagraph Section II(A)(1)(b) of Schedule 2 to the Financing Agreement. Each such Project Report shall cover a period of six months, and shall be furnished to the Recipient not later than two weeks after the end of the period covered by such report for incorporation into and forwarding by the Recipient to the Association of the overall Project Report.

2. MoEVT (Zanzibar) shall provide to the Recipient not later than twenty four (24) months after the Effective Date, for incorporation in the report referred to in Section 4.08 (c) of the General Conditions, all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.

B. Financial Management, Financial Reports and Audits

1. MoEVT (Zanzibar) 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 MoEVT (Zanzibar), including the operations, resources and expenditures related to the Project.

2. MoEVT (Zanzibar) 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 MoEVT (Zanzibar). The audited financial statements for each period shall be furnished to the Association not later than six months after the end of the period.

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

A. Appointment of Financial and Procurement Auditors

1. MoEVT (Zanzibar) shall, not later than six months after the Effective Date, appoint the independent auditors referred to in Section 4.09(b) of the General Conditions, in accordance with the provisions of Section II of this Schedule.

2. MoEVT (Zanzibar) shall, not later than six months after the Effective Date, put in place arrangements, satisfactory to the Association, including the appointment of independent procurement auditors acceptable to the Association, in accordance with the provisions of Section III of this Schedule, for reviewing the procurement of goods, works and consultants' services financed under the Project, including the reviewing of procurement procedures and processes.

B. Procurement Audits

MoEVT (Zanzibar) shall, not later than six months after the end of each Fiscal Year, or such later date as the Association may agree, furnish to the Association an audit report in form and substance acceptable to the Association, on the procurement of goods, works and consultants' services carried out under the Project, prepared by the independent procurement auditors referred to in Part A.2 of this Section.