
CREDIT NUMBER 6841-BD

Project Agreement

(Recovery and Advancement of Informal Sector Employment Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WAGE EARNERS WELFARE BOARD

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and WAGE EARNERS WELFARE BOARD ("WEWB" or "Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of the Signature Date between the PEOPLE'S REPUBLIC OF BANGLADESH ("Recipient") and the Association, concerning Credit No. 6841-BD. 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 WEWB's Respective Part of 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 its Respective Part of 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 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:

Wage Earners Welfare Board
Probashi Kallyan Bhaban 71-72,
New Eskaton Road,
Ramna,
Dhaka; and


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

E-mail: dg@wewb.gov.bd

AGREED as of the later of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Mercy Miyang Tembon

Title: Country Director

Date: 26-Oct-2021

WAGE EARNERS WELFARE BOARD

By



Authorized Representative

Name: Md. Hamidur Rahman

Title: Director General (Addl. Secretary)

Date: 28-Oct-2021

SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. WEWB shall, no later than three (3) months after the Effective Date, establish and thereafter maintain throughout the Project implementation period, a project management unit within WEWB with a mandate, composition and resources satisfactory to the Association, which shall be responsible for the day to day implementation of the WEWB's Respective Part of the Project ("WEWB PMU").
2. Without limitation to the generality of Section I.A.1 above, the WEWB PMU includes the following minimum personnel throughout the Project implementation period: (i) a Project director; (ii) a deputy Project director; (iii) a senior financial management specialist; (iv) a procurement specialist; and (v) an environmental and social specialist, each with terms of reference, qualifications and experience satisfactory to the Association.

B. Expenditures to be Exclusively Financed with Counterpart Funds

1. The Project Implementing Entity shall ensure that the following are financed exclusively out of its own resources or resources of the Recipient and not out of the proceeds of the Financing; and provide, promptly as needed, the resources needed for this purpose: (i) taxes exceeding 15%; and (ii) recurrent expenditures for the purpose of attending meetings, conferences, seminars, workshops and study visits (sitting allowances/cash per diems/honoraria, notwithstanding eligible expenditures under Operating Costs and Training), (iii) recurrent expenditures for fuel; and (iv) purchase of vehicles.

C. Project Operations Manual

1. WEWB shall prepare and adopt, a Project Operations Manual in form and substance satisfactory to the Association, which shall *inter alia* include provisions on the following matters:
 - (i) institutional arrangements for the oversight, coordination, management and day-to-day implementation of the Project;
 - (ii) financial management;
 - (iii) procurement;
 - (iv) arrangements for preventing, detecting, reporting, investigation, remediation and otherwise addressing fraud and corruption, including compliance with the Anti-Corruption Guidelines;

- (v) environmental and social management systems, including on grievance redressal mechanism, gender-based violence and sexual exploitation and abuse (GBV/SEA);
 - (vi) monitoring and evaluation, reporting and communication;
 - (vii) disbursement and flow of funds arrangements;
 - (viii) selection and eligibility criteria and procedures and terms and conditions for Cash Transfers under Part 3.1 of the Project;
 - (ix) personal data collection and processing in accordance with applicable national law and good international practice;
 - (x) the List of Excluded Activities; and
 - (xi) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
2. WEWB shall afford the Association a reasonable opportunity to exchange views with WEWB on said manual, and thereafter, adopt the manual, as shall have been approved by the Association (“WEWB Project Operations Manual” or “WEWB POM”).
 3. WEWB shall ensure that the Project is carried out in accordance with the POM; provided, however, that in case of any conflict between the provisions of the POM and the provisions of this Agreement, the provisions of this Agreement shall prevail.
 4. WEWB shall not change the WEWB POM, unless the Association has provided its prior no-objection thereof in writing.

D. Annual Work Plans and Budgets

1. WEWB shall prepare, and furnish to the Association, by not later than 1 May of each year during the implementation of the Project (or such later interval or date as the Association may agree), for the Association’s review and no-objection, an Annual Work Plan and Budget for WEWB’s Respective Part of the Project, which shall, *inter alia*: (a) list all activities (including Operating Costs and Training) proposed to be included in the Project for the following fiscal year of the Recipient; (b) provide a budget for their financing; and (c) describe the environmental and social measures taken or planned to be taken in accordance with the provisions of Section I.E of this Schedule.
2. WEWB shall ensure that the Project is implemented in accordance with the Annual Work Plans and Budgets accepted by the Association for the respective fiscal year; provided, however, that in case of any conflict between the Annual Work Plans and Budgets and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. WEWB shall change the Annual Work Plans and Budgets, unless the Association has provided its prior no-objection thereof in writing.

E. Environmental and Social Standards

1. WEWB shall ensure that WEWB's Respective Part of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, WEWB shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, WEWB shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. WEWB shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. WEWB shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-

affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.

6. WEWB shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of Association's applicable social and environmental standards, policies and procedures then in force and shall require the technical assistance, design and capacity building activities to take into account the requirements of said standards, policies and procedures.

Section II. Project Monitoring, Reporting and Evaluation

1. Project Reports

WEWB shall monitor and evaluate the progress of WEWB's Respective Part of the Project and to furnish to the Association each Project Report not later than forty-five days (45) after the end of each calendar semester, covering the calendar semester. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of the Financing Agreement, WEWB shall ensure that such information, report or document does not include Personal Data.

2. Mid-term Report

WEWB shall: (a) on or around thirty-six (36) months after the Effective Date, prepare and furnish to the Association a mid-term report, in such detail as the Association shall reasonably request, documenting progress achieved in the carrying out of the Project during the period preceding the date of the mid-term report, taking into account the monitoring and evaluation activities performed pursuant to Section II.1 of this Schedule, and setting out the measures recommended to ensure the continued efficient carrying out of the Project and the achievement of its objectives during the period following such date; and (b) review with the Association such mid-term report, on or about the date one (1) month after its submission, and thereafter take all measures required to ensure the continued efficient implementation of the Project and the achievement of its objectives, based on the conclusions and recommendations of the mid-term report and the Association's views on the matter.