**CREDIT NUMBER 7514-PK** 

# **Project Agreement**

(Pakistan: Digital Economy Enhancement Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

NATIONAL DATABASE AND REGISTRATION AUTHORITY

### **CREDIT NUMBER 7514-PK**

### PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and NATIONAL DATABASE AND REGISTRATION AUTHORITY ("Project Implementing Entity") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of the Signature Date between ISLAMIC REPUBLIC OF PAKISTAN ("Recipient") and the Association, concerning Credit No. 7514-PK. 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 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 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 Parts 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 (20) years after the Signature Date.

# ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity's Representative is the Chief Projects Officer.

- 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: E-mail:

248423(MCI) or 1-202-477-6391 CMUPakistan@worldbank.org

64145(MCI)

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

National Database and Registration Authority State Bank Building Sector G 5/2 Islamabad, Pakistan

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

Facsimile: E-mail:

92-51-9208613 <u>pd.deep@nadra.gov.pk</u>

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

# INTERNATIONAL DEVELOPMENT ASSOCIATION

Ву		Nayy Benhassine		
		Authorized Representative		
	Name:	Najy Benhassine		
	Title:	Country Director		
	Date:	01-Apr-2024		

# NATIONAL DATABASE AND REGISTRATION AUTHORITY

By	Gohar Ahmed Khan  Authorized Representative		
	Gohar Ahmed	d Khan	
	Name:		
	Chief Proj Title:	ects Officer	
	02-Apr-2024 Date:	1	

### **SCHEDULE**

# **Execution of the Project Implementing Entity's Respective Parts of the Project**

## Section I. Implementation Arrangements

### A. Institutional Arrangements.

- 1. For purposes of carrying out the Project Implementing Entity's Respective Parts of the Project, the Project Implementing Entity shall, no later than six (6) months from Effective Date, establish and thereafter maintain, throughout the implementation period of its Respective Parts of the Project, the PIU-NADRA, which shall be responsible for day-to-day Project administration, procurement, financial management, communications, and outreach for its Respective Parts of the Project.
- 2. The Project Implementing Entity shall:
- (a) prepare and promptly furnish to the Association for its review, and adopt a Project Operational Manual in a manner and substance satisfactory to the Association, setting out detailed arrangements and procedures for implementation of the Project including, *inter alia*:
  - (i) implementation arrangements including delineation of role and responsibility of various departments, entities, institutions, and agencies involved in Project implementation and their coordination;
  - (ii) the procurement procedures and standard procurement documentation;
  - (iii) disbursement arrangements, financial management procedures and audit procedures;
  - (iv) Personal Data collection/processing, including procedures and processes for the purposes of Section I.A.9 of Schedule 2 to the Financing Agreement;
  - (v) annual work plan and budget preparation and review procedures;
  - (vi) the Project performance indicators and monitoring and evaluation arrangements;
  - (vii) arrangement and procedures for environment and social safeguard management including social monitoring and gender strategy;
  - (viii) public awareness and communication arrangements; and
  - (ix) administrative, financial, technical, and organizational arrangements and procedures as shall be required for the Project; and

- (b) thereafter, implement the Project in accordance with the Project Operational Manual.
- 3. The Project Implementing Entity shall not amend, abrogate, or suspend, or permit to be amended, abrogated or suspended any provision of the Project Operational Manual without the prior written agreement of the Association.
- 4. Notwithstanding the foregoing, if any provision of the Project Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail. Subject to the prior written agreement of the Association, the Project Implementing Entity shall update the Project Operational Manual, as necessary, at all times ensuring compliance thereof with the terms of this Agreement.

### B. Data Protection

The Project Implementing Entity shall ensure that the collection, use and processing (including transfers to third parties) of any Personal Data collected under the Project shall be done in accordance with the national law and the best international practice, and ensure legitimate, appropriate, and proportionate treatment of such data.

# C. Environmental and Social Standards

- 1. The Project Implementing Entity shall ensure that 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, the Project Implementing Entity 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, the Project Implementing Entity 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. The Project Implementing Entity 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, including, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Project Implementing Entity 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.

### D. Annual Work Plans and Budgets

- 1. The Project Implementing Entity shall:
  - (a) throughout Project implementation, furnish to the Association through the Recipient for approval as soon as available, but in any case not later than April 30 of each year, the annual work plan and budget for the Project for each subsequent fiscal year, of such scope and detail as the Association shall have reasonably requested, except for the annual work plan and budget for the first fiscal year which shall be furnished no later than two (2) month after the Effective Date; and
  - (b) no later than two (2) months after furnishing, through the Recipient, the annual work plan and budget referred to in the preceding paragraph to the Association, finalize and adopt, and thereafter ensure that the Project is carried out in accordance with, such plan and budget as agreed with the Association.

### Section II. Project Monitoring, Reporting and Evaluation

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Parts of the Project and prepare Project Reports for its Respective Parts 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 (1) calendar semester and shall be furnished to the Recipient not later than within 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 two (2) 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.
- 3. 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 to the Financing Agreement, the Project Implementing Entity shall ensure that such information, report or document does not include Personal Data.