
GRANT NUMBER GFF TF0C2998

Project Agreement

(Additional Financing for the Zimbabwe Covid-19 Response and Essential Health Services – formerly Zimbabwe COVID-19 Emergency Response Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

And

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as administrator of the Global Financing Facility for Women, Children and Adolescents)

And

STICHTING CORDAID

GRANT NUMBER GFF TF 0C2998

PROJECT AGREEMENT

AGREEMENT dated herewith, (“Project Agreement”), entered into between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Bank”), on the one hand, and STICHTING CORDAID, a legal entity established and operating pursuant to the PIE Documentation (as hereinafter defined) (“Project Implementing Entity”), on the other hand, in connection with the Grant Agreement (“Grant Agreement”) dated March 25, 2024 between the REPUBLIC OF ZIMBABWE (“Recipient”) and the Bank. The Bank and the Project Implementing Entity hereby agree as follows:

**ARTICLE I — STANDARD
CONDITIONS; DEFINITIONS**

- 1.01. The Standard Conditions (as defined in the Appendix to the Grant 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 Grant Agreement, this Agreement or the Standard 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 II of the Standard 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 Article 2.01 of this Agreement, and except as the Bank and the Project Implementing Entity shall otherwise agree, the Project Implementing Entity shall:
 - (a) carry out the Project in accordance with the provisions of the Schedule to this Agreement; and
 - (b) except as otherwise provided in Schedule 2 to the Grant Agreement, carry out the Recipient’s obligations set forth in Sections 2.02 (*Insurance*), 2.04 (*Use of Goods, Works and Services; Maintenance of Facilities*), 2.05 (*Plans, Documents; Records*), 2.06 (*Project Monitoring, Reporting and Evaluation*), 2.07 (*Financial Management; Financial Statements; Audits*), and 2.09 (*Visibility and Visits*) of the Standard Conditions.

ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. The Chair of the Board of Directors of the Project Implementing Entity (or any person authorized in writing by such representative for the purpose) (“Project Implementing Entity’s Representative”), is hereby designated by the Project Implementing Entity, for the purpose of taking any action required or permitted to be taken pursuant to this agreement, and executing any documents required or permitted to be executed pursuant to this agreement on behalf of the Project Implementing Entity.

3.02. Any notice (or request) pursuant to this Agreement shall be in writing. Such notice (or request) shall be deemed to have been duly given (or made) when it has been delivered by hand or by mail, telex or facsimile (or, if permitted under this Agreement, by other electronic means) to the party to which such notice (or request) is directed (“Addressee”), at the address specified below in this Article for the purpose (or at such other address as the Addressee shall have designated by notice to the party giving such notice or making such request) (“Address”). Deliveries made by facsimile transmission shall also be confirmed by mail.

(a) The Bank’s Address is:

International Bank for Reconstruction and Development
1818 H Street, NW
Washington, DC 20433
United States of America

Cable:	Telex:	Facsimile:
INTBAFRAD	248423 (MCI) or	1-202-477-6391
Washington, D.C.	64145 (MCI)	Telephone:

(b) The Project Implementing Entity’s Address is:

Stichting Cordaid
P.O. Box 16440
2500 BK
The Hague
Kingdom of the Netherlands

Facsimile:
+31 70-3136 511

3.03. The Project Implementing Entity shall furnish to the Bank: (a) sufficient evidence of the authority of the Project Implementing Entity’s Representative; and (b) through the Recipient, the authenticated specimen signature of such representative.

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

*(acting as administrator of the Global Financing
Facility for Women, Children and Adolescents)*

By

Eneida H. Fernandes

Authorized Representative

Name: Eneida Fernandes

Title: Country Manager

Date: 18-Apr-2024

STICHTING CORDAID

By

Heleen van der Beek

Authorized Representative

Name: Heleen van der Beek

Title: Regional Director East and South Afri

Date: 19-Apr-2024

SCHEDULE
Execution of the Project

Section I. Implementation Arrangements

A. Staffing

1. In order to ensure the proper implementation of the Project, the Project Implementing Entity shall maintain at all times throughout the Project period, an office in the Recipient's territory, with terms of reference and resources acceptable to the Bank, supported by qualified and experienced staff in adequate numbers.
2. Without limitation on the foregoing, the Project Implementing Entity shall ensure that the following staff, with qualifications, experience and terms and conditions of employment acceptable to the Bank shall be assigned to said office until Project completion *inter alia*: (a) a Project Team Leader; (b) a financial and administration specialist; (c) a reproductive health officer; (d) a systems developer; and (e) a Program and Administration Assistant.
3. Without limitation on the foregoing, the Project Implementing Entity, shall maintain the following staff, in adequate numbers and with qualifications, experience and terms and conditions of employment acceptable to the Bank: (a) social specialist; and (b) monitoring and evaluation specialist.

B. Project Manuals

Project Implementation Manual

The Project Implementing Entity shall support the Recipient in preparing an addendum to the PIM not later than thirty (30) days after the Effective Date to the Bank for its subsequent approval pursuant to Section 1.C.1 of Schedule 2 to the Grant Agreement, the Project implementation manual, which shall include detailed guidelines and procedures for the implementation of the Project, including with respect to: (i) administration and coordination, including monitoring and evaluation, environmental and social risk management, and procurement procedures; (ii) Personal Data collection and processing in accordance with good international practice; (iii) corruption and fraud mitigation measures; (iv) a grievance redress mechanism; and (v) such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance acceptable to the Association ("Project Implementation Manual").

C. Environmental and Social Standards

1. The Project Implementation Entity shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.

2. Without limitation upon paragraph 1 above, the Project Implementation Entity shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Recipient 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 Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. Without limitation upon the provisions of paragraph 2 above, if 60 days prior to the Closing Date, the Bank determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Project Implementing Entity shall: (a) not later than 30 days before the Closing Date, prepare and present to the Bank, an action plan satisfactory to the Bank on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Bank.
4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Project Implementing Entity shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, 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 Bank 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.

6. 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 Bank.
7. The Project Implementing Entity shall ensure that all technical assistance under the Project, application of whose results would have environmental and social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory to the Bank, such terms of reference shall ensure that the technical assistance takes into account, and calls for application of the Bank's environmental and social safeguards policies.
8. The Project Implementing Entity shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors, and supervising entities (as applicable) to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

D. Anti-Corruption

The Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines, with respect to the Original Grant Agreement, and the Grant Agreement for the additional financing.

E. Annual Work Programs

1. The Project Implementing Entity shall, jointly with the Recipient, not later than November 1 in each calendar year, prepare and furnish to the Bank for its approval, a program of activities proposed for inclusion in the Project during the following calendar year, as applicable, including: (a) a detailed timetable for the sequencing and implementation of such activities; and (b) a proposed financing plan for such activities.
2. The Project Implementing Entity shall exchange views with the Recipient and the Bank on the proposed annual work program and shall thereafter carry out such

program of activities during such following year as shall have been endorsed by the Recipient and approved by the Bank pursuant to Section I.D of Schedule 2 to the Grant Agreement (“Annual Work Program”).

3. Only those activities which are included in an Annual Work Program shall be included in the Project and eligible for financing out of the proceeds of the Grant.
4. The Project Implementing Entity shall ensure that in preparing any training or workshops proposed for inclusion in the Project under an Annual Work Program it shall include in the proposed Annual Work Program, as applicable: (a) the objective and content of the training or workshop envisaged; (b) the selection method of the institutions or individuals conducting such training or workshop, and said institutions if already known; (c) the expected duration and an estimate of the cost of said training or workshops; and (d) the selection method of the personnel who will attend the training or the workshop, and said personnel if already known.

F. Subsidiary Agreement

The Project Implementing Entity shall perform its obligations and exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

G. Governance and Accountability Action Plan

1. The Project Implementing Entity in collaboration with the Recipient shall carry out the Project in accordance with the provisions of the Governance and Accountability Action Plan, containing detailed arrangements and procedures for governance and accountability, including transparency and citizenry participation, and such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Project Implementing Entity in collaboration with the Recipient shall update the Governance and Accountability Action Plan on a yearly basis in a manner and substance satisfactory to the Bank.
3. The Bank reserves the right to conduct physical and/or documentary spot checks of any facility and or records associated with the Project for the purpose of assessing the accuracy of the Project Implementing Entity’s reporting, the completeness of its record keeping and the Project Implementing Entity’s compliance with its obligations under this Agreement.
4. The Project Implementing Entity shall not amend, abrogate, waive or fail to enforce any provision of the Governance and Accountability Action Plan, without the prior written agreement of the Bank, provided, however, that in the event of

any conflict between the provisions of the Governance and Accountability Action Plan, and this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Project Implementing Entity shall, together with the Recipient, monitor and evaluate the progress of the Project and jointly prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the Bank. Each such Project Report shall cover the period of six (6) calendar months and shall be furnished to the Recipient and the Bank not later than two months after the end of the period covered by such report.
2. The Project Implementing Entity in collaboration with the Recipient, shall provide not later than three (3) months following the Closing Date, for incorporation in the Completion Report referred to in Section II.A.2 of Schedule 2 to the Grant Agreement, all such information as the Bank shall reasonably request for the purposes of such Section.

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 Bank, 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 the Project.
2. The Project Implementing Entity shall prepare and furnish to the Bank interim unaudited financial reports for the Project not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter, in form and substance satisfactory to the Bank.
3. The Project Implementing Entity shall have its financial statements referred to above audited by independent auditors acceptable to the Bank, in accordance with consistently applied auditing standards acceptable to the Bank. Each audit of these financial statements shall cover the period of one 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 Bank not later than six months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the Bank. The Project Implementing Entity shall, in accordance with Section 2.07 of the Standard Conditions, furnish the Bank with such additional information concerning its financial statements, their audits and their auditors as the Bank may request.

4. In order to ensure the proper and timely audits required pursuant to paragraph 3 of this Section II.B, the Project Implementing Entity shall engage, not later than six months after the Effective Date and in accordance with the provisions of Section III of this Schedule, auditors whose terms of reference, qualifications and experience shall be satisfactory to the Bank.

Section III. Procurement

All goods and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the provisions of the Grant Agreement. The Project Implementing Entity shall ensure that all goods, works and services procured under the Project are tracked and monitored in a manner satisfactory to the Bank to ensure that they are used for their intended purpose.