**CREDIT NUMBER 7380-PK** 

# **Project Agreement**

(Khyber Pakhtunkhwa Citizen-Centered Service Delivery Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

NATIONAL DATABASE AND REGISTRATION AUTHORITY

### **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. 7380-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 objectives of the Project. To this end, the Project Implementing Entity shall carry out 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 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 64145(MCI)	1-202-477-6391	CMUPakistan@worldbank.org

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:

92-51-9208613

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

# INTERNATIONAL DEVELOPMENT ASSOCIATION

By		Nayy Benhassine	
		Authorized Representative Najy Benhassine	
	Name:		
	Title:	Country Director	
		13-Jul-2023	
	Date:		

# NATIONAL DATABASE AND REGISTRATION AUTHORITY

#### **SCHEDULE**

#### Execution of Respective Parts of the Project by the Project Implementing Entity

# Section I. <u>Implementation Arrangements</u>

#### A. Institutional Arrangements.

- 1. The Project Implementing Entity shall:
  - (a) promptly furnish to the Association for its review, revised Project Operations Manual, as needed from time to time, 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;
    - Personal Data collection/processing, including procedures and processes for the purposes of Section I.A.8 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) implement the Project in accordance with the Project Operations Manual.
- 2. The Project Implementing Entity shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended any provision of the Project Operations Manual without the prior written agreement of the Association.
- 3. Notwithstanding the foregoing, if any provision of the Project Operations 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 Operations 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.

### Section II. <u>Project Monitoring, Reporting and Evaluation</u>

- 1. The Project Implementing Entity shall monitor and evaluate the progress of Respective Parts of the Project and prepare Project Reports for 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 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 from 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.