
CREDIT NUMBER 7547-TZ

Project Agreement

Zanzibar Judicial Modernization Project (Zi-JUMP)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

REVOLUTIONARY GOVERNMENT OF ZANZIBAR

4.03. For purposes of Section 11.01 of the General Conditions:

(a) the Project Implementing Entity's address is:

President's Office - Finance and Planning
P.O. Box 874/1154
Vuga
Zanzibar
United Republic of Tanzania; and

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

Facsimile:	E-mail:
25524 2231171	info@mofeaznz.org

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Nathan M. Belete

Authorized Representative

Name: Nathan M. Belete

Title: Country Director

Date: 02-Sep-2024

REVOLUTIONARY GOVERNMENT OF ZANZIBAR

By

Juma Malik Akil

Authorized Representative

Name: Juma Malik Akil

Title: Principal Secretary President's Office Financ

Date: 05-Sep-2024

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Project Implementing Entity shall vest in the JoZ the overall responsibility for carrying out the Project in a manner and substance satisfactory to the Association, and in accordance with the provisions of the Project Operation Manual.
2. In furtherance of the provision of paragraph (1) above, the Project Implementing Entity shall:
 - (a) maintain throughout the implementation of the Project, the steering committee within the Judiciary of Zanzibar - chaired by the Chief Justice of Zanzibar and comprising, amongst others, two High Court judges, registrar of the High Court, Chief Kadhi, deputy Registrar (Pemba), Chief accountant, Chief Court Administrator, and director responsible for human resources - with mandate, powers, and resources satisfactory to the Association (“Steering Committee’ or “SC”). The SC shall be responsible for, inter alia, providing strategic guidance and oversight in the implementation of the Project;
 - (b) designate at all times during the implementation of the Project, the JoZ, to be responsible for the fiduciary, procurement, environmental and social risk management, and such other functions under the Project, as may be detailed in the Project Operations Manual. Accordingly, the Project Implementing Entity shall take such actions, including the provision of resources and facilities, to enable the Judiciary of Zanzibar to carry out the Project;
 - (c) without limitation to sub-paragraph 2(a) above, establish not later than one (1) month after the Effective Date of the Financing Agreement, and thereafter maintain throughout the implementation of the Project, a Judicial Reform Delivery Unit (JRDU) within the JoZ - to be chaired by a Project coordinator, and comprising, amongst others, of a financial management officer, procurement officer, environmental risk management officer, social risk management safeguards officers, and a monitoring and evaluation officer - with mandate, powers and resources satisfactory to the Association. The JRDU shall be responsible for, inter alia, day-to-day implementation of the Project; and
 - (d) without limitation to the provisions of sub-paragraphs a-c above, the Project Implementing Entity shall recruit and retain such consultants as may be needed to support the functions of the entities referred to in these paragraphs – all with qualifications and terms of reference satisfactory to the Association, as may be further detailed in the Project Operations Manual.

B. Project Operations Manual

1. The Project Implementing Entity shall:
 - (a) prepare a project operations manual, in form and substance satisfactory to the Association, containing detailed arrangements and procedures for implementation of the Project including, *inter alia*: (i) implementation arrangements, including delineation of roles and responsibilities of various entities, institutions and agencies involved in Project implementation as well as their coordination and inter-relationships; (ii) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (iii) the procurement procedures, standard procurement documentation, contracts administration and management procedures; (iv) measures to mitigate fraud and corruption as well as other integrity and fiduciary risks; (v) environmental and social risk management arrangements including measures to ensure the protection of Personal Data under the Project, address risk of gender based violence and sexual exploitation of minors as well as operation of grievance redress mechanism; (vi) procedures for preparing and reviewing a consolidated annual work plan and budget for each Fiscal Year; (vii) monitoring and evaluation arrangements, reporting and communication, including performance indicators; (viii) arrangements to address community health, safety and security risks and impacts including measures to manage security risks and to avoid or minimize the transmission of communicable diseases; and (ix) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project.
 - (b) (i) furnish to, and exchange views with the Association on such manual promptly upon its preparation; (ii) thereafter adopt such manual as shall have been approved by the Association (“Project Operations Manual” or “POM”); and (iii) implement the Project in accordance with the POM.
 - (c) not amend, suspend, abrogate, repeal or waive any provisions of the POM without the prior written agreement of the Association.
2. In the event of any conflict between the provisions of the POM on the one hand, and those of this Agreement on the other hand, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget

1. The Project Implementing Entity shall prepare and furnish to the Association not later than March 21 of each Fiscal Year during the implementation of the Project, a consolidated work plan and budget containing *inter alia*: (a) all activities proposed to be implemented under the Project during the following Fiscal Year; (b) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing to be made available in that year and disbursement schedule; and (c) the Training plan for such period.
2. The Project Implementing Entity shall ensure that in preparing any Training plan proposed for inclusion in an annual work plan and budget, it shall identify in the Training plan: (a) the objective and content of the Training envisaged; (b) the selection method of the institutions or individuals conducting such Training, and said institutions if already known;

(c) the expected duration and an estimate of the cost of said Training; and (d) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known, as these requirements may be further elaborated and detailed in the POM.

3. The Project Implementing Entity shall afford the Association a reasonable opportunity to exchange views with it on each such proposed annual work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”)
4. The Project Implementing Entity does not make, or allow to be made, any changes to the approved Annual Work Plan and Budget without prior approval in writing by the Association.
5. Without limitation on the provisions of this Section, the Project Implementing Entity shall prepare and furnish to the Association the proposed Annual Work Plan and Budget for the first year of Project implementation, not later than one month after the Effective Date.

D. 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 (“Environmental and Social Commitment Plan” or “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, as 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, 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.
 - 6. 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 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.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports.

- 1. The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports 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 calendar semester, and shall be furnished to the Recipient not later than one month 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 (a) prepare the Project execution/completion report referred to in Section 5.08 (c) of the General Conditions; and (b) furnish it to the Recipient and the Association not later than six (6) months after the Closing Date.