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CREDIT NUMBER 7331-TZ

# Project Agreement

(Tanzania Food Systems Resilience Program)

between

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

and

**THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR**

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**CREDIT NUMBER 7331-TZ**

**PROJECT AGREEMENT**

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between THE UNITED REPUBLIC OF TANZANIA (“Recipient) and the Association, concerning Credit No. 7331-TZ. 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 and the MPA Program. 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 Ministry of Agriculture, Irrigation, Natural Resources and Livestock.

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:

Facsimile:	E-mail
1-202-477-6391	nbelete@worldbank.org

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

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

Principal Secretary,  
Ministry of Agriculture, Irrigation, Natural Resources and Livestock  
Maruhubi,  
P.O. Box 159,  
7471 Mjini Magharibi,  
Zanzibar; and

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

Facsimile:	E-mail:
+255 777 868306	ps@kilimoznz.go.tz

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

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**

*Nathan M. Belete*

\_\_\_\_\_  
**Authorized Representative**

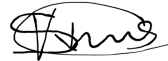
**Name:** Nathan M. Belete

**Title:** Country Director

**Date:** 27-Jun-2023

**REVOLUTIONARY GOVERNMENT OF ZANZIBAR**

**By**



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**Authorized Representative**

**Name:** Hon. Shamata Shaame Khamis

**Title:** Minister for Agriculture, Irrigation, Natural res

**Date:** 30-Jun-2023

## SCHEDULE

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

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. The Project Implementing Entity shall vest in its Ministry of Agriculture, Irrigation, Natural Resources and Livestock ("MAINL") the overall responsibility for carrying out the Project Implementing Entity's Respective Parts of 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, MAINL shall:
  - (a) appoint the Principal Secretary of MAINL as ex-officio co-chair of the Joint Steering Committee to be established by the Recipient pursuant to Section I.B.1(b) of schedule 2 to the Financing Agreement;
  - (b) establish by not later than one (1) months after the Effective Date, and thereafter maintain throughout the period of implementation of its Respective Parts of the Project, a steering committee ("Zanzibar Steering Committee") with term of reference agreed with the Association, which committee shall: (i) be headed by Principal Secretary of MAINL, and composed of representative of line MDAs as determined from time to time as per the Project Operation Manual; and (ii) be responsible for, *inter alia*, providing policy guidance and strategic direction to the Z-PMT on the implementation of the Project Implementing Entity's Respective Parts of the Project, approving of the Project Operation Manual and any updates thereto, the approving the annual budget the Project Implementing Entity's Respective Parts of the Project, reviewing and endorsing the Project Reports, approving the Zanzibar Annual Work Plans and Budget, , and/or carrying out any other tasks assigned to it under the Project Operation Manual.
  - (c) establish, and thereafter maintain throughout the period of Project implementation, a Project management team (variously the "Project Management Team" or "Z-PMT"): (i) headed by a Project Manager/Coordinator assisted by competent staff with experience and qualifications, in numbers and under terms of reference, acceptable to the Association, including a Project administrator, a monitoring and evaluation officer, an accountant, a procurement officer, an irrigation engineer, environmental and social specialists, and focal persons form any relevant departments/units and/or MDAs; and (ii) vested with

such powers, financial resources, functions and competencies, acceptable to the Association, as shall be required for it to carry out the day-to-day implementation (management and coordination) of Project activities, including, the inter-institutional coordination with other MDAs, the carrying out of procurement, financial management, monitoring and reporting activities, the compliance the ESCP and ESS (as well as the preparation documents and implementation of any of actions required thereunder), and the preparation and approval of the Zanzibar's Annual Work Plans and Budgets.

**B. Project Operation Manual**

1. The Project Implementing Entity shall prepare and adopt a Project operation manual (the "Project Operation Manual") in a manner and substance satisfactory to the Association, and shall thereafter implement its Respective Parts under the Project in accordance therewith, which manual shall set forth, *inter alia*: (a) the implementation arrangements for the Project Implementing Agency's Respective Parts of the Project, including the composition/membership, job descriptions/terms of reference and allocation of functions and responsibilities, reporting lines and accountabilities of the Zanzibar Steering Committee and the Z-PMT, and any other units, teams in MAINL and/or in other MDAs, that are directly or indirectly involved in Project implementation; (b) financial management arrangements for its Respective Parts of the Project, setting forth detailed policies and procedures for general accounting practices, segregation of duties, management of bank accounts, flow of funds, payment processes and bank reconciliations, including fraud and corruption mitigation measures; (c) procurement management procedures, including record keeping systems and corruption prevention and reporting mechanisms; (d) the procedures for the preparation and approval of the Zanzibar's Annual Work Plans and Budgets I the internal and external audit requirements, including regular submissions of audit reports to the Association, for its Respective Parts of the Project; (e) the quality assurance standards, protocols and review mechanisms; (f) monitoring and evaluation framework and protocols, and reporting and communication requirements under the Respective Parts of the Project; (g) protocols for the operation of the Project-level grievance redress mechanisms; and (h) such other technical and organizational arrangements and procedures as shall be required for the Project Implementing Entity's Respective Parts of Project.
  
2. The Project Implementing Entity shall refrain from materially and/or substantially amending, revising, waiving, voiding, suspending or abrogating, any provision of the Project Operation Manual, whether in whole or in part, without the prior written concurrence of the Association.

3. In the event of any inconsistency between a provision of the Project Operation Manual and those of this Agreement and/or the Financing Agreement, the provisions of this Agreement and/or the Financing Agreement shall prevail.

**C. Zanzibar's Annual Work Plans and Budget**

1. The Project Implementing Entity shall, by no later than March 31<sup>st</sup> of each year during the implementation of its Respective Parts of the Project, prepare and furnish to the Association an annual work plan and budget containing all activities proposed to be carried out under its Respective Parts of the Project during the following Fiscal Year, including the annual training plans, as well as the proposed financing plan for the expenditures required thereunder, indicating the envisioned amounts and source of financing ("Zanzibar's Annual Work Plan and Budget" or "Z-AWPB"), all in accordance with the Project Operation Manual, each said Z-AWPB of such scope and detail as the Association shall reasonably request.
2. The Project Implementing Entity shall afford the Association a reasonable opportunity to exchange views with each of them with respect to each such Z-AWPB, and, thereafter, ensure that its Respective Parts of the Project are implemented with due diligence during said following Fiscal Year in accordance with the Z-AWPB as shall have been approved, subject to the prior no-objection of the Association.
3. The Project Implementing Entity shall not make or allow to be made any change(s) to the approved Z-AWPB without the Association's prior written concurrence.

**D. Environmental and Social Standards.**

1. The Project Implementing Entity shall ensure that its 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, the Project Implementing Entity shall ensure that its Respective Part of 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, 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, and 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 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 calendar semester, and shall be furnished to the Recipient and the Association not later than forty five (45) days after the end of the period covered by such report.
2. The Project Implementing Entity shall provide to the Recipient not later than four (4) 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.