
CREDIT NUMBER 7258-TZ

Project Agreement

(Zanzibar Improving Quality of Basic Education Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR

CREDIT NUMBER 7258-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. 7258-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. To this end, the Project Implementing Entity shall carry out 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 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 Principal Secretary, POFP.

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: 1-202-477-6391

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

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:



Authorized Representative

Name: Nathan M. Belete

Title: Country Director

Date: Feb. 10, 2023

THE REVOLUTIONARY GOVERNMENT OF ZANZIBAR

By:



Authorized Representative

Name: Saada Mkenya Salum

Title: Minister

Date: 10th February 2023

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Project Implementing Entity, through MoEVT, will have the overall responsibility for Project implementation. To this end, the Project Implementing Entity shall:
 - (a) shall maintain throughout the Project's implementation period, a committee chaired by the Principal Secretary of MoEVT and comprising representatives of other relevant ministries, department and agencies of the Project Implementing Entity (the "Steering Committee"); which committee shall be assigned the functions, responsibilities and resources, satisfactory to the Association, for purposes of: (i) providing overall policy and strategic guidance on the implementation of the Project; (ii) ensuring inter-institutional and cross-sectoral coordination; (iii) carrying out high level monitoring and supervision of Project activities; and (iv) approving the yearly Annual Work Plan and Budgets for the Project;
 - (b) maintain within MoEVT, throughout the period of Project implementation, a Project coordination unit with structure, composition, mandate/functions, powers and resources satisfactory to the Association ("Project Coordination Unit"); which unit shall: (a) be headed by a dedicated Project Manager, assisted by competent and experienced staff, in adequate numbers, and under terms of reference acceptable to the Association; and (b) be responsible for the day to day implementation of the Project, including compliance with the financial management, procurement, anti-corruption and social and environmental, occupation health and safety, quality assurance, auditing, monitoring and evaluation, and reporting standards, protocols and requirements under the Project, as set forth in this Agreement, the Financing Agreement, the ESCP/ESSs and their ancillary documents, and further elaborated in the Project Implementation Manual; and
 - (c) without limitation to sub-paragraph (b) above, recruit no later than three (3) months after Effective Date, a procurement specialist under the terms of reference satisfactory to the Association to be responsible for *inter alia* supporting and building capacity of the MoEVT.

B. Project Implementation Manual

1. The Project Implementing Entity shall prepare and adopt a Project implementation manual in a manner and substance satisfactory to the Association (the "Project Implementation Manual"), and shall thereafter implement the Project in accordance therewith, which manual shall set forth, *inter alia*: (a) the Project implementation arrangements, including the composition/membership, job descriptions/terms of reference and allocation of functions and responsibilities, reporting lines and accountabilities among implementation units (i.e. Steering Committee and Project Coordination Unit; (b) financial management arrangements for 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 Annual Work Plans and Budgets; (e) internal and external audit requirements, including regular submissions of audit reports to the Association; (f) arrangements for the School Transfers program including a positive list of eligible expenditures for School Transfers; (g) monitoring and evaluation framework and protocols, and reporting and communication requirements under the Project; (h) protocols for the operation of the Project-level grievance redress mechanisms; and (i) such other technical and organizational arrangements and procedures as shall be required for the 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 Implementation 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 Implementation Manual and those of this Agreement and/or the Financing Agreement, the provisions of this Agreement and/or the Financing Agreement shall prevail.

C. Annual Work Plans & Budgets

1. The Project Implementing Entity shall, by no later than April 30 of each year during the implementation of the Project, prepare and furnish to the Association an annual work plan and budget containing all activities proposed to be carried out under the Project during the following Fiscal Year, as well as the proposed financing plan for the expenditures required thereunder, indicating the envisioned amounts and source of financing, all in accordance with the Project Coordination Unit, each said Annual Work Plans & Budgets 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 Annual Work Plans & Budgets, and, thereafter, ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with the Annual Work Plans & Budgets as shall have been approved by the Steering Committee 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 Annual Work Plans & Budgets without the Association's prior written concurrence.

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 ("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.
2. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. 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, any case of sexual exploitation and abuse, sexual harassment and violence against minors, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

4. 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.
5. 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.

E. School Construction Strategy

1. The Project Implementing Entity shall prepare and adopt a school construction strategy in form and substance satisfactory to the Association "School Construction Strategy", containing *inter alia*: norms, architectural standards, planning process, distance to school, school size, projection of needs for infrastructure, maintenance strategy, standard for special needs, roles and responsibilities and monitoring-evaluation related to school construction program under Part 3.1 of the Project.
2. The Project Implementing Entity shall ensure that the works under Component 3.1 are carried out in accordance with the School Construction Strategy.

3. The Project Implementing Entity shall not amend, suspend, abrogate, repeal or waive any provision of the School Construction Strategy without prior written agreement by the Association.

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 and the Association not later than thirty (30) days after the end of the period covered by such 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.