



GRANT NUMBER D9380-SL

Project Agreement

(Quality Essential Health Services and Systems Support Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

PARTNERS IN HEALTH SIERRA LEONE



PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and PARTNERS IN HEALTH SIERRA LEONE (“Project Implementing Entity” or “PIH-SL”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between the Republic of Sierra Leone (“Recipient”) and the Association, concerning Grant No. D9380-SL.

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 Part 1(a) 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 Part 1(a) 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 executive director.
- 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:
248423(MCI)	1-202-477-6391

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

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

25 Saquee Road
Freetown
Sierra Leone; and

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

E-mail: BBarrie@pih.org

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Abdu Muwonge

Authorized Representative

Abdu Muwonge

Name: _____

Country Manager

Title: _____

15-Dec-2021

Date: _____

PARTNERS IN HEALTH SIERRA LEONE

By

Dr. Bailor Barrie

Authorized Representative

Dr. Bailor Barrie

Name: _____

Executive Director

Title: _____

20-Dec-2021

Date: _____

SCHEDULE

Execution of the Project Implementing Entity's Respective Part of the Project

Section I. Implementation Arrangements

A. Project Implementation Manual

1. The Project Implementing Entity shall carry out the Part 1(a) of the Project in accordance with the provisions of the Project implementation manual containing, *inter alia*, the following provisions: (a) disbursement and financial management arrangements; (b) institutional administration, coordination and day-to-day execution of activities of the Project; (c) monitoring, evaluation, reporting and communication; (d) fiduciary aspects (*i.e.*, procurement, financial management and internal audit); (e) Project impact and implementation indicators, including the procedures for monitoring and evaluation of the Project; (f) arrangements for management and monitoring of environmental and social management aspects; and (g) such other arrangements and procedures as shall be required for the effective implementation of the Project, in form and substance satisfactory to the Association ("Project Implementation Manual").
2. In case of any conflict between the arrangements and procedures set out in the Project Implementation Manual, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. Annual Work Plan and Budget

1. For purposes of implementation of the Project, the Project Implementing Entity shall:
 - (a) by no later than one (1) month after the Effective Date prepare and furnish to the Recipient, the first work plan and budget for Part 1(a) of the Project. Thereafter, not later than November 30 of each Fiscal Year during the implementation of the Project, prepare and furnish to the Recipient subsequent annual work plan and budget. Said annual work plan and budget containing all activities proposed to be included in Part 1(a) of the Project during the following Fiscal Year, and a proposed financing plan for expenditures required for such activities, setting forth the proposed sources of financing;
 - (b) afford the Recipient a reasonable opportunity to exchange views with the Project Implementing Entity on each such proposed annual work plan and budget and thereafter, without limitation to the pertinent provisions of this Agreement, ensure that its respective part of the Project is implemented during said following Fiscal Year in accordance with such annual work plan and budget as shall have been approved by the Association. Only the activities included in the annual work plan and budget expressly approved by the Association are eligible for financing from the proceeds of the Financing; and
 - (c) not make or allow to be made any material change to the approved annual work plan and budget without prior approval in writing by the Association.

C. Cooperation Agreement

1. To ensure the effective implementation of Part 1(a) of the Project, the Project Implementing Entity shall:
 - (a) enter into a cooperation agreement (“Cooperation Agreement”) with the Recipient, under terms and conditions satisfactory to the Association, which shall include the obligation of the Project Implementing Entity to carry out the fiduciary (financial management, procurement and internal audit) aspects of Part 1(a) of the Project;
 - (b) shall ensure that it is maintained with functions, dedicated staffing and resources satisfactory to the Association for managing the fiduciary aspects of the Project; and
 - (c) exercise its rights under the Cooperation Agreement in such a manner as to protect the interests of the Project Implementing Entity and the Association, and to accomplish the purpose of the Cooperation Agreement.
2. In case of any conflict between the provisions of the Cooperation Agreement and this Agreement, the provisions of this Agreement shall prevail.

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 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.
3. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association 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 thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association 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 Association.

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 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.
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 Association.
7. 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 Part 1(a) of the Project and prepare Project Reports for Part 1(a) 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 six (6) months covering the calendar year, and shall be furnished to the Recipient not later than one (1) 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 provide to the Recipient not later than five (5) 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.