

OFFICIAL DOCUMENTS

LOAN NUMBER 9097-BA

Project Agreement

(Bosnia and Herzegovina Emergency COVID-19 Project)

between

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

and

REPUBLIKA SRPSKA

International Bank for Reconstruction and Development
1818 N Street, N.W.
Washington, D.C. 20433
United States of America

MAXIMUM TALK 1-800-477-0999 www.worldbank.org
64143 MCT

1.01 For purposes of Section 1801 of the General Conditions (at the Project Implementing Entity's address is:

Ministry of Finance of Republika Srpska
Trg Republike Srpske 1

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank") and REPUBLIKA SRPSKA ("Project Implementing Entity") ("Project Agreement") in connection with the Loan Agreement ("Loan Agreement") of the Signature Date between BOSNIA AND HERZEGOVINA ("Borrower") and the Bank, concerning Loan No. 9097-BA. The Bank 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 Loan 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 Loan 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 Part 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 the Project.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity's Representative is its Minister of Finance.
- 3.02. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

International Bank for Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America; and

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	lvangelder@worldbank.org

- 3.03. For purposes of Section 10.01 of the General Conditions: (a) the Project Implementing Entity's address is:

Ministry of Finance of Republika Srpska
Trg Republika Srpske 1

78000 Banja Luka
Bosnia and Herzegovina; and

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

Facsimile:

E-mail:

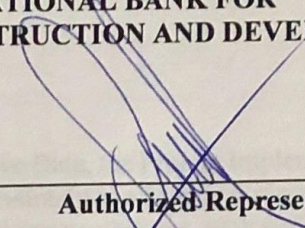
387 51 339 645

mf@mf.vladars.net

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

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: EMANUEL SAUNAS MUNOZ

Title: COUNTRY MANAGER

Date: 14.05.2020.

REPUBLIKA SRPSKA

By



Authorized Representative

Name: ZORA VIDOVIC

Title: MINISTER OF FINANCE

Date: 14.05.2020.

06.08/322-214/20

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements

1. No later than one (1) month after the Effective Date, the Project Implementing Entity shall, through the MOHSW retain and thereafter maintain at all times during the implementation of the Project, staff in adequate numbers and responsibilities, with sufficient resources and competencies, all acceptable to the Bank and as set forth in the Project Operational Manual.
2. To facilitate the implementation of Part A.1.2 of the Project, no later than one (1) month after the Effective Date, the Project Implementing Entity shall issue a directive for simplified or emergency registration procedures for Cash Transfer and Social Service Programs, in a manner and with contents acceptable to the Bank.

B. Project Operational Manual

1. No later than one (1) month after the Effective Date, the Project Implementing Entity, through MOHSW shall adopt, and thereafter carry out the Project Implementing Entity's Respective Part of the Project, and cause PHI to carry out its activities under the Project, all in accordance with, a manual (the Project Operational Manual), satisfactory to the Bank containing, *inter alia*: (i) specific provisions on detailed arrangements for the carrying out of the Project Implementing Entity's Respective Part of the Project; (ii) the composition and responsibilities of MOHSW related to the implementation of the Project; (iii) the procurement, financial management and disbursement requirements thereof; (iv) personal data collection and processing requirements in accordance with good international practices; (v) the performance indicators; and (vi) the Anti-Corruption Guidelines.
2. The Project Implementing Entity shall not amend, waive, or fail to enforce any provision of the Project Operational Manual without the Bank's prior written approval. In case of any conflict between the terms of the Project Operational Manual and those of this Agreement, the terms of this Agreement shall prevail.

C. Environmental and Social Standards

1. The Project Implementing Entity shall ensure that the Project Implementing Entity's Respective Part of the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.
2. Without limitation upon paragraph 1 above, the Project Implementing Entity shall ensure that the Project Implementing Entity's Respective Part of the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Bank. 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 Bank 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 Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, 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 Bank 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 Bank.
6. The Project Implementing Entity shall ensure that all bidding documents and contracts for civil works under the Project Implementing Entity's Respective Part of 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

1. The Project Implementing Entity shall monitor and evaluate the progress of the Project Implementing Entity's Respective Part 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 indicators acceptable to the Bank. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Bank no 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 Bank not later than six (6) months after the Closing Date, the report referred to in Section 5.08 (c) of the General Conditions for the Project Implementing Entity's Respective Part of the Project.
3. Except as may otherwise be explicitly required or permitted under the Loan Agreement, under this Agreement, or as may be explicitly requested by the Bank, in sharing any information, report or document related to the Project activities, the Project Implementing Entity shall ensure that such information, report or document does not include personal data.