

# OFFICIAL DOCUMENTS

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CREDIT NUMBER (REGULAR) 6186-NG  
CREDIT NUMBER (SUF) 6185-NG

## Project Agreement

(Electricity Transmission Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

TRANSMISSION COMPANY OF NIGERIA

Dated APRIL, 2018

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**CREDIT NUMBER (REGULAR) 6186-NG  
CREDIT NUMBER (SUF) 6185-NG**

**PROJECT AGREEMENT**

AGREEMENT between the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and the TRANSMISSION COMPANY OF NIGERIA (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreements (“Financing Agreements”) of the Signature Date, between the FEDERAL REPUBLIC OF NIGERIA (“Recipient”) and the Association concerning Credit No. (Regular) 6186-NG and Credit No. (SUF) 6185-NG. 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 Agreements) constitute an integral 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 Agreements or the General Conditions.

**ARTICLE II — PROJECT**

- 2.01. The Project Implementing Entity (“PIE”) declares its commitment to the objectives of the Project and Program. To this end, the PIE 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 PIE’s Representative is its Chief Executive Officer.
- 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:

Transmission Company of Nigeria  
Plot 441, Zambezi Crescent  
Maitama,  
Abuja, Nigeria; and

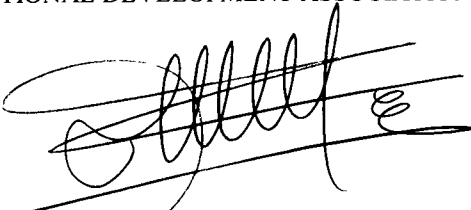
- (b) the Project Implementing Entity's Electronic Address is:

Facsimile:  
234 9 4135500

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:

  
Authorized Representative


Name: RACHID BENMESSOUD

Title: COUNTRY DIRECTOR FOR NIGERIA

Date: MARCH 23, 2018

TRANSMISSION COMPANY OF NIGERIA

By:

  
Authorized Representative

Name: USMAN GUS MOHAMMED

Title: MANAGING DIRECTOR / CEO

Date: 13/04/2018

## SCHEDULE

### Execution of the Project

#### Section I. Institutional and Implementation Arrangements

##### A. Institutional Arrangements

##### 1. Subsidiary Agreement

- (a) To facilitate the carrying out of the Project, the PIE shall enter into a Subsidiary Agreement with the Recipient, in accordance with the provisions of Section I.B of Schedule 2 to the Financing Agreements.
- (b) The PIE shall duly perform all its obligations under the Subsidiary Agreement. Except as the Association shall otherwise agree, the PIE shall not take or concur in any action which would have the effect of amending, abrogating, assigning or waiving the Subsidiary Agreement or any provision thereof.

##### 2. Program Coordinator

The PIE shall appoint and thereafter maintain, at all times during the implementation of the Project, a Program Coordinator to be responsible for overall coordination of the Program. In particular, the Program Coordinator shall be responsible for, *inter alia*: (i) overseeing the resolution of Project management issues; (ii) collaboration with, among others, the Federal Ministry of Power, Works and Housing, the Federal Ministry of Finance, various ministries, departments and agencies, local government agencies and other inter-agencies to ensure smooth performance of the Program; (iii) overseeing the implementation of all environmental and social safeguards activities under the Project and the Program; and (iv) supervision of monitoring and evaluation activities, as well as internal and external audits under the Project, all in accordance with the provisions of the Project Implementation Manual.

##### 3. Project Management Unit

The PIE shall designate, at all times during the implementation of the Project, the Project Management Unit ("PMU") to be responsible for Project management as well as day to day coordination of the implementation of activities under the Project, and shall take all actions including the provision of funding, personnel and other resources necessary to enable the PMU to perform its functions.

4. Finance Department

Without limitation upon the provisions of paragraphs 2 and 4 above, the PIE shall designate, at all times during the implementation of the Project, the Finance Department to be responsible for financial management under the Project in consultation with the Federal Project Financial Management Division, and shall take all actions including the provision of funding, personnel and other resources necessary to enable the Finance Department to perform its functions.

**B. Implementation Arrangements**

1. Project Implementation Manual ("PIM")

The PIE shall carry out the Project in accordance with the PIM; provided, however, that in case of any conflict between the arrangements and procedures set out in the PIM and the provisions of this Agreement, the provisions of the Financing Agreements shall prevail.

2. Annual Work Plan and Budget

The PIE shall carry out the Project in accordance with the Annual Work Plan and Budget; provided, however, that in case of any conflict between the provisions of the Annual Work Plan and Budget and the provisions of this Agreement, the provisions of the Financing Agreements shall prevail.

**C. Safeguards**

1. The PIE shall carry out the Project in accordance with the Safeguards Frameworks and Safeguards Instruments, all in accordance with the provisions of Section I.D of Schedule 2 to the Financing Agreements.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

1. The PIE 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 indicators acceptable to the Association. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Association not later one month after the end of the period covered by such report.
2. The PIE shall provide to the Recipient not later than four 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.

**Section III. Procurement**

All goods, works, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Credit and Financing shall be procured in accordance with the provisions of Section III of Schedule 2 to the Financing Agreements.