
CREDIT NUMBER 6590-PK

Project Agreement

(Pandemic Response Effectiveness in Pakistan)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

PROVINCE OF KHYBER PAKHTUNKHWA

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and PROVINCE OF KHYBER PAKHTUNKHWA (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between the ISLAMIC REPUBLIC OF PAKISTAN (“Recipient) and the ASSOCIATION, concerning Credit No. 6590-PK. 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 objective of the Project and the MPA Program. To this end, the Project Implementing Entity shall carry out Part 1 of the Project (“Respective Part 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 Part 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 years after the Signature Date.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

- 4.01. The Project Implementing Entity’s Representative is its Additional Chief Secretary or his/her designate.
- 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 CMUPakistan@worldbank.org

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

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

Government of Khyber Pakhtunkhwa
Civil Secretariat
Planning and Development Department
Khyber Pakhtunkhwa, Pakistan; and

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

Facsimile: E-mail:
+92-91-9211369 psacskp@gmail.com

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Illango Patchamuthu

Title: Country Director

Date: 03-Apr-2020

PROVINCE OF KHYBER PAKHTUNKHWA

By



Authorized Representative

Name: MUHAMMAD YAHYA AKHONZADA

Title: Secretary Health KP

Date: 3/4/2020

Secretary to Govt: of
Khyber Pakhtunkhwa
Health Department

SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Project Implementing Entity shall vest the overall responsibility for the planning, coordination, implementation, and reporting of its Respective Part of the Project in its Department of Health.
2. The Project Implementing Entity shall maintain, at all times during the implementation of the Project, a Provincial EPI Cell, with adequate number of staff and/or consultants, each with terms of reference, qualifications, and experience satisfactory to the Association, to be responsible for the implementation of its Respective Part of the Project.
3. The Project Implementing Entity shall ensure that the collection, use, and processing (including transfers to third parties) of any personal data collected under this Project will be done in accordance with best international practice ensuring legitimate, appropriate, and proportionate treatment of such data.

B. 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 its Respective Part of 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 its 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.

C. Procurement

Without limitation upon Section 5.13 of Article V of the General Conditions, all contracts procured by the Project Implementing Entity in accordance with Section V, paragraphs 5.1 and 5.2, Advance Contractive and Retroactive Financing, of the Procurement Regulations, shall be eligible for financing from the proceeds of the Financing only if the related contractors, suppliers, and consultants have expressly agreed to comply with the Anti-Corruption Guidelines, as required under Section I.C below.

D. Anti-Corruption

Without limitation upon Section 5.14 of Article V of the General Conditions, the Project Implementing Entity shall ensure that all contractors, suppliers and

consultants financed from the proceeds of the Financing have expressly agreed to comply with the provisions of the Anti-Corruption Guidelines, including the Association's right to inspect all accounts, records, and other documents relating to the Project that are required to be maintained pursuant to this Agreement, and to have them audited by, or on behalf of, the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports.

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part 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 not later than one 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. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 to this Agreement, the Project Implementing Entity shall ensure that such information, report or document does not include Personal Data.
2. The Project Implementing Entity shall provide to the Recipient not later than three months, 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.