

Public Disclosure Authorized

OFFICIAL DOCUMENTS

GRANT NUMBER D3350-NE

Project Agreement

(Youth Employment and Productive Inclusion Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

FONDS D'APPUI A LA FORMATION PROFESSIONNELLE ET A
L'APPRENTISSAGE (FAFPA)

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GRANT NUMBER D3350-NE

PROJECT AGREEMENT

AGREEMENT entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and FONDS D’APPUI A LA FORMATION PROFESSIONNELLE ET A L’APPRENTISSAGE (FAFPA) (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between the REPUBLIC OF NIGER (“Recipient”) and the Association. 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) 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 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 2 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 (20) years after the Signature Date.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

- 4.01. The Project Implementing Entity’s Representative is its General Manager (*Directeur Général*).

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

(a) The Association's Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

(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:

BP 12745
Niamey
Republic of Niger

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By:



Authorized Representative

Name: Siaka Bakayoko

Title: Country Manager

Date: June 28th, 2018

FONDS D'APPUI A LA FORMATION
PROFESSIONNELLE ET A L'APPRENTISSAGE
(FAFPA)

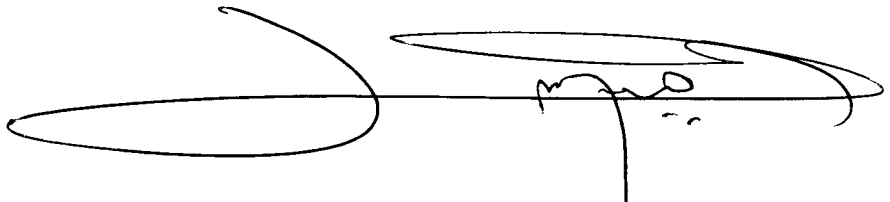
By

Authorized Representative

Name: Abdou Djerma Lawal

Title: General Manager

Date: June 28th, 2018



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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 carry out Part 2 of the Project (Respective Part of the Project) and shall ensure that its organizational and governance structure is maintained at all times during the implementation of the Project with mandates, functions, staffing and resources (including, *inter alia*, a fiduciary team dedicated to Project implementation), satisfactory to the Association and as further set forth in the Project Manuals.
2. The Project Implementing Entity shall no later than six (6) months after the Effective Date:
 - (a) have assigned or recruited an additional accountant, satisfactory to the Association; and
 - (b) have customized its existing computerized accounting software, in a manner satisfactory to the Association to fit the Project accounting and reporting needs,all as further set forth in the PIM.
3. The Project Implementing Entity shall exercise its rights and carry out its obligations under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

B. Project Manuals

1. (a) the Project Implementing Entity shall carry out Part 2 of the Project in accordance with the Project Implementation Manual and the Administrative, Accounting, and Financial Manual of Procedures; and
- (b) the Project Implementing Entity shall not assign, amend, abrogate, or waive the Project Implementation Manual, the Administrative, Accounting, and Financial Manual of Procedures or any provision thereof, if such assignment, amendment, abrogation or waiver may, in

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the opinion of the Association, materially or adversely affect the implementation of the Project.

2. In the event of any conflict between the provisions of the Project Manuals and those of this Agreement, the provisions of this Agreement shall prevail.

C. Cash Contribution, Stipends and Payment Agents

1. The Project Implementing Entity shall make Cash Contributions and/or Stipends to Eligible Beneficiaries in accordance with eligibility and selection criteria and procedures and transaction mechanisms and using appropriate documentation, acceptable to the Association and set forth in the PIM and the Administrative, Accounting, and Financial Manual of Procedures, such criteria to include, *inter alia*, the following:
 - (a) for payment of the first tranche of a Cash Contribution, confirmation that the Eligible Beneficiary has participated in the required training activities under the Project, such confirmation to be made by: (i) in the case of Cash Contributions under Part 1 of the Project, local employment agents recruited under Part 3 of the Project; or (ii) in the case of Cash Contributions under Part 2 of the Project, the Project Implementing Entity's local representatives, all as further set forth in the Project Manuals; and
 - (b) for payment of the second tranche of a Cash Contribution, confirmation that the Eligible Beneficiary has made satisfactory progress in setting up their selected income-generating activity, such confirmation to be made by: (i) in the case of Cash Contributions under Part 1 of the Project, local employment agents recruited under Part 3 of the Project; or (ii) in the case of Cash Contributions under Part 2 of the Project, the Project Implementing Entity's local representatives, all as further set forth in the Project Manuals.
2. For the purpose of making: (a) payments of Cash Contributions to Eligible Beneficiaries; and (b) awarding Stipends, the Project Implementing Entity shall conclude and thereafter implement one or more service agreements, in form and substance satisfactory to the Association, with a financial institution, microfinance institution or agency or other entity acceptable to the Association, each duly authorized to operate and operating in the Recipient's territory, to act as a payment agency for making payments of Cash Contributions to Eligible Beneficiaries and awarding Stipends; each such institution, agency or entity shall be selected on the basis of criteria, terms of reference, qualifications and experience satisfactory to the Association and in accordance with the provisions of the PIM and the Administrative, Accounting, and Financial Manual of

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Procedures, and each such service agreement shall be submitted to the Association for its prior review and approval.

D. Annual Work Plans and Budgets

1. Each year the Project Implementing Entity shall prepare for its Respective Part of the Project, and furnish to the Recipient a draft annual work plan (including Training, Stipends, Cash Contributions and Operating Costs), and budget for the Project, for each subsequent year of Project implementation, of such scope and detail as the Association shall have reasonably requested.
2. The Project Implementing Entity shall furnish to the Recipient, as soon as available, but in any case, not later than November 30 of each year, the annual work plans and budgets related to its Respective Part of the Project, for their transmission to the Association, review and approval; except for the annual work plan and budget for the Project for the first year of Project implementation which shall be furnished no later than one (1) month after the Effective Date. Only the activities included in an annual work plan and budget expressly approved by the Association (each an "Annual Work Plan and Budget") are eligible to a financing from the proceeds of the Financing.
3. Training shall be carried out on the basis of Annual Work Plans and Budgets, which shall, *inter alia*, identify: (a) particulars of the training envisaged; (b) the personnel to be trained; (c) the selection method of the institution or individuals conducting such training; (d) the institution conducting such training if identified; (e) the purpose and justification for such training; (f) the location and duration of the proposed training; and (g) the estimate of the cost of such training.
4. Annual Work Plans and Budgets may be revised as needed during Project implementation subject to the Association's prior approval.

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 indicators acceptable to the Association and listed in the Project Implementation Manual. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later three (3) weeks 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.

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2. The Project Implementing Entity shall provide to the Recipient not later than four (4) 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.

