

---

---

**CREDIT NUMBER 6246-PK**

# **Project Agreement**

**(Pakistan Hydromet and Climate Services Project)**

**between**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**NATIONAL DISASTER RISK MANAGEMENT FUND**

---

---

## **PROJECT AGREEMENT**

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and NATIONAL DISASTER RISK MANAGEMENT FUND (“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. 6246-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 objectives of the Project. To this end, the Project Implementing Entity 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 years after the Signature Date.

### **ARTICLE IV — REPRESENTATIVE; ADDRESSES**

- 4.01. The Project Implementing Entity’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:

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:

National Disaster Risk Management Fund  
5<sup>th</sup> Floor, EOBI House, Mauve Area, G-10/4  
Islamabad, Pakistan; and

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

Facsimile:                      E-mail:  
+92-51-910-8377              [info@ndrmf.pk](mailto:info@ndrmf.pk)

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

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**



\_\_\_\_\_  
**Authorized Representative**

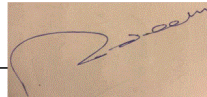
**Name:** Patchamuth Illangovan

**Title:** Country Director

**Date:** 21-May-2020

**NATIONAL DISASTER RISK MANAGEMENT FUND**

**By**



\_\_\_\_\_  
**Authorized Representative**

**Name:** Lieutenant General Nadeem Ahmed (Retd.)

**Title:** Chief Executive Officer

**Date:** 01-Jun-2020

## SCHEDULE

### Execution of the Project

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. The Project Implementing Entity shall establish and maintain throughout the implementation of the Project, a Project Management Team with mandate, composition, staffing and terms of reference acceptable to the Association, to be responsible for the overall implementation of the Project in accordance with the provisions of this Agreement, including inter alia, reporting, monitoring and evaluation, social and environmental management, procurement, financial management, and audit and disbursements.

##### B. Project Operations Manual

The Project Implementing Entity shall carry out the Project in accordance with the arrangements and procedures set out in the Project Operations Manual (provided, however, that in the event of any conflict between the arrangements and procedures set out in the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail), and not amend, abrogate or waive any provision of Project Operations Manual unless the Association has provided its prior no-objection thereof in writing.

##### C. Sub-projects

1. The Project Implementing Entity shall make Grants to Fund Implementation Partners in accordance with the eligibility criteria and procedures acceptable to the Association.
2. The Project Implementing Entity shall make each Grant under a Grant Agreement with the respective Fund Implementation Partner on terms and conditions approved by the Association, which shall include the rights adequate to protect the Project Implementing Entity's interests and those of the Recipient and the Association, including the right to:
  - (a) suspend or terminate the right of the Fund Implementation Partner to use the proceeds of the Grant, or obtain a refund of all or any part of the amount of the Grant then withdrawn, upon the Fund Implementation Partner's failure to perform any of its obligations under the Grant Agreement; and
  - (b) require each Fund Implementation Partner to: (i) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient; (ii) provide, promptly, as needed, the resources required for the purpose; (iii) procure the goods, works and services to be financed out of the Grant in accordance with the Procurement Regulations; (iv) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the Grant and the

achievement of its objectives; (v) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the Sub-project; and (B) at the Recipient's or the Association's or the Project Implementing Entity's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient, the Association, and the Project Implementing Entity; (vi) enable the Recipient, the Association, and the Project Implementing Entity to inspect the Sub-project, its operation and any relevant records and documents; and (vii) prepare and furnish to the Recipient, the Association, and the Project Implementing Entity all such information as the Recipient or the Association or the Project Implementing Entity shall reasonably request relating to the foregoing.

3. The Project Implementing Entity shall exercise its rights under each Grant Agreement in such manner as to protect the interests of the Recipient, the Association, and the Project Implementing Entity and to accomplish the purposes of the Financing. Except as the Recipient and the Association shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive any Grant Agreement or any of its provisions.

**D. Safeguards**

1. The Project Implementing Entity shall:
  - (a) ensure that the Project is carried out in accordance with the Safeguards Instruments, in a manner and substance satisfactory to the Association; and
  - (b) refrain from amending, suspending, waiving, abrogating, and/or voiding any provision of the Safeguards Instruments, in whole or in part, without the prior written agreement of the Association.
2. The Project Implementing Entity shall:
  - (a) take all necessary actions to avoid or otherwise minimize to the extent possible, and to mitigate, any involuntary loss by persons of shelter, productive assets or access to productive assets or income or means of livelihood, temporarily or permanently, and the displacement of said people in the carrying out of the Project or any part thereof; and
  - (b) whenever a new or revised RAP, IPP or ESMP or any additional or revised Safeguards Instrument is required for any proposed activity under the Project in accordance with the provisions of the RPF, IPPF, and ESMF, respectively:
    - (i) prior to the commencement of such activity, proceed to have such ESMP, IPP or RAP (as the case may be): (i) prepared in accordance with the provisions of the ESMF, IPPF, and the RPF, respectively; (ii) furnished to the Association for review and approval; and (iii) thereafter adopted and disclosed as approved by the Association, in a manner acceptable to the Association;

- (ii) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESMP, IPP or RAP (as the case may be); and
  - (iii) in the case of any activity involving Displaced Persons, ensure that no displacement shall occur before the necessary measures consistent with the RAP have been executed, including full payment to Displaced Persons of compensation and other assistance required for relocation prior to displacement of persons or commencement of works or other related Project activities in a manner satisfactory to the Association.
- 3. The Project Implementing Entity shall ensure that each contract for civil works under the Project include the obligation of the relevant contractor to comply with the relevant Safeguard Instrument applicable to such civil works commissioned/awarded pursuant to said contract.
- 4. The Project Implementing Entity shall maintain throughout Project implementation, a Project grievance redress mechanism, with staffing and operating procedures acceptable to the Association, for monitoring and addressing the concerns of people affected by the Project and building public and stakeholder support for the Project.
- 5. The Project Implementing Entity shall maintain policies and procedures adequate to enable it to monitor and evaluate, in accordance with guidelines acceptable to the Association, the implementation of the Safeguards Instruments. Without limiting its other reporting obligations under this Agreement, the Project Implementing Entity shall take all necessary measures to collect, compile and submit to the Association, as part of the Project Reports, information on the status of compliance with the Safeguards Instruments, giving details of:
  - (a) measures taken in furtherance of the Safeguards Instruments;
  - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments, particularly those related to the relevant ESMP, IPP or RAP; and
  - (c) remedial measures taken or required to be taken immediately to address such conditions.
- 6. In the event of any inconsistency between the provisions of any of the Safeguards Instruments and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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

### **A. Project Reports.**

The Project Implementing Entity 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 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 forty-five (45) days 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.

**Section III. Procurement**

All goods, works and services for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the Financing Agreement.