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**CREDIT NUMBER 7013-NE  
GRANT NUMBER D956-NE  
ESMAP GRANT NUMBER TF0B7328**

# **Project Agreement**

**(Niger Accelerating Electricity Access Project (Haské))**

**between**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**Agence Nationale d’Energie Solaire du Niger (“ANERSOL”)**

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**CREDIT NUMBER 7013-NE**  
**GRANT NUMBER D956-NE**  
**ESMAP GRANT NUMBER TF0B7328**

## **PROJECT AGREEMENT**

AGREEMENT between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and ANERSOL ("Project Implementing Entity" or "ANERSOL") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") of the Signature Date between the Republic of Niger ("Recipient") and the Association, concerning Credit No. 7013-NE and Grant No. D956-NE. 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. ANERSOL declares its commitment to the objectives of the Project and the MPA Program. To this end, ANERSOL shall carry out Parts 3 and 4.3(c) 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 Director General.

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) or          (+1) 202-477-6391

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

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

ANERSOL  
126 boulevard de l'Indépendance-Issa Béri  
BP 621 Niamey  
Republic of Niger; and

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

Facsimile  
  
(+227) 2072 3923

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

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By

Claude Fuz

Authorized Representative

Name: CLARA ANA GUTINHO DE SOUSA

Title: COUNTRY DIRECTOR

Date: March 8, 2022

**ANERSOL**

By

Authorized Representative

Name: SIDO Mariana

Title: General Manager

Date: March 8, 2022



## SCHEDULE

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

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

1. ANERSOL shall vest responsibility to implement (including the financial management, procurement and environmental and social aspects) the off-grid and clean cooking activities under Parts 3 and 4.3(c) of the Project.
2. To this end, ANERSOL shall establish and thereafter maintain, throughout Project implementation, an implementation unit with functions, responsibilities and sufficient resources acceptable to the Association, and staffed with competent personnel in adequate numbers, with qualifications, experience, integrity and terms of reference satisfactory to the Association and as set forth in the PIM ("ANERSOL PIU"). To this end, ANERSOL shall recruit, not later than three (3) months after the Effective Date, and thereafter retain at all times during Project implementation within the ANERSOL PIU, the following staff, each with terms of reference, qualifications and experience satisfactory to the Association: (a) a Project coordinator; (b) an environmental safeguards specialist; (c) a social safeguards specialist; and (d) a gender specialist.
3. ANERSOL shall be responsible for fiduciary and safeguards aspects of activities under Part 3.3 of the Project, while DEREK shall be responsible for technical implementation of said activities carried out under Part 3.3 of the Project. To this end, prior to implementation of any CEC activities under Part 3.3 of the Project, ANERSOL shall enter into an agreement with DEREK ("Implementation Agreement"), under terms and conditions which shall have been approved by the Association and shall include, *inter alia*:
  - (a) DEREK's obligation to select RBF Grants and RBF Subsidies under Part 3.3 of the Project, in accordance with the eligibility criteria acceptable to the Association and set forth in the RBF Manual.
  - (b) DEREK's obligation to: (i) procure services in accordance with the provisions of this Agreement; (ii) carry out its obligations under the Implementation Agreement with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social aspects and practices satisfactory to the Association, including in accordance with the provisions of the Procurement Regulations, Environmental and Social Standards and the Anti-Corruption Guidelines; (iii) provide, promptly as needed, the resources required for the purpose; (iv) maintain procedures adequate to

enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the RBF Grants, RBF Subsidies and advisory services, and the achievement of their objectives; and (v) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

- (c) DEREK shall prepare in collaboration with ANERSOL a semestrial report on the progress of technical implementation of activities under Part 3.3 of the Project, as set forth in the PIM.
  - (d) DEREK and ANERSOL shall exercise their rights and carry out its obligations under the Implementation Agreement in such manner as to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient and ANERSOL shall not assign, amend, abrogate or waive the Implementation Agreement or any of its provisions.
- 4. The Recipient's Project Steering Committee under the MPEER, shall be responsible for overall Project oversight, provision of strategic guidance to the Project Implementing Entities and approval of Annual Work Plans and Budgets. To this end, the Steering Committee shall be chaired by the Secretary General of MPEER, and comprised of representatives from NIGELEC, ANPER, ANERSOL, the Recipient's Ministry of Planning and Finance. To this end, the Project Steering Committee shall meet at least twice a year.
  - 5. The Technical Working and Coordination Group shall be established by the Recipient under NIGELEC, with terms of reference, composition and powers acceptable to the Association and defined in the PIM, to be responsible for coordination between the Project Implementing Entities and monitoring of the Project implementation progress. To this end, the Technical Working and Coordination Group shall be chaired by the coordinator of the NIGELEC PIU and comprised of the coordinators of the ANPER PIU and the ANERSOL PIU, a representative of the DEREK and a representative of the MPEER; and shall meet at least once a month.

#### **B. Implementation Covenants**

##### *Annex to the Project Implementation Manual*

- 1. ANERSOL shall prepare, and furnish to the Association for approval, an annex to the Project Implementation Manual ("PIM") for implementation of Parts 3 and 4.3(c) of the Project, including financial management arrangements, procurement procedures and safeguards measures. Thereafter, ANERSOL shall adopt said annex approved by the Association (and thereafter to be annexed to the PIM) and implement the related Parts of the Project in accordance with the PIM and its

annex, and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the annex.

2. In case of conflict between any of the provisions of the PIM and the annex and this Agreement, the provisions of this Agreement shall prevail.

*RBF Manual*

3. For the purposes of implementing Parts 3.2(b) and (c) and 3.3(b) and (c) of the Project, the ANERSOL shall cause the Fund Manager to prepare and adopt a manual which shall set forth, *inter alia*: (a) the administrative, accounting, auditing, reporting, financial, and procurement procedures for Parts 3.2 and 3.3 of the Project; (b) the terms and conditions of each RBF Grant Agreement and RBF Subsidy Agreement (including eligibility criteria for selection of beneficiaries and investments to be financed); and (c) the Anti-Corruption Guidelines; in accordance with terms of reference satisfactory to the Association ("RBF Manual").
4. ANERSOL and the Fund Manager shall prepare and adopt the RBF Manual approved by the Association and implement Parts 3.2 and 3.3 of the Project in accordance with the RBF Manual, and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the RBF Manual.
5. In case of conflict between the provisions of the RBF Manual and this Agreement, the provisions of this Agreement shall prevail.

*Procurement, Accounting and Financial Management*

6. ANERSOL, shall not later than three (3) months after the Effective Date: (a) acquire, install and thereafter maintain throughout the Project implementation period, an accounting software for the ANERSOL's Respective Parts of the Project, acceptable to the Association; and (b) recruit, and thereafter maintain throughout the Project implementation period: (i) an accountant; and (ii) a procurement specialist, for the ANERSOL's Respective Parts of the Project, each with experience, qualifications and on terms of reference acceptable to the Association; and (c) update and thereafter maintain throughout the Project implementation period, the terms of reference of the existing staff responsible for financial management of the ANERSOL's Respective Parts of the Project, acceptable to the Association.

**C. Subsidiary Agreement**

1. To facilitate the carrying out of its Respective Part of the Project, ANERSOL shall, prior to the Effective Date, enter into a subsidiary agreement with the Recipient through its Ministry of Finance, under terms and conditions approved by the

Association ("ANERSOL Subsidiary Agreement"), which shall include *inter alia* the following:

- (a) the Recipient shall make part of the proceeds of the Financing, allocated from time to time to Categories (3), (4), (6) and (7) of the table set forth in Section III.1 of Schedule 2 to the Financing Agreement, available to ANERSOL under the Subsidiary Agreement;
  - (b) the Financing under Categories (3), (4), (6) and (7) will be provided on Grant Terms, as agreed financial terms in writing in the ANERSOL Subsidiary Agreement;
  - (c) the principal amount of the Financing made available under the Subsidiary Agreement shall be denominated and non-repayable in CFA Francs;
  - (d) ANERSOL shall carry out Project activities under its responsibility in accordance with this Agreement, the Financing Agreement, the PIM and annexes, the RBF Manual, the ESCP, and the Anti-Corruption Guidelines; and
  - (e) the right of the Recipient to take remedial actions against ANERSOL, in case ANERSOL shall have failed to comply with any of its obligations under the Subsidiary Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the Subsidiary Financing transferred to ANERSOL pursuant to the Subsidiary Agreement (as the case may be).
2. ANERSOL shall exercise its rights 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, ANERSOL shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
- D. Result-based Financing Grants and Result-based Financing Subsidies under Part 3 of the Project**

*Result-based Financing Grants ("RBF Grants")*

1. For the purpose of carrying out Parts 3.2(b) and 3.3(b) of the Project, ANERSOL shall make an RBF supply-side grant ("RBF Grant") to an RBF Grant Beneficiary in accordance with eligibility criteria, selection procedures and guidelines as set forth in the PIM and in the RBF Manual, including that the proposed RBF Grant Beneficiary: (a) will be selected based on a selected business plan; (b) is a legal entity; (c) has met eligibility conditions pursuant to the provisions of the RBF Manual; and (d) will be given a RBF Grant once a Milestone has been achieved.



2. ANERSOL shall make the RBF Grant under an RBF Grant Agreement with an RBF Grant Beneficiary in accordance with terms and conditions described in more details in the RBF Manual, which shall include, *inter alia*, the following:
  - (a) the responsibilities and obligations of each party; a description of the eligible supply services provided by the RBF Grant Beneficiaries and; the technical, administrative and fiduciary aspects of their participation to the use of funds under Parts 3.2(b) and 3.3(b) of the Project, including *inter alia*: number of beneficiaries targeted, number of remote off-grid regions targeted, disbursements requirements and procedures, payment modalities, verification arrangements and other relevant financial and administrative data required;
  - (b) each such RBF Grant Agreement is carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association;
  - (c) the obligation for RBF Grant Beneficiaries to adhere to Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations; and
  - (d) the obligation for ANERSOL to ensure that payment under each RBF Grant Agreement is subject to a verification process satisfactory to the Association and set forth in the RBF Manual.
3. ANERSOL, shall exercise its rights and perform its obligations under the RBF Grant Agreement in such manner as to protect its interests and those of the Association and to accomplish the purposes of the RBF Grant Agreement.
4. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived the RBF Grant Agreement, or any provision thereof.

*Result-based Financing Subsidies ("RBF Subsidies")*

5. To facilitate the carrying out of Parts 3.2(c) and 3.3(c) of the Project, ANERSOL shall make RBF demand-side subsidies ("RBF Subsidies") available to a RBF Subsidies Beneficiary in accordance with eligibility criteria, selection procedures and guidelines as set forth in the PIM and in the RBF Manual, including that the proposed RBF Subsidies Beneficiary: (a) will be selected based on the purchase of eligible quality certified off-grid products; (b) is a natural person or a legal entity allowed to operate in Niger and located in rural areas; (c) has met eligibility conditions pursuant to the provisions of the RBF Manual; and (d) will be given a RBF Subsidy to access said quality certified off-grid products.

6. To this end, ANERSOL shall enter into an RBF Subsidies Agreement with each selected RBF Subsidies Beneficiary, under terms and conditions described in the RBF Manual and approved by the Association, for the sale of solar kits for households and small business in target off-grid rural areas and clean and efficient stoves in target areas (in numbers set forth in the RBF Manual), including:
  - (a) the responsibilities and obligations of each party; a description of the eligible RBF demand-side services provided by the RBF Subsidies Beneficiaries and the technical, administrative and fiduciary aspects of their participation to the use of funds under Parts 3.2(c) and 3.3(c) of the Project, including: number of beneficiaries targeted, disbursements requirements and procedures, payment modalities, verification arrangements and other relevant financial and administrative data required;
  - (b) each such RBF Subsidies Agreement is carried out with due diligence and efficiency and in accordance with sound technical, financial, and managerial standards and practices acceptable to the Association;
  - (c) the obligation for RBF Subsidies Beneficiaries to adhere to Anti-Corruption Guidelines and ensure that the goods and services required are procured in accordance with the Procurement Regulations; and
  - (d) the obligation for ANERSOL to ensure that payment under each RBF Subsidies Agreement is subject to a verification process satisfactory to the Association and set forth in the RBF Manual.
7. In carrying out the implementation of Parts 3.2(c) and 3.3(c) of the Project, ANERSOL shall ensure the verification of the demand targets by a Verification Agent prior to the payment of RBF Subsidies.
8. ANERSOL shall exercise its rights and perform its obligations under the RBF Grant Agreement in such manner as to protect its interests and those of the Association and to accomplish the purposes of the RBF Grant Agreement.
9. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive, or permit to be assigned, amended, abrogated or waived the RBF Grant Agreement, or any provision thereof.

*Fund Manager*

10. For the purposes of carrying out Parts 3.2(b), 3.2(c), 3.3(b) and 3.3(c) of the Project, the ANERSOL shall select and appoint an independent private firm, with qualifications, experience and with terms of reference acceptable to the

Association, and in accordance with the Procurement Regulations ("Fund Manager").

11. The Fund Manager shall be duly authorized to operate in the territory of the Recipient, on terms and conditions satisfactory to the Association, to assist ANERSOL in providing RBF Grants and RBF Subsidies to their Eligible Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the PIM and the RBF Manual.
12. The Fund Manager shall, *inter alia*: (i) oversee the implementation of the RBF Grants and RBF Subsidies; (ii) deliver RBF Grants, RBF Subsidies to their Beneficiaries; and (iii) monitor and evaluate, under terms of reference satisfactory to the Association, the implementation of RBF Grants and RBF Subsidies, so as to ensure that: (a) payments are made exclusively to Eligible Beneficiaries for the carrying out of eligible activities; and (b) undistributed RBF Grants and/or RBF Subsidies are reconciled and sent back to ANERSOL, as further detailed in the PIM and the RBF Manual.

*Verification Agent*

13. For the purposes of carrying out Parts 3.2(b), 3.2(c), 3.3(b) and 3.3(c) of the Project, ANERSOL shall: (i) recruit and thereafter maintain, throughout Project implementation, an independent verification agent with terms of reference, qualifications and experience acceptable to the Association, for purposes of implementing third-party independent verification controls in accordance with the PIM and the RBF Manual in respect of the RBF Grants and RBF Subsidies activities to be carried out under Parts 3.2(b), 3.3(b), 3.2(c), and 3.3(c) of the Project ("Verification Agent"); and (ii) cause said Verification Agent to carry out, throughout Project implementation, semi-annual verification exercises of RBF Grants and RBF Subsidies provided under Parts 3.2(b), 3.3(b), 3.2(c), and 3.3(c) of the Project certify payment of any RBF Grant and RBF Subsidy after verifying satisfactory achievement of the results as documented in the verification reports; all in accordance with the provisions of the PIM and the RBF Manual.

**E. Environmental and Social Standards**

1. ANERSOL shall ensure that 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, ANERSOL shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, ANERSOL 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. ANERSOL 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 the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including *inter alia*, labor unrest, labor dispute, or forced labor issue in equipment supply chains, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. ANERSOL 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. ANERSOL shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and subcontractors 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**

**A. Project Reports**

1. ANERSOL shall monitor and evaluate the progress of its Respective Parts of the Project and prepare Project Reports for its Respective Parts 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 (through PIU NIGELEC) not later than three (3) weeks after the end of the period covered by such report for incorporation and forwarding by the Recipient (through PIU NIGELEC) to the Association of the overall Project Report.
2. ANERSOL shall provide to the Recipient not later than one (1) month 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.