
CREDIT NUMBER 7013-NE
GRANT NUMBER D956-NE

Project Agreement

(Niger Accelerating Electricity Access Project (Haské))

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

Agence Nigérienne de Promotion de l'Electrification en milieu Rural ("ANPER")

CREDIT NUMBER 7013-NE
GRANT NUMBER D956-NE

PROJECT AGREEMENT

AGREEMENT between the INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and ANPER ("Project Implementing Entity" or "ANPER") ("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. ANPER declares its commitment to the objectives of the Project and the MPA Program. To this end, ANPER shall carry out Parts 2.1 and 4.3(b) 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.

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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, 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:

ANPER
82 avenue de la Radio
Dar-es-Salam
BP 11577
Republic of Niger; and

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

Facsimile: E-mail:

(+227) 2035 0172 anperniger@anperniger.org

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Claudio G. M. N.

Authorized Representative

Name: CLARA ANA COSTA DE SOUSA

Title: COUNTRY DIRECTOR

Date: 03/01/2022

ANPER

By


Authorized Representative

Name: Salouhou HAMIDNE

Title: Director General

Date: 2nd March 2022

SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements

1. ANPER shall vest responsibility to implement (including the financial management, procurement and environmental and social aspects) the mini-grid activities under Parts 2.1 and 4.3(b) of the Project.
2. To this end, ANPER shall maintain, throughout Project implementation, its 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 ("ANPER PIU"). To this end, ANPER shall recruit, not later than three (3) months after the Effective Date, and thereafter retain at all times during Project implementation within the ANPER 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; (d) a health and security specialist; and (e) a gender-based violence specialist.
3. 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 Minister of MPEER0, 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.
4. 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.

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B. Implementation Covenants

Annex to the Project Implementation Manual

1. ANPER shall prepare, and furnish to the Association for approval, an annex to the Project Implementation Manual ("PIM") for implementation of Parts 2.1 and 4.3(b) of the Project, including financial management arrangements, procurement procedures and safeguards measures. Thereafter, ANPER 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.

Procurement, Accounting and Financial Management

3. ANPER, shall not later than three (3) months after the Effective Date: (a) update and thereafter maintain throughout the Project implementation period, an accounting software for its Respective Parts of the Project, acceptable to the Association; (b) recruit, and thereafter maintain throughout the Project implementation period: (i) an accountant and (ii) a procurement specialist, for the ANPER'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 ANPER'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, ANPER 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 ("ANPER 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 Category (2) of the table set forth in Section III.1 of Schedule 2 to the Financing Agreement, available to ANPER 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; and

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- (c) the principal amount of the Financing made available under the Subsidiary Agreement shall be denominated and non-repayable in CFA Francs;
 - (d) ANPER shall carry out Project activities under its responsibility in accordance with this Agreement, the Financing Agreement, the PIM and annexes, the ESCP, and the Anti-Corruption Guidelines; and
 - (e) the right of the Recipient to take remedial actions against ANPER, in case ANPER 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 ANPER pursuant to the Subsidiary Agreement (as the case may be).
2. ANPER 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, ANPER shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

D. Environmental and Social Standards

1. ANPER 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, ANPER 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, ANPER 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. ANPER 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. ANPER 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. ANPER 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. ANPER 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. ANPER 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.

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