
GRANT NUMBER 0864-NEP(SF)

GRANT AGREEMENT
(Special Operations)

(Strengthening Systems to Protect and Uplift Women Project)

between

NEPAL

and

ASIAN DEVELOPMENT BANK

DATED 27 DECEMBER 2022

NEP 55092

**GRANT AGREEMENT
(Special Operations)**

GRANT AGREEMENT dated 27 December 2022 between NEPAL ("Recipient") and ASIAN DEVELOPMENT BANK ("ADB").

WHEREAS

(A) the Recipient has applied to ADB for a grant for the purposes of the Project described in Schedule 1 to this Grant Agreement; and

(B) ADB has agreed to make a grant to the Recipient from ADB's Special Funds resources upon the terms and conditions set forth herein,

NOW THEREFORE the parties agree as follows

ARTICLE I

Grant Regulations; Definitions

Section 1.01. All provisions of ADB's Special Operations Grant Regulations, dated 1 January 2022 ("Grant Regulations"), are hereby made applicable to this Grant Agreement with the same force and effect as if they were fully set forth herein.

Section 1.02. Wherever used in this Grant Agreement, the several terms defined in the Grant Regulations have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Grant Agreement have the following meanings:

- (a) "Consulting Services" means consulting services as described in the Procurement Regulations and set out in the Procurement Plan, and to be financed out of the proceeds of the Grant;
- (b) "EARF" means the environmental assessment and review framework for the Project, including any update thereto, prepared and submitted by the Recipient and cleared by ADB;
- (c) "EMP" means each environmental management plan for the Project, including any update thereto, incorporated in each IEE;
- (d) "Environmental Safeguards" means the principles and requirements set forth in Chapter V, Appendix 1, and Appendix 4 (as applicable) of the SPS;
- (e) "IEE" means the initial environmental examination for the Project, including any update thereto, prepared and submitted by the Recipient and cleared by ADB;

- (f) "Indigenous Peoples Safeguards" means the principles and requirements set forth in Chapter V, Appendix 3, and Appendix 4 (as applicable) of the SPS;
- (g) "Involuntary Resettlement Safeguards" means the principles and requirements set forth in Chapter V, Appendix 2, and Appendix 4 (as applicable) of the SPS;
- (h) "GESIAP" means the Gender Equity and Social Inclusion Action Plan prepared for the Project, including any update thereto, agreed between ADB and the Recipient;
- (i) "Goods" means equipment and materials as set out in the Procurement Plan and to be financed out of the proceeds of the Grant, including any related Nonconsulting Services such as transportation, insurance, installation, commissioning, training, and initial maintenance;
- (j) "Government Agency" means any ministry, agency, division or state-owned entity of the Recipient or a Provincial Government;
- (k) "Loan Disbursement Handbook" means ADB's Loan Disbursement Handbook (2017, as amended from time to time);
- (l) "Nonconsulting Services" means nonconsulting services as described in the Procurement Regulations and set out in the Procurement Plan, and to be financed out of the proceeds of the Grant;
- (m) "PAM" means the project administration manual for the Project dated 22 September 2022 and agreed between the Recipient and ADB, as updated from time to time in accordance with the respective administrative procedures of the Recipient and ADB;
- (n) "PIU" means each of the four project implementation units for the Project, to be established respectively within each Provincial Government and the Project Coordination Office of the ADB Regional Urban Development Project within the Department of Urban Development and Building Construction of the Ministry of Urban Development of the Recipient, with responsibility for the project implementation activities set forth in the PAM,
- (o) "PMU" means the project management unit to be established within the Women Empowerment Division of the Project Executing Agency, with responsibility for the overall monitoring and supervision of all Project activities in accordance with the PAM;
- (p) "Procurement Plan" means the procurement plan for the Project dated 22 September 2022 and agreed between the Recipient and ADB, as updated from time to time in accordance with the Procurement Policy, the Procurement Regulations, and other arrangements agreed with ADB;

- (q) "Procurement Policy" means ADB's Procurement Policy – Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (r) "Procurement Regulations" means ADB's Procurement Regulations for ADB Borrowers – Goods, Works, Nonconsulting and Consulting Services (2017, as amended from time to time);
- (s) "Project Executing Agency" means the Ministry of Women, Children and Senior Citizens of the Recipient, which is responsible for the carrying out of the Project;
- (t) "Project Facilities" means the facilities to be constructed, rehabilitated, installed or provided under the Project;
- (u) "Project Province" means each of Sudurpaschim Province, Lumbini Province and Madhesh Province;
- (v) "Provincial Government" means the Government of each of Sudurpaschim Province, acting through its Ministry of Social Development; Lumbini Province, acting through its Ministry of Women, Children, and Senior Citizens; and Madhesh Province, acting through its Ministry of Women, Children, Youth and Sports;
- (w) "Safeguards Monitoring Report" means each report prepared and submitted by the Recipient to ADB that describes progress with implementation of and compliance with each EMP, including any corrective and preventative actions relevant to the SPS;
- (x) "Services" means Consulting Services and Nonconsulting Services;
- (y) "SPS" means ADB's Safeguard Policy Statement (2009);
- (z) "WCSCSC" means each women, children and senior citizen service center (to be constructed under Part 1 of the Project); and
- (aa) "Works" means construction or civil works as set out in the Procurement Plan and to be financed out of the proceeds of the Grant, including any related Nonconsulting Services and project related services that are provided as part of a single responsibility or turnkey contract.

ARTICLE II

The Grant

Section 2.01. ADB agrees to make available to the Recipient from ADB's Special Funds resources an amount of twelve million Dollars (\$12,000,000).

ARTICLE III

Use of Proceeds of the Grant

Section 3.01. The Recipient shall cause the proceeds of the Grant to be applied exclusively to the financing of expenditures on the Project in accordance with the provisions of this Grant Agreement.

Section 3.02. The proceeds of the Grant shall be allocated and withdrawn in accordance with the provisions of Schedule 2 to this Grant Agreement, as such Schedule may be amended from time to time by agreement between the Recipient and ADB.

Section 3.03. Except as ADB may otherwise agree, the Recipient shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Grant in accordance with the provisions of Schedule 3 to this Grant Agreement.

Section 3.04. Withdrawals from the Grant Account in respect of Goods, Works and Services shall be made only on account of expenditures relating to:

- (a) Goods which are produced in and supplied from and Works and Services which are supplied from such member countries of ADB as shall have been specified by ADB from time to time as eligible sources for procurement; and
- (b) Goods, Works and Services which meet such other eligibility requirements as shall have been specified by ADB from time to time.

Section 3.05. The Grant Closing Date for the purposes of Section 8.02 of the Grant Regulations shall be 30 June 2027 or such other date as may from time to time be agreed between the Recipient and ADB.

ARTICLE IV

Particular Covenants

Section 4.01. In the carrying out of the Project and operation of the Project Facilities, the Recipient shall perform, or cause to be performed, all obligations set forth in Schedule 3 to this Grant Agreement

Section 4.02. (a) The Recipient shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with financial reporting standards acceptable to ADB; (iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with auditing standards acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report, which includes the auditors' opinion(s) on the financial statements and the use of the Grant proceeds, and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB (A) copies of such audited financial statements, audit report and

management letter, all in the English language, no later than 9 months after the end of each related fiscal year during the first two years of Project implementation, and no later than 6 months after the end of each related fiscal year thereafter, and (B) such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 14 days of the date of ADB's confirmation of their acceptability by posting them on ADB's website.

(c) The Recipient shall enable ADB upon ADB's request, to discuss the financial statements for the Project and the Recipient's financial affairs where they relate to the Project with the auditors appointed pursuant to subsection (a)(iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Recipient, unless the Recipient shall otherwise agree.

Section 4.03. The Recipient shall enable ADB's representatives to inspect the Project, the Goods, Works and Services, and any relevant records and documents.

ARTICLE V

Effectiveness

Section 5.01 A date 90 days after the date of this Grant Agreement is specified for the effectiveness of this Grant Agreement for the purposes of Section 9.04 of the Grant Regulations.

ARTICLE VI

Termination

Section 6.01. The Grant Agreement and all obligations of the parties thereunder shall terminate on a date 20 years after the date of this Agreement.

ARTICLE VII

Miscellaneous

Section 7.01. The Secretary or Joint Secretary (International Economic Cooperation Coordination Division) of the Ministry of Finance of the Recipient is designated as representative of the Recipient for the purposes of Section 11.02 of the Grant Regulations.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the Grant Regulations:

For the Recipient

Ministry of Finance
Singhadurbar, Kathmandu
Nepal

Facsimile Number:

(977) 1-4200537

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

(632) 8636-2444
(632) 8636-2391.

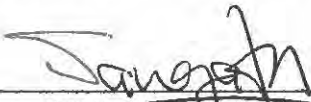
IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Grant Agreement to be signed in their respective names as of the day and year first above written and to be delivered at the principal office of ADB.

NEPAL



By 
ISHWORI PRASAD ARYAL
Joint Secretary
Ministry of Finance

ASIAN DEVELOPMENT BANK

By 
SAUGATA DASGUPTA
Officer-in-Charge
Nepal Resident Mission

SCHEDULE 1

Description of the Project

1. The objective of the Project is to improve access to and quality of gender-based violence services in Project areas
2. The Project shall comprise:
 - (a) **Part 1 – WCSCSC services:** (i) the construction of WCSCSCs within selected district and area police offices in the Project Provinces, incorporating (A) gender-sensitive, disability-friendly, and climate- and disaster-resilient design; (B) features to ensure users' privacy; and (C) facilities for short-term accommodation, including for elderly women and women with young children; and (ii) the establishment of referral data systems that includes details on survivors' backgrounds, such as marital status, ethnicity, and gender identity, within Project WCSCSCs;
 - (b) **Part 2 – Rehabilitation centers:** the establishment of approximately one long-term rehabilitation center in the Kathmandu Valley and in each Project Province, which shall be designed to incorporate climate- and disaster-resilient and disability-friendly features, and offer the following services to survivors of gender-based violence: short-term shelter, psychosocial counseling, life skills training, health services, legal services, therapeutic activities, continuing education support, and, on a pilot basis, supported affordable housing;
 - (c) **Part 3 – Community awareness:** activities to raise awareness on violence based on sexual orientation and gender identity and expression, including legal protections and available services, by the following means: (i) public dialogues and street drama; (ii) programs on local radio stations; (iii) a television series; and (iv) short videos tailored to specific age groups to be disseminated via low-cost media platforms; and
 - (d) **Part 4 – Institutional capacity:** measures to strengthen the capacity of service providers and key stakeholders to respond effectively to gender-based violence, including (i) training-related activities such as (A) training for police personnel on subjects such as gender-responsive investigation and communication skills; (B) revision and delivery of a psychosocial counseling training program to police personnel; (C) training for rehabilitation center staff on subjects such as sensitive, inclusive and respectful communication, ethical guidelines, preparedness, safety protocols, and case management; and (D) training for key government officials on laws relating to gender-based violence to support the integration of relevant provisions into Ministerial codes of conduct; training to stakeholders such as service providers and government officials on new approaches to countering gender-based violence; (ii) provision of a psychosocial counselling certification program; and (iii) the formation of one gender-based violence response co-ordination committee at the Federal level and in each Project Province, comprising government and civil society

representatives such as officials of relevant ministries, Nepal Police and community service organizations, to be provided with orientation on relevant emerging issues and approaches.

3. The Project is expected to be completed by 31 December 2026.

SCHEDULE 2**Allocation and Withdrawal of Grant Proceeds**General

1. The table attached to this Schedule sets forth the Categories of items of expenditure to be financed out of the proceeds of the Grant and the allocation of the Grant proceeds to each such Category ("Table"). (Reference to "Category" in this Schedule is to a Category of the Table.)

Basis for Withdrawal from the Grant Account

2. Except as ADB may otherwise agree, the proceeds of the Grant shall be allocated to items of expenditure, and disbursed on the basis of the withdrawal percentage for each item of expenditure, as set forth in the Table.

Reallocation

3. Notwithstanding the allocation of Grant proceeds and the withdrawal percentages set forth in the Table,

- (a) if the amount of the Grant allocated to any Category appears to be insufficient to finance all agreed expenditures in that Category, ADB may, in consultation with the Recipient, (i) reallocate to such Category, to the extent required to meet the estimated shortfall, amounts of the Grant which have been allocated to another Category but, in the opinion of ADB, are not needed to meet other expenditures, and (ii) if such reallocation cannot fully meet the estimated shortfall, reduce the withdrawal percentage applicable to such expenditures in order that further withdrawals under such Category may continue until all expenditures thereunder shall have been made; and
- (b) if the amount of the Grant allocated to any Category appears to exceed all agreed expenditures in that Category, ADB may, in consultation with the Recipient, reallocate such excess amount to any other Category.

Disbursement Procedures

4. Except as ADB may otherwise agree, the Grant proceeds shall be disbursed in accordance with the Loan Disbursement Handbook.

Retroactive Financing

5. Withdrawals from the Grant Account may be made to finance eligible expenditures incurred under the Project before the Effective Date, but not earlier than 12 months before the date of this Grant Agreement in connection with Works, Goods and Consulting Services, subject to a maximum amount equivalent to 20% of the Grant amount.

Condition for Withdrawals from Grant Account

7. Notwithstanding any other provision of this Grant Agreement, no withdrawals shall be made from the Grant Account for:

- (a) the Project until (i) the Recipient and each Provincial Government has established a gender-based violence response coordination committee; (ii) the Ministry of Finance of the Recipient and each Provincial Government has created a separate budget head and established systems for the allocation and release of Project expenses to the Project Executing Agency and the Project Provinces; (iii) the PMU is staffed, including with an appropriately qualified financial management specialist, and operational; (iv) each PIU is staffed, including with an appropriately qualified finance and administration officers, and operational; (v) the PMU and each PIU has been staffed with an appropriately qualified Project director, Project manager and Project accountant; and (vi) a Project focal has been appointed within the Department of Urban Development and Building Construction of the Recipient's Ministry of Urban Development; or
- (b) Part 2 of the Project until (i) the Recipient has prepared and approved a standard operating procedure, acceptable to ADB, to guide the operations of all long-term rehabilitation centers; and (ii) the Recipient has obtained all necessary approvals of the identified site for each rehabilitation center, and ADB is satisfied that there will be no safeguards-related impacts in relation to each rehabilitation center.

TABLE

ALLOCATION AND WITHDRAWAL OF GRANT PROCEEDS			
Number	Item	Total Amount Allocated for ADB Financing (\$)	Basis for Withdrawal from the Grant Account
		Category	
1	Civil Works**	6,267,000	73% of total expenditure claimed*
2	Vehicles, equipment, furniture and other project related costs**	1,107,000	100% of total expenditure claimed*
3	Capacity development and institutional strengthening**	694,000	82% of total expenditure claimed*
4	Rehabilitation services**	389,000	44% of total expenditure claimed*
5	Consultants**	743,000	100% of total expenditure claimed*
6	Unallocated**	2,800,000	
	TOTAL	12,000,000	

* Exclusive of taxes and duties imposed within the territory of the Recipient.

** Subject to the condition for withdrawal described in paragraph 7 of Schedule 2.

SCHEDULE 3

Execution of Project; Financial Matters

Implementation Arrangements

1. The Recipient shall ensure, or cause each Provincial Government to ensure, that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by the Recipient and ADB. In the event of any discrepancy between the PAM and the Grant Agreement, the provisions of the Grant Agreement shall prevail.
2. The Recipient shall ensure, or cause each Provincial Government to ensure, that sufficient staff are employed for the duration of the Project with adequate and relevant expertise in the field of project management, financial management, engineering, procurement, and environmental and social safeguards implementation. The Recipient shall ensure and cause each Provincial Government to ensure, that all staff employed for the Project are equipped with adequate office space, facilities, equipment, and support staff for the entire duration of the Project.
3. The Recipient shall ensure, or cause each Provincial Government to ensure, that the PMU and each PIU is equipped at all times with the necessary office space, facilities, equipment, and support staff for the entire duration of the Project. The Recipient shall apply its best efforts to ensure, and cause each Provincial Government to apply its best efforts to ensure, that the same persons shall continue to be assigned to key positions in the PMU and each P U for the entire duration of the Project, including, without limitation, the directors or heads of each PIU.

Procurement

4. The Recipient shall ensure, or cause each Provincial Government to ensure, that:
 - (a) the procurement of Goods, Works and Services is carried out in accordance with the Procurement Policy and the Procurement Regulations;
 - (b) Goods, Works and Services shall be procured based on the detailed arrangements set forth in the Procurement Plan, including the procurement and selection methods, the type of bidding documents, and ADB's review requirements. The Recipient may modify the detailed arrangements set forth in the Procurement Plan only with the prior agreement of ADB, and such modifications must be set out in updates to the Procurement Plan; and
 - (c) (i) all Goods and Works procured and Services obtained (including all computer hardware, software and systems, whether separately procured or incorporated within other goods and services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party; and (ii) all contracts for the procurement of Goods, Works and Services contain appropriate representations, warranties and, if

appropriate, indemnities from the contractor, supplier, consultant or service provider with respect to the matters referred to in this subparagraph.

Safeguards

Conditions for the Award of Contract

5. The Recipient shall ensure, or cause each Provincial Government to ensure, that no Works contract that involves environmental impacts shall be awarded until:
- (a) the Ministry of Forests and Environment of the Recipient has granted the approval of the IEE;
 - (b) the Recipient or the Provincial Government (as applicable) has obtained ADB's clearance of the IEE based on the final design;
 - (c) the Recipient or the Provincial Government (as applicable) has incorporated the relevant provisions from the relevant EMP into the Works contract; and
 - (d) in relation to each police building to be constructed under Part 1 of the Project, the design has been endorsed by the Engineering Department of Nepal Police.

Environment

6. The Recipient shall ensure, or cause each Provincial Government to ensure, that the preparation, design, construction, implementation, operation and decommissioning of the Project and all Project Facilities comply with (a) all applicable laws and regulations of the Recipient and the relevant Project Province relating to environment, health, and safety; (b) the Environmental Safeguards; (c) the EARF; and (d) all measures and requirements set forth in the relevant IEE and EMP, and any corrective or preventative actions set forth in any Safeguards Monitoring Report.

Land Acquisition and Involuntary Resettlement

7. The Recipient shall ensure, or cause each Provincial Government to ensure, that the Project does not have, and that no contracts are awarded that may have, any resettlement impacts or risks within the meaning of the SPS. In the event that the project does have any such impact or risk, the Recipient shall or shall cause the relevant Provincial Government to take all steps required to ensure that the Project complies with the SPS and all applicable laws and regulations of the Recipient and the relevant Project Province.
8. The Recipient shall ensure, and cause each Provincial Government to ensure that:
- (a) all Project sites are owned by the Recipient, a Provincial Government, or a local government;
 - (b) no Project site is subject to a conflicting claim or use of ownership, use or occupation; and

- (c) access to all Project sites for the purposes of the Project is secured by legally enforceable means.

Indigenous Peoples

9. The Recipient shall ensure, or cause each Provincial Government to ensure, that the Project does not entail any impacts on or risks to indigenous peoples within the meaning of the SPS (other than such minor positive impacts as may result from indigenous persons accessing culturally appropriate Project services and facilities described in the PAM). In the event that the project does have any such impact or risk, the Recipient shall take, or cause the relevant Provincial Government to take, all steps required to ensure that the Project complies with the SPS and all applicable laws and regulations of the Recipient and the relevant Project Province.

Human and Financial Resources to Implement Safeguards Requirements

10. The Recipient shall make available, or cause each Provincial Government to make available, all necessary budgetary and human resources to fully implement each EMP and the SPS.

Safeguards-Related Provisions in Bidding Documents and Works Contracts

11. The Recipient shall ensure, or cause each Provincial Government to ensure, that all bidding documents and contracts for Works contain provisions that require contractors to:

- (a) comply with the measures relevant to the contractor set forth in the relevant IEE, the relevant EMP, the SPS (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in any Safeguards Monitoring Report;
- (b) make available a budget for all such environmental and social measures;
- (c) provide the Recipient with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the relevant IEE or EMP;
- (d) adequately record the condition of roads, pathways, agricultural land and other infrastructure prior to starting to transport materials and construction; and
- (e) reinstate roads, pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.

Safeguards Monitoring and Reporting

12. The Recipient shall do the following or shall cause each Provincial Government to do the following:

- (a) submit semi-annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission;
- (b) if any unanticipated environmental and/or social risks and impacts, including impacts on indigenous people, arise during construction, implementation or operation of the Project that were not considered in the EARF, the IEE or an EMP, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and
- (c) report any actual or potential breach of compliance with the measures and requirements set forth in an EMP promptly after becoming aware of the breach

Prohibited List of Investments

13. The Recipient shall ensure, or cause each Provincial Government to ensure, that no proceeds of the Grant are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.

Labor Standards, Health and Safety

14 The Recipient shall ensure, or cause each Provincial Government to ensure, that the core labor standards and the Recipient's applicable laws and regulations are complied with during Project implementation. The Recipient shall ensure, or cause each Provincial Government to ensure, that specific provisions are included in the bidding documents and contracts financed by ADB under the Project requiring that the contractors, among other things: (a) comply with the Recipient's applicable labor law and regulations and incorporate applicable workplace occupational safety norms; (b) do not use child labor; (c) do not discriminate workers in respect of employment and occupation; (d) do not use forced labor; (e) allow freedom of association and effectively recognize the right to collective bargaining; and (f) disseminate, or engage appropriate service providers to disseminate, information on the risks of sexually transmitted diseases, including HIV/AIDS, to the employees of contractors engaged under the Project and to members of the local communities surrounding the Project area, particularly women.

15. The Recipient shall strictly monitor compliance with the requirements set forth in paragraph 14 above and provide ADB with regular reports.

Gender and Development

16 The Recipient shall ensure, or cause each Provincial Government to ensure, that (a) the GESIAP is implemented in accordance with its terms; (b) the bidding documents and contracts include relevant provisions for contractors to comply with the measures set forth in the GESIAP; (c) adequate resources are allocated for implementation of the GESIAP; and (d)

progress on implementation of the GESIAP, including progress toward achieving key gender outcome and output targets, are regularly monitored and reported to ADB.

Counterpart Support

17. The Recipient shall make available adequate budgetary allocations of counterpart financing required for the Project on a timely and regular basis, including to mitigate and compensate any environmental or social risk or impact that may emerge, and to meet any additional costs arising from design changes, price escalation in construction costs, or unforeseen circumstances.

18. The Recipient shall ensure, through the provision of adequate and timely conditional grants to the Provincial Governments:

- (a) that each Provincial Government has sufficient funds to satisfy its liabilities arising from all Goods, Works, and Services contracts; and
- (b) that throughout the economic life of the Project Facilities, adequate funds and technical supervision are allocated to the operation and maintenance of the Project Facilities.

Co-ordination among Government Agencies

19. The Recipient shall ensure, and cause each Provincial Government to ensure, that within the first quarter of the Project implementation period, the Recipient, acting through the Project Executing Agency, enters into a participatory agreement with each Provincial Government, in form and substance acceptable to ADB, specifying (a) the amount of the Grant that shall be allocated to that Provincial Government; (b) the roles and responsibilities of the Project Executing Agency and that Provincial Government in relation to the implementation of the Project; and (c) proposed arrangements for the sustainable operation and maintenance of Project facilities and co-ordinated pursuit of the Project objective stated in Schedule 1, paragraph 1.

20. The Recipient and each Provincial Government are fully committed to the Project. The Recipient shall ensure, and cause each Provincial Government to ensure, that all relevant Government Agencies give their full cooperation to ensure the efficient implementation of the Project.

Financial Covenants

21. The Recipient shall ensure, or cause the Provincial Governments to ensure, that the detailed financial management arrangements set forth in the PAM are complied with, and that the financial management action plan set out in the PAM is implemented within the stipulated time frame.

Operational Covenants

22. The Recipient shall, within the first quarter of the Project implementation period, formally establish and staff a fully operational national gender-based violence response coordination committee in accordance with the PAM.

23. The Recipient shall ensure that, within the first quarter of the Project implementation period, each Provincial Government formally establishes and staffs a fully operational gender-based violence response coordination committee in accordance with the PAM.

24. The Recipient shall ensure, or cause the Provincial Governments to ensure, that the Project Facilities are operated and maintained in accordance with good development practice and all applicable laws and policies of the Recipient and the relevant Project Province. In Particular, the Recipient shall ensure, or cause the Provincial Governments to ensure, that operation and maintenance guidelines acceptable to ADB for the WCSCSCs and for the rehabilitation centers to be constructed under Part 2 of the Project shall be approved and implemented in accordance with the timeline set forth in the PAM.

25. The Recipient shall ensure that possession of and operational responsibility for each WCSCSC shall be handed over to the Recipient's Ministry of Home Affairs, and that the Ministry of Home Affairs shall operate and maintain such facilities in accordance with the guidelines referred to in paragraph 24. The Recipient shall ensure that a sufficient number of adequately skilled personnel are assigned to staff each WCSCSC.

Governance and Anticorruption

26. The Recipient and each Provincial Government shall (a) comply with ADB's Anticorruption Policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the Project; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

27. The Recipient and each Provincial Government shall ensure that the anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the Project.