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Preparation Advance No Q9520

# Implementation Agreement

(for preparation of Proposed Lusaka Sanitation Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

LUSAKA WATER AND SEWERAGE COMPANY LIMITED

Dated *December 4*, 2014

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## IMPLEMENTATION AGREEMENT

Agreement dated December 4, 2014, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”) and LUSAKA WATER AND SEWAGE COMPANY LIMITED (“Implementing Entity”) (“Implementation Agreement”) in connection with the Project Preparation Advance Agreement (“Advance Agreement”) of same date between the REPUBLIC OF ZAMBIA (“Recipient”) and the World Bank. The World Bank and the Implementing Entity hereby agree as follows:

### ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The Standard Conditions (as defined in the Advance 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 Advance Agreement or the Standard Conditions.

### ARTICLE II — ACTIVITIES

- 2.01. The Implementing Entity declares its commitment to the objectives of the Activities. To this end, the Implementing Entity shall carry out the Activities in accordance with the provisions of Article II of the Standard Conditions, and shall provide promptly as needed, the funds, facilities, services and other resources required for the Activities.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the World Bank and the Implementing Entity shall otherwise agree, the Implementing Entity shall carry out the Advance in accordance with the provisions of the Schedule to this Agreement.

### ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Implementing Entity’s Representative is its managing director.

3.02. The Association's Address is:

International Development Association  
1818 H Street, N W  
Washington, DC 20433  
United States of America

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423(MCI)	1-202-477-6391

3.03. The Implementing Entity's Address is:

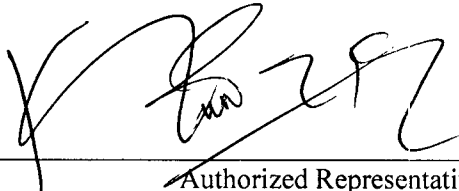
Lusaka Water and Sewerage Company Limited  
Stand # 871/2, Katemo Road Rhodes Park  
P.O BOX 50198  
Lusaka, Zambia

Cable:	Telex:	Facsimile:
_____	_____	_____

AGREED at Lusaka, Zambia, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

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

Name: KUNDHAVI KADRESAN

Title: COUNTRY DIRECTOR

LUSAKA WATER AND SEWERAGE COMPANY LIMITED

By

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

Name: GEORGE NDONGWE

Title: MANAGING DIRECTOR

## **SCHEDULE**

### **Execution of the Activities**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements.**

###### *Implementing Entity*

The Implementing Entity shall be responsible for the overall implementation of the Activities. Towards this end, the Implementing Entity to maintain through-out the implementation of the Activities, the Project Implementation Unit( PIU) with an institutional framework, terms of reference and staffing acceptable to the World Bank, and with adequate resources to carry out its responsibilities in the implementation of the Activities.

##### **B. Anti-Corruption**

The Implementing Entity shall ensure that the Activities are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

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

##### **A. Monitoring, Reporting and Evaluation of the Activities**

Implementing Entity shall monitor and evaluate the progress of the Activities in accordance with the provisions of Section 2.08 of the Standard Conditions.

##### **B. Financial Management, Financial Reports and Audits**

1. The Implementing Entity shall maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations and financial condition of the Implementing Entity, including the operations, resources and expenditures related to the Activities.
2. The Implementing Entity shall ensure that interim un-audited financial reports for the Activities are prepared and furnished to the World Bank not later than forty- five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Implementing Entity shall have its financial statements referred to above audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank. Such audit of the Financial Statements shall cover the period of one fiscal year of the Implementing Entity, commencing with the fiscal year in which the first withdrawal under the Advance was made. The Implementing Entity shall ensure that the audited financial statements for each period shall be: (a) furnished to the Recipient and the World Bank not later than six (6) months after the end of the period; and (b) made publicly available in a timely fashion and in a manner acceptable to the World Bank.

### **Section III. Procurement**

All goods and services required for the Activities and to be financed out of the proceeds of the Advance shall be procured in accordance with the provisions of 2.06 to the Advance Agreement.