BILATERAL · MAY 20, 1997

PROJECT AGREEMENT BY AND BETWEEN THE GOVERNMENT OF THE PHILIPPINES AND THE GOVERNMENT OF DENMARK ON THE NEGROS WATER SUPPLY AND SANITATION PROJECT

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With reference to the Financing Agreement between the Government of the Philippines and the Government of Denmark signed in Manila on 30 October 1989 and Note Verbale dated 20 May 1997 from the Government of the Republic of the Philippines, the Government of the Kingdom of Denmark has agreed within an amount of DKK 62.1 Million broken down as follows:

Grant No. 1 - DKK 47.7 Million

Cost of Materials on stock -
5.2 Million

Re-allocated grant -
9.2 Million

DKK 62.1 Million

(approximately PHP 280 Mil lion/approximately USD 11 Million) to support on a grant basis the implementation of The Negros Water Supply and Sanitation Project, covering the five towns of Bago, Cadiz, La Castellana and Talisay of Negros Occidental and the town of Bayawan of Negros Oriental.

The Government of the Republic of the Philippines and the Government of the Kingdom of Denmark have agreed that the project be carried out in accordance with the following provisions of this Agreement and the annexes attached.

ARTICLE 1
DEFINITION

For the purpose of this Agreement, unless otherwise stated, the terms listed below shall mean the following:

1.1 "Competent Authorities" shall mean, in the case of the Government of Denmark, the Ministry of Foreign Affairs, the Danish International Development Assistance (Danida), and in the case of the Government of the Philippines, the National Economic and Development Authority (NEDA) or, for both Parties, any other authority empowered to perform the functions presently exercised by the said authorities.

1.2 The Parties" shall mean the Competent Authorities.

1.3 "The Project Document" shall mean the document which has been approved by the National Economic and Development Authority (NEDA) and the Royal Danish Embassy and is attached as Annex I to this Agreement and constitutes an integral part of the same Agreement.

1.4 "The Project" shall mean Negros Water Supply and Sanitation Project.

1.5 "The Client" shall mean the five Water Districts (WDs)

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1.6 "The Consultant" shall mean Engineering and Development Corporation of the Philippines (EDCOP) of 6th and 7th Floors, CLMC Building, 259-269 E. De los Santos Avenue, Greenhills, Mandaluyong City, Metro Manila, Philippines. Danida shall engage the Consultant to perform the services covered in the Project Document dated May 1996, including any later mutually agreed changes.

1.7 "The Resident Engineer" shall mean the expatriate Danida technical adviser.

1.8 "The LWUA" shall mean the Local Water Utilities Administration.

ARTICLE 2
OBJECTIVES OF THE PROJECT

The overall development objective of the Project is:

to improve the living conditions including improved health situation of the target population in the five Water Districts of Bago, Cadiz, La Castellana, Talisay and Bayawan through clean drinking water supply and improved hygiene awareness and sanitary conditions.

The immediate objectives of the Project are:

2.1 Provision of sufficient and sustainable drinking water supply from the five Water Districts to cover the 24-hour demand of the connectees in the service areas;

2.2 Improved hygiene practices, especially amongst the lower income level part of the populations;

2.3 Significant reduction in use of water from shallow wells in the five Water District service areas, and

2.4 Improved household and environmental sanitation, especially amongst the lower income parts of the populations.

ARTICLE 3
OUTPUT OF THE PROJECT

In order to achieve the above-mentioned immediate objectives, the Project aims at producing the following:

3.1 Water not-accounted-for reduced to 25 % of water production,

3.2 Source capacity increased to match 24 hours water supply demand,

3.3 Water District service areas extended to cover all parts of the five towns proper and adjacent barangays, and 50% of the population connected to the Water District networks of Bago, Cadiz and Bayawan, and 60% in Talisay and La Castellana

3.4 Level 2 water supply considerably increased,

3.5 Water quality testing improved and institutionalized,

3.6 Adequate water treatment provided,

3.7 Water District staff and members of the Water Supply Coordination Groups and the Water Quality and Service Surveillance Groups suitably trained,

3.8 Active partnership established between the Water Districts, and Local Government Units (LGU) and the Barangays within the service areas. Water Supply Coordination Groups established and a process commenced to integrate all water supplies in the service areas under the Water Districts,

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3.9 Messages on the relation between health and hygiene and on water handling conveyed efficiently to all target beneficiaries with special consideration to the lower income part of the population,

3.10 Messages on the health hazards in using water from shallow wells conveyed efficiently to all target beneficiaries with special consideration to the lower income part of the population,

3.11 Messages on improved household and environmental sanitation conveyed efficiently to all target beneficiaries with special consideration to the lower income part of the population,

3.12 Appropriate and affordable latrine solutions offered to the target beneficiaries with special consideration to the population (often low income) in the coastal area and along the banks of rivers, streams and creeks, and

3.13 Environmental sanitation at household level improved.

ARTICLE 4
PROJECT DOCUMENT

The Project Document is attached as Annex I. The Project Document will be reviewed and updated in connection with joint project reviews. Changes in the Project Document are subject to the approval of the National Economic and Development Authority (NEDA) and the Danish competent authorities.

ARTICLE 5
OBLIGATIONS OF THE GOVERNMENT OF THE PHILIPPINES

Under this Agreement the Government of the Philippines shall make provisions for the Project as follows:

5.1 The Government of the Philippines shall promptly inform Danida of any condition which interferes or threatens to interfere with the successful implementation of the project.

5.2 The Government of the Philippines shall give its advice on all sketches, drawings, reports, recommendations and other matters properly referred to it for advice by Danida within a reasonable time in order not to delay or disrupt the execution of the services or the works.

5.3 Ensure funds for the payment of the LWUA part of DKK 0.4 Million (?2.0 Million) the Municipal Equity contributions from the five participating municipal governments DKK 4.36 Million (P20.5 Million), and other amounts and all other expenses required for the establishment and operation of the project which are not mentioned as items to be provided by the Government of Denmark.

5.4 LWUA:

a) Serves as the implementing agency in behalf of NEDA

b) Serves as the project coordinator and conduit of the DANIDA grant.

c) Advisory and Counselling support to the WDs during Project detailed design and implementation in technical matters and decision-making.

d) Training of WD staff in accordance with needs assessments and plans worked out by the Resident Engineer.

e) Restructuring of WDs financial situation through a loan-servicing holiday during the Project period for present LWUA loans, and a reduced interest rate on the combined present and new loans for the financially weak WDs, and

f) Release the materials in store or the equivalent in cash from prior Danida-supported water supply schemes,

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amounting to DKK 5.2 Million.

g) Receive the funds from Danida and partly on-lent to the five Water District.

5 5 LGUs:

a) Equity contribution to WDs equal to 10% of the capital investment costs,

Bago
- PHP 3,900

Bayawan
- PHP 3,000

Cadiz
- PHP 4,700

LaCastellana
- PHP 1,700

Talisay
- PHP 7,200

TOTAL
PHP 20,500 Million

b) Support to WDs through representation in Water Supply Coordination Groups,

c) In addition it should be noted that the plans exclude WD off ices/workshops and fire fighting provisions. It is considered that the LGUs should provide the former and make an additional equity contribution to cover the cost of the latter, if wanted and,

d) Acquire required land and issue necessary permits during construction.

e) Staff for management and monitoring of the health and hygiene awareness component and the household and environmental sanitation incentives scheme and activities, and

f) Support to WDs through representation in the Water Quality Surveillance Groups.

5.6 WDs:

a) Self financing from the Municipal Council equity contribution of selected items of the investment plan, e.g.:

* The immediate improvement programmes,

* Water source confirmation, development and improvement,

* Chlorination equipment,

* Office equipment, and

* Tools and spare parts.

5.7 Beneficiaries:

a) Payment of connection charges,

b) Digging trenches and backfill for level 2 installations, and

b) Digging pits for sanitary latrines and build latrine superstructure.

ARTICLE 6
OBLIGATIONS OF THE GOVERNMENT OF DENMARK

The Government of Denmark shall provide the following for the effective implementation of the project:

6.1 Funds for financing of Technical Assistance, (Consulting Services) and the Resident Engineer,

6.2 Direct funds for granting pipes, fittings and accessories for level 2 connections,

6.3 Direct funds for support to Department of Health for intensified health and hygiene promotions, and household and environmental sanitation incentives scheme and activities, and

6.4 Funds to LWUA to be partly granted and partly on-lent to WDs for implementing the water supply improvements and expansions.

ARTICLE 7
SHIPMENT

All shipments covered by this Agreement will be in keeping with the principle of free circulation on ships on international trade in free and fair competition.

ARTICLE 8
IMPORTATION, IMPORT TAXES AND OTHER PUBLIC CHARGES AND FEES

In accordance with the financing Memorandum Agreement of 1989, the Government of the Philippines shall secure a timely importation and clearance through customs of goods covered by this Agreement, which include lists of materials to be imported by contractor according to specification in the Works Contract. The Parties shall ensure that the Danish grant is not used for payment of any import duty, tax, national or other public charge such as import surcharges, duties to compensate for domestic excise taxes, charges or deposits in connection with the issuance of payments, work permits, licenses or import licenses for all equipment, materials, supplies and spare parts supplied by Denmark to the activities agreed upon.

ARTICLE 9
STATUS OF EXPATRIATE PERSONNEL

9.1 The Government of the Philippines will make provision for the exemption of officers from:

a) all taxes in respect of any emolument paid to them from Danish sources;

b) all duties and taxes imposed on the import and export of new as well as used household goods and personal effects imported by the advisers and their families for their exclusive use within 6 months after their arrival subject to re-export on completion of tour of services or payment of duties and taxes if sold locally. The term " household goods and personal effects" shall include inter alia for each household: one refrigerator, one deep freezer, one washing machine, one vacuum cleaner, one cooker, one radio, one record player, one tape recorder, one CD-player, one personal computer with printer, one television/video set, minor electrical appliances, one set of photographic and cine-equipment and air conditioning units;

c) all duties and taxes imposed on the import and export of a motor vehicle, for personal use of the advisers, or the purchase of such a motor vehicle in the Philippines out of duty free stock, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person in the Philippines unless resold to a person entitled to the same privileges. In case of the motor vehicle imported being damaged beyond repair or otherwise lost without neglect on the part of the adviser, the Government of the Philippines

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shall allow him/her to import a replacement vehicle free of customs duty and tax. Furthermore, the Government of the Philippines shall allow the import free of customs duty and tax of one new motor vehicle upon the adviser's termination of three years of services, if the contract is prolonged to four years or more.

9.2 The Government of the Philippines shall issue free multiple entry and exit visa for the advisers and their families, work permits and residence for the advisers and for the families of the advisers.

9.3 The Government of the Philippines shall give assistance in clearance through customs of effects mentioned under 9.1 b), and 9.1 c).

9.4 The Government of the Philippines shall allow every adviser to operate an external account. Regarding the repatriation of said proceeds of the adviser's motor vehicles, the advisers shall apply separately to the National Bank of the Philippines, and their applications shall be dealt with in accordance with the foreign exchange control regulations prevailing at the time of their departure.

ARTICLE 10
PROJECT ORGANIZATION AND COORDINATION

For the total Project (comprising all 5 towns) there will be a Steering Committee with the following 9 members:

- A LWUA representative, Chairperson (1)

- Danida, Royal Danish Embassy representative (1)

- Chairpersons of the five WDs (5)

-Provincial Health Officers from Negros Occidental and Negros Oriental (2).

The Steering Committee shall convene quarterly and shall have the main tasks:

- Establishment of a Water Supply Coordination Group for each of the five towns,

- Overall supervision of The Consultant and the local Water Supply Coordination Groups and the general Project implementation performance,

- Overall monitoring of Project accomplishment of expected outputs.

The overall role of LWUA, the Water Districts and The Resident Engineer is presented in the Project Document. The Water Districts will be the "Clients" implementing the Project for each town. The Consultant shall execute the Project with delegated powers from the Client, and LWUA will assist the Water Districts in performing their role as "Clients".

The Provincial Health Office of the four local government units in Negros Occidental and the Provincial Health Office for Bayawan will be responsible for the project health and sanitation components in health devolved activity.

The Resident Engineer will be the Secretary of the Steering Committee.

Terms of Reference for the Resident Engineer appear from Appendix I.

The Resident Engineer team will comprise the following expatriate and local experts and supporting staff:

Expatriate Staff:

- Resident Engineer

- Communication Adviser

- Hydrogeologist

Local Staff: (The Consultant)

- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Quantity Surveyor
- Socio-economist
- Communication Expert

- Assistant Resident Engineer for each of the five towns

The Team will be supported by:

- Draftsmen
- Accountant
- Typist
- Drivers
- Messenger

The Project Organization Chart is shown in Appendix II.

ARTICLE 11
INFORMATION, MONITORING AND EVALUATION

11.1 The Parties shall collaborate fully to ensure that the purposes of this Agreement be accomplished. To that end, the Parties shall exchange views with regard to matters relating to the Project and provide each other with all data, documents and information available to them, shall give all appropriate mutual assistance required in the discharging of the Parties' duties and provide all necessary support, in particular in all administrative questions, to facilitate the due implementation of the project.

11.2 Danida shall have the right to carry out any technical or financial mission that it considers necessary to follow the execution of the Project. To facilitate the work of a person or persons instructed to carry out such monitoring missions, the Government of the Philippines shall provide all relevant assistance, information and documentation.

11.3 Evaluation of the Project, preferably undertaken jointly by Danida and the Government of the Philippines, may be carried out at the request of either Party.

11.4 Danida shall have the right to carry out monitoring and evaluation according to this article after the termination of the project.

11.5 The overall Project monitoring responsibility rests upon the Project Steering Committee, supported by the Sub Steering Committees (Water Supply Coordination Group) for each of the five towns.

11.6 Joint GOP/Danida Reviews will be undertaken annually. The first will take place in January 1998. The Reviews will include assessment of the quantitative indicators stipulated under Chapter 11 of the Project

Document, which may possibly have to be further developed.

11.7 An Evaluation of the Project shall be carried out not later that 12 months after Project termination.

ARTICLE 12
PROJECT REPORTING

The following procedures shall apply for reporting and monitoring of the Project:

12.1 The Project Steering Committee through NEDA shall submit quarterly progress reports to the Danish Embassy not later than three weeks after the end of the reporting period containing financing and physical status of the project. The reports shall be drawn up in accordance with Danida's Guidelines for Project Progress Reporting. See Appendix III.

12.1 On completion of the project the Resident Engineer shall prepare a Project Completion Report in accordance with Danida's Guidelines for Project Completion Reports.

12.3 Assisted by the Assistant Resident Engineers, the WDs shall produce monthly progress reports, which will form the basis for the monthly meetings in the Sub Steering Committees. These reports are forwarded to the Resident Engineer for consolidation together with the reports from the other Project activities, viz. health and hygiene, sanitation, orientation and information, and training, into an overall progress report to be presented at the quarterly meetings of the Project Steering Committee.

The preparation of the progress reports will follow Danida's Guidelines. They will relate closely to the overall and detailed plans of implementation, present and explain deviations, describe problems encountered and their possible solutions, and appraise whether the planned Project outputs are likely to be achieved.

12.4 An Inception Report will be worked out at the beginning of the Project giving detailed work plans and time schedules in the form of a Plan of Operation.

ARTICLE 13
TRANSFER OF OWNERSHIP

Items provided by the Government of Denmark from the proceeds of the grant funds shall remain the property of the Danish Government until an agreement is reached by and between the Government of the Philippines and Government of Denmark.

ARTICLE 14
PREREQUISITES

14.1 The LGU Equity Contributions shall be released timely and sufficiently for the Project.

14.2 LWUA accepts the terms of the Danida Grant as follows:

* A maximum of 45% to be granted to WDs

* A minimum of 55 % to be on-lent on LWUA normal terms except that interest will not accrue during grace period and

* loan repayment period will be 30 years after construction commissioning.

14.3 The Danish assistance to the project will become effective if and when the above prerequisites have been met to Danida's satisfaction.

ARTICLE 15

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SUSPENSION

If serious irregularities or suspension thereof within the project have been ascertained, either Party may suspend project implementation, wholly or in part, until the suspending Party decides to resume implementation.

ARTICLE 16
ACCOUNTING PROCEDURES AND AUDIT

16.1 Within 6 months after the expiry of the fiscal year of the Government of the Philippines, audited accounts shall be submitted to Danida in accordance with the provisions of Appendix IV to this Agreement.

16.2 Representatives of the Auditor General of the Government shall have the right to carry out any audit or inspection considered necessary as regards the use of the Danish funds in question, on the basis of all relevant documentation.

ARTICLE 17
OTHER STIPULATIONS

17.1 A Services Contract shall be entered into between Danida and the chosen Consultant for the execution of the consulting services, based on Danida's conditions of contract currently in force.

17.2 A Works Contract shall be entered into between Danida and the chosen contractor for the execution of Civil Works components, based on Danida's conditions of contract currently in force.

ARTICLE 18
DURATION OF PROJECT

The Project shall have a duration of 3 years and 3 months. In case of delays in project implementation the project duration may be extended by mutual agreement and within the agreed budget.

ARTICLE 19
SETTLEMENT OF DISPUTES

19.1 Any disputes concerning the interpretation or implementation of this Agreement shall be settled by negotiation between the Parties. In case the dispute has not been settled within a time limit of one year, the matter may be referred to arbitration by either Party.

19.2 The arbitration shall operate according to the following rules: The number or arbitrators shall amount to a total of three, one designated by either of the Parties, i.e., two, and a third designated by the former two. In case of dispute between the former two arbitrators as to the designation of the latter, the latter shall be designated by a neutral institution to be identified by the former two. The arbitral award shall be submitted in written form and must be signed by all three arbitrators. The precedents to be followed by the Court of Arbitration shall be decided on by the three arbitrators, who shall also determine the distribution between the two Parties of the cost relating to the arbitration.

ARTICLE 20
TERMINATION

This Agreement shall remain in force for 3 (three) years and 3 (three) months from the entry

into force of this Agreement.

Either Party may terminate the Project by agreement through an exchange of notes or unilaterally by notice of termination. Such notice will come into effect 6 months after upon receipt by the other Party.

In witness hereof the Parties hereto, acting through their representatives duly authorized for this purpose, have caused this Agreement to be signed in MANILA originals in the English language in Manila on this 5th day of June 1997.

For the Government of the Philippines
For the Government of Denmark

(SGD.) DOMINGO L. SIAZON, JR.
Secretary
Department of Foreign Affairs
(SGD.) BJARNE BLADBJERG
Ambassador
Royal Danish Embassy, Manila

APPENDIX I
TERMS OF REFERENCE
for
RESIDENT ENGINEER
NEGROS WATER SUPPLY PROJECT (5 TOWNS)
THE PHILIPPINES

BACKGROUND

Subject to the approval by the Danish financial authorities, Danida intends by 1st September 1996 to embark on an urban water supply and sanitation project covering 5 towns on the island of Negros in the Philippines. In this connection Danida invites applications for the post as Resident Engineer.

Ths project will comprise improvement and expansion of existing piped water supply systems, including water source confirmation and development (both spring and groundwater sources) and leak detection and repair; water quality testing; health and hygiene promotion; household and environmental sanitation, including latrines and on site drainage; training of local water supply staff, involved. NGOs, Department of Health staff and private plumbers; and orientation and information of involved parties and target beneficiaries on project support, strategy and approaches.

The project will comprise both level 1 (house connections) and level 2 (neighbourhood faucets) solutions, and,put special emphasis on reaching the poorer sections of the population.

The project will be implemented by the Water Districts of the 5 towns. The Danida support will be extended through a Consulting Engineer of which the Resident Engineer will be an employee. In FIDIC terms the Consulting Engineer will be the "Engineer" and the Water Districts will be the "Clients". The governmental Local Water and Utilities Administration (LWUA) will assist the Water districts as needed in technical matters and decision making.

Implementation of the Project will be based on participatory and demand driven approaches.

DUTIES

The Resident Engineer will plan and implement the project in cooperation and on behalf of the Water districts. He will be overall responsible to the project Steering Committee

with the following members:

- LWUA representative (chairperson)
- A representative from each town
- A representative of Department of health
- A representative of Danida

The Resident Engineer will be the secretary of the Steering Committee.

The Resident Engineer will have the overall responsibility for detailed project design and planning, implementation control and monitoring and reporting. He/she will be responsible for the financial management of the project according to relevant Danida guidelines.

QUALIFICATIONS

The Resident Engineer will hold a M.Sc. Civil Engineering. He/she should have at least 10 years experience with implementation of water supply and sanitation sector projects in developing countries, and at least 3 years experience with assignments similar to the present one. He/she shall have experience in the technical, organisational, financial and environmental sustainability aspects of water supply schemes.

The Resident Engineer will have experience an in-depth understanding of the main problems facing the water and sanitation sector in the Philippines. The experience should cover urban, peri-urban and preferably also rural water supply and sanitation. He/she shall be able to transfer ideas and concepts into workable policies and strategies and to communicate these and build consensus at all relevant levels of Government. Familiarity with modalities of Danida aide will be required.

Practical knowledge of procurement and financial management is a necessity as well as of _ community development and participatory planning and implementation modalities. Experience with demand driven implementation concepts will be an advantage.

Finally the resident Engineer shall have experience in the development and use of qualitative and quantitative monitoring methodologies and be fluent in spoken and written English.

DUTY STATION

The project office will be in Bacolod or Talisay on the island of Negros

Start and Duration of Assignment

The assignment will start 1st September 1996 and last 39 months which is the entire estimated project period.

Organogramme: Project Organisation
(actual figure please see original copy June - September 1997 Appendix II) APPENDIX II
PREFACE

The present Guidelines shall be applied by persons involved in the monitoring of projects supported by Dariida's bilateral development assistance. They may also serve 2.5 information to authorities in Danida's cooperation countries.

The Guidelines Take point of departure in the decentralized structure of Danida, and the principle of "need-to-know". They take into consideration the experience gathered from an analysis of Danjda's monitoring and reporting system over years which concluded that there was a need to strengthen project monitoring, and at

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the same time lo simplify the reporting system.

Comments and suggestions related to experience from application of the Guidelines will be welcome, and shall be addressed (o Danida's Evaluation and Research Department.

1. PROJECT MONITORING

1.1 PURPOSE OF MONITORING

Monitoring is the managerial means securing that major problems occurring during project implementation are identified and acted upon m proper time. It is based on information about project progress, enabling project management and cooperation partners to follow project implementation and, if necessary, 10 adjust activities, inputs, and budgets in order to obtain the objectives laid down for the project.

1.2 PROJECT MONITORING SYSTEM

The backbone of good monitoring is communication between all the involved parties. More or less continuous communication takes place by telephone, letters. meetings etc. The most comprehensive means of communication are progress reports, reviews, and, when called for, evaluations.

A monitoring system has to be established so it fits the characteristics of the specific project and the implementing organization. During project preparation monitoring requirments should be as thoroughly considered as other aspects of the project. As a minimum the project document shall identify the parties involved in and responsible for the progress reporting system, the contents and the frequency of reporting, and the reviews planned. To facilitate the assessment of progress made during the implementation of (he project, 'verifiable indicators shall also be identified.

1.3 PROJECT MONITORING ACTIVITIES

Monitoring involves regular collection and analysis of information on inputs, activities, strategies and outputs, and relating the findings to the project implemantation plan and annual plan of action.

Monitoring activities shall involve the recipient (target groups, officials of the local government, counterparts etc.) in order to improve the qualify of monitoring, to support institution building and to secure project sustainability.

Information shall lye collected and distributed according to the "need-to-know" principle. This implies that the most comprehensive ind detailed data shall be

used by (he management at project level. The information provided for (he embassy and the local line ministry shall be less detailed, and it shall be still less detailed for the use in Danida HQ. However, the information provided has to be sufficient to compare project progress with plans and objectives.

1.3.1 PROJECT PROGRESS REPORTS

Progress reports are a vita) tool in project monitoring. They represent tho most comprehensive means of communication from the project to the various interested parties, and they provide the means whereby advisers and the implementing agency can invite assistance for solving problems beyond their control or competence.

The progress reporting shall serve as an occasion for periodic discussions with the partner authority/ministry in question in order to identify possible needs for revisions of the implementation plan as included in project

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document.

Another purpose of reporting is to build up the complete history of a project serving, among other things, as an important tool for reviews and evaluations.

Information on the financial status provided in progress reports are meant to support the report on activities. Separate guidelines exist concerning the detailed financial reporting. Thus, Danida funds spent through the recipient country's official channels are guided by the rules laid down in the "General Guidelines for Accounting, Documentation, Auditing Reporting etc. for Recipients of Danish Bilateral Development Assistance". Audited accounts must be forwarded to Danida through official channels once a year. The Direct Funding is guided by the "Project Accounts Manual" and the "Guidelines for Decentralized Accounting".

Details on reporting are given in chapter 2.

1.3.2 REVIEWS

A review is a periodic, extensive technical scrutiny of the progress of the project.

A review shall present proposals for solving accumulated problems, if any, set out clear guidelines for the project's development, and plan necessary adjustments of the project. However, a review is not a sufficient managerial means, and a situation where a project is managed mainly by reviews should be avoided.

The technical adviser in charge at the Technical Advisory Service of Danida shall plan and organize the review in cooperation with the project management, the embassy and the regional department desk in Danida.

Usually, one or more reviews arc foreseen in the project implementation plan, dc pending on the complexity and magnitude of ihe project.

1.3.3 EVALUATIONS

An evaluation is an investigation as systematic and objective as possible of preparation, implementation, and outputs of an on-going or completed project, with a view to investigating the fulfillment and relevance of its objectives as well as the efficiency, impact and sustainability at the project. The results, recommendations and experience of the evaluation shall be incorporated in the decision-mating process for the project evaluated (if on-going) and for future projects. Also evaluations shall be used in order to identify the need fur revision of policies and procedures as regards development assistance in general.

An evaluation is undertaken by external parties, but it is initiated, planned and organized by the Evaluation and Research Department in cooperation with the embassy, the regional department,and the Technical Advisory Service. Evaluations shall be carried out in accordance with Danida's "Guidelines for Project Evaluation".

In the case of very large and/or complex projects it may be deemed necessary to establish a monitoring and evaluation unit as part of the project. The unit will usually comprise one or two advisers who will he responsible for organizing the on-going collection of information on project performance and results, and for assisting the project management and advisers in (heir reporting duties. In addition to this the unit will be responsible for undertaking minor evaluations dealing with special problems emerging from monitoring and with various project effects. This function is sometimes referred to as built-in evaluation or participatory,-on-going or self-evaluation.

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2. GUIDELINES AND FORMAT FOR PROJECT PROGRESS REPORTING

Progress reports ate prepared by the project management. They arc addressed lo the embassy which is responsible for Danida's montoring of project implementation. Reports shall be with the embassy not later than three weeks after the end of the reporting period. The embassy will distribute progress reports to whom it may concern. As a rule, only progress reports in the form of a summary sheet with comments shall be forwarded from the embassy to Danida HQ, thus providing the necessary minimum of information on project progress to Danida. The comments are also sent to the project management thus serving as minimum feed back on the repon.

In partner countries with no Danish embassy the full reports shall be sent to Danida directly from the project management.

The frequency of reporting may depend on the circumstances. For well established projects progressing as planned, the standard frequency shall be every six months. However, for other projects it may be appropriate to decide on quarterly or monthly reporting, particularly during initial implementation.

2.2 FORMAT FOR PROJECT PROGRESS REPORTING

Progress reports shall be prepared in accordance with the standard format given in annex I, Deviations from the format may be agreed on a project-by-project basis in connection with the preparation of the project document/project implementation plan.

The standard format is in five parts:

I. Front Page.

II. Project Key Data. It shall be established in connection with the preparation of the project document and up-dated for each report.

III. Summary and Commentary Sheet. The summary is prepared by the project, and comments on it by the embassy which will usually include recommendations and instructions from the embassy to the project management and to Danida.

IV. Semiannual Progress Reporting providing information on project implementation every six months. The intention is that every second report should have the status of an annual report on the project with more detailed information.

V. Financial Status.

If the project management is under commitment to prepare progress reports in local authorities which follow a different format, such reports may serve as reporting to Danida provided that they are forwarded to Danida with Part I. II and n duly filled in.

Progress reports should not exceed 7 pages (front page and summary/comments incl.) for semiannual reporting and 15 pages for annual reporting. Annexes with technical details may be added as required.

DANIDA
Standard Formal for Semiannual Project Progress Reports

The format is in five parts:

I Front Page

II Key Data Sheet

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III Summary and Commentary Sheet

IV Semiannual Progress Report

V Financial Status

The following headings are lo be used in the summary as well as the progress report:

1. Development Objective
2. Immediate objectives
3. Outputs
4. Activities
5. Strategy
6. Inputs
7. Assumptions and Risks
8. Major Problems
9. Assessment of Overall Progress
10. Possible Review or Evaluation
11. Financial Status

Please note that the point of departure for reporting on headings I lo 7 should be the corresponding paras in the Project Document or the Plan of Operation.

I FRONT PAGE

The projects are free to design their own front page for the progress reports provided that the following information is included:

- The name of the institution in the host country which is responsible for implementing the project and, after that, Danida.
- The name of the project, including any abbreviations or acronyms
- The period covered by the report.

II KEY DATA SHEET

Danida Ref.Nu. Danida Account No.

Country:

Project Title: name, phase

Report No.
Period Covered:

Danida Ref. No.
Danida Account No.

Prepared by: name, signature Date:

Next Report Due:

Danida Grant:

(a) in DKK
(b) in host country currency

Date(s) of Adjustments for Changes in Prices and Exchange Rates:

Adjusted Danida Grant:

(a) in DKK
(b) in host country currency

Host Government Contribution:

Other Donors's Contributions(s): if applicable

Government Agreement Signed: Date

Project Period: Actual dates ac time of reporting

Implementing Agency in Host Country:

Expenditure on Danida Contribution:

(For details, please refer to part V. Financial Status)

Total to Date in 1,000 units Figures as per

GOX 35,000 dd.mm.yy

Direct Funding 5,950 dd.mm.yy

Imports 1,455 dd.mm.yy

Project Office 975 dd.mm.yy

Project Office 975 dd.mm.yy

Budget, Current Calendar Year

GOX
xx,xxx

Direct Funding
xx,xxx

Imports
x,xxx

Project Office
xxx

Latest period for which audited accounts received from GOX:

SUMMARY AND COMMENTARY SHEET

Summary of the progress report

For headings ! to 7 state any serious deviations from implementation plan, i.e. such that are likely to have substantial consequences on the achievement of the objectives- In each case explain reasons, describe actions taken or planned by die project itself and estimate realistic starting/completion date of activities. Indicate especially important recommended action by:

- Host country authorities
- Embassy and/or Danida HQ
- other actors in project implementation

Comment by the Embassy on the progress report

- State whether the Embassy agrees with the description and the rccommendations and is taking action accordingly. If not, explain.
- State whether the embassy is satisfied, in general, with the progress reporting of the project. If not, recommend on the next/the future progress reports regarding contents, length, form, timeliness etc.
- Other comments and recommended action/action to be taken by the embassy.

Comments Prepared By:

Signed:

Date:

IV. SEMIANNUAL PROGRESS REPORTING

1. Development Objectives, and

2. Immediate Objectives

Assess the likelihood that the project will

- contribute as envisaged towards the attainment of its development objective
- achieve its immediate objectives
- achieve sustainability

1. For each major output give an assessment of present status as compared to work plan. Apply the indicators for outputs given in the Project Document, or explain if other indicators arc more appropriate.

2. Briefly stale other results achieved during the reporting period.

3. Briefly explain whether the outputs have been achieved by application of strategies and methods bringing the target groups into focus?

4. Activities

1. Describe progress in general as compared to current annual plan of action/semiannual wort plan.
2. Stale possible major deviations from activity plans and, in each case, explains reasons, describe action taken

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or planned by the project, and estimate realistic starting/completion dale of activities. Technical details, if any, to be given in an annex.

3. Assess possible effects on the achievement of the immediate objectives.

4. Comment on whether the project is obtaining the desirable degree of participation by the target groups, local authorities, counterparts etc. If not, explain why and describe action taken or planned.

5. Enclose semiannual work plan for the coming period, or if applicable annual plan of action, which may consist of a detailed work plan for the first half-year and a less detailed for the second. Comment on possible major deviations as compared to what has been anticipated in the Plan of Implementation.

5. Strategy

Assess whether the strategy outlined in the Project Document or Plan of Operation, with any subsequent modifications, is still relevant for the project.

6. Inputs

1. State whether the present status of inputs to be provided by Danida, host country authorities, and other (local) sources (as stated in the Project Document and detailed in PIP) is largely as scheduled.

2. In case of significant deviations explain reasons and consequences, and indicate action taken by the project/action recommended to be taken by Danida etc. Technical details, if any, should be given in an annex.

3. Indicate possible needs for the short term availability of specialized expertise.

7. Assumptions and Risk

1. Consider the assumptions mentioned in the Project Document and comment on whether they have been fulfilled, are no longer valid, or have changed significantly.

2. Consider the risks, mentioned in the Project Document and state which of them that have materialized, or ire likely to do so, and which that are no longer valid. Mention possible new risks.

8. Major Problems

Describe major problems encountered which are considered to be serious constraints for successful project implementation. Indicate especially important recommended action by:

- Host country authorities

- Embassy and/or Danida HQ

- other actors in project implementation

9. Assesment of Overall Progress

1. Indicate whether the overall progress of the project is:

- largely as planned

- less than planned

- better than planned

2. Briefly describe what indicators arc being applied/prepared to measure the effects and impact of the project

3. Mention possible unforeseen positive and negative effects of the project on target/non-target groups, on the

interests of women, on the environment, on institutional development etc.

4. Mention other significant progress which has been made or which problems r mentioned already have been experienced. Indicate, action to be taken by the project itself, and recommended action to be taken by parties outside the project: Host country authorities, embassy/Danida, other.

5. Indicate if circumstances have changed to such a degree that the immediate objectives appear to have become less relevant. If so, explain how and suggest action.

10. Possible Review or Evaluation

1. Indicate whether a review or art evaluation is already planned for the coming period.

2. If this is not the case, indicate possible circumstances that may warrant a review or an evaluation such as a need to undertake major revisions of the project strategy or design, major institutional problems, changes in basic assumptions, etc.

11 Financial status

The financial reporting must support (lie report on activities which makes it important that the chart of accounts is organized in accordance with the. budget lines given in the Project Document or the Plan of Operation. It is important that figures given are as up to dale as possible. The reporting should not rely solely on the computerised accounts statements from Danida and should reflect information from the project's own accounts system and from the host country's project accounts. The format indicated in the sample financial status in part V should be used.

V. Financial

The purpose of the financial reporting is lo get a picture of the present financial based on the concept

- How much was allocated as grant
- How much has been spent until now
- How much is left on the budget
- How much is lo be spent during the remaining period
- Is the grant sufficient to cover the spending for the remaining project period
- Spending by activities.

The local financial year may be followed. Please refer to the sample report below.
(actual figure please see original copy June - September 1997 Appendix III)

APPENDIX IV GENERAL GUIDELINES FOR ACCOUNTING, DOCUMENTATION, AUDITING, REPORTING, ETC. FOR RECIPIENTS OF DANISH BILATERAL DEVELOPMENT ASSISTANCE
SECTION 1
SCOPE

The present general guidelines for accounting, documentation, auditing, reporting, etc. apply to central and local authorities, official and semi-official institutions and other in developing countries, that receive, on a bilateral basis, official grants from Denmark for the financing of development projects or similar development-oriented activities.

These guidelines cover grant assistance, consisting of contributions for full or partial financing of described

activities, to which Denmark and the recipient country have agreed, through government agreements, by exchange of notes, or by other procedures.

SECTION 2
THE GRANT AND ITS PAYMENT

The amount of the Danish grant, its designated use and the expected period of disbursement are specified in the agreement. The agreement includes also as a rule a budget divided into major items, and a timetable for the disbursement of the Danish grant.

Payment of a Danida grant in accordance with an existing agreement is effected on the basis of a request addressed to the Danish authorities by the Ministry of Finance or other competent central authority of the recipient country. The request for payment of the grant must state the bank account to which the grant is to be transferred. Immediately after receiving the transfer, the recipient country shall forward a receipt, giving the value of the transfer in its own currency to the Danish authorities.

The Danish authorities shall have the right to withhold payment of an installment on the grant until the authorities of the recipient country have submitted sufficient documentation that previously paid installments have been spent in accordance with the agreement. Such documentation may also be required where payment is requested before the date specified in the agreement.

Unused grants shall be repaid the Danish government or, after prior agreement with the Danish authorities, be credited against subsequent grants that may be authorized under any future extension of the agreement.

Spending in excess of the allocated budget for activities -also when the excess spending has been caused by increases in costs - only concern the Danish government if provisions for this have been explicitly agreed upon in advance.

SECTION 3
APPLICATION OF THE GRANT AND REPORTING PROCEDURES

The Danish grant shall be spent solely on the objectives specified in the agreement. The authorities of the recipient country are expected to do what is within their power to ensure maximum adherence to the time-tables set for the implementation of activities and to see to it that the grant is spent in accordance with the accepted budgets.

Major budget shifts or reallocations of the grant can be made only after prior agreement with the Danish authorities.

It is the responsibility of the authorities of the recipient country to open negotiations with the Danish authorities where changes in activities, not envisaged by the provisions of the agreement, prove necessary. This is also the case where a delay occurs in the envisaged progress of activities, or where any other essential changes occur in the original conditions of the grant.

Once a year, or at the frequency specified in the agreement, the authorities of the recipient country must report on the over-al)l progress of activities. These reports shall include facts and figures on the results achieved. Where activities include building or other construction projects the authorities of the recipient country will normally be required to forward building certificates at regular intervals to the Danish authorities. This procedure is usually a requirement for payment of grant installments, cf. Section 2.

When activities have been completed or an agreement has expired, it is the responsibility of the authorities of the recipient country to discuss with the Danish authorities the procedure for and scope of the final report which is to

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be filed along with the accounts.

The Danish assistance authorities are entitled (a) to request from the authorities of the recipient country all relevant information which has a bearing on the implementation and progress of activities, and (b) to carry out inspection at any time during the period covered by the agreement.

SECTION 4
ACCOUNTING

It is the responsibility of the authorities of the recipient country to see to it that the use of the Danish grant is appropriately accounted for. The Danish authorities thus normally expect that

- the Danish grant be entered into the accounts as income
- expenditures be specified in the accounts with at least the same amount of detail as in the budget for activities
- accounts at all times show proof of the existence of transfer, although as yet unused, portions of the Danish grant
- a list be kept of major Danish financed purchases of equipment and fixtures
- accounts (and inventory lists, if any) be signed by the authority responsible for the activities as well by the auditors, cf. Section 5

Once a year, with the frequency specified in the agreement, the recipient country authority shall submit accounts in respect of implemented activities. The rendering of the accounts may follow the fiscal year of the recipient country, and they should under all circumstances not be submitted later than six months after expiry of the fiscal year under the review.

Where warranted the Danish authorities may request separate, itemized accounts for individual activities which are part of the agreement (as, for example, for building and construction projects.)

As far as possible within six months after the completion of activities or after the expire of the agreement, the authorities of the recipient country are responsible for submitting the final accounts. These accounts must show a final balance for the total grant paid out in accordance with the agree-* merit. Any balance in the favour of Denmark must at the same time be repaid to the Danish authorities, cf. Section 2.

Where the agreement at its expiry provides for a de facto transfer of equipment, fixtures or buildings constructed/ which have been paid for out of the funds of the Danish grant, the two Parties are required to prepare a specified list of the items and their value. This list shall be included in the transfer documents.

SECTION 5
AUDIT

All accounts rendered by the authorities of the recipient country shall be appropriately audited. The audit must be completed either by the competent central authority of the recipient country or by a certified public accountant.

The audit of the accounts shall appear as an endorsement of audit on the accounts, accompanied by the comments in the auditor's records, if any.

The authorities of the recipient country shall assist as necessary the Danish auditors whenever the latter during the period covered by the agreement in the recipient country. By agreement with the authorities of the recipient country, the Danish auditors shall be allowed to study report, accounts, inventory lists, and other pertinent material in terms of the agreement and the guidelines outlined here.

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