Project Agreement

(Stunting Prevention and Reduction Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

RWANDA BIOMEDICAL CENTER
PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and the Rwanda Biomedical Center ("Project Implementing Entity" or "RBC") ("Project Agreement") in connection with the Financing Agreement ("Financing Agreement") and the Co-Financing Agreements of the Signature Date between the Republic of Rwanda ("Recipient") and the Association. The Association and the Project Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; STANDARD CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to the Financing Agreement) and the Standard Conditions (as defined in the Appendix to the Co-Financing Agreements) apply to and form part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Financing Agreement, the General Conditions, the Co-Financing Agreements or the Standard Conditions.

ARTICLE II — PROJECT

2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out the Project in accordance with the provisions of Article V of the General Conditions, Article II of the Standard Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Project.

ARTICLE III — TERMINATION

3.01. For purposes of Section 10.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the Signature Date.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

4.01. The Project Implementing Entity’s Representative is its Director General.

4.02. For purposes of Section 11.01 of the General Conditions and Section 7.01 of the Standard Conditions: (a) the Association’s address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America; and
(b) the Association’s Electronic Address is:

Facsimile:
1-202-477-6391

4.03. For purposes of Section 11.01 of the General Conditions: (a) the Project Implementing Entity’s address is:

Director General
Rwanda Biomedical Center (RBC),
Ministry of Health
KG 17 Ave.
Kigali City, RWANDA; and

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

E-mail:
info@rbc.gov.rw
AGREED, as of the latest of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative

Name: Yasser El Guinal

Title: Country Manager

Date: March 7, 2018

RWANDA BIOMEDICAL CENTER

By

Authorized Representative

Name: Dr. Conde

Title: DG RBC

Date: 7-03-2018
SCHEDULE

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

Section I. Institutional and Other Implementation Arrangements

A. Institutional Arrangements.

Single Project Implementation Unit – RBC

1. The RBC shall: (a) maintain, within RBC, the Single Project Implementation Unit (RBC-SPIU) throughout Project implementation, and no later than three (3) months after the Effective Date, appoint within RBC-SPIU, a team headed by a Project coordinator/focal point with experience in community nutrition matters and comprised of a monitoring and evaluation specialist, two accountants and an internal auditor, and such other technical, safeguards (including on medical waste management) and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the RBC-SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the PIM.

2. The RBC-SPIU shall be responsible for the day-to-day management and implementation of the financial management, procurement, and safeguard aspects of the Project.

RBC

3. The RBC shall ensure that, throughout Project implementation, the RBC has adequate resources and staffing, with qualifications and experience acceptable to the Association, to carry out its responsibilities under the Project, as further detailed in the PIM.

4. The RBC shall be responsible for overall Project management and implementation, including the monitoring and evaluation and technical aspects of the Project.

B. Subsidiary Agreement.

1. The Project Implementing Entity shall sign a subsidiary agreement with the Recipient, on terms and conditions approved by the Association, which shall include the obligation of the Project Implementing Entity to:

(a) implement the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines applicable to recipients of loan
proceeds other than the Recipient, the MWMP, and in accordance with the provisions of the Financing Agreement and Grant Agreements;

(b) (i) procure all goods, works and services required under the Project and to be financed out of the proceeds of the Financing in accordance with the General Conditions; and (ii) ensure that all such goods, works and services are used exclusively for the purposes of the Project;

c) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;

d) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Financing and disclose their use in said parts; (ii) furnish such records and information as may be requested by the Recipient or the Association; and (iii) retain all records evidencing expenditures under said Parts of the Project for the period of time specified in the General Conditions;

(e) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Recipient and the Association, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and the Association, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project and to achieve its objective, each such report to cover a calendar semester; (iii) furnish each such report to the Recipient and the Association within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the Association shall reasonably request, on the execution of the Project, and furnish the same to the Recipient and the Association not later than six (6) months after the end of the Project;

(f) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to said parts to external and internal auditors; (iii) prepare interim financial reports
covering each quarter, and furnish them to the Recipient and the Association not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such financial statements as the Recipient or the Association may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the Association at least once in each fiscal year;

(g) for purposes of carrying out Part 1(vi) of the Project, enter into District Agreements, under terms and conditions acceptable to the Association, with the Targeted Districts, as further detailed in this Agreement;

(h) provide the Performance-Based Payments to CHWs and/or Health Centers in a timely manner, in accordance with the Recipient’s PBF Manual and Supplemental PBF Manual for the Targeted Districts; and,

(i) enable the Recipient and the Association to inspect the Project, their operations and any relevant records and documents.

5. RBC shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, RBC shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. District Agreements.

1. The Project Implementing Entity shall sign a district agreement with each Targeted District, on terms and conditions approved by the Association, which shall include the obligation of the respective Targeted District to:

(a) implement the activities under the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds, other than the Recipient, the MWMP, and in accordance with the provisions of this Agreement;

(b) (i) procure all goods, works and services required under the Project and to be financed out of the proceeds of the Financing in accordance with the General Conditions; and (ii) ensure that all such goods, works and services are used exclusively for the purposes of the Project;
(c) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;

(d) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Financing and disclose their use in said parts; (ii) furnish such records and information as may be requested by the Project Implementing Entity or the Association; and (iii) retain all records evidencing expenditures under said Parts of the Project for the period of time specified in the General Conditions;

(e) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Recipient, Project Implementing Entity and the Association, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient, Project Implementing Entity and the Association, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project and to achieve its objective, each such report to cover a calendar semester; (iii) furnish each such report to the Project Implementing Entity and/or the Association within thirty (30) days after the end of such period; and (iv) prepare, and furnish to the Project Implementing Entity a final report, of such scope and in such detail as the RBC and the Association shall reasonably request, on the execution of the Project, and furnish the same to the Recipient and the Association not later than four (4) months after the end of the Project;

(f) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to said parts to external and internal auditors; (iii) prepare interim financial reports covering each quarter, and furnish them to the Recipient and the Association not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such financial statements as the RBC, Recipient or the Association may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the Association at least once in each fiscal year; and,
(g) enable the RBC, Recipient and the Association to inspect the Project, their operations and any relevant records and documents.

2. RBC shall exercise its rights under each District Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, RBC shall not assign, amend, abrogate or waive any District Agreement or any of its provisions.

D. Project Implementation Manual (PIM).

1. The RBC shall adopt, not later than three (3) months after the Effective Date, the Project Implementation Manual, in a manner and substance satisfactory to the Association.

2. The RBC shall carry out the Project in accordance with the Project Implementation Manual, which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (ii) performance indicators of the Project; (iii) monitoring and evaluation; (iv) social and environmental safeguards particularly on the management and disposal of medical waste; (v) financial management guidelines and procedures; (vi) corruption and fraud measures; (vii) implementation modalities for each Part of the Project; and (viii) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.

3. In case of conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.


1. The RBC shall carry out the Parts 1(iii) and 2(i) of the Project in accordance with the PBF Manual and a supplemental PBF manual for the Targeted Districts, to be adopted by RBC in form and substance satisfactory to the Association ("Supplemental PBF Manual for the Targeted Districts"), which shall contain detailed arrangements and procedures for PBF payments under Parts 1(iii) and 2(i) of the Project, including, inter alia: (a) requirements to be fulfilled by the eligible Health Centers and eligible CHWs in the Targeted Districts; (b) contractual arrangements, including a template performance-based contract; (c) key nutrition indicators to be achieved, such as, for example, percentage of women who attended four or more antenatal care visits during their most recent pregnancy; (d) PBF
implementation guidelines and procedures; (e) payment methods; (f) the mechanisms for verification and counter-verification; and (g) rules and procedures governing a redress mechanism for the PBF payments; and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the PBF manual and/or Supplemental PBF Manual for the Targeted Districts.

2. In case of conflict between the provisions of the PBF Manual and the Supplemental PBF Manual for the Targeted Districts and this Agreement, those of this Agreement shall prevail.

E. **Annual Work Plan and Budget.**

1. The RBC shall, not later than May 30th of each year (commencing on 2018), prepare and furnish to the Association, an annual work plan, in form and substance satisfactory to the Association, informed by the PIM and containing activities proposed for implementation under the Project and milestones to be achieved during the following Fiscal Year, together with a proposed budget for the purpose.

2. The RBC shall exchange views with the Association on each such proposed Annual Work Plan and Budget, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the Association, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the Association.

F. **Safeguards.**

1. The Project Implementing Entity shall and shall cause the Health Centers and the Targeted Districts to carry out, the Project in accordance with the provisions of the MWMP.

2. The RBC shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the MWMP or any provision thereof without prior approval in writing by the Association.

3. The RBC shall ensure that all technical assistance under the Project, application of whose results would have environmental, social or health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the Association’s environmental and social safeguard policies and the Recipient’s own laws relating to the environment, social and health and safety aspects.

4. Without limitation upon its other reporting obligations under this Agreement, the RBC shall, for the MWMP, collect, compile and furnish to the Association on a
six (6)-monthly basis (or with more frequency or in a separate report whenever the circumstances warrant), reports in form and substance satisfactory to the Association, on the status of compliance with such MWMP, as part of the Project Reports, giving details of:

(a) measures taken in furtherance of the MWMP;
(b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the MWMP, and
(c) remedial measures taken or required to be taken to address such conditions.

5. The RBC shall maintain, throughout Project implementation, and publicize the availability of a Project-level grievance feedback and redress mechanism, in a form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project by Project affected persons, and take all measures necessary to implement the determinations made by said grievance feedback and redress mechanism in a manner satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports.

1. The Project Implementing Entity shall monitor and evaluate the progress of its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project in accordance with the provisions of Section 5.08 (b) of the General Conditions and Section 2.06(b)(i) of the Standard Conditions and on the basis of the indicators acceptable to the Association. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than thirty (30) days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Association of the overall Project Report.

2. The Project Implementing Entity shall provide to the Recipient not later than four (4) months after the Closing Date, for incorporation in the report referred to in Section 5.08 (c) of the General Conditions and Section 2.06(b)(ii) of the Standard Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Sections.