Program Agreement

(Second Additional Financing for the Transformation for Agriculture Sector Program
Phase 3)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

RWANDA AGRICULTURE BOARD

Dated 5th October, 2017
PROGRAM AGREEMENT

AGREEMENT dated October 5th, 2017, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and RWANDA AGRICULTURE BOARD ("RAB") ("Program Agreement") in connection with the Grant Agreement ("Grant Agreement") of same date between Republic of Rwanda ("Recipient") and the Association. The Association and the RAB hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the Appendix to the Grant 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 Grant Agreement or the Standard Conditions.

ARTICLE II — PROGRAM

2.01. The RAB declares its commitment to the objective of the Program. To this end, the RAB shall carry out its Respective Part of the Program in accordance with the provisions of Article IV of the General Conditions, and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Program.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and the RAB shall otherwise agree, the RAB shall carry out its Respective Part of the Program in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. The RAB’s Representative is its Director General.

3.02. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telex: 248423 (MCI) Facsimile: 1-202-477-6391

3.03. The RAB’s Address is:
P.O. Box 5016
Kigali, Rwanda
Telex:
+250 738304197

AGREED at Kigali, 5/10/2017, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Authorized Representative
Name: Yasser G. of Rwanda
Title: Country Manager - Rwanda

RWANDA AGRICULTURE BOARD

By

Authorized Representative
Name: Mark Gubahoro Ragabe
Title: Director G
SCHEDULE

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

Without limitation on the provisions of Article IV of the General Conditions, the RAB shall carry out its Respective Part of the Program in accordance with financial management, procurement and environmental and social management systems acceptable to the Association ("Program Fiduciary, Environmental and Social Systems") which are designed to ensure that:

1. the Grant proceeds for the RAB’s Respective Part of the Program are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and

2. the actual and potential adverse environmental and social impacts of the RAB’s Respective Part of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. Anti-Corruption

Without limitation upon the provisions of Part A of this Section, the RAB shall carry out its Respective Part of the Program in accordance with the provisions of the Anti-Corruption Guidelines.

C. Other Program Institutional and Implementation Arrangements

1. Program Institutions

Without limitation on the generality of Part A of this Section I, the RAB shall maintain, throughout the implementation of the Program, a single Program implementation unit ("RAB-SPIU"), with powers, functions, resources and staffing, acceptable to the Association and with resources adequate to fulfill its Respective Part of the Program.

2. Program Action Plan

(a) Without limitation on the generality of Part A of this Section I, RAB shall carry out the Program Action Plan, in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Association, and shall not amend, abrogate or suspend any provision of the Program Action Plan without the prior written agreement of the Association.

(b) Notwithstanding the foregoing, if any provision of any of said Program Action Plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.
Section II.  **Excluded Activities**

The RAB shall ensure that its Respective Part of the Program shall exclude any activities which:

A. in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or

B. involve the procurement of: (1) works, estimated to cost $50 million equivalent or more per contract; (2) goods, estimated to cost $30 million equivalent or more per contract; (3) non-consulting services, estimated to cost $20 million equivalent or more per contract; or (4) consultants' services, estimated to cost $15 million equivalent or more per contract.

Section III.  **Program Monitoring, Reporting and Evaluation; Audits**

A.  **Program Reports**

The RAB shall monitor and evaluate the progress of its Respective Part of the Program and prepare Program Reports for its Respective Part of the Program in accordance with the provisions of Section 4.08 of the General Conditions. Unless otherwise agreed by the Association, each Program 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 Program Report.

B.  **Program Financial Audits**

1. Without limitation on the generality of Section I.A of this Schedule and Section 5.09 of the General Conditions, the RAB shall have the Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the RAB. The audited Financial Statements for each such period shall be furnished to the Association not later than nine (9) months after the end of such period.

2. The RAB shall provide to the Recipient not later than six (6) months prior to the Closing Date, for incorporation in the report referred to in Section 4.08(c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of that Section.