Program Agreement

(Transformation of Agriculture Sector Program 4 Phase 2)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

RWANDA AGRICULTURE AND ANIMAL RESOURCES DEVELOPMENT BOARD (RAB)

Dated May 31, 2018
FINANCING NUMBER 6256-RW

PROGRAM AGREEMENT

AGREEMENT dated ____________, 2018, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and RWANDA AGRICULTURE AND ANIMAL RESOURCES DEVELOPMENT BOARD ("RAB") ("Program Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between Republic of Rwanda ("Recipient") and the Association. The Association and the RAB hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to the Financing 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 Financing Agreement or the General 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 Parts 2, 3 and 4 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 Parts 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 Parts 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
Kicukiro District,
Rubilizi
Kigali-Rwanda

AGREED at Kigali, Rwanda, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]
Name: Yasser El-Gamal
Title: Country Manager
Date: May 31, 2018

RWANDA AGRICULTURE AND ANIMAL RESOURCES
DEVELOPMENT BOARD

By

[Signature]
Name: Patrick Karangaza, Ph.D
Title: Director General
Date: May 31, 2018
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 Parts 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 Financing proceeds for the RAB’s Respective Parts 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 Parts 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 Parts 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 Parts of the Program, as further detailed in the Program Operational Manual.

2. Program Operational Manual

Without limitation on the generality of Part A of this Section I, RAB shall carry out its Respective Parts of the Program, in accordance with the Program Operational Manual.

3. 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 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 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 Parts 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 US$75 million equivalent or more per contract; (2) goods estimated to cost US$50 million equivalent or more per contract; (3) non-consulting services estimated to cost US$50 million equivalent or more per contract; (4) consulting services estimated to cost US$20 million equivalent or more per contract; or (5) information technology system estimated to cost US$50 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation; Audits

1. The RAB shall monitor and evaluate the progress of its Respective Parts of the Program and prepare Program Reports for its Respective Parts of the Program in accordance with the provisions of Section 5.08 (b) of the General Conditions. Each Program Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than one (1) month 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.

2. The RAB shall provide to the Recipient not later than three (3) months, for incorporation in the report referred to in Section 5.08 (c) of the General Conditions, all such information as the Recipient or the Association shall reasonably request for the purposes of that Section.