Program Agreement
(Transformation of Agriculture Sector Program 4 Phase 2 Program)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT ASSOCIATION

and

NATIONAL AGRICULTURAL EXPORT DEVELOPMENT BOARD (NAEB)
PROGRAM AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund ("World Bank") and NATIONAL AGRICULTURAL EXPORT DEVELOPMENT BOARD ("NAEB") ("Program Implementing Entity") ("Program Agreement") in connection with the Grant Agreement ("Grant Agreement") of the same date between Republic of Rwanda ("Recipient") and the World Bank, concerning Grant No. TF0B0153. The World Bank and NAEB hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

1.01. The Standard Conditions (as defined in the Appendix to this 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. NAEB declares its commitment to the objectives of the Program. To this end, NAEB shall carry out Parts 2 and 3 of the Program in accordance with the provisions of Article II of the Standard Conditions, the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for Parts 2 and 3 of the Program.

ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. NAEB’s Representative is its Director General.

3.02. For purposes of Section 7.01 of the Standard Conditions the World Bank’s address is:

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

Telex: Facsimile:
248423 (MCI) or 1-202-477-6391
64145 (MCI)

3.03. For purposes of Section 7.01 of the Standard Conditions NAEB's address is:

KK 530 St, Kigali

Facsimile:
252 575 600
3.03. For purposes of Section 7.01 of the Standard Conditions: (a) NAEB's address is:

KK 530 St, Kigali

Facsimile: 252 575 600

AGREED as of the later of the two dates written below.

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
INTERNATIONAL DEVELOPMENT

By

Authorized Representative

Name: Mr. Hafez M.T. Ghanaem
Title: Vice President, Africa Region
Date: May 16, 2019

NATIONAL AGRICULTURAL EXPORT DEVELOPMENT BOARD

By

Authorized Representative

Name: Mr. George William Kayongo
Title: Chief Executive Officer
Date: May 16, 2019
SCHEDULE

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

NAEB shall carry out Parts 2 and 3 of the Program in accordance with financial management, procurement and environmental and social management systems acceptable to the World Bank ("Program Fiduciary, Environmental and Social Systems") which are designed to ensure that:

1. the Grant proceeds for NAEB's Parts 2 and 3 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 NAEB's Parts 2 and 3 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 NAEB shall carry out Parts 2 and 3 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, NAEB shall maintain, throughout the implementation of the Program, a single Program implementation unit ("NAEB-SPIU"), with powers, functions, resources and staffing, acceptable to the World Bank and with resources adequate to fulfill Parts 2 and 3 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, NAEB shall carry out Parts 2 and 3 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, NAEB shall carry out the Action Plan, in accordance with the schedule set out in the said Action Plan in a manner satisfactory to the World Bank, and shall not amend, abrogate or suspend any provision of the Program Action Plan without the prior written agreement of the World Bank.

(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**

NAEB shall ensure that Parts 2 and 3 of the Program excludes any activities which:

A. in the opinion of the World Bank, 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**

1. NAEB shall monitor and evaluate the progress of Parts 2 and 3 of the Program and prepare Program Reports for said Parts 2 and 3 in accordance with the provisions of Section 2.06 of the Standard Conditions. Each Program Report shall cover the period of one calendar semester and shall be furnished to the Recipient not later than one month after the end of the period covered by such report for incorporation and forwarding by the Recipient to the World Bank of the overall Program Report.

2. NAEB shall provide to the Recipient not later than one (1) month after the end of the period covered by such report for incorporation in the report referred to in Section 2.06 of the Standard Conditions all such information as the Recipient or the World Bank shall reasonably request for the purposes of that Section.