Ms. Ingabire Marie Immaculée  
Chairperson  
Transparency International Rwanda  
Kigali  
Republic of Rwanda

Re: Republic of Rwanda: GPSA Trust Fund Grant No. TF0A4472  
Empowering Farmers at District Level through Social Accountability to Improve District Performance Contracts  
“Imihigo” in Rwandan Agriculture Project  
Letter Agreement

Dear Ms. Ingabire:

In response to the request for financial assistance made on behalf of Transparency International Rwanda (“Recipient”), a Civil Society Organization with legal personality duly registered in the public registry of civil associations of the Republic of Rwanda (“Member Country”), I am pleased to inform you that the International Bank for Reconstruction and Development and the International Development Association (collectively, the “World Bank”), acting as administrator of grant funds provided by multiple donors (“Donors”) under the Global Partnership for Social Accountability Multi-Donor Trust Fund (the “GPSA Trust Fund”), proposes to extend to the Recipient for the benefit of the Member Country, a grant from the GPSA Trust Fund in an amount not to exceed seven hundred ninety thousand United States Dollars (US.$790,000) (“Grant”) on the terms and conditions set forth or referred to in this letter agreement (“Agreement”), which includes the attached Annex, to assist in the financing of the project described in the Annex (“Project”).

This Grant is funded out of the GPSA Trust Fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank’s payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient’s right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.
Please confirm the Recipient’s agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank.

Very truly yours,

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
AND
INTERNATIONAL DEVELOPMENT ASSOCIATION

By
Yasser El-Gamal
Country Manager for Rwanda
Africa Region

AGREED:
TRANSPARENCY INTERNATIONAL - RWANDA

By:
Authorized Representative

Name: Ms. Ingabire Immaculate
Title: Chairperson
Date: 12-04-2017

Enclosures:

(2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated February 1, 2017
(3) "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 and as of July 1, 2016
GPSA Trust Fund Grant No. TF0A4472
ANNEX

Article I
Standard Conditions; Definitions


1.02. Definitions. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, and the following terms shall have the following meanings:

(a) “Civil Society Organization” and “CSO”, each means a legal entity that falls outside the public or for-profit sector, such as nongovernment organizations, not-for-profit media organizations, charitable organizations, faith-based organizations, professional organizations, labor unions, associations of elected local representatives, foundations, and policy development and research institutes; and “CSOs” means, collectively and indistinctively, more than one such CSO.

(b) “CSPMT” means the civil society procurement monitoring tool.

(c) “Enabling Legislation” means the Certificate of Compliance, dated May 24, 2013, issued by the Member Country pursuant to which the Member Country certified that the Recipient is a non-governmental organization legally operating in the territory of the Member Country and has fulfilled all requirements for compliance with the new law no. 04/12 of February 2, 2012 governing the functioning of national non-governmental organizations.

(d) “Imbaraga Associates” means a local CSO vested with the responsibility to provide technical assistance in gathering inputs from farmers, in the Kayonga district in the Member Country’s territory.

(e) “Imihigo” means binding agreements between the Member Country’s official agencies and the President setting forth said agencies’ targets on a number of governance, justice, economic and social indicators.

(f) “Milestone” means each and any of the achievements set forth in the additional instructions that the World Bank may specify by notice to the Recipient pursuant to Section 3.01(iii) of this Annex.

(g) “Partner CSO” means the Imbaraga Associates or the SDA-IRIBA; and “Partner CSOs” means, collectively, Imbaraga association and SDA-IRIBA.

(h) “Partner CSO Agreement” means the agreement to be entered into between the Recipient and each Partner CSO pursuant to the provisions of Section 2.04 of this Annex, satisfactory to the World Bank, as such agreement may be amended from time to time.

(i) “SDA-IRIBA” means a local CSO vested with the responsibility to: (i) engage officials of the Kyanza district in the process of civic participation in the Imihigo process; and (ii) ensure the coordination and monitoring and evaluation of Project activities in said district.
Article II
Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to help address low citizen participation in policy planning, monitoring and evaluation of local and national agricultural development plans in Project targeted districts.

The Project consists of the following parts:

**Part 1. Increasing Farmer’s Ownership of Agricultural Project**

Carrying out a program of activities to increase the farmers’ participation in the planning phase of the district performance contracts “Imihigo” in selected districts of the Member Country’s territory, including:

(a) The carrying out of capacity building workshops on the Imihigo planning cycle for Project stakeholders, including CSOs and farmers’ associations.

(b) The preparation of a report compiling farmers’ priorities per sector for inclusion in the Imihigo contracts.

(c) The carrying out of workshops with district’s authorities and farmers to evaluate the outcomes of the Imihigo planning process.

(d) The development and utilization of a social accountability tool to monitor the Imihigo planning process.

(e) The development of a social accountability tool to monitor the implementation of agricultural projects included in the Imihigo.

**Part 2. Deepening and Scaling Up of the Cooperation between CSOs and Government Officials**

Carrying out a program of activities to strengthen the cooperation between CSOs and officials of the Member Country for enhanced effectiveness agricultural projects, including:

(a) The carrying out of workshops with farmers’ representatives and officials of the Member Country at national and district levels to discuss project’s objectives and incentives.

(b) The implementation of the CSPMT to monitor public procurement associated with the implementation of projects included in the Imihigo.

(c) The implementation of social accountability tools developed to monitor the implementation of projects included in the Imihigo.

**Part 3. Sharing Knowledge and Lessons Learned and Project Management**

Carrying out a program of activities to support Project management and facilitate knowledge sharing and dissemination of lessons learned during Project implementation, including:

(a) Day-to-day Project implementation and monitoring through the provision of: (i) consultants’ services, including audits; (ii) operating costs; and (iii) training.
(b) A policy paper on the Imihigo planning process to assess the information and draw lessons to improve the process.

(c) Knowledge and learning activities for CSOs on social accountability tools.

2.02. **Project Coordination.** Provision of Project support through the carrying out of coordination, monitoring and evaluation and preparation audits of the Project activities, and the implementation of dissemination activities to facilitate and optimize access to the public to information and data derived from Project activities.

2.03. **Project Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (i) Article II of the Standard Conditions; (ii) the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016 (“Anti-Corruption Guidelines”); (iii) this Article II; and (iv) the Partner CSO Agreements; provided, however, that the Recipient shall retain sole fiduciary responsibility under the Project, including for procurement and financial management.

2.04. **Institutional and Other Arrangements.** Without limitation upon the provisions of Section 2.02 above:

(a) The Recipient shall enter into an agreement with each of the Partner CSOs, respectively, under terms and conditions acceptable to the World Bank setting forth, inter alia:

1. the respective roles and responsibilities of the Partner CSOs under the Project, including: (i) the obligation of the Partner CSOs to carry out their respective activities under the Project with due diligence and efficiency; and (ii) the conditions for the Recipient’s financing, out of the Grant proceeds, of limited Operating Costs of the Partner CSOs for the discharge of their respective roles and responsibilities under the Project; (2) the World Bank’s and the Recipient’s right to require audits of the Partner CSOs’ records and accounts; and (3) the Recipient’s right to suspend, terminate or seek refund of the Operating Costs upon failure of the Partner CSOs to comply with their roles and obligations under their respective Partner CSO Agreement.

(b) The Recipient shall exercise its rights and carry out its obligations under the Partner CSO Agreements in such manner as to protect the interests of the World Bank and the Recipient and to accomplish the purposes of the Grant and, unless the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, terminate, waive or fail to enforce the Partner CSO Agreements or any of the provisions thereof.

2.05. **Donor Visibility and Visit.** (a) The Recipient shall take or cause to be taken all such measures as the World Bank may reasonably request to identify publicly the Donors’ support for the Project.

(b) For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank’s request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Country’s territory for purposes related to the Project.

2.06. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the
World Bank. Each Project Report shall cover the period of one calendar quarter, and shall be
furnished to the World Bank not later than forty-five (45) days after the end of the period covered
by such report.

(b) The Recipient shall prepare the Completion Report in accordance with the
provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished
to the World Bank not later than six (6) months after the Closing Date.

2.06. Financial Management. (a) The Recipient shall ensure that a financial management
system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

(b) The Recipient shall ensure that interim unaudited financial reports for the Project
are prepared and furnished to the World Bank not later than forty-five (45) days after the end of
each calendar semester, covering the semester, in form and substance satisfactory to the
World Bank.

(c) The Recipient shall have its Financial Statements audited in accordance with the
provisions of Section 2.07 (b) of the Standard Conditions. Such audit of the Financial Statements
shall cover the entire period during which withdrawals from the Grant Account were made. The
audited Financial Statements for such period shall be furnished to the World Bank not later than
six (6) months after the end of such period.

2.08. Procurement

All goods and consulting services required for the Project and to be financed out of the
proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to
in the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”
dated July 1, 2016 ("Procurement Regulations"), and the provisions of the Recipient’s procurement
plan for the Project ("Procurement Plan") dated December 20, 2016 provided for under Section IV
of the Procurement Regulations, as the same may be updated from time to time in agreement with
the World Bank.

Article III
Withdrawal of Grant Proceeds

3.01. Eligible Expenditures. The Recipient may withdraw the proceeds of the Grant in
accordance with the provisions of: (i) Article III of the Standard Conditions; (ii) this Section; and
(iii) such additional instructions as the World Bank may specify by notice to the Recipient
(including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised
from time to time by the World Bank and as made applicable to this Agreement pursuant to such
instructions), to finance 100% of Eligible Expenditures directly relating to the achievement of the
Milestones for each Part of the Project and consisting of goods, consulting services (including
audits), Training, and Operating Costs, all inclusive of Taxes, and excluding art, furniture, carpets,
vehicles and generators.

For the purposes of this Section 3.01, the terms:

(a) "Training" means the expenditures incurred by the Recipient to conduct training,
including tuition, travel and subsistence costs for training and workshop participants, costs
associated with securing the services of trainers and workshop speakers, rental of training and
workshop facilities, preparation and reproduction of training and workshop materials, and other
costs directly related to training course and workshop preparation and implementation (but excluding goods and consulting services); and

(b) “Operating Costs” means the reasonable expenditures, as shall have been approved by the World Bank, incurred by the Recipient and any Partner CSOs to finance their incremental expenses incurred on account of Project implementation, and which include, inter alia, vehicle operation and maintenance, communication and insurance costs, banking charges, rental expenses, office and its equipment maintenance (but excluding any minor works), utilities, document duplication/printing, consumables, travel cost and per diem for Project staff for travel linked to the implementation of the Project, and salaries of contractual staff for the Project (but excluding consulting services), and any other reasonable expenditures as may be agreed upon by the World Bank.

3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of this Agreement.

3.03. Withdrawal Period. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is January 31, 2022.

Article IV
Additional Remedies

4.01. Additional Event of Suspension. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:

(a) the Recipient’s Enabling Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Recipient to perform any of its obligations under the Project; and

(b) an extraordinary situation has arisen which makes it improbable that the Recipient shall be able to perform its obligations under the Project.

Article V
Recipient’s Representative; Addresses

5.01. Recipient’s Representative. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Executive Director.

5.02. Recipient’s Address. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Transparency International Rwanda
P.O. Box 6252
Kigali
Rwanda
Email: info@tirwanda.org
Tel : +250 788 309 583
5.03. **World Bank's Address.** The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

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