Statistics for Results Facility
Catalytic Fund Trust Fund
Grant Agreement

(Statistics for Results Project)

between

THE REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an administrator of the SRF-CF Trust Fund)

Dated March 26, 2012
SRF-CF GRANT NUMBER TF011927

SRF-CF GRANT AGREEMENT

AGREEMENT dated March 26, 2012, entered into between REPUBLIC OF RWANDA ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Statistics for Results Facility Catalytic Fund Trust Fund (SRF-CF).

The Recipient and the World Bank hereby agree as follows:

Article I
Standard Conditions; Definitions

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated July 31, 2010 ("Standard Conditions"), 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 Standard Conditions or in this Agreement.

Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project") and the Program. To this end, the Recipient shall cause the Project to be carried out by the National Institute of Statistics of Rwanda ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to ten
million United States Dollars ($10,000,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the above-mentioned trust fund for which the World Bank receives periodic contributions from the donor to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donor under the above-mentioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds. Accordingly, in the event that the donor cancels or fails to pay any contributions under the trust fund to the World Bank for any reason, or that as a result of currency exchange variations the amount of funds available in the trust fund is insufficient for the purposes of the Grant, the Recipient shall bear the risk of such funding shortfall and the World Bank shall not have any liability whatsoever to the Recipient or to any third parties in respect of any expenditures or liabilities incurred by the Recipient or any third parties in connection with this Agreement which exceed the amount of funds made available to the World Bank by the donor for the purposes of the Grant.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02 (i) of the Standard Conditions consist of the following:

(a) The Recipient has failed to make payment (notwithstanding the fact that such payment may have been made by a third party) of principal, interest, service charges or any other amount due to IBRD or IDA: (i) under any agreement between the Recipient and IBRD; or (ii) under any agreement between the Recipient and IDA; or (iii) in consequence of any guarantee extended or other financial obligation of any kind assumed by IBRD or IDA to any third party with the agreement of the Recipient.

(b) (i) The right of the Recipient to withdraw the proceeds of the Co-financing has been suspended, canceled or terminated in whole or in part, pursuant to the terms of the Co-financing Agreement; or (B) the Co-financing has become due and payable prior to its agreed maturity. Subparagraph (i) of this paragraph shall not apply if the Recipient establishes to the satisfaction of the World Bank that: (A) such suspension, cancellation, termination or prematuring was not caused by the failure of the recipient of the Co-financing to perform any of its obligations under the Co-financing Agreement; and (B) adequate funds for the Project are
available from other sources on terms and conditions consistent with the Recipient’s obligations under this Agreement.

(c) The World Bank determines that an event has occurred that makes it unlikely that the Program, or a significant part of it, will be carried out.

(d) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.

(e) The Project Implementing Entity has failed to perform any obligation under the Project Agreement.

(f) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive, or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA.

(g) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement.

(h) The Recipient’s Law No. 9/2005 of 14/07/2005 pursuant to which the Project Implementing Entity has been established and is operating has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.

(i) The World Bank has determined after the Effective Date referred to in Section 5.02 of this Agreement that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.
Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

(a) The execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action.

(b) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.

5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:

(a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;

(b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms; and

(c) the Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**

**Recipient’s Representative; Addresses**

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is its Minister at the time responsible for finance.

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

Ministry of Finance and Economic Planning  
P. O. Box 158  
Kigali  
Rwanda

Facsimile:  
250-252-57-75-81

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

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

Cable: INDEVAS  
Telex: 248423 (MCI) or 64145 (MCI)  
Facsimile: 1-202-477-6391
AGREED at Kigali, Republic of Rwanda, as of the day and year first above written.

REPUBLIC OF RWANDA

By

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an Administrator of the SPRF Fund)

By

Authorized Representative
SCHEDULE 1

Project Description

The objective of the Project is to improve the quality and timeliness of statistical information as well as making it accessible to users.

The Project, which is part of the Program constitutes the following parts:

Part A: Data Development and Management

1. Financing of agreed priority surveys and censuses including the 2012 population and housing census.

2. Providing technical assistance and training for the adaption of internationally accepted standards and methodologies in data collection, compilation and validation.

3. Developing economic and social statistics.

4. Improving statistical registers, sampling frames and statistical classifications and methodologies.

5. Acquisition of computer packages and Geographical Information System for statistical mapping.

6. Improving quality control and assurance of statistical production processes.

Part B: Information Dissemination and Services to Users

1. Publication and dissemination of regular statistical publications by National Institute of Statistics of Rwanda and its key partners in the implementation of the National Strategy for the Development of Statistics.

2. Up-dating the National Institute of Statistics of Rwanda’s website.

3. Strengthening the National Institute of Statistics of Rwanda’s meta data for surveys and censuses.


5. Developing an appropriate information dissemination and micro-data access policy framework.
6. Developing an open data portal and supporting an open data initiative to enhance accessibility of data by users.


**Part C: Coordination of the National Statistical System**

1. Reviewing, strengthening and promoting frameworks for coordination of the National Statistical System.

2. Developing protocols, standard methodologies, instruments, structures and programs and providing information and communication technology solutions to promote coordination amongst the various institutions in the National Statistical System and enhance efficiency in data development, management and dissemination.

3. Supporting an expenditure review of the National Statistical System.

**Part D: Capacity Development**

1. Supporting capacity development of the National Institute of Statistics of Rwanda and selected government ministries, departments and agencies to generate quality statistics through provision of appropriate training, establishment of internship programs and linkage with local and international universities.

2. Supporting twining arrangements between the National Institute of Statistics of Rwanda and other national statistics offices.

3. Supporting the National Institute of Statistics of Rwanda to work with a university to develop appropriate syllabi for the teaching of applied statistics at college and university level.

4. Acquisition of computer hardware, data management systems and other equipment needed for field data collection and analysis.

5. Development of statistical infrastructure and data management systems.

**Part E: Project Implementation**

1. Carrying out monitoring and evaluation and auditing of the Project.

2. Financing of Operating Costs.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Project Coordination and Implementation.

Ministry of Finance and Economic Planning

1. The Ministry of Finance and Economic Planning shall be responsible for overall Project coordination and oversight.

2. The Recipient shall delegate the responsibility for day-to-day Project implementation and management to the Project Implementing Entity and shall throughout Project implementation, maintain the Project Implementing Entity with an institutional framework, functions, and resources satisfactory to the World Bank.

NSDS Coordination Team

3. The Recipient shall cause the Project Implementing Entity to maintain throughout Project implementation, the National Strategy for the Development of Statistics (NSDS) Coordination Team (NCT) comprising the NCT coordinator, sector coordinators and such staff as may be agreed with the World Bank, including, information technology specialist, procurement specialist, financial management specialist, monitoring and evaluation all with qualifications and terms of reference satisfactory to the World Bank, and with adequate resources for the carrying out of their respective responsibilities.

4. Without limitation upon the provisions of paragraph 3 of this Section, the NSDS Coordination Team shall be responsible for the day-to-day coordination and implementation of the Project.

Steering Committee/ National Partnership Group

5. The Recipient shall maintain, throughout Project implementation, the Steering Committee/National Partnership Group, with composition, an institutional framework and functions satisfactory to the World Bank and with adequate resources for the carrying out of its responsibilities.

6. Without limitation upon the provisions of paragraph 5 of this Section, the Steering Committee/National Partnership Group shall provide national oversight over the implementation of the NSDS.
Statistics sub-Committees

7. The Recipient shall maintain, throughout Project implementation, the Statistics sub-Committees with composition, an institutional framework and functions satisfactory to the World Bank and with adequate resources for the carrying out of its responsibilities.

8. Without limitation upon the provisions of paragraph 6 of this Section, the Statistics Sub-Committees shall ensure that statistics issues are mainstreamed in their respective sectors.

B. Subsidiary Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Agency under a subsidiary agreement between the Recipient and the Project Implementing Agency (Subsidiary Agreement) under terms and conditions approved by the World Bank, which shall require the Project Implementing Agency to, *inter alia*:

   (a) carry out 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 and in accordance with the provisions of this Agreement;

   (b) procure all goods and services required for the Project and to be financed out of the proceeds of the Grant in accordance with the provisions of Section III of this Schedule; and (ii) ensure that all such goods 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 and services financed out of the proceeds of the Grant and disclose their use in the Project; (ii) furnish such records and information as may be requested by the Recipient or the World Bank; and (iii) retain all records evidencing expenditures under the Project for the period of time specified in the Standard 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 World Bank, the
progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the World Bank, 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 objectives, each such report to cover every quarter; (iii) furnish each such report to the Recipient within forty five (45) days after such period to enable the Recipient to incorporate such report in its Project Report for the same period and to comply with its reporting obligations under Section II of this Schedule 2; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the World Bank shall reasonably request, on the execution of the Project, and furnish the same to the Recipient within forty days (45) days after the end of such period to enable the Recipient to incorporate such report in its report and comply with its obligations under Section II of this Schedule 2; and

(f) with respect to the financial management (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, 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 the Project to external and internal auditors for audit; and (iii) prepare and submit, on the forty fifth day of each month interim unaudited financial reports relating to the previous month to the Recipient for consolidation and such other information concerning such unaudited financial statements as the World Bank may from time to time reasonably request.

2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

3. In the event of any conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the provisions of this Agreement shall prevail.

C. Project Implementation MoUs

1. To facilitate coordination and implementation of the Project, the Recipient shall cause the Project Implementing Entity to enter into Project Implementation Memorandum of Understanding (MoU) with Beneficiaries prior to the carrying out of activities benefiting the Beneficiaries, in form and substance satisfactory to the World Bank.
2. The Recipient shall ensure and cause the Project Implementing Entity to exercise its rights under the Project Implementation MoUs in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient and the Project Implementing Entity shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.

3. In the event of any conflict between the provisions of the Project Implementation MoUs and those of this Agreement, the provisions of this Agreement shall prevail.

D. Project Implementation Manual

1. The Recipient shall ensure and cause the Project Implementing Entity to: (a) prepare a Project Implementation Manual and furnish said Project Implementation Manual to the World Bank for review; (b) thereafter adopt said updated Project Implementation Manual as shall have been approved by the World Bank and carry out the Project in accordance with the Project Implementation Manual as so updated; and (c) not amend, abrogate, or waive, or permit to be amended, abrogated, or waived, the aforementioned, or any provision thereof without the prior written approval of the World Bank.

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

E. Annual Work Plans

1. The Recipient shall ensure and cause the Project Implementing Entity to, not later than January 15 of each year, prepare and furnish to the World Bank and Partners, in accordance with the Memorandum of Understanding, an annual program of activities proposed for inclusion in the Project during the following Fiscal Year, together with a proposed budget and financing plan for such activities.

2. The Recipient shall ensure and cause the Project Implementing Entity to exchange views with the World Bank and Partners on each such proposed annual work plan, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the World Bank and Partners, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the World Bank and Partners ("Agreed Annual Work Plan").
F. Anti-Corruption

The Recipient shall ensure, and cause the Project Implementing Entity to carry out the Project in accordance with the provisions of the Anti-Corruption Guidelines.

Section II. Program and Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall ensure and cause the Project Implementing Entity to monitor and evaluate the progress of the Program and Project and prepare Program and 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 and set out in the Project Implementation Manual. Each Program and Project Report shall cover the period of one 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.

2. 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.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

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

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.
Section III.  Procurement

A.  General

1.  Procurement and Consultant Guidelines. All goods, non-consulting-services and consultants’ 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:

(a) Section I of the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”) in the case of goods and non-consulting services, and Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2.  Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B.  Particular Methods of Procurement of Goods and Non-consulting Services

1.  International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2.  Other Methods of Procurement of Goods and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, (b) Shopping, (c) Procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank, (d) Limited International Bidding, and (e) Direct Contracting.
C. Particular Methods of Procurement of Consultants' Services

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants’ Qualifications; (e) Single-source Selection of consulting firms; and (f) Single-source procedures for the Selection of Individual Consultants.


The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) 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 Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant (“Category”), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:
### Category of Expenditures and Percentage of Expenditures to be Financed

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, Non-Consulting Services, Training and Consultants' Services</td>
<td>5,000,000</td>
<td>Such percentage as the World Bank shall determine and</td>
</tr>
<tr>
<td>under Part A of the Project</td>
<td></td>
<td>communicate to the Recipient in a Confirmation Letter based on</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the approved Work Plan and Budget</td>
</tr>
<tr>
<td>(2) Goods, Non-Consulting Services, Training and Consultants' Services</td>
<td>4,500,000</td>
<td>Such percentage as the World Bank shall determine and</td>
</tr>
<tr>
<td>under Parts B, C and D of the Project</td>
<td></td>
<td>communicate to the Recipient in a Confirmation Letter based on</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the approved Work Plan and Budget</td>
</tr>
<tr>
<td>(3) Operating Costs</td>
<td>500,000</td>
<td>Such percentage as the World Bank shall determine and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>communicate to the Recipient in a Confirmation Letter based on</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the approved Work Plan and Budget</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>10,000,000</td>
<td></td>
</tr>
</tbody>
</table>

### B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is June 30, 2014.

### Section V. Other Undertakings

#### Recruitment of Procurement Assistant

1. The Recipient shall within one (1) month of Effectiveness, have recruited a procurement assistant with qualifications, terms of reference and experience satisfactory to the World Bank.
Procurement Training

2. The Recipient shall within one (1) month of Effectiveness, have provided procurement training to members of the tender committee.

External Audits

3. The Recipient shall within three (3) months of Effectiveness, have obtained consent of the office of the auditor general to conduct audits of the consolidated financial statements for the Project.
APPENDIX

Definitions

1. "Agreed Annual Work Plan" means the program of activities agreed each year among the Recipient and the World Bank and Co-Financers for inclusion in the Project and financing in accordance with Section I.E.1 of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time, all in accordance with the provisions of said Section I.E.1.


3. “Basket Fund” means the designated account referred to in Section 3.05 of the Standard Conditions, into which the proceeds of the Grant and Co-financing will be deposited for purposes of the Project.


5. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

6. “Co-financier” means one of the following Partners other than the World Bank which intends to provide or is providing financing to the Project pursuant to the Memorandum of Understanding: the United Kingdom Department for International Development (DfID) and the European Commission (EC) and “Co-Financiers” means, collectively, all such financiers.

7. “Co-financing” means an aggregate amount of approximately US$ 8,089,500 from the United Kingdom Department for International Development (DfID) and US$ 5,862,360 from the European Commission (EC) to be made available to the Recipient through the Basket Fund to assist in financing the Project.

8. “Co-financing Agreement” means the Memorandum of Understanding and each agreement to be entered into between the Recipient and each Co-financier providing for the Co-financing.

9. “Confirmation Letter” means a periodic letter from the World Bank to the Recipient indicating the applicable percentage rate of disbursement for the Project for the period having regard to amount of funding available from the World Bank and the Co-financiers.

11. “Memorandum of Understanding” means the Memorandum of Understanding to be entered into among the Recipient, the World Bank and the Co-Financiers setting forth the modalities for cooperation and coordination in the provision of financial support to the Recipient’s Program.

12. “Ministry of Agriculture and Animal Resources” means the Recipient’s ministry at the time responsible for matters relating to agriculture and animal resources.

13. “Ministry of Health”, means the Recipient’s ministry at the time responsible for matters relating to health.

14. “Ministry of Education” means the Recipient’s ministry at the time responsible for matters relating to education.

15. “Ministry of Local Government” means the Recipient’s ministry at the time responsible for local government matters.


18. “Non-Consulting Services” means services, for which the physical aspects of the activity predominate, are bid and contracted on the basis of performance of a measurable physical output, and for which performance standards can be clearly identified and consistently applied such Non-Consulting Services to include publicity, realization and production of publicity spot and video and media coverage.

19. “Operating Costs” means the incremental expenses incurred by the Recipient on account of Project implementation, management, and monitoring, including rental of office space; office supplies and consumables; communication costs; operation and maintenance of office vehicles; per diem and travel costs for Project staff; reasonable bank charges; advertising costs; allowances and salaries of contractual staff (excluding the salaries of civil servants).

20. “Partner” means one of the following financiers other than the World Bank which intends to provide or is providing financing to the Project: the African Development Bank (AfDB), the United Kingdom Department for International Development (DfID), the European Commission (EC), the United Nations
Development Programme, (UNDP), the United Nations Children Fund (UNICEF), the Belgian Development Agency (BTC) and United Nations Population Fund (UNFPA); and "Partners" means, collectively, all such financiers.

21. "Procurement Plan" means the Recipient's procurement plan for the Project, dated November 11, 2011 and referred to in paragraph 1.16 of the Procurement Guidelines and paragraph 1.24 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.


23. "Project Implementing Entity" means the National Institute of Statistics of Rwanda or its legal successor thereto.

24. "Project Implementation Manual" means the Recipient's manual dated December 19, 2011 outlining implementation, organizational, administrative, monitoring and evaluation, financial management, and disbursement arrangements for the Project including a procurement annex detailing procurement guidelines and procedures for the Project, and referred to in Section I.D (1) of Schedule 2 to this Agreement, as the same may be amended from time to time with the concurrence of the World Bank, and such term includes any schedules to said Manual.

25. "Project Implementation Memorandum of Understanding" or "Project Implementation MoUs" means the agreement satisfactory to the World Bank to be entered into between the Project Implementing Entity and the Beneficiaries clarifying the roles and responsibilities of each of the parties in implementing the Project and referred to in Section I.C (1) of Schedule 2 to this Agreement, as the same may be amended from time to time with the concurrence of the World Bank.

26. "Sector Working Group" means one of the sixteen (16) sector committees of the Recipient established under the Economic Development and Poverty Reduction Strategy (EDPRS) comprising representatives of central and local government institutions, development partners, civil society and the private sector involved in the sector or with an interest in the sector's development and responsible for the provision of strategic orientation in the implementation of the EDPRS within the sector.

27. "Statistics sub-Committee" means a committee of the Recipient comprising of representatives of the various ministries, departments and agencies in the respective Sector Working Group and referred to in Section I.A (7) of Schedule 2 to this Agreement.

29. "Subsidiary Agreement" means the agreement to be entered into between the Recipient and the Project Implementing Entity, in accordance with the provisions of Section I.B (1) of Schedule 2 to this Agreement.

30. "Training" means the costs incurred on account of seminars, workshops and study tours including travel and subsistence costs for participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to the preparation of seminars, workshops and study tours but excluding consultants' services.