

CONFORMED COPY

GRANT NUMBER H 253 RW

Financing Agreement

(eRwanda Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated December 19, 2006

GRANT NUMBER H 253 RW

FINANCING AGREEMENT

AGREEMENT dated December 19, 2006, between REPUBLIC OF RWANDA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General 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 the Financing Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to six million nine hundred thousand Special Drawing Rights (SDR 6,900,000) (“Grant”) to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Payment Dates are April 15 and October 15 in each year.
- 2.05. The Payment Currency is the dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objectives of the Project and the Program. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association 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 IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) 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 Program can be carried out.
 - (b) The Project Implementing Entity's Legislation 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.
- 4.03. The Additional Event of Acceleration consists of the following:

The event specified in Section 4.01 (b) of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Project Operations Manual, in form and substance satisfactory to the Association, has been adopted by the Recipient and the Project Implementing Entity.
 - (b) A Project manager, a financial management specialist and a procurement specialist, all with qualifications, experience and terms of reference

satisfactory to the Association, have been recruited by the Project Implementing Entity for purposes of Project implementation.

- (c) A financial management system, in form and substance satisfactory to the Association, has been established by the Project Implementing Entity.

5.02. The Additional Legal Matter consists of the following:

The Subsidiary Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon the Recipient and the Project Implementing Entity in accordance with its terms.

5.03. The Effectiveness Deadline is the date 90 days after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient's Representative is the minister at the time responsible for finance.

6.02. The Recipient's Address is:

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

Facsimile: 250-57-75-81

6.03. The Association's Address is:

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

Cable:

Telex:

Facsimile:

INDEVAS
Washington, D.C.

248423 (MCI) or
64145 (MCI)

1-202-477-6391

AGREED in the District of Columbia, United States of America, as of the day and year first above written.

REPUBLIC OF RWANDA

By

/s/ Zac Nsenga
Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

/s/ Hartwig Schafer
Authorized Representative

SCHEDULE 1

Project Description

The objectives of the Project are to support the Recipient in its efforts to improve: (i) the efficiency and effectiveness of the internal processes of its government; and (ii) the delivery of applications and services, including better access to information through the use of information and communications technology, in selected key sectors.

The Project consists of the following parts:

1. Strengthening of Effectiveness and Efficiency of Recipient's Government
 - (a) Continued development of Recipient's government portal.
 - (b) Equipping selected ministries and Provincial and District offices with basic information and communications technology infrastructure.
 - (c) Strengthening of network infrastructure connecting ministries and selected Provincial and District offices and establishment / strengthening of a number of free-standing public access points at national and sub-national levels.
 - (d) Establishment of maintenance and support infrastructure for information and communications technology applications.
 - (e) Carrying out of training and capacity building activities, including business process engineering, in information and communications technology.
 - (f) Provision of technical platform for rollout of Recipient's public financial management system to selected District offices.
 - (g) Establishment of pilot system for consumer use of mobile telephones for funds transfers and possibly bill payment.

All through the acquisition of goods such as information and communications technology equipment and special-purpose vehicles furnished with such equipment, carrying out of minor works, provision of technical advisory services and financing of Operating Costs.

2. Improvement of Service Delivery to Citizens and Private Sector

- (a) Improvement of applications and services for citizens and private sector through:
 - (i) Provision of support to identification of specific services requiring improvement through use of information and communications technology and business process re-engineering; and
 - (ii) Provision of seed funding for implementation of innovative approaches to improvement of service delivery in key sectors such as health, education and agriculture through use of information and communications technology.
- (b) Provision of support to creation and customization of information by key government services such as agriculture, education, environment and health and dissemination of said information to Districts and local communities through public access points established under Part 2 (c) of the Project or other means such as the internet, radio and brochures.
- (c) Establishment and maintenance of public access points in urban as well as rural areas for availability of electronic services and information to public, including exploration of variety of kiosk models (public, private, public-private partnership) and mechanisms for care and feeding of kiosks and training of kiosk operators in technical, information technology and financial applications.

All through the acquisition of goods such as information and communications technology equipment, provision of technical advisory services and carrying out of Training.

3. Improvement of Service Access through Enhancement of Energy and Telecommunications Infrastructure

- (a) Strengthening of Rwanda Utilities Regulatory Agency and its policy and regulatory framework through:
 - (i) Preparation and implementation of human resource development plan, including identification of staffing requirements and qualifications and training plans for existing staff, and carrying

out of specific training and study tour for Rwanda Utilities Regulatory Agency;

- (ii) Design and implementation of database to map telecommunications networks (fiber optic, wireless, rural access, electricity grid); identification of access connectivity gaps and national / backhaul link needs; and assessment and rationalization of various national backbone initiatives (fiber optic, wireless, electricity grid);
 - (iii) Piloting of output-based approach for deployment of information and communications technology access infrastructure by private operators in selected public access points in remote rural areas, including provision of support to Rwanda Utilities Regulatory Agency for auctioning of licenses, including organization of road shows, packaging of tender documents and posting of advertisements; and
 - (iv) Carrying out of review of legal framework for investment in knowledge industries and preparation and promotion of e-legislation favorable to such investment covering intellectual property rights protection, privacy, electronic commerce, electronic and digital signatures, domain names and computer crime.
- (b) Improvement of basic information and communications technology access infrastructure for select Provincial and District offices in rural areas through:
- (i) Linking of selected Provincial and District offices in selected rural areas to telecommunications network; and
 - (ii) Carrying out of capacity building for Universal Access Fund for management of output-based approach mechanism for deployment of information and communications technology access infrastructure by private operators in selected rural areas and possible provision of seed capital to said Fund.

All through the provision of technical advisory services.

4. Project Management

- (a) Provision of support to the Project Implementing Entity and the Ministry of Infrastructure for Project management and implementation of related reforms.
- (b) Establishment of quality assurance mechanism for implementation of said reforms.
- (c) Organization of workshops and other feedback events for users of public services supported by the Project.
- (d) Development of monitoring and evaluation system for implementation of said reforms.

All through the acquisition of goods such as information and communications technology equipment, provision of technical advisory services, carrying out of Training and financing of Operating Costs.

SCHEDULE 2

Project Execution

Section I. Subsidiary Financing; Institutional and Other Arrangements

A. Subsidiary Agreement

1. To facilitate the carrying out of the Project by the Project Implementing Entity, the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association, which shall include the following (“Subsidiary Agreement”):
 - (a) The Recipient shall make the proceeds of the Financing available to the Project Implementing Entity on a grant basis.
 - (b) The Project Implementing Entity shall perform all of its obligations under the Project Agreement.
 - (c) Except as the Association shall otherwise agree, the Project Implementing Entity shall: (i) carry out the Project, or cause the Project to be carried out, in accordance with the Project Operations Manual and the Project Implementation Plan (provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Operations Manual or Project Implementation Plan and the provisions of this Agreement, the provisions of this Agreement shall prevail); and (ii) not amend, abrogate, or waive, or permit to be amended, abrogated or waived, the aforementioned, or any provision thereof, if such amendment, abrogation or waiver may, in the opinion of the Association, materially or adversely affect Project implementation.
 - (d) Procurement of the goods, works and services required for the Project shall be governed by the provisions of Section III of Schedule 2 to this Agreement, as said provisions may be further elaborated in the Procurement Plan.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall

otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement of any of its provisions.

B. Institutional Arrangements

1. Without limitation upon the provisions of paragraph 4 of this Section, the Recipient's minister at the time responsible for communications shall be responsible for strategic and policy oversight of the Project.
2. Without limitation upon the provisions of paragraph 4 of this Section, the Project Implementing Entity's Board of Directors and Management Team shall be responsible for technical oversight of the Project.
3. The Recipient shall maintain, throughout Project implementation, the Project Implementing Entity in form and substance and with resources and functions satisfactory to the Association, including the staff referred to in the following paragraph.
4. The Recipient shall cause the Project Implementing Entity to: (i) maintain, throughout Project implementation, the staff referred to in Section 5.01 (b) of this Agreement, all with qualifications, experience and terms of reference satisfactory to the Association; and (ii) recruit, no later than one month after the Effective Date, and maintain, throughout Project implementation, an information, education and communication specialist, a monitoring and evaluation specialist, a private sector development specialist, a technology officer, and other necessary staff, all with qualifications, experience and terms of reference satisfactory to the Association.
5. The Project Implementing Entity shall be responsible for coordination, monitoring and supervision of Project implementation.
6. The Recipient shall establish, no later than one month after the Effective Date, and maintain throughout Project implementation, under its ministry at the time responsible for infrastructure, a Quality Assurance Group, in form and substance and with resources and functions satisfactory to the Association, and including at least one international expert from a country other than the Recipient having implemented reforms in the area of information and communications technology.
7. Without limitation upon the provisions of paragraph 4 of this Section, the Quality Assurance Group shall be responsible for quality assurance under the Project and, as such, shall review the status of Project implementation at least every semester

throughout Project implementation and make appropriate recommendations to the Project Implementing Entity's Board of Directors.

C. Project Operations Manual and Project Implementation Plan

Except as the Association shall otherwise agree, the Recipient shall: (i) carry out the Project, or cause the Project to be carried out, in accordance with the Project Operations Manual and the Project Implementation Plan (provided, however, that in case of any conflict between the arrangements and procedures set out in the Project Operations Manual or Project Implementation Plan and the provisions of this Agreement, the provisions of this Agreement shall prevail); and (ii) not amend, abrogate, or waive, or permit to be amended, abrogated or waived, the aforementioned, or any provision thereof, if such amendment, abrogation or waiver may, in the opinion of the Association, materially or adversely affect Project implementation.

D. Social Safeguards

1. The Recipient shall cause the Project Implementing Entity to ensure that a social assessment study, in form and substance satisfactory to the Association, is carried out, using participatory methods, no later than six months after the Effective Date, for purposes of analyzing the historical, political, socio-cultural and institutional context of and social issues relating to the Project and proposing a social development strategy to achieve likely social development outcomes of the Project.
2. Except as the Association shall otherwise agree, the Recipient shall cause the Project Implementing Entity to: (i) carry out the Project, or cause the Project to be carried out, in accordance with the findings and recommendations of said social assessment study, particularly said social development strategy; and (ii) not amend, abrogate, or waive, or permit to be amended, abrogated or waived, the aforementioned, or any provision thereof, if such amendment, abrogation or waiver may, in the opinion of the Association, materially or adversely affect Project implementation.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. (a) The Recipient shall cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions

and on the basis of the indicators set forth below in sub-paragraph (b) of this paragraph. Each Project Report shall cover the period of one calendar quarter, and the first Project Report shall be furnished to the Association not later than 60 days after the end of the period covered by such report, and subsequent Project Reports shall be furnished to the Association not later than 45 days after the end of the period covered by such reports.

(b) The performance indicators referred to above in sub-paragraph (a), to be assessed as of the Closing Date, consist of the following:

(i) Project Objective:

The number of targeted Recipient institutions which demonstrate improved internal efficiency in the delivery of services and information to citizens has increased from zero as of the Effective Date to 27, as evidenced by the amount of time required or cost incurred by the Recipient for such delivery.

(ii) Part 1 of the Project:

(A) The number of targeted Recipient institutions which participate in the government portal with well developed internal and external websites has increased from zero as of the Effective Date to 27.

(iii) Part 2 of the Project:

(A) The number of targeted public service applications available through improved, functional and user-friendly delivery mechanisms has increased from zero as of the Effective Date to four.

(B) The proportion of users who express satisfaction with the services and information provided by the government portal has increased from 0% as of the Effective Date to 80%.

(iv) Part 3 of the Project:

- (A) The ability of the Rwanda Utilities Regulatory Agency to monitor and evaluate telecommunications and energy operators' adherence to sectoral laws and regulations has improved, as evidenced by the proportion of said Agency's work plans completed by the end of each year, which has increased from zero percent as of the Effective Date to 95%.
- (B) The number of targeted District Offices, Provincial offices and public access points with reliable telecommunications and energy during regular business hours has increased from zero as of the Effective Date to 12.
- (C) Communication and data exchange within the Recipient's government, as evidenced by the number of connections and / or amount of data transferred as measured against the baseline as of the Effective Date, has increased by 20%.

(v) Part 4 of the Project:

- (A) Adherence by the Project Implementing Entity to the fiduciary requirements of the Association under the Project stands at 100%.
- (B) The demonstrated ability of the Project Implementing Entity to use monitoring and evaluation information for improved Project management has increased from zero percent as of the Effective Date to 100%, as evidenced by continual improvements in public access points, information provided by the system, and applications available to citizens.

2. On or about the date 24 months after the Effective Date, the Recipient shall undertake, in conjunction with the Project Implementing Entity and the Association, a comprehensive midterm review of the Project during which it shall exchange views with the Project Implementing Entity and the Association generally on all matters relating to the progress of the Project, and the performance by the Recipient of its obligations under this Agreement and by the

Project Implementing Entity under the Project Agreement, having regard to the performance indicators set forth above in paragraph 1 (b) of this Part A.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall cause the Project Implementing Entity to prepare and furnish to the Association as part of the Project Report, interim un-audited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall cause the Project Implementing Entity to have its 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 Project Implementing Entity. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.

Section III. Procurement

A. General

1. **Goods and Works.** All goods and works required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Schedule.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Schedule.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Works

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and works shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Works.** The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods and works. The Procurement Plan shall specify the circumstances under which such methods may be used:

<u>Procurement Method</u>
(a) Limited International Bidding
(b) National Competitive Bidding
(c) International Shopping
(d) Single Source Selection
(e) Procurement from United Nations Agencies

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 table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants' services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<u>Procurement Method</u>
(a) Selection Based on Consultant Qualifications
(b) Least Cost Selection
(c) Single Source Selection

D. Review by the Bank of Procurement Decisions

Except as the Association shall otherwise determine by notice to the Recipient, the terms of reference of all contracts for consultants' services, and the following contracts shall be subject to Prior Review by the Association: (a) each contract for goods estimated to cost the equivalent of \$150,000 or more procured on the basis of International Competitive Bidding, Limited International Bidding,

National Competitive Bidding or International Shopping; (b) each contract for works estimated to cost the equivalent of \$200,000 or more procured on the basis of International or National Competitive Bidding; (c) each contract for non-consultant services estimated to cost the equivalent of \$150,000 or more procured on the basis of International Competitive Bidding, Limited International Bidding, National Competitive Bidding or International Shopping; (d) each contract for consultants' services provided by a firm estimated to cost the equivalent of \$100,000 or more; (e) each contract for consultants' services provided by an individual consultant estimated to cost the equivalent of \$50,000 or more; (f) each contract procured on the basis of Single Source Selection; and (g) the first three contracts procured on the basis of each procurement method set forth or referred to in this Section. All other contracts shall be subject to Post Review by the Association.

Section IV. Withdrawal of the Proceeds of the Financing

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Bank may specify by notice to the Recipient, 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 Financing ("Category"), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Financing Allocated (Expressed in SDR)	Percentage of Expenditures to be Financed
(1) Goods, including information and communications technology equipment and vehicles	2,250,000	100
(2) Works	450,000	100
(3) Consultants' services, including audits	3,050,000	100

(4) Training	250,000	100
(5) Operating Costs	600,000	100
(6) Unallocated	<u>300,000</u>	
TOTAL AMOUNT	6,900,000 =====	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made:
 - (a) prior to the date of this Agreement; and
 - (b) for Consultants' services under Category (3) if said consultant is one of the staff set forth or referred to in Section I.B.4 of this Schedule, unless the specific parameters of such payments have been appraised and approved by the Association in accordance with the provisions of this Agreement and the Project Implementation Manual.
2. The Closing Date is December 31, 2010.

Section V. Other Undertakings

1. No capital shall be made available to the Universal Access Fund under Part 3 (b) (ii) of the Project unless the specific parameters of such support have been appraised and approved by the Association in accordance with the provisions of this Agreement and the Project Implementation Manual.
2. Except as the Association shall otherwise agree, the Recipient shall cause the Project Implementing Entity to finance, no later than the nineteenth month of Project implementation, and subsequently throughout Project implementation, the service contracts of all staff set forth or referred to in Part I.B.4 of this Schedule, with the exception of the Project manager.

APPENDIX

Definitions

1. “Board of Directors” means the Project Implementing Entity’s (as hereinafter defined) board headed by the Rector of the Kigali Institute of Science and Technology (as hereinafter defined) and comprising representatives of the Recipient’s government, the private sector and civil society, and which is responsible for management oversight of said Entity.
2. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
3. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants by World Bank Borrowers” published by the Bank in May 2004.
4. “District” means an administrative area of the Recipient, established pursuant to the Recipient’s Law No. 29/2005 of December 31, 2005, representing a designated area and population within the territory of the Recipient.
5. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 1, 2005.
6. “Kigali Institute of Science and Technology” means the Recipient’s entity established and operating pursuant to the Recipient’s Law No. 48/2001 of December 26, 2001 and which is responsible for the carrying out of research and the provision of higher education in science and technology.
7. “Management Team” means the Project Implementing Entity’s (as hereinafter defined) team headed by the Executive Director of said Entity and comprising all directors of units, and which is responsible for day-to-day management of said Entity.
8. “Ministry of Infrastructure” means the Recipient’s ministry at the time responsible for infrastructure.
9. “Operating Costs” means the incremental expenses incurred by the Project Implementing Entity on account of Project implementation, management and monitoring, including for office space rental, utilities and supplies, bank charges, communications, vehicle operation, maintenance and insurance, building and equipment maintenance, advertising expenses, travel and supervision and salaries

of contractual and temporary staff, but excluding salaries, honoraria and fees of members of the Recipient's civil service.

10. "Procurement Guidelines" means the "Guidelines: Procurement under IBRD Loans and IDA Credits" published by the Bank in May 2004.
11. "Procurement Plan" means the Recipient's procurement plan for the Project, dated July 27, 2006 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.
12. "Program" means the Recipient's program designed to use information and communications technology as a key driver of the Recipient's socio-economic development toward a knowledge-based economy and as a vehicle for improvement of public and private service delivery, particularly in rural areas, and set forth or referred to in the Recipient's Second National Information and Communication Infrastructure Plan (2006-10).
13. "Project Implementation Plan" means the plan, in form and substance satisfactory to the Association, outlining a sequence and timetable for Project implementation, as shall have been agreed with the Association for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to the Project Implementation Plan.
14. "Project Implementing Entity" means the Rwanda Information and Technology Authority (as hereinafter defined).
15. "Project Implementing Entity's Legislation" means the Recipient's Law No. 32/2002 of October 2, 2002.
16. "Project Operations Manual" means the manual, in form and substance satisfactory to the Association, outlining implementation, organizational, administrative, monitoring and evaluation, social assessment, monitoring and mitigation, financial management, disbursement and procurement arrangements, as shall have been agreed with the Association for purposes of Project implementation, as the same may be amended from time to time with the concurrence of the Association, and such term includes any schedules to the Project Operations Manual.

17. “Province” means an administrative area of the Recipient, established pursuant to the Recipient’s Law No. 29/2005 of December 31, 2005, representing a designated area and population within the territory of the Recipient.
18. “Quality Assurance Group” means the group referred to in Part I.B.5 of Schedule 2 to this Agreement, and whose responsibilities are set out in Part I.B.6 of said Schedule.
19. “Rwanda Information and Technology Authority” means the Recipient’s entity housed in its ministry at the time responsible for infrastructure and which is responsible for coordination of support to the development and implementation of the Recipient’s Program.
20. “Rwanda Utilities Regulatory Agency” means the Recipient’s entity established and operating under the Recipient’s Law No. 39/2001 of September 13, 2001 and responsible for the regulation of public utilities.
21. “Subsidiary Agreement” means the agreement referred to in Section I.A of Schedule 4 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to the Project Implementing Entity.
22. “Training” means the training of persons involved in Project-supported activities, such term including seminars, workshops and study tours, and costs associated with such activity include travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation and reproduction of training materials and other costs directly related to course preparation and implementation.
23. “Universal Access Fund” means the Recipient’s fund established and operating pursuant to the Recipient’s Law No. 44/2001 of November 30, 2001 and Presidential Order No. 05/01 of March 15, 2004, financed by public general telecommunications operators in the Recipient’s territory and the objective of which is to facilitate the provision, on affordable terms and with minimum subsidy, of the widest possible access to a public telephone service by the general public in all parts of the Recipient’s territory.