
CREDIT NUMBER 6615-RW

Financing Agreement

(COVID-19 Emergency Response Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6615-RW

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between the REPUBLIC OF RWANDA (the “Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the “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) apply to and form 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 General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount of Thirteen Million One Hundred Thousand Euro (€ 13,100,000) (variously, “Credit” and “Financing”), to assist in financing the project described in Schedule 1 to this Agreement (the “Project”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are January 15 and July 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Euro.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall cause the Project Implementing Entity (“PIE”) to carry out carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV —TERMINATION

- 4.01. The Effectiveness Deadline is the date sixty (60) days after the Signature Date.
- 4.02. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient’s Representative is the Recipient’s minister responsible for finance.
- 5.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient’s address is:

Ministry of Finance and Economic Planning
12 KN 3 Ave
P.O BOX 158
Kigali, Rwanda; and

(b) the Recipient’s Electronic Address is:

| | | |
|------------------|------------------|-----------------------|
| Telephone: | Fax: | E-mail: |
| +250 25 257 7581 | +250 25 257 5756 | mfin@minecofin.gov.rw |

- 5.03. For purposes of Section 11.01 of the General Conditions: (a) The Association’s address is:

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

(b) the Association’s Electronic Address is:

| | | |
|--------------|----------------|--------------------------|
| Telex: | Facsimile: | E-mail: |
| 248423 (MCI) | 1-202-477-6391 | rwandainfo@worldbank.org |

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Dr. Uzziel Ndagijimana

Authorized Representative

Name: _____
Dr. Uzziel Ndagijimana

Title: _____
Minister of Finance and Economic Planning

Date: _____
09-Apr-2020

Date: _____

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Yasser El-Gammal

Authorized Representative

Name: _____
Yasser El-Gammal

Title: _____
Country Manager

Date: _____
09-Apr-2020

Date: _____

SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness in the Republic of Rwanda.

The Project constitutes a phase of the MPA Program and consists of the following parts:

Part 1: Case Detection, Confirmation and Contact Tracing

Enhancing case detection, disease surveillance, sample collection and ensuring rapid laboratory diagnoses and carrying out contact tracing for COVID-19 and other disease outbreaks through financing and support for:

- (a) enhancement of case detection through (i) screening travelers at ports of entry as well as in priority communities and targeted health facilities; (ii) diagnosing cases and referring them for treatment as needed; (iii) carrying out contact tracing to minimize risk of transmission; (iv) conducting risk assessments to identify hot spot areas of transmission and provide timely information to policymakers including digital maps that can help in visualization of transmission; and (v) carrying out multi-sectoral simulation exercises for COVID-19 and other disease outbreaks;
- (b) strengthening the health system through; *inter alia*: (i) providing medical supplies and equipment (e.g. thermo scanners; test kits; drugs; lab equipment and supplies, personal protective equipment); (ii) Training and capacity building for frontline workers; and (iii) Operating Costs for rapid response teams and recruitment of additional personnel.

Part 2: Public Health Measures and Clinical Care Capacity

Strengthening of public health policies and measures and establishment of critical clinical care capacity including promotion of digital solutions through financing and support for:

- (a) public health policies regarding: (i) social distancing measures (such as restrictions on border crossings, work-at-home policies, restricting public gatherings); (ii) personal hygiene promotion, including handwashing and proper cooking; (iii) risk communication and community engagement using local channels to disseminate messages about the risks associated with COVID-19 and other disease outbreaks and applying innovative digital solutions such as mobile apps for sending out messages; (iv) production and dissemination of communication materials (including

in digital form) and national and local campaigns to raise awareness; and (v) enhancement of data analytics capability to improve targeting and measure effectiveness;

- (b) provision of clinical care through, (i) establishment of isolation capacity at a selected number of national and district hospitals including the rehabilitation of existing structures and leveraging of isolation units established for other infectious diseases; (ii) providing health personnel with appropriate protective equipment and hygiene materials; (iii) support for provision of medical and laboratory equipment and supplies, waste management equipment and supplies and video conferencing equipment for tele-medicine; (iv) minor civil works (mainly refurbishments); and (v) Operating Costs, including recruitment of additional clinical personnel.

Part 3: Implementation Management and Monitoring and Evaluation

Financing and support for:

- (a) Project management including (i) strengthening of public structures for the coordination and management of the Project, including central and local (decentralized) arrangements for the coordination of Project activities (this will include support for the COVID-19 Incident Management System Coordination Structure); (ii) the carrying out of financial management and procurement requirements of the Project; (iii) Project coordination activities; and (iv) Operating Costs; and
- (b) monitoring and evaluation of the Project including, (i) assessment of implementation progress and review of operational plans; and (ii) technical assistance.

Part 4: Contingency Emergency Response Component (CERC)

Providing immediate response to an Eligible Emergency, as needed.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. **Ministry of Health (MoH).** The Recipient shall designate the MoH with overall oversight, responsibility for providing policy and strategic advice for the Project.
2. **Coronavirus National Taskforce**
 - (a) The Recipient shall maintain, at all times during the implementation of the Project, the Coronavirus National Taskforce (the “Taskforce”), with composition, powers, functions, facilities and other resources satisfactory to the Association.
 - (b) The Taskforce shall coordinate the national response and provide strategic guidance during Project implementation. The Taskforce shall be assisted by an expert advisory team and the COVID-19 Command Post.
3. **COVID-19 Command Post**
 - (a) The Recipient shall maintain, at all times during the implementation of the Project, the COVID-19 Command Post (the “Command Post”), with composition, powers, functions, facilities and other resources satisfactory to the Association.
 - (b) The Command Post shall report to the Taskforce with respect to overall workplan implementation status, results framework update, procurement plan status, risk management plan and escalate implementation bottlenecks for prompt decision and recommendation of remedial actions by the Taskforce.
 - (c) The planning cell of the Command Post shall also (i) review the Project Reports which shall be approved by the Command Post coordinator, (ii) approve the work plan and budget for the Project, and (iii) monitor performance and budget execution.
4. **Rwanda Biomedical Center**
 - (a) The Recipient shall maintain throughout Project implementation the Rwanda Biomedical Center Single Project Implementation Unit (“RBC-SPIU”), with adequate resources and facilitation, key staff holding such qualifications and under terms of reference acceptable to the Association,

such staff to include a designated project focal point, a procurement specialist, financial management specialist or accountant, social risks management specialist and an environmental risks management specialist and any other technical and fiduciary specialists as may be agreed with the Association in the future and as further detailed in the Project Implementation Manual (“PIM”).

- (b) The RBC-SPIU shall be responsible for, (i) overall Project management, (ii) financial management under the Project, including flow of funds to different stakeholders, (iii) procurement of goods, medical and laboratory equipment and supplies, (iv) securing consultant services, (v) oversight of social and environmental risks management and, (vi) perform such other functions as may be further detailed in the PIM.

B. Implementation Covenants

1. Project Implementation Manual (PIM)

- (a) The Recipient shall;
 - (i) no later than thirty (30) days after the Effective Date, prepare a project implementation manual containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (A) administration and coordination, (B) monitoring and evaluation, (C) financial management, procurement and accounting procedures, (D) environmental and social risks management, (E) corruption and fraud mitigation measures, (F) a grievance redress mechanism, (G) updating personal data collection and processing in the Ministry of Health’s Standard Operating Procedures for Management of Routine Health Information at Referral/Provincial and District Hospitals (Public and Privates) in accordance with good international practice, (H) roles and responsibilities for Project implementation, and (I) such other arrangements and procedures as shall be required for the effective implementation of the Project;
 - (ii) furnish to and exchange views with the Association on such manual promptly upon its preparation, and consequently adopt such manual as shall have been approved in writing by the Association (Project Implementation Manual or PIM); and
 - (iii) thereafter implement the Project in accordance with the requirements set forth in the PIM.

- (b) The PIM shall not be amended, abrogated or any provision thereof waived unless the Association has provided its prior written 'no-objection'.
- (c) In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

2. **Work Plans and Budget**

- (a) The Recipient shall no later than thirty (30) days after the Effective Date:
 - (i) prepare and furnish to the Association a proposed work plan and budget for Project implementation setting forth (A) a detailed description of the planned activities, including any proposed conferences and Training, under the Project for the period covered by the plan; (B) the sources and proposed use of funds therefor; (C) procurement and environmental and social risks management arrangements therefor, as applicable and; (D) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity; (ii) taking into account the Association's comments, finalize the plan and furnish it to Association for its approval; and (iii) adopt the plan as shall have been approved by the Association (Work Plan and Budget or WPB).
- 2. The Recipient shall ensure that the Project is implemented in accordance with the WPB.
- 3. The Recipient shall not make or allow to be made any change to the WPB without prior agreement in writing by the Association.
- 4. In the event of any conflict between the WPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. **Contingent Emergency Response**

- 1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Emergency Response Part"), the Recipient shall:
 - (a) prepare and furnish to the Association for its review and approval, a Contingency Emergency Response Manual ("CER Manual") which shall set forth detailed implementation arrangements for the Emergency Response Part, including: (i) any additional institutional structures or arrangements for coordinating and implementing the Emergency Response Part; (ii) specific activities which may be included in the Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion;

- (iii) financial management arrangements for the Emergency Response Part; (iv) procurement methods and procedures for the Emergency Response Part; (v) documentation required for withdrawals of Emergency Expenditures; (vi) environmental and social risks management arrangements and instruments the Emergency Response Part; and (vii) any other arrangements necessary to ensure proper coordination and implementation of the Emergency Response Part;
 - (b) afford the Association a reasonable opportunity to review the proposed CER Manual;
 - (c) promptly adopt the CER Manual for the Emergency Response Part as accepted by the Association and integrate it as an annex to the Project Implementation Manual;
 - (d) ensure that the Emergency Response Part is carried out in accordance with the CER Manual; provided, however, that in the event of any inconsistency between the provisions of the CER Manual and this Agreement, the provisions of this Agreement shall prevail; and
 - (e) not amend, suspend, abrogate, repeal or waive any provision of the CER Manual without the prior written approval by the Association.
2. The Recipient shall, throughout the implementation of the Emergency Response Part, maintain the institutional structures and arrangements established in accordance with the CER Manual, with adequate staff and resources satisfactory to the Association.
3. The Recipient shall undertake no activities under the Emergency Response Part unless and until the following conditions have been met in respect of said activities:
- (a) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include said activities in the Emergency Response Part in order to respond to said Eligible Crisis or Emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (b) the Recipient has ensured the preparation and disclosure of all environmental and social instruments as may be required for said activities in accordance with the CER Manual, the Association has approved all said instruments, and the Recipient has ensured the implementation of any actions which are required to be taken under said instruments.

D. Environmental and Social Standards

1. The Recipient shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Recipient shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Recipient shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.

5. The Recipient shall ensure that an accessible grievance mechanism is established, publicized, maintained and operated, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Recipient shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

| Category | Amount of the Credit (expressed in Euro) | Percentage of Expenditures to be Financed (inclusive of Taxes) |
|---|---|---|
| (1) Goods, works, non-consulting services, consulting services, Operating | 13,100,000 | 100% |

| | | |
|--|---|-------------------|
| Costs and Training for the Project | | |
| (2) Emergency Expenditures under Part 4 of the Project | 0 | |
| TOTAL AMOUNT | | 13,100,000 |

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for:

- (a) payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed Seven Million Eight Hundred Sixty Thousand Euro (€ 7,860,000) may be made for payments made prior to this date but on or after January 1, 2020, for Eligible Expenditures under Category (1); or
- (b) for Emergency Expenditures under Category (2), unless and until the Association is satisfied, and notified the Recipient of its satisfaction, that all of the following conditions have been met in respect of said expenditures:
 - (i) the Recipient has determined that an Eligible Crisis or Emergency has occurred, has furnished to the Association a request to include the proposed activities in the Emergency Response Part in order to respond to said crisis or emergency, and the Association has agreed with such determination, accepted said request and notified the Recipient thereof;
 - (ii) the Recipient has ensured that all environmental and social instruments required for said activities have been prepared and disclosed, and the Recipient has ensured that any actions which are required to be taken under said instruments have been implemented, all in accordance with the provisions of Section I.D of this Schedule;
 - (iii) the entities in charge of coordinating and implementing the Emergency Response Part have adequate staff and resources, in accordance with the provisions of Section I.C.2 of this Schedule, for the purposes of said activities; and

- (iv) the Recipient has adopted the CER Manual, in form and substance acceptable to the Association, and the provisions of the CER Manual remain or have been updated in accordance with the provisions of Section I.C of this Schedule so as to be appropriate for the inclusion and implementation of the Emergency Response Part.

2. The Closing Date is June 30, 2022.

SCHEDULE 3

Repayment Schedule

| Date Payment Due | Principal Amount of the Credit repayable (expressed as a percentage)* |
|--|--|
| On each January 15 and July 15, commencing July 15, 2026 to and including January 15, 2058 | 1.5625% |

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, 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.
2. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
3. “Contingency Emergency Response Manual” and the acronym “CER Manual” means the manual referred to in Section I.C(1) of Schedule 2 to this Agreement, to be adopted by the Recipient for the Emergency Response Part and form part of the Project Implementation Manual in accordance with the provisions of said Section.
4. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
5. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
6. “Emergency Expenditure” means any of the eligible expenditures set forth in the CER Manual in accordance with the provisions of Section I.C, paragraph 1(a) of Schedule 2 to this Agreement, and required for the Emergency Response Part.
7. “Emergency Response Part” means a specific activity or activities to be carried out in the event of an Eligible Crisis or Emergency under Part 4 of the Project.
8. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated April 3, 2020, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
9. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”;

- (iv) “Environmental and Social Standard 4: Community Health and Safety”;
- (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”;
- (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”;
- (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”;
- (viii) “Environmental and Social Standard 8: Cultural Heritage”;
- (ix) “Environmental and Social Standard 9: Financial Intermediaries”;
- (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”;
- effective on October 1, 2018, as published by the Association.
10. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
11. “Ministry of Health” or “MoH” means the Recipient’s ministry responsible for health.
12. “MPA Program” means the multiphase programmatic approach program designed to assist countries in their efforts to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
13. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted personnel, including reasonable hazard/indemnity pay, but excluding salaries of officials of the Recipient’s civil service.
14. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
15. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.
16. “Project Implementing Entity” or “PIE” means the Rwanda Biomedical Center.

17. “Rwanda Biomedical Center” or “RBC” means the Rwanda Biomedical Center (RBC) established and operating pursuant to Law N° 013/2019 of 30/06/2019 governing Rwanda Biomedical Centre; or any successor thereto.
18. “RBC-SPIU” means the single project implementation unit established within the Rwanda Biomedical Center and referred to in Section I.A.2(a) of Schedule 2 to this Agreement.”
19. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
20. “Training” means the reasonable costs associated with training under the Project, based on the Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, including costs of training materials, space and equipment rental, travel, accommodation and per diem costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs.