



**CREDIT NUMBER IDA 7543-RW**

# **Project Agreement**

**(Rwanda Health Emergency Preparedness, Response and Resilience Project  
Using the Multiphase Programmatic Approach)**

**between**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**and**

**RWANDA BIOMEDICAL CENTRE**



**PROJECT AGREEMENT**

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and RWANDA BIOMEDICAL CENTRE (“Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between the Republic of Rwanda (“Recipient”) and the Association, concerning Credit No. IDA 7543-RW. The Association and the Project Implementing Entity hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to the Financing 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 Financing Agreement or the General Conditions.

**ARTICLE II — PROJECT**

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project and the MPA Program. To this end, the Project Implementing Entity shall carry out the Project in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for the Project.

**ARTICLE III — TERMINATION**

- 3.01. For purposes of Section 10.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty (20) years after the Signature Date.

**ARTICLE IV — REPRESENTATIVE; ADDRESSES**

- 4.01. The Project Implementing Entity’s Representative is director general.
- 4.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Association’s address is:

International Development Association  
1818 H Street, NW  
Washington, DC 20433  
United States of America; and

- (b) the Association’s Electronic Address is:

Telex:

Facsimile:

E-mail:

248423(MCI) or 1-202-477-6391 rwandainfo@worldbank.org

4.03. For purposes of Section 11.01 of the General Conditions:

(a) the Project Implementing Entity's address is:

KG 644 St, Kigali,  
Kimihurura |  
P.O. Box 7162 Kigali, Rwanda; and

(b) the Project Implementing Entity's Electronic Address is:

E-mail:  
info@rbc.gov.rw

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

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

**By**

*Sahr Kpundeh*

**Authorized Representative**

**Name:** Sahr Kpundeh

**Title:** Country Manager, World Bank, Rwanda

**Date:** 03-Jun-2024

**RWANDA BIOMEDICAL CENTRE**

**By**

*Claude Mambo Muvunyi*

**Authorized Representative**

**Name:** Claude Mambo Muvunyi

**Title:** Director General, Rwanda Biomedical Centre

**Date:** 18-Jun-2024

## **SCHEDULE**

### **Execution of the Project**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

###### **1. Single Project Implementation Unit – RBC**

- (a) The Project Implementing Entity shall be responsible for overall Project day-to-day management and implementation, including financial management, procurement, and environmental and social aspects as well as the monitoring and evaluation and technical aspects of the Project, as further detailed in the Project Implementation Manual. The Project Implementing Entity shall coordinate the technical implementation of the Project with the Rwanda Agriculture and Animal Resources Development Board (RAB), the Rwanda Development Board (RDB), the Rwanda Environment Management Authority (REMA) the Gender Monitoring Office (GMO) and the National Child Development Agency (NCDA).
- (b) The Project Implementing Entity shall have adequate resources and staffing, with qualifications and experience acceptable to the Association, to carry out its responsibilities under the Project, as further detailed in the Project Implementation Manual.
- (c) The Project Implementing Entity shall maintain the Single Project Implementation Unit (“RBC-SPIU”) throughout Project implementation, with a composition, resources and mandate satisfactory to the Association, all as further detailed in the Project Implementation Manual.

###### **2. One Health Multi-sectoral Coordination Mechanism**

The Project Implementing Entity shall coordinate with the One Health Multi-sectoral Coordination Mechanism to be maintained by the Recipient throughout Project implementation, which shall include inter-ministerial and inter-agency representatives from finance, health, agriculture, environment and other social and economic clusters institutions with terms of reference satisfactory to the Association, and shall be responsible for providing high-level oversight, steering and policy direction on the implementation of the Project, all as further detailed in the Project Implementation Manual.

###### **3. Regional Advisory Committee**

The Project Implementing Entity shall designate at all times during Project implementation representative(s) to participate in the Regional Advisory Committee, under terms of reference and with qualified and experienced members in adequate number, all satisfactory to the Association and as further set out in the Project Implementation Manual.

**B. Subsidiary Agreement**

1. To facilitate the carrying out of the Project, the Project Implementing Entity shall enter into a subsidiary agreement with the Recipient (“Subsidiary Agreement”) under terms and conditions approved by the Association, which shall include that the proceeds of the Financing so made available shall be provided in grant terms.
2. The Subsidiary Agreement shall include *inter alia*:
  - (a) the obligation of the Project Implementing Entity to carry out of the Project with due diligence and efficiency, in conformity with appropriate administrative, financial and technical practices, the Project Implementation Manual, Procurement Regulations, Anti-Corruption Guidelines and Environmental and Social Commitment Plan, and provide, or cause to be provided, promptly as needed, the facilities, services and other resources required for the Project;
  - (b) the right of the Recipient to 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 purpose of the Financing, including the right of the Recipient, as applicable, to suspend or terminate the Project Implementing Entity’s ability benefit from the proceeds of the Financing or to obtain a refund of all or any part of the amount of the financing then withdrawn, upon the Project Implementing Entity failure to perform any of the obligations under the Subsidiary Agreement;
  - (c) the obligation of the Project Implementing Entity to: (i) comply with record keeping, auditing and reporting requirements set forth in this Agreement (operations, resources and expenditure) for the Project; (ii) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association; and (iii) promptly furnish the statements as so audited to the Recipient and the Association;
  - (d) the obligation of the Project Implementing Entity to: (i) at the request of the Recipient or the Association, exchange views with the Recipient and the Association with regard to the progress of the Project and the performance of its obligations under the Subsidiary Agreement; (ii) enable the Recipient and the Association to inspect the Project Implementing Entity’s implementation of activities under the Project and any relevant records and documents; and (iii) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request; and
  - (e) the obligation of the Project Implementing Entity to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of the Project, or the performance of its obligations under the Subsidiary Agreement.

3. The Project Implementing Entity 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 Project Implementing Entity shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.
4. In the event of any conflict between the provisions of the Subsidiary Agreement and the provisions of the Financing Agreement, the provisions of the Financing Agreement shall prevail.

**C. Project Implementation Manual**

1. The Project Implementing Entity shall prepare and adopt an implementation manual acceptable to the Association (“Project Implementation Manual” or “PIM”), which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (ii) performance indicators of the Project; (iii) procurement arrangements; (iv) disbursement arrangements, reporting requirements, financial management procedures and audit procedures; (v) monitoring and evaluation; (vi) corruption and fraud prevention measures; (vii) roles and responsibilities of the RBC-SPIU and the One Health Multi-sectoral Coordination Mechanism in the implementation of the Project and coordination arrangements with RAB, RDB, REMA, GMO, NCDA; (viii) Personal Data collection and processing requirements in accordance with applicable national law and good international practice; (ix) environmental and social framework aspects, including a detailed description of the grievance redress mechanism process as well as any process for recording and reporting project-related accidents and incidents; (x) details on the composition and working arrangements of the Regional Advisory Committee; and (xi) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Project Implementing Entity shall exchange views with the Association on the PIM prior to its adoption, and thereafter ensure that the Project is carried out in accordance with the PIM.
3. The Project Implementing Entity shall ensure that the Project is carried out in accordance with the PIM; provided, however, that in case of any conflict between the provisions of the PIM and the provisions of the Financing Agreement, the provisions of the Financing Agreement shall prevail. Except as the Association shall otherwise agree, the Recipient shall not amend, abrogate or waive any provision of the PIM.

**D. Annual Work Plan and Budget**

1. The Project Implementing Entity, prepare and furnish to the Association not later than March 31 of each Fiscal Year during the implementation of the Project, a consolidated work plan and budget containing *inter alia*: (i) all activities proposed to be implemented under the Project during the following Fiscal Year; (ii) a proposed financing plan for expenditures required for such activities, setting forth the proposed amounts and sources of financing therefor and disbursement schedule; and (iii) the training plan for such period.

2. The Project Implementing Entity, ensure that in preparing any training plan proposed for inclusion in an annual work plan and budget it shall identify in the training plan: (i) the objective and content of the Training envisaged; (ii) the selection method of the institutions or individuals conducting such Training, and said institutions if already known; (iii) the expected duration and an estimate of the cost of said Training; and (iv) the selection method of the personnel who will attend the Training, and number and names of such personnel if already known.
3. The Project Implementing Entity shall afford the Association a reasonable opportunity to exchange views with the Recipient on each such proposed annual work plan and budget and shall thereafter ensure that the Project is implemented with due diligence during said following Fiscal Year in accordance with such work plan and budget as shall have been approved by the Association (“Annual Work Plan and Budget”).
4. The Project Implementing Entity shall not make or allow to be made any changes to the approved Annual Work Plan and Budget without prior approval in writing by the Association.
5. Without limitation on the provisions of this Section, the Project Implementing Entity shall prepare and furnish to the Association the first proposed Annual Work Plan and Budget required under the Project not later than one month after the Effective Date.

**E. Environmental and Social Standards**

1. The Project Implementing Entity 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 Project Implementing Entity 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 Project Implementing Entity shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and 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. Without limitation upon the provisions of paragraph 2 above, if sixty (60) days prior to the Closing Date, the Association determines that there are measures and actions specified in the ESCP which will not be completed by the Closing Date, the Project Implementing



Entity shall: (a) not later than thirty (30) days before the Closing Date, prepare and present to the Association, an action plan satisfactory to the Association on the outstanding measures and actions, including a timetable and budget allocation for such measures and actions (which action plan shall be deemed to be considered an amendment of the ESCP); and (b) thereafter, carry out said action plan in accordance with its terms and in a manner acceptable to the Association.

4. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
5. The Project Implementing Entity 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.
6. The Project Implementing Entity shall establish, publicize, maintain and operate an accessible grievance mechanism, 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.
7. The Project Implementing Entity 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.

#### **F. Contingent Emergency Response**

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project (“Contingent Emergency Response Part”), the Project Implementing Entity shall ensure that:

- (a) a manual (“CERC Manual”) is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor (“Emergency Expenditures”), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
  - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
  - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
  - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Project Implementing Entity shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent Emergency Response Part, with adequate staff and resources satisfactory to Association.
3. The Project Implementing Entity shall ensure that:
  - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
  - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

## **Section II. Project Monitoring, Reporting and Evaluation**

### **A. Project Reports**

1. The Project Implementing Entity shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 (b) of the General Conditions and on the basis of the indicators acceptable to the Association. Each such Project Report shall cover the period of one calendar semester and shall be furnished to the Recipient not later than two weeks after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Association of the overall Project Report. 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 I of the Financing Agreement, the Project Implementing Entity shall ensure that such information, report or document does not include Personal Data.
2. The Project Implementing Entity shall provide to the Recipient not later than six (6) months after the Closing Date, for incorporation in the report referred to in Section 5.08 (c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.