
GAFSP GRANT NUMBER TF-C3231

Project Agreement

(Second Sustainable Agricultural Intensification and Food Security Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
(Acting as Trustee of the Trust Fund for the Global Agriculture and Food Security
Program)

and

**RWANDA AGRICULTURE AND ANIMAL RESOURCES
DEVELOPMENT BOARD**

GAFSP GRANT NUMBER TF-C3231

PROJECT AGREEMENT

AGREEMENT between the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and the RWANDA AGRICULTURE AND ANIMAL RESOURCES DEVELOPMENT BOARD (“Project Implementing Entity”) (“Project Agreement”) in connection with the Grant Agreement (“Grant Agreement”) of the Signature Date between the Republic of Rwanda (“Recipient”) and the Bank, concerning Grant No. TF-C3231. The Bank and the Project Implementing Entity hereby agree as follows:

ARTICLE I — STANDARD CONDITIONS; DEFINITIONS

- 1.01. The Standard Conditions (as defined in the Appendix to the Grant 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 Grant Agreement or the Standard Conditions.

ARTICLE II — PROJECT

- 2.01. The Project Implementing Entity declares its commitment to the objectives of the Project. To this end, the Project Implementing Entity shall carry out the Project in accordance with the provisions of the provisions of Article II of the Standard 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 — REPRESENTATIVE; ADDRESSES

- 3.01. The Project Implementing Entity’s Representative is its Director General.
- 3.02. For purposes of Section 7.01 of the Standard Conditions:
 - (a) the Association’s address is:
International Bank for Reconstruction and Development
1818 H Street, NW
Washington, DC 20433
United States of America; and
 - (b) the Bank’s Electronic Address is:
Telex: Facsimile:
248423(MCI) or 1-202-477-6391
- 3.03. For purposes of Section 7.01 of the Standard Conditions:

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

P. O Box 5016
Huye District,
Rubona
Rwanda

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

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT

acting as acting as Trustee for the Trust Fund for the
Global Agriculture and Food Security Program

By

Sahr Kpundeh

Authorized Representative

Name: Sahr Kpundeh

Title: Country Manager, World Bank, Rwanda

Date: 07-Dec-2023

RWANDA AGRICULTURE AND ANIMAL
RESOURCES DEVELOPMENT BOARD¹

By

Dr. Telesphore NDABAMENYE

Authorized Representatives

Name: Dr. Telesphore NDABAMENYE

Title: DIRECTOR GENERAL

Date: 07-Dec-2023

SCHEDULE

Execution of the Project

Section I. Implementation Arrangements

A. **Project Implementation Manual (PIM)**

1. The Project Implementing Entity shall carry out the Project in accordance with the Project Implementation Manual, satisfactory to the Bank. Said Project Implementation Manual, consisting of: (i) a manual providing details of arrangements and procedures for the implementation of the Project, including: (A) capacity building activities for sustained achievement of the Project's objective; (B) procurement, financial management (including audit) and disbursement arrangements; (C) institutional administration, coordination and day-to-day execution of Project activities; (D) monitoring, evaluation, reporting, information, education and communication arrangements of Project activities; and (E) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for the Project; (ii) detailed policies and procedures for Matching Grants; (iii) the modalities for handling personal data (*i.e.*, updating personal data collection and processing) in accordance with good international practice.
2. The Project Implementing Entity shall afford the Bank a reasonable opportunity to exchange views with the Recipient on said Project implementation manual, and thereafter, shall adopt such Project implementation manual, as shall have been approved by the Bank ("Project Implementation Manual").
3. The Project Implementing Entity shall ensure that the Project is carried out in accordance with the Project Implementation Manual; provided, however, that in case of any conflict between the provisions of the Project Implementation Manual, on the one hand, and those of this Agreement, on the other, the provisions of this Agreement shall prevail.
4. The Project Implementing Entity shall not amend or waive any provisions of the Project Implementation Manual without the prior written agreement of the Bank.

B. **Matching Grants for Sub-projects**

1. For purposes of the implementation of Parts 1.2(ii) (iii)(v), 2.1(ii) and 3.2 of the Project, the Project Implementing Entity shall make matching grants ("Matching Grants") for Sub-projects to beneficiaries ("Matching Grants Beneficiaries") in accordance with eligibility criteria and procedures set forth in the manual for Matching Grants ("Matching Grants Manual") annexed to the PIM and acceptable to the Bank which shall include the following:

- (a) (i) prior to the implementation of any activity under Parts 1.2(ii) (iii)(v), 2.1(ii) and 3.2 prepare and adopt the Matching Grants Manual in a manner acceptable to the Bank; (ii) immediately thereafter, carry out Parts 1.2(ii), (iii) (v), 2.1(ii) and 3.2 of the Project in accordance with the requirements set forth in the Matching Grants Manual, including eligibility criteria, selection procedures and implementation condition; and (iii) not assign, amend, abrogate or waive any provision of the Matching Grants Manual without prior written approval of the Bank. In case of any conflict between the terms of the Matching Grants Manual and those of this Agreement, the terms of this Agreement shall prevail; and
- (b) upon selection of a Sub-project pursuant to the criteria and procedures established in the Matching Grants Manual, enter into a standard agreement with each Matching Grants Beneficiary, under terms and conditions acceptable to the Bank, (the Matching Grants Agreement), including, *inter alia*:
 - (i) the amount to be provided in the form of a Matching Grant to each Matching Grants Beneficiary under a Matching Grants Agreement, its terms and conditions and a disbursement schedule;
 - (ii) an amount of co-financing provided by each Matching Grant Beneficiary and/or evaluation of in-kind contribution to the Sub-project, as defined in the Matching Grants Manual;
 - (iii) the obligation of each Matching Grants Beneficiary to carry out the Sub-project in compliance with the Anti-Corruption Guidelines applicable to recipients of grants proceeds other than the Recipient;
 - (iv) the obligation of each Matching Grants Beneficiary to carry out each Sub-project in compliance with the Environmental and Social Standards and to implement said Sub-project in accordance with the ESCP;
 - (v) the obligation of each Matching Grants Beneficiary to report to the Project Implementing Entity on the progress of the implementation of the activity co-financed with the Matching Grants and to enable the Project Implementing Entity, the Recipient and the Bank, if the Bank shall so request, to visit the facilities where the Sub-projects are implemented and administered;
 - (vi) the obligation of each Matching Grants Beneficiary to maintain records and accounts for expenditures incurred and financed with the Matching Grants, and make available such documentation to

the Project Implementing Entity, the Recipient and the Bank, if the Bank shall so request; and

- (vii) the right of Project Implementing Entity to suspend, cancel or request a refund of the Matching Grant or a portion thereof in case of the failure of the Matching Grants Beneficiary to perform any of its obligations under the Matching Grants Agreement.

- 2. The Project Implementing Entity shall exercise its rights and carry out its obligations under each Matching Grants Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive any Matching Grants Agreement or any of its provisions.

C. Service Agreement

- 1. To facilitate the carrying out of Part 4.3 of the Project, the Project Implementing Entity shall enter into a service agreement (“Service Agreement”) with a provider (“Service Provider”) selected on the basis of terms of reference, qualifications and experience satisfactory to the Bank.
- 2. The Project Implementing Entity shall obtain rights adequate to protect the interests of the Recipient and the Bank, including the right to require the Service Provider to:
 - (a) carry out its activities under its Part of the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Bank, including, without limitation to the generality of the foregoing, in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Grant proceeds other than the Recipient, the Project Implementation Manual, and the Environmental and Social Standards.
 - (b) maintain policies and procedures, adequate to enable the Service Provider to monitor and evaluate in accordance with indicators acceptable to the Bank, the progress of the activities carried out under its Part of the Project and the achievement of its objectives.
 - (c) (A) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the activities carried out by the Service Provider under its Part of the Project; and (B) at the Bank’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Bank, in accordance with

consistently applied auditing standards acceptable to the Bank, and furnish promptly to the Recipient and the Bank the financial statements as so audited.

- (d) enable the Recipient and the Bank to inspect the activities carried out by the Service Provider under its Part of the Project, their operation and any relevant records and documents; and prepare and furnish to the Recipient and the Bank all such information as the Recipient or the World shall reasonably request relating to the foregoing; and
 - (e) refund any or all part of the amount of the Grant then withdrawn, upon the Project Implementing Entity's determination that such Service Provider has failed to perform any of the Service Provider's obligations under the Service Agreement.
3. The Project Implementing Entity shall ensure that the rights of the Recipient are exercised, and its obligations carried out under the Service Agreement in such manner as to protect the interests of the Recipient and the Bank and to accomplish the purposes of the Grant. Except as the Bank shall otherwise agree, the Implementing Entity shall not assign, amend, abrogate or waive any of the Service Agreement or any provisions therein.

D. 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 Bank.
- 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 Bank. 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, 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 Bank 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 Project Implementing Entity shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, 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 Bank, 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 Bank 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 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 Bank.
6. 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.

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 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the Bank. 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 Bank of the overall Project Report.

2. The Project Implementing Entity shall provide to the Recipient not later than one month after the Closing Date, for incorporation in the report referred to in Section 2.06(b) of the Standard Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.