
**CREDIT NUMBER 6789-RW
GRANT NUMBER D737-RW
GEF GRANT NUMBER TF0B3927
SCF-PPCR LOAN NUMBER TF0B3896**

Project Agreement

(Second Rwanda Urban Development Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

RWANDA ENVIRONMENT MANAGEMENT AUTHORITY

PROJECT AGREEMENT

AGREEMENT between the INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and the RWANDA ENVIRONMENT MANAGEMENT AUTHORITY (“REMA” or “Project Implementing Entity”) (“Project Agreement”) in connection with the Financing Agreement (“Financing Agreement”), the GEF Grant Agreement (“GEF Grant Agreement”) of the Signature Date between the Republic of Rwanda (the “Recipient) and the Association, concerning Credit No. 6789-RW, Grant No. D737-RW and GEF Grant No. TF0B3927 and the SCF-PPCR Loan Agreement (“SCF-PPCR Loan Agreement”) of the Signature Date between the Recipient and the International Bank For Reconstruction and Development concerning Loan No. TF0B3896. 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, the GEF Grant Agreement, the SCF-PPCR Loan Agreement or the General 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 Parts 1(b) and 3(b)(iv) of (REMA’s Respective Part) 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 its Respective Part of 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 its 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:

Rwanda Environment Management Authority (REMA)
Inyota House
KG 7 AVE
P.O. Box 7436
Kigali, Rwanda; and

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

Telephone:	E-mail:
+250738503663	info@rema.gov.rw

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Rolande Pryce

Authorized Representative

Name: _____ Rolande Pryce

Title: _____ Country Manager

Date: _____ 06-Nov-2020

**RWANDA ENVIRONMENT MANAGEMENT
AUTHORITY**

By

Juliet KABERA

Authorized Representative

Name: _____ Juliet KABERA

Title: _____ Director General

Date: _____ 18-Nov-2020

SCHEDULE

Execution of the Project Implementing Entity's Respective Part of the Project

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. REMA Single Project Implementation Unit

- (a) REMA shall maintain, throughout Project implementation, the REMA Single Project Implementation Unit (REMA-SPIU) with adequate resources and facilitation and composed of key staff, with qualifications, experience and under terms of reference acceptable to the Association, including: (i) a Project coordinator; (ii) monitoring and evaluation specialist; (iii) financial management specialist; (iv) procurement specialist; (v) hydrology engineer; (vi) ecology specialist; (vii) an environmental and social risks management specialist; and (viii) such other technical and fiduciary specialists, personnel or consultants as may be agreed with the Association and detailed in the Project Implementation Manual ("PIM").
- (b) The REMA-SPIU shall be responsible *inter alia* for implementation part 1(b) and 3(b)(iv) of the Project, including: (i) wetland management, rehabilitation and health monitoring; (ii) technical assistance for a high-resolution DTM; and (iii) promoting advocacy, knowledge exchange and partnerships, in close coordination with CoK and with technical advisory support from RWB and technical and procurement support from the Rwanda Land Management and Use Authority (RLMUA).

2. Memoranda of Understanding

(a) REMA – RLMUA MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, REMA shall within thirty (30) days after the Effective Date of the Financing Agreement execute a Memorandum of Understanding with RLMUA for the execution of the LiDAR survey under part 1(b) of the Project (the "REMA-RLMUA MoU").
- (ii) The REMA-RLMUA MoU shall *inter alia* provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RLMUA.

(b) REMA – RWB MoU

- (i) In order to facilitate the implementation of part 1(b) of the Project, REMA shall within thirty (30) days after the Effective Date of the Financing

Agreement execute a Memorandum of Understanding with RWB for the provision by RWB of technical and advisory support to REMA on wetland restoration and rehabilitation and health monitoring under part 1(b) of the Project (the “REMA-RWB MoU”).

- (ii) The REMA-RLMUA MoU shall inter alia provide for: (A) the roles and responsibilities of each party to the MoU; and (B) financial management, procurement and monitoring arrangements for the activities to be conducted by RWB.

3. **REMA Subsidiary Agreement**

To facilitate the carrying out of the Project Implementing Entity’s Respective Part of the Project, the Project Implementing Entity shall enter into a subsidiary agreement (“REMA Subsidiary Agreement”) with the Recipient, under terms and conditions approved by the Association, and further set out in Section I.B. of Schedule 2 of the Financing Agreement.

4. **Project Implementation Manual**

REMA shall carry out its Respective Part of the Project in accordance with the arrangements and procedures set out in the PIM, provided that: (a) if there is a conflict between the provisions set out in the PIM and the provisions of this Agreement, this Agreement shall prevail; and (b) the PIM shall not be amended, abrogated or any provision thereof waived unless the Association has provided its prior written ‘no-objection’.

B. 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, 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 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.
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 Association.
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 its Respective Part of the Project and prepare Project Reports for its Respective Part of the Project 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 quarter, and shall be furnished to the Recipient not later than twenty one (21) days 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.

2. The Project Implementing Entity shall provide to the Recipient not later than three (3) months, 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.