
**GRANT NUMBER D867-RW
CREDIT NUMBER 6404-RW
GRANT NUMBER D456-RW**

Project Agreement

(Socio-Economic Inclusion of Refugees and Host Communities in Rwanda Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

RWANDA TRANSPORT DEVELOPMENT AGENCY

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and RWANDA TRANSPORT DEVELOPMENT AGENCY (“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. 6404-RW and Grant No. D456-RW (as amended). 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. To this end, the Project Implementing Entity shall carry out Part 1.B (a) 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:
248423(MCI) or	1-202-477-6391

- 4.03. For purposes of Section 11.01 of the General Conditions: (a) the Project Implementing Entity's address is:

Rwanda Transport Development Agency
KG 563 St., Queen's Land House, Second Floor
Kacyiru
P.O. Box 6674, Kigali
Rwanda

and

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

E-mail:

info@rtda.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: 08-Jul-2021

RWANDA TRANSPORT DEVELOPMENT AGENCY

By

Imena MUNYAMPENDA

Authorized Representative

Name: Imena MUNYAMPENDA

Title: Director General

Date: 12-Jul-2021

SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements.

RTDA-SPIU

1. RTDA shall : (a) maintain, within RTDA, the Single Project Implementation Unit (RTDA-SPIU) throughout Project implementation, with a coordinator, procurement specialist, financial specialist, environmental specialist, social safeguard specialist, contract management specialist, project accountant, and other technical specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the RTDA-SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.
2. RTDA-SPIU shall be responsible for day-to-day management and implementation of Part 1.B(a) of the Project, including all transport infrastructure construction, financial management, procurement, safeguards, supervision, and monitoring and evaluation.

B. RTDA 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 with the Recipient, under terms and conditions approved by the Association, and further set out in Section I.G. of Schedule 2 of the Financing Agreement.

C. Safeguards.

1. RTDA shall ensure that the Project is carried out with due regard to appropriate health, safety, social, dam safety and environmental practices and standards, and in accordance with the Safeguards Instruments, and shall ensure or cause to be ensured that no provision of the Safeguard Instruments is amended, suspended, abrogated, repealed or waived without the prior written approval of the Association.
2. RTDA 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 the Safeguard Instruments; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
3. RTDA shall ensure that the following actions are taken in a manner acceptable to the Association:

- (a) Project activities shall be screened in accordance with the ESMF and RPF to determine if any ESMP, ESIA (Environmental and Social Impact Assessment) or RAP is needed;
 - (b) for each activity under the Project for which the ESMF and the RPF provide for the preparation of an ESIA, and/or an ESMP, and a RAP:
 - (i) proceed to have such ESIA, and/or ESMP and RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF, the RPF and the SEP (Stakeholder Engagement Plan), respectively; (B) consulted upon adequately with people affected by the Project as per the SEP and the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
 - (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, and/or ESMP and RAP in a manner satisfactory to the Association;
 - (c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
 - (i) adequate funds are made available to cover all the costs of implementing the RAPs; and
 - (ii) no works under the Project shall be commenced until: (A) all measures required to be taken under said RAP prior to the initiation of said works shall have been taken, including but not limited Project affected persons being compensated at full replacement cost, resettled and provided with assistance in accordance with the RPF and resettlement action plan(s); (B) the Recipient has prepared and furnished to the Association a report in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP and detailing that the implementation, monitoring and evaluation of such resettlement action plan is completed and reported in a manner satisfactory to the Association; and (C) the Association has confirmed that said works may be commenced.
4. Without limitation to the excluded expenditures provision set forth in the ESMF and/or RPF, the following activities shall not be eligible to be included in or funded under the Project:
- (a) activities involving the use of pesticides;
 - (b) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;

- (c) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
 - (d) activities involving the financing the rehabilitation or construction of Large Dams;
 - (e) activities involving or located in an international waterway, including underground water;
 - (f) activities involving nuclear reactors and parts thereof and fuel elements (cartridges), non-irradiated, for nuclear reactors; and
 - (g) goods intended for a military or paramilitary purpose.
5. RTDA shall establish and, thereafter, maintain, throughout Project implementation, and publicize the availability of a grievance and feedback mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
6. RTDA shall ensure that any construction or rehabilitation of Small Dams shall be reviewed by qualified engineers, acceptable to the Association, and in accordance with the ESMF.
7. RTDA shall ensure that any pertinent Project service providers, at all times throughout the period of Project implementation, to:
- (a) take all measures necessary on its part to collect, compile, and furnish to the Association through Project Reports, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESMF and RPF and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, among other things: (i) the status of implementation of the ESMF/RPF; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESMF/RPF; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;
 - (b) promptly notify the Association of any incident or accident related to or having an impact on the Project, including but not limited to any Project-related allegation of gender-based violence or alleged violation of Project-related labor and working conditions, which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESMF/RPF, and the instruments referenced therein.

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 (1) calendar quarter, and shall be furnished to the Recipient not later than two (2) 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.

2. The Project Implementing Entity shall provide to the Recipient within two (2) weeks after the end of each calendar quarter, 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.