
CREDIT NUMBER 7000-RW

Project Agreement

(Digital Acceleration Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

RWANDA INFORMATION SOCIETY AUTHORITY

PROJECT AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and RWANDA INFORMATION SOCIETY AUTHORITY (“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. 7000-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. To this end, the Project Implementing Entity shall carry out Parts 1.1(a),(c),(d), 2, 3.1 (a) (b) (c) (d)(i), 3.2 and 4.1 of the Project of the Project (its Respective Part of 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 Chief Executive Officer.
- 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:

Telecom House, 8 KG 7 Ave
Kacyiru, Kigali
Boulevard de l'Umuganda
P O Box 6603 Kigali- Rwanda; and

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

E-mail:
info@risa.gov.rw

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Rolande Pryce

Authorized Representative

Rolande Pryce

Name: _____

Country Manager

Title: _____

07-Dec-2021

Date: _____

RWANDA INFORMATION SOCIETY AUTHORITY

By

Authorized Representative

Mr. Innocent Bagamba Muhizi

Name: _____

Chief Executive Officer

Title: _____

08-Dec-2021

Date: _____

SCHEDULE

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

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. The Project Implementing Entity shall be responsible for implementation of its Respective Part of the Project in accordance with the provisions of this Agreement.
2. The Project Implementing Entity shall, within one (1) month of Effective Date, establish and maintain throughout Project implementation, a Single Project Implementing Unit (SPIU). The SPIU shall have adequate resources, including key staff with qualifications, experience and terms of reference acceptable to the Association. The SPIU shall be headed by Coordinator and include the following key staff: (a) Financial Management expert; (b) Procurement expert; (c) Procurement Officer; (d) Contract Management/Legal expert; (e) Environmental expert; (f) Social expert; (g) Monitoring and Evaluation expert; (h) Digital Infrastructure and Broadband Access expert; (i) Digital Platforms and Interoperability expert; (j) Digital ID and Trust Services expert; (k) Digital Innovation Eco-system expert; (l) Digital Skills Technical expert; (m) Cyber Security Technical expert; (n) Technical Advisor; and (o) Executive Assistant.

B. Performance-Based Grants (PFB Grant) under Parts 3.1 (b) and 3.2 (b) and PhD Scholarships under Part 3.2(c) of the Project

1. *General*

RISA shall administer PFB Grants and PhD Scholarships under Parts 3.1 (b), 3.2 (b) and 3.2 (c) of the Project that shall be awarded to PFB Beneficiaries and PhD Scholars on a competitive basis, against verified results, in accordance with procedures set forth in this Part 3 below and referred to in more detail in the RISA PIM.

2. *Eligibility Criteria for PFB Grants*

No proposed PFB Beneficiaries or PhD Scholars shall be eligible for financing under any of Part 3.1 (b), 3.2 (b) or 3.2 (c) of the Project unless, on the basis of an appraisal conducted in accordance with guidelines described in the RISA PIM, the Recipient through RISA shall have determined that the proposed PFB Beneficiaries and PhD Scholars satisfies the eligibility criteria listed in the RISA PIM.

3. *Terms and Conditions of PFB Grants and PhD Scholarships*

PFB Grants and PhD Scholarships shall be made available respectively pursuant to a PFB Grant Agreement and PhD Scholarship Agreement to be concluded between RISA and a PFB Beneficiaries and PhD Scholars (as applicable) under terms and conditions detailed in the RISA PIM, which shall include the following provisions:

- (a) the modalities for PFB and PhD Scholarship transfer of funds, including amount

- and periodic intervals of transfer of funds as well as verification procedures;
- (b) confirmation that payments shall be made on a non-reimbursable grant basis;
 - (c) provisions for PFB Grants to the effect that:
 - (i) the PFB Beneficiary's right to the proceeds of the PFB Grant may be suspended or terminated and/or the PFB Beneficiary may be required to refund all or any part of the amount already paid, upon the PFB Beneficiary's failure to perform any of its obligations under the relevant PFB Grant Agreement; and
 - (ii) each PFB Beneficiary shall:
 - (A) implement their business plan with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines and the Environmental and Social Standards, as applicable;
 - (B) procure the goods, works and services to be financed out of the proceeds of the PFB Grant in accordance with the provisions of this Agreement;
 - (C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the business plan and the achievement of its objectives;
 - (D) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the PFB Grant; and (2) at the Association's or the Recipient's/RISA'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 promptly furnish the statements as so audited to Recipient and the Association;
 - (E) enable the Recipient, RISA and/or the Association to inspect the implementation of the PFB Grant, its operation and any relevant records and documents; and
 - (F) prepare and furnish to the Recipient through RISA, and the Association, all such information as the Recipient or the Association shall reasonably request relating to the foregoing; and

- (d) provisions for PhD Scholarships to the effect that:
 - (i) the description of the research to be undertaken, including outputs and performance targets to be achieved and the arrangements for monitoring, evaluating and implementation of the PhD proposal;
 - (ii) the obligation of the PhD Scholar to maintain adequate records to reflect, in accordance with sound accounting practices, the expenditures relating to the PhD program they are enrolled in;
 - (iii) the right of the Recipient, to: (A) inspect by itself, or jointly with the Association, if the Association shall so request, any relevant records and documents; and (B) suspend or terminate the right of the Beneficiary to use the proceeds of the PhD Scholarship upon failure by said PhD Scholar to perform any of its obligations under the PhD program they are enrolled in.

4. RISA shall exercise its rights and carry out its obligations under each PFB Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project, and, except as the Association shall otherwise agree, RISA shall not assign, amend, abrogate or waive any PFB Grant Agreement, or any provision thereof.

5. *Internal Verification*

No payments shall be made: (i) under Part 3.1 (b) or 3.2 (b) of the Project unless and until an internal verification has been carried out against the results achieved under said Parts of the Project, or (ii) under Part 3.2 (c) of the Project unless and until internal verification has been carried out on the enrollment status and progress of the PhD Scholar in a relevant PhD program as detailed in the PIM.

C. 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 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, including 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, and 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 Parts 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. In addition, the Project Implementing Entity shall incorporate in the overall report referred to in Section 5.08(c) of the General Conditions, the Project Reports for BRD's Respective Part of the Project and all such information as the Recipient or the Association shall reasonably request for the purposes of such Section. Each such Project Report shall cover the period of one calendar semester, and shall be furnished to the Recipient not later than one (1) month 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.