
**CREDIT NUMBER 6753-RW
GRANT NUMBER D700-RW**

Program Agreement

(Additional Financing for the Priority Skills for Growth Program)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

HIGHER EDUCATION COUNCIL

PROGRAM AGREEMENT

AGREEMENT between the INTERNATIONAL DEVELOPMENT ASSOCIATION (the “Association”) and the HIGHER EDUCATION COUNCIL (the “Program Implementing Entity” or “HEC”) (the “Program Agreement”) in connection with the Financing Agreement dated _____ between the Republic of Rwanda (the “Recipient”) and the Association, concerning Credit No. 6753-RW and Grant No. D700-RW (the “Financing Agreement”). The Association and the Program 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 — PROGRAM

- 2.01. The Program Implementing Entity declares its commitment to the objectives of the Program. To this end, the Program Implementing Entity shall carry out the HEC Respective Part of the Program 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 HEC Respective Part of the Program.

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 Program Implementing Entity’s Representative is its executive director.
- 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 Program Implementing Entity's address is:

Higher Education Board (c/o Ministry of Education)
KG7 Avenue
Kigali, Rwanda; and

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

Tel:

E-mail:

+250 78 682 3101

info@hec.gov.rw

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

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Yasser El-Gammal

Authorized Representative

Yasser El-Gammal

Name: _____

Title: Country Manager _____

Date: 04-Jul-2020 _____

HIGHER EDUCATION COUNCIL

By

Dr. Rose MUKANKOMEJE

Authorized Representative

Dr. Rose MUKANKOMEJE

Name: _____

Title: Executive Director _____

Date: 07-Jul-2020 _____

SCHEDULE

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

Without limitation on the provisions of Article V of the General Conditions, the Program Implementing Entity shall:

1. Carry out the HEC Respective Part in accordance with financial management, procurement and environmental and social management systems acceptable to the Association which are designed to ensure that:
 - (a) the Financing proceeds for the HEC Respective Part of the Program are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
 - (b) the actual and potential adverse environmental and social impacts of the HEC Respective Part are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.
2. Ensure that all procurements under the Program are carried out in accordance with the provisions of the Anti-Corruption Guidelines.

B. Other Program Institutional and Implementation Arrangements

1. Program Institutions

Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall, throughout the implementation of the Program, assign and maintain adequate resources, staffing and facilitation including the identification of and provision of training opportunities, as acceptable to the Association, to fulfill the HEC Respective Part of the Program, as may be further detailed in the Program Operational Manual.

2. Additional Program Implementation Arrangements

- (a) Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall carry out:
 - (i) the Program Action Plan in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Association; and
 - (ii) the HEC Respective Part in accordance with the Program Operational Manual.

- (b) If there is a conflict between the provisions set out in the Program Action Plan or the Program Operational Manual and the provisions of this Agreement, this Agreement shall prevail.

Section II. Excluded Activities

The Program Implementing Entity shall ensure that the HEC Respective Part shall exclude any activities which:

- A. in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost US\$ 115 million equivalent or more per contract; (2) goods and information technology systems estimated to cost US\$ 75 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$ 75 million equivalent or more per contract; or (4) consulting services, estimated to cost US\$ 30 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation

- 1. The Program Implementing Entity shall monitor and evaluate the progress of the HEC Respective Part and prepare Program Reports for its respective part of the Program in accordance with the provisions of Section 5.08 (b) of the General Conditions; such Program Reports shall include reporting on any fraud and corruption (F&C) incidence within the program using such F&C reporting format as acceptable to the Association and such F&C report shall be signed by the Program Implementing Entity. Each Program 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 Program Report.
- 2. The Program Implementing Entity shall provide to the Recipient not later than four (4) 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 that Section.