Program Agreement

(Priority Skills For Growth Program)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

WORKFORCE DEVELOPMENT AUTHORITY

Dated July 17, 2017
AGREEMENT dated July 17, 2017, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and WORKFORCE DEVELOPMENT AUTHORITY ("WDA") ("Program Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between Republic of Rwanda ("Recipient") and the Association. The Association and the WDA hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to the Financing Agreement) constitute an integral 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 WDA declares its commitment to the objectives of the Program. To this end, the WDA shall carry out Part 2(b), Parts 3(a) and 3(b)(ii) of the Program in accordance with the provisions of Article IV of the General Conditions, and shall provide promptly as needed, the funds, facilities, services and other resources required for its Respective Part of the Program.

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and the WDA shall otherwise agree, the WDA shall carry out its Respective Part of the Program in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — REPRESENTATIVE; ADDRESSES

3.01. The WDA’s Representative is its Director-General.

3.02. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telex:    Facsimile:

248423 (MCI)    1-202-477-6391
3.03. The WDA’s Address is:

Workforce Development Authority
KCT KN 2 Street
Kigali, Rwanda

AGREED at Kigali, Rwanda, as of the day and year
first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION
By

Authorized Representative
Name: YASSEN EL-BAHA
Title: COUNTRY MANAGER

WORKFORCE DEVELOPMENT AUTHORITY
By

Authorized Representative
Name: (signature)
Title: [signature]
SCHEDULE

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

Without limitation on the provisions of Article IV of the General Conditions, the WDA shall carry out its Respective Part of the Program in accordance with financial management, procurement and environmental and social management systems acceptable to the Association ("Program Fiduciary, Environmental and Social Systems") which are designed to ensure that:

1. the Financing proceeds for the WDA's 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

2. the actual and potential adverse environmental and social impacts of the WDA's Respective Part of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. Anti-Corruption

Without limitation upon the provisions of Part A of this Section, the WDA shall carry out its Respective Part of the Program in accordance with the provisions of the Anti-Corruption Guidelines.

C. Other Program Institutional and Implementation Arrangements

1. Program Institutions

Without limitation on the generality of Part A of this Section I, the WDA shall maintain, throughout the implementation of the Program, an implementation unit for Program ("WDA-SPIU"), with powers, functions, resources and staffing, acceptable to the Association and with resources adequate to fulfill its Respective Part of the Program, as further detailed in the Program Operational Manual.

2. Program Operational Manual

Without limitation on the generality of Part A of this Section I, WDA shall carry out its Respective Part of the Program, in accordance with the Program Operational Manual.

3. Program Action Plan

(a) Without limitation on the generality of Part A of this Section I, WDA shall carry out 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 shall not amend, abrogate or suspend any provision of the Program Action Plan without the prior written agreement of the Association.

(b) Notwithstanding the foregoing, if any provision of any of said Program Action Plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. Skills Development Fund

For purposes of establishing the Skills Development Fund under Part 3(b)(ii) of the Program, the WDA shall not later than nine (9) months after the Effective Date or any other date agreed with the Association:

(a) establish and maintain throughout Program implementation a secretariat ("SDF Secretariat") with terms of reference, staffing and resources satisfactory to the Association to be responsible for managing the Skills Development Fund, including, without limitation: a Skills Development Fund Program Manager, a Sub-Grants specialist, and a monitoring and evaluation specialist, all under terms of reference and with qualifications and experience satisfactory to the Association;

(b) establish and maintain throughout Program implementation a Sub-Grants committee ("Sub-Grants Committee") comprising both private and public sector representatives with terms of reference, qualifications and experience satisfactory to the Association, to be responsible for reviewing proposals and awarding Sub-Grants in accordance with the Program Operational Manual; and

(c) appoint to the WDA-SPIU, an SDF Finance Specialist under terms of reference and with qualifications and experience satisfactory to the Association.

5. Sub-grants under the Skills Development Fund

(a) The WDA shall make Sub-Grants to Sub-Grants Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association and set forth in the Program Operational Manual.

(b) The WDA shall make each Sub-Grant under a Sub-Grant Agreement with the respective Sub-Grant Beneficiary on terms and conditions approved by the Association, as set forth in the Program Operational Manual, which shall include the following: (i) the Sub-Grant shall be made on a non-reimbursable grant basis; and (ii) the Sub-Grant shall not exceed the amounts set forth in the Program Operational Manual.
The WDA shall exercise its rights under each Sub-Grant Agreement in such manner as to protect the interests of the Recipient, the Association and the WDA and to accomplish the purposes of the Financing. Except as the Recipient and the Association shall otherwise agree, the WDA shall not assign, amend, abrogate or waive any Sub-Grant Agreement or any of its provisions.

Section II. Excluded Activities

The WDA shall ensure that its Respective Part of the Program 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, 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; (4) consulting services, estimated to cost US$30 million equivalent or more per contract; or (5) information technology system, estimated to cost US$60 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation; Audits

A. Program Reports

The WDA shall monitor and evaluate the progress of its Respective Part of the Program and prepare Program Reports for its Respective Part of the Program in accordance with the provisions of Section 4.08 of the General Conditions. Unless otherwise agreed by the Association, each Program Report shall cover the period of one (1) calendar semester, and shall be furnished to the Recipient not later than forty (40) days 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.

B. Program Financial Audits

1. Without limitation on the generality of Section I.A of this Schedule and Section 5.09 of the General Conditions, the WDA shall have the Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the WDA. The audited Financial Statements for each such period shall be furnished to the Association not later than ten (10) months after the end of such period.

2. The WDA shall provide to the Recipient not later than forty (40) days after the end of each calendar semester, for incorporation in the report referred to in Section
Section 4.08(c) of the General Conditions all such information as the Recipient or the Association shall reasonably request for the purposes of that Section.