



Credit Number 5717-KE

Program Agreement

(Kenya Statistics Program-For-Results)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

KENYA NATIONAL BUREAU OF STATISTICS

Dated *2nd October*, 2015



PROGRAM AGREEMENT

AGREEMENT dated 2nd October, 2015, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and **KENYA NATIONAL BUREAU OF STATISTICS** ("Program Implementing Entity") ("Program Agreement") in connection with the Financing Agreement ("Financing Agreement") of same date between **REPUBLIC OF KENYA** ("Recipient") and the Association. 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) 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 Program Implementing Entity declares its commitment to the objectives of the Program. To this end, the Program Implementing Entity shall carry out 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 the Program.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Association and the Program Implementing Entity shall otherwise agree, the Program Implementing Entity shall carry out the Program in accordance with the provisions of the Schedule to this Agreement.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Program Implementing Entity'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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI)	1-202-477-6391

3.03. The Program Implementing Entity's Address is:

Director General
Kenya National Bureau of Statistics
Herufi House
P.O.Box 30266-00100
Nairobi
Kenya

Facsimile: 254 20 3315977

AGREED at 2nd October, 2015, as of
the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Marietou Gaye

Title: Country Director

KENYA NATIONAL BUREAU OF STATISTICS

By



Authorized Representative

Name: ZACHARY MWANGI

Title: DIRECTOR GENERAL

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 Program Implementing Entity shall carry out 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 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 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 Program Implementing Entity shall carry out the Program in accordance with the provisions of the Anti-Corruption Guidelines.

C. **Other Program Institutional and Implementation Arrangements**

1. Without limitation on the generality of Part A of this Section I, the Program Implementing Entity shall carry out the Action Plan, in accordance with the schedule set out in the said Action Plan in a manner satisfactory to the Association. Except as the Association may agree after consultation with the Recipient and the Program Implementing Entity, the Program Implementing Entity shall ensure that the Action Plan is not amended, waived, suspended, terminated or abrogated, by the Program Implementing Entity.
2. The Program Implementing Entity shall carry out the different activities of the Program in accordance with the provisions of the Program Coordination Manual and a time frame satisfactory to the Association. Except as the Association may agree after consultation with the Recipient, the Recipient shall not amend, waive, suspend, terminate or abrogate the Program Coordination Manual or any provision thereof.

Section II. Program Monitoring, Reporting and Evaluation; Audits

A. Program Reports

The Program Implementing Entity shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 4.08 of the General Conditions. Each Program Report shall cover the period of one calendar year, and shall be furnished to the Recipient not later than two months 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 Program Implementing Entity 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 Program Implementing Entity. The audited Financial Statements for each such period shall be furnished to the Association not later than six months after the end of such period.