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N’INGUZANYO INGANA NA MILIYONI  
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**LAW N°34/2014 OF 26/11/2014  
AUTHORISING THE RATIFICATION OF  
THE FINANCING AGREEMENT SIGNED  
IN KIGALI, RWANDA ON 06 AUGUST  
2014, BETWEEN THE REPUBLIC OF  
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RELATING TO THE CREDIT OF NINE  
MILLION SEVEN HUNDRED AND TEN  
THOUSAND SPECIAL DRAWING  
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BASED VIOLENCE AND WOMEN’S  
HEALTH PROJECT**

**LOI N°34/2014 DU 26/11/2014  
AUTORISANT LA RATIFICATION DE  
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ENTRE LA REPUBLIQUE DU RWANDA ET  
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**ITEGEKO N°34/2014 RYO KU WA 26/11/2014  
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KIGALI, MU RWANDA KU WA 06 KANAMA 2014,  
HAGATI YA REPUBULIKA Y’U RWANDA  
N’IKIGEGA MPUZAMAHANGA GITSURA  
AMAJYAMBERE (IDA), YEREKERANYE  
N’INGUZANYO INGANA NA MILIYONI  
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RISHINGIYE KU GITSINA NO KUBUNGABUNGA  
UBUZIMA BW’ABAGORE MU KARERE  
K’IBIYAGA BIGARI**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**INTEKO ISHINGA AMATEGEKO YEMEJE,  
NONE NATWE DUHAMIJE, DUTANGAJE  
ITEGEKO RITEYE RITYA KANDI DUTEGETSE  
KO RYANDIKWA MU IGAZETI YA LETA YA  
REPUBULIKA Y’U RWANDA**

**Inteko Ishinga Amategeko:**

Umutwe w’Abadepite, mu nama yawo yo ku wa 06  
Ukwakira 2014;

Umutwe wa Sena, mu nama yawo yo ku wa 23 Ukwakira  
2014;

Ishingiye ku Itegeko Nshinga rya Repubulika y’u  
Rwanda ryo ku wa 04 Kamena 2003 nk’uko

**LAW N°34/2014 OF 26/11/2014  
AUTHORISING THE RATIFICATION OF  
THE FINANCING AGREEMENT SIGNED  
IN KIGALI, RWANDA ON 06 AUGUST  
2014, BETWEEN THE REPUBLIC OF  
RWANDA AND THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE CREDIT OF NINE  
MILLION SEVEN HUNDRED AND TEN  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 9,710,000) FOR THE  
SUPPORT TO THE GREAT LAKES  
EMERGENCY SEXUAL AND GENDER  
BASED VIOLENCE AND WOMEN’S  
HEALTH PROJECT**

**We, KAGAME Paul,**  
President of the Republic;

**THE PARLIAMENT HAS ADOPTED AND  
WE SANCTION, PROMULGATE THE  
FOLLOWING LAW AND ORDER IT TO  
BE PUBLISHED IN THE OFFICIAL  
GAZETTE OF THE REPUBLIC OF  
RWANDA**

**The Parliament:**

The Chamber of Deputies, in its session of 06  
October 2014;

The Senate, in its session of 23 October 2014;

Pursuant to the Constitution of the Republic of  
Rwanda of 04 June 2003, as amended to date,

**LOI N°34/2014 DU 26/11/2014  
AUTORISANT LA RATIFICATION DE  
L’ACCORD DE FINANCEMENT SIGNE A  
KIGALI, AU RWANDA LE 06 AOÛT 2014,  
ENTRE LA REPUBLIQUE DU RWANDA ET  
L’ASSOCIATION INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE NEUF MILLIONS SEPT CENT  
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A LA VIOLENCE SEXUELLE BASEE SUR  
LE GENRE ET LA SANTE DES FEMMES  
DANS LA REGION DES GRANDS LACS**

**Nous, KAGAME Paul,**  
Président de la République ;

**LE PARLEMENT A ADOPTE, ET NOUS  
SANCTIONNONS, PROMULGUONS LA LOI  
DONT LA TENEUR SUIT ET ORDONNONS  
QU’ELLE SOIT PUBLIEE AU JOURNAL  
OFFICIEL DE LA REPUBLIQUE DU  
RWANDA**

**Le Parlement:**

La Chambre des Députés, réunie en sa séance du  
06 octobre 2014;

Le Sénat, réuni en sa séance du 23 octobre 2014;

Vu la Constitution de la République du Rwanda  
du 04 juin 2003 telle que révisée à ce jour,

ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo, iya 62, iya 66, iya 67, iya 88, iya 89, iya 90, iya 92, iya 93, iya 94, iya 95, iya 108, iya 189, iya 190 n'iya 201;

especially in Articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 and 201;

spécialement en ses articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 et 201 ;

Imaze gusuzuma amasezerano yashyiriweho umukono i Kigali, mu Rwanda ku wa 06 Kanama 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni icyenda n'ibihumbi magana arindwi na cumi z'Amadetsi (9.710.000 DTS) agenewe gushyigikira umushinga ugamije kurwanya byihutirwa ihohoterwa rishingiye ku gitsina no kubungabunga ubuzima bw'abagore mu Karere k'Ibiyaga Bigari;

After consideration of the Financing Agreement signed in Kigali, Rwanda on 06 August 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of nine million seven hundred and ten thousand Special Drawing Rights (SDR 9,710,000) for the support to the Great Lakes emergency sexual and gender based violence and women's health Project;

Après examen de l'Accord de financement signé à Kigali, au Rwanda le 06 août 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de neuf millions sept cent dix mille Droits de Tirage Spéciaux (9.710.000 DTS) pour le Projet d'appui à l'urgence relatif à la violence sexuelle basée sur le genre et la santé des femmes dans la Région des Grands Lacs;

#### **YEMEJE:**

#### **ADOPTS:**

#### **ADOPTÉ:**

#### **Ingingo ya mbere: Uruhushya rwo kwemeza burundu**

#### **Article One: Authorization for ratification**

#### **Article premier: Autorisation de ratification**

Amasezerano yashyiriweho umukono i Kigali, mu Rwanda ku wa 06 Kanama 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni icyenda n'ibihumbi magana arindwi na cumi z'Amadetsi (9.710.000 DTS) agenewe gushyigikira umushinga ugamije kurwanya byihutirwa ihohoterwa rishingiye ku gitsina no kubungabunga ubuzima bw'abagore mu Karere k'Ibiyaga Bigari, ari ku mugereka, yemerewe kwemezwa burundu.

The Financing Agreement signed in Kigali, Rwanda on 06 August 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of nine million seven hundred and ten thousand Special Drawing Rights (SDR 9,710,000) for the support to the Great Lakes emergency sexual and gender based violence and women's health Project, in appendix, is hereby authorized for ratification.

L'Accord de financement signé à Kigali, au Rwanda le 06 août 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de neuf millions sept cent dix mille Droits de Tirage Spéciaux (9.710.000 DTS) pour le Projet d'appui à l'urgence relatif à la violence sexuelle basée sur le genre et la santé des femmes dans la Région des Grands Lacs, en annexe, est autorisé à être ratifié.

#### **Ingingo ya 2 : Itegurwa, isuzumwa n'itorwa ry'iri tegeko**

#### **Article 2: Drafting, consideration and adoption of this Law**

#### **Article 2: Initiation, examen et adoption de la présente loi**

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

This law was drafted in English, considered and adopted in Kinyarwanda.

La présente loi a été initiée en anglais, examinée et adoptée en kinyarwanda.

**Ingingo ya 3: Igihe itegeko ritangira gukurikizwa**

Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa **26/11/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

**Article 3: Commencement**

This law shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **26/11/2014**

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

**Article 3: Entrée en vigueur**

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le **26/11/2014**

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/Garde des Sceaux

ITEGEKO N°37/2014 RYO KU WA  
09/12/2014 RYEMERERA KWEMEZA  
BURUNDU AMASEZERANO  
Y'INGUZANYO YASHYIRIWEHO  
UMUKONO I KIGALI MU RWANDA,  
KUWA 11 UGUSHYINGO 2014,  
HAGATI YA REPUBULIKA Y'U  
RWANDA N'IKIGEGA  
MPUZAMAHANGA GITSURA  
AMAJYAMBERE (IDA),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI MIRONGO  
ITANDATU N'ESHANUN'IBIHUMBI  
MAGANA CYENDA Z'AMADETESI  
(65.900.000 DTS) AGENEWE  
GAHUNDA YO KUVUGURURA  
URWEGO RW'UBUHINZI, ICYICIRO  
CYA III

LAW N°37/2014 OF 09/12/2014  
AUTHORISING THE RATIFICATION OF  
THE FINANCING AGREEMENT SIGNED  
IN KIGALI, RWANDA, ON 11 NOVEMBER  
2014, BETWEEN THE REPUBLIC OF  
RWANDA AND THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE CREDIT OF SIXTY  
FIVE MILLION NINE HUNDRED  
THOUSAND SPECIAL DRAWING RIGHTS  
(SDR 65,900,000) FOR THE  
TRANSFORMATION OF AGRICULTURE  
SECTOR PROGRAM, PHASE III

LOI N°37/2014 DU 09/12/2014  
AUTORISANT LA RATIFICATION DE  
L'ACCORD DE FINANCEMENT SIGNE A  
KIGALI, AU RWANDA, LE 11  
NOVEMBRE 2014, ENTRE LA  
REPUBLIQUE DU RWANDA ET  
L'ASSOCIATION INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE SOIXANTE-CINQ  
MILLIONS NEUF CENT MILLE DROITS  
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**ITEGEKO N°37/2014 RYO KU WA  
09/12/2014 RYEMERERA KWEMEZA  
BURUNDU AMASEZERANO  
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HAGATI YA REPUBULIKA Y'U  
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URWEGO RW'UBUHINZI, ICYICIRO  
CYA III**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**INTEKO ISHINGA AMATEGEKO  
YEMEJE, NONE NATWE  
DUHAMIJE, DUTANGAJE ITEGEKO  
RITEYE RITYA KANDI DUTEGETSE  
KO RYANDIKWA MU IGAZETI YA  
LETA YA REPUBULIKA Y'U  
RWANDA**

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite mu nama yawo yo  
kuwa 24 Ugushyingo 2014;

**LAW N°37/2014 OF 09/12/2014  
AUTHORISING THE RATIFICATION OF  
THE FINANCING AGREEMENT SIGNED  
IN KIGALI, RWANDA ON 11NOVEMBER  
2014, BETWEEN THE REPUBLIC OF  
RWANDA AND THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE CREDIT OF SIXTY  
FIVE MILLION NINE HUNDRED  
THOUSAND SPECIAL DRAWING RIGHTS  
(SDR 65,900,000)FOR THE  
TRANSFORMATION OF AGRICULTURE  
SECTOR PROGRAM, PHASE III**

**We, KAGAME Paul,**  
President of the Republic;

**THE PARLIAMENT HAS ADOPTED AND  
WE SANCTION, PROMULGATE THE  
FOLLOWING LAW AND ORDER IT BE  
PUBLISHED IN THE OFFICIAL GAZETTE  
OF THE REPUBLIC OF RWANDA**

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 24  
November 2014;

**LOI N°37/2014 DU 09/12/2014  
AUTORISANT LA RATIFICATION DE  
L'ACCORD DEFINANCEMENT SIGNE A  
KIGALI, AU RWANDA, LE 11  
NOVEMBRE 2014, ENTRE LA  
REPUBLIQUE DU RWANDA ET  
L'ASSOCIATION INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE SOIXANTE-CINQ  
MILLIONS NEUF CENT MILLE DROITS  
DE TIRAGE SPECIAUX (65.900.000 DTS)  
POUR LE PROGRAMME DE  
TRANSFORMATION DU SECTEUR  
AGRICOLE, PHASE III**

**Nous, KAGAME Paul,**  
Président de la République ;

**LE PARLEMENT A ADOPTE, ET NOUS  
SANCTIONNONS, PROMULGUONS LA  
LOI DONT LA TENUE SUIT ET  
ORDONNONS QU'ELLE SOIT PUBLIEE  
AU JOURNAL OFFICIEL DE LA  
REPUBLIQUE DU RWANDA**

**LE PARLEMENT :**

La Chambre des Députés, en sa séance du 24  
novembre 2014;

Umutwe wa Sena mu nama yawo yo kuwa 28 Ugushyingo 2014;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo, iya 62, iya 66, iya 67, iya 88, iya 89, iya 90, iya 92, iya 93, iya 94, iya 95, iya 108, iya 189, iya 190 n'iya 201;

Imaze gusuzuma Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda z'amadetsi (65.900.000 DTS) agenewe gahunda yo kuvugurura urwego rw'ubuhinzi, icyiciro cya III;

**YEMEJE:**

**Ingingo ya mbere: Uruhushya rwo kwemeza burundu**

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana

The Senate, in its session of 28 November 2014;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003, as amended to date, especially in Articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 and 201;

After consideration of the Financing Agreement signed in Kigali, Rwanda, on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the transformation of agriculture sector program, phase III;

**ADOPTS:**

**Article One: Authorization for ratification**

The Financing Agreement signed in Kigali, Rwanda, on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty-five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the transformation of agriculture sector program,

Le Sénat, en sa séance du 28 novembre 2014;

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 et 201;

Après examen de l'Accord de Financement signé à Kigali, au Rwanda, le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de transformation du secteur agricole, phase III;

**ADOpte :**

**Article premier: Autorisation de ratification**

L'Accord de Financement signé à Kigali, au Rwanda, le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de transformation du



cyenda z'amadetsi (65.900.000 DTS )  
agenewe gahunda yo kuvugurura urwego  
rw'ubuhinzi, icyiciro cya III, ari ku  
mugereka, yemerewe kwemezwa burundu.

**Ingingo ya 2: Itegurwa, isuzumwa  
n'itorwa by'iri tegeko**

Iri tegeko ryateguwe mu rurimi  
rw'Icyongereza risuzumwa kandi ritorwa  
mu rurimi rw'Ikinyarwanda.

**Ingingo ya 3 : Igihe iri tegeko ritangira  
gukurikizwa**

Iri tegeko ritangira gukurikizwa ku munsu  
ritangarijweho mu Igazeti ya Leta ya  
Repubulika y'u Rwanda.

Kigali, ku wa **09/12/2014**

phase III, in annex, is hereby authorized for  
ratification.

**Article 2: Drafting, consideration and  
adoption of this Law**

This Law was drafted in English, considered and  
adopted in Kinyarwanda.

**Article 3 : Commencement**

This Law shall come into force on the date of its  
publication in the Official Gazette of the Republic  
of Rwanda.

Kigali, on **09/12/2014**

secteur agricole, phase III, en annexe, est  
autorisé à être ratifié.

**Article 2: Initiation, examen et adoption  
de la présente loi**

La présente loi a été initiée en Anglais,  
examinée et adoptée en Kinyarwanda.

**Article 3 : Entrée en vigueur**

La présente loi entre en vigueur le jour de sa  
publication au Journal Officiel de la  
République du Rwanda.

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)  
**MUREKEZI Anastase**  
Prime Minister

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango  
cya Repubulika:**

**Seen and sealed with the Seal of the Republic:**

**Vu et scellé du Sceau de la République :**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya  
Leta

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/Garde des Sceaux

ITEGEKO N°38/2014 RYO KU WA  
09/12/2014 RYEMERERA KWEMEZA  
BURUNDU AMASEZERANO  
Y'INGUZANYO, YASHYIRIWEHO  
UMUKONO I KIGALI, MU RWANDA,  
KUWA 11 UGUSHYINGO 2014, HAGATI  
YA REPUBULIKA Y'U RWANDA  
N'IKIGEGA MPUZAMAHANGA GITSURA  
AMAJYAMBERE (IDA), YEREKERANYE  
N'INGUZANYO INGANA NA MILIYONI  
MIRONGO ITANDATU N'ESHANU  
N'IBIHUMBI MAGANA CYENDA  
Z'AMADETESI (65.900.000 DTS),  
AGENEWE GAHUNDA Y'IMIYOBORERE  
Y'INZEGO ZA LETA IGAMIJE  
UMUSARURO

LAW N°38/2014 OF 09/12/2014  
AUTHORISING THE RATIFICATION OF  
THE FINANCING AGREEMENT SIGNED  
IN KIGALI, RWANDA ON 11 NOVEMBER  
2014, BETWEEN THE REPUBLIC OF  
RWANDA AND THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE CREDIT OF SIXTY  
FIVE MILLION NINE HUNDRED  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 65,900,000) FOR THE  
PUBLIC SECTOR GOVERNANCE  
PROGRAM FOR RESULTS

LOI N°38/2014 DU 09/12/2014  
AUTORISANT LA RATIFICATION DE  
L'ACCORD DE FINANCEMENT SIGNE A  
KIGALI, AU RWANDA LE 11 NOVEMBRE  
2014, ENTRE LA REPUBLIQUE DU  
RWANDA ET L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE SOIXANTE CINQ MILLIONS  
NEUF CENT MILLE DROITS DE TIRAGE  
SPECIAUX (65.900.000 DTS) POUR LE  
PROGRAMME DE GOUVERNANCE DU  
SECTEUR PUBLIC BASE SUR LES  
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**ISHAKIRO**

**Ingingo ya mbere:** Uruhushya rwo kwemeza  
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**ITEGEKO N°38/2014 RYO KU WA 09/12/2014 RYEMERERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 11 UGUSHYINGO 2014, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHANU N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (65.900.000 DTS), AGENEWE GAHUNDA Y'IMIYOBORERE Y'INZEGO ZA LETA IGAMIJE UMUSARURO**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RYANDIKWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA**

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite, mu nama yawo yo kuwa 24 Ugushyingo 2014;

Umutwe wa Sena, mu nama yawo yo kuwa 28 Ugushyingo 2014;

**LAW N°38/2014 OF 09/12/2014 AUTHORISING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 11 NOVEMBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF SIXTY FIVE MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 65,900,000) FOR THE PUBLIC SECTOR GOVERNANCE PROGRAM FOR RESULTS**

**We, KAGAME Paul,**  
President of the Republic;

**THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA**

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 24 November 2014;

The Senate, in its session of 28 November 2014;

**LOI N°38/2014 DU 09/12/2014 AUTORISANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 11 NOVEMBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE SOIXANTE CINQ MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPECIAUX (65.900.000 DTS) POUR LE PROGRAMME DE GOUVERNANCE DU SECTEUR PUBLIC BASE SUR LES RESULTATS**

**Nous, KAGAME Paul,**  
Président de la République ;

**LE PARLEMENT A ADOPTE, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIEE AU JOURNAL OFFICIEL DE LA REPUBLIQUE DU RWANDA**

**LE PARLEMENT:**

La Chambre des Députés, en sa séance du 24 novembre 2014 ;

Le Sénat, en sa séance du 28 novembre 2014;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo, iya 62, iya 66, iya 67, iya 88, iya 89, iya 90, iya 92, iya 93, iya 94, iya 95, iya 108, iya 189, iya 190 n'ya 201;

Imaze gusuzuma Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda z'Amadetsi (65.900.000 DTS) agenewe gahunda y'imiyoborere y'inzego za Leta igamije umusaruro,

**YEMEJE:**

**Ingingo ya mbere: Uruhushya rwo kwemeza burundu**

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, kuwa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda z'amadetsi (65.900.000 DTS), agenewe gahunda y'imiyoborere y'inzego za Leta igamije umusaruro, ari ku mugereka, yemerewe kwemezwa burundu.

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003, as amended to date, especially in Articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 and 201;

After consideration of the Financing Agreement signed in Kigali, Rwanda on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty-five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the public sector governance program for results;

**ADOPTS:**

**Article One: Authorization for ratification**

The Financing Agreement signed in Kigali, Rwanda on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty-five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the public sector governance programme for results, in annex, is hereby authorized for ratification.

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 et 201;

Après examen de l'Accord de Financement signé à Kigali, au Rwanda le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de gouvernance du secteur public basé sur les résultats;

**ADOPTÉ :**

**Article premier: Autorisation de ratification**

L'Accord de financement signé à Kigali, au Rwanda le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de gouvernance du secteur public basé sur les résultats, en annexe, est autorisé à être ratifié.

**Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko**

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

**Ingingo ya 3: Igihe iri tegeko ritangira Gukurikizwa**

Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, kuwa **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

**Article 2: Drafting, consideration and adoption of this Law**

This Law was drafted in English, considered and adopted in Kinyarwanda.

**Article 3: Commencement**

This Law shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **09/12/2014**

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

**Article 2: Initiation, examen et adoption de la présente loi**

La présente loi a été initiée en Anglais, examinée et adoptée en Kinyarwanda.

**Article 3: Entrée en vigueur**

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/Garde des Sceaux

**ITEGEKO N°39/2014 RYO KU WA 09/12/2014 RYEMERERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU YA MBERE UKWAKIRA 2014, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE IHAGARARIYE IKIGEGA GISHINZWE IBIDUKIKIJE KU RWEGO RW'ISI (GEF), YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHANU N'IBIHUMBI MAGANA ANE NA MIRONGO INANI NA BIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (5.487.000 USD), AGENEWE UMUSHINGA UGAMIJE KUGARURA ISHUSHO KAMERE Y'AMASHYAMBA NO KUYABUNGABUNGA**

**LAW N°39/2014 OF 09/12/2014 AUTHORISING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 01 OCTOBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY (GEF), RELATING TO THE GRANT OF FIVE MILLION FOUR HUNDRED EIGHTY SEVEN THOUSAND UNITED STATES DOLLARS (USD 5,487,000) FOR THE LANDSCAPE APPROACH TO FOREST RESTORATION AND CONSERVATION PROJECT**

**LOI N°39/2014 DU 09/12/2014 AUTORISANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 1<sup>er</sup> OCTOBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL (GEF), RELATIF AU DON DE CINQ MILLIONS QUATRE CENT QUATRE-VINGT-SEPT MILLE DOLLARS AMERICAINS (5.487.000 USD) POUR LE PROJET D'APPROCHE PAYSAGERE DE LA RESTAURATION ET LA CONSERVATION DES FORETS**

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**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RYANDIKWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA**

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite, mu nama yawo yo kuwa 24 Ugushyingo 2014;

**LAW N°39/2014 OF 09/12/2014 AUTHORISING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 01 OCTOBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY (GEF), RELATING TO THE GRANT OF FIVE MILLION FOUR HUNDRED EIGHTY SEVEN THOUSAND UNITED STATES DOLLARS (USD 5,487,000) FOR THE LANDSCAPE APPROACH TO FOREST RESTORATION AND CONSERVATION PROJECT**

**We, KAGAME Paul,**  
President of the Republic;

**THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA**

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 24 November 2014;

**LOI N°39/2014 DU 09/12/2014 AUTORISANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 1<sup>er</sup> OCTOBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL (GEF), RELATIF AU DON DE CINQ MILLIONS QUATRE CENT QUATRE-VINGT-SEPT MILLE DOLLARS AMERICAINS (5.487.000 USD) POUR LE PROJET D'APPROCHE PAYSAGERE DE LA RESTAURATION ET LA CONSERVATION DES FORETS**

**Nous, KAGAME Paul,**  
Président de la République ;

**LE PARLEMENT A ADOPTE, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENUEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIEE AU JOURNAL OFFICIEL DE LA REPUBLIQUE DU RWANDA**

**LE PARLEMENT:**

La Chambre des Députés, en sa séance du 24 novembre 2014 ;



Umutwe wa Sena, mu nama yawo yo kuwa 28 Ugushyingo 2014;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo, iya 62, iya 66, iya 67, iya 88, iya 89, iya 90, iya 92, iya 93, iya 94, iya 95, iya 108, iya 189, iya 190 n'iya 201 ;

Imaze gusuzuma Amasezerano y'Impano yashyiriweho umukono i Kigali, mu Rwanda, ku ya mbere Ukwakira 2014, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere ihagarariye Ikigega Gishinzwe Ibidukikiye ku rwego rw'Isi (GEF), yerekeranye n'impano ingana na miliyoni eshanu n'ibihumbi magana ane na mirongo inani na zirindwi z'Amadolari y'Abanyamerika (5.487.000 USD), agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungabunga;

**YEMEJE:**

**Ingingo ya mbere: Uruhushya rwo kwemeza burundu**

Amasezerano y'Impano yashyiriweho umukono i Kigali, mu Rwanda, ku ya mbere Ukwakira 2014, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere ihagarariye Ikigega Gishinzwe Ibidukikiye ku rwego rw'Isi (GEF), yerekeranye n'impano ingana na miliyoni

The Senate, in its session of 28 November 2014;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003, as amended to date, especially in Articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 and 201;

After consideration of the Grant Agreement signed in Kigali, Rwanda, on 01 October 2014, between the Republic of Rwanda and the International Bank For Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility (GEF), relating to the grant of five million four hundred eighty seven thousand American dollars (USD 5,487,000) for the landscape approach to forest restoration and conservation Project;

**ADOPTS:**

**Article One: Authorization for ratification**

The Grant Agreement signed in Kigali, Rwanda on 01 October 2014, between the Republic of Rwanda and the International Bank For Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility (GEF), relating to

Le Sénat, en sa séance du 28 novembre 2014;

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 et 201 ;

Après examen de l'Accord de don signé à Kigali, au Rwanda, le 1<sup>er</sup> octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'Agence d'exécution du Fonds pour l'Environnement Mondial (GEF), relatif au don de cinq millions quatre cent quatre-vingt-sept mille dollars américains (5.487.000 USD) pour le Projet d'approche paysagère de la restauration et la conservation des forêts;

**ADOpte :**

**Article premier: Autorisation de ratification**

L'Accord de don signé à Kigali, au Rwanda le 01 octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'Agence d'exécution du Fonds pour l'Environnement Mondial (GEF), relatif

eshanu n'ibihumbi magana ane na mirongo inani na birindwi z'Amadolari y'Abanyamerika (5.487.000 USD),agenewe umushinga ugamiye kugarura ishusho kamere y'amashyamba no kuyabungabunga ari ku mugereka, yemerewe kwemezwa burundu.

**Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko**

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

**Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa**

Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, kuwa **09/12/2014**

the grant of five million four hundred eighty-seven thousand American dollars (USD 5,487,000) for the landscape approach to forest restoration and conservation Projectin annex, is hereby authorized for ratification.

**Article 2: Drafting, consideration and adoption of this Law**

This Law was drafted in English, considered and adopted in Kinyarwanda.

**Article 3: Commencement**

This Law shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **09/12/2014**

au don de cinq millions quatre cent quatre-vingt-sept mille dollars américains (5.487.000 USD) pour le Projet d'approche paysagère de la restauration et conservation des forêts en annexe, est autorisé à être ratifié.

**Article 2: Initiation, examen et adoption de la présente loi**

La présente loi a été initiée en Anglais, examinée et adoptée en Kinyarwanda.

**Article 3: Entrée en vigueur**

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya  
Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya  
Leta

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the  
Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République :**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/Garde des Sceaux

**ITEGEKO N°40/2014 RYO KUWA 09/12/2014 RYEMERERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANOYASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KUYA MBERE UKWAKIRA 2014, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE IHAGARARIYE IKIGEGA CY'IBIHUGU BIKIRI MU NZIRA Y'AMAJYAMBERE, YEREKERANYE N'IMPANOINGANA NA MILIYONI ENYE N'IBIHUMBI MIRONGO INE NA BITANU Z'AMADOLARI Y'ABANYAMERIKA (4.045.000 USD), AGENEWE UMUSHINGA UGAMIJE KUGARURA ISHUSHO KAMERE Y'AMASHYAMBA NO KUYABUNGABUNGA**

**LAW N°40/2014 OF 09/12/2014 AUTHORISING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 01 OCTOBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS ADMINISTRATOR OF THE LEAST DEVELOPED COUNTRY FUND, RELATING TO THE GRANT OF FOUR MILLION FORTY FIVE THOUSAND AMERICAN DOLLARS (USD4,045,000) FOR THE LANDSCAPE APPROACH TO FOREST RESTORATION AND CONSERVATION PROJECT**

**LOI N°40/2014 DU 09/12/2014 AUTORISANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 1<sup>er</sup> OCTOBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS DES PAYS LES MOINS AVANCES, RELATIF AU DON DE QUATRE MILLIONS QUARANTE-CINQ MILLE DOLLARS AMERICAINS (4.045.000 USD) POUR LE PROJET D'APPROCHE PAYSAGERE DE LA RESTAURATION ET LA CONSERVATION DES FORETS**

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**Article 2: Drafting, consideration and adoption of this Law**

**Article 2: Initiation, examen et adoption de la présente loi**

**Ingingo ya 3 : Igihe iri tegeko ritangira Gukurikizwa**

**Article 3 : Commencement**

**Article 3 : Entrée en vigueur**

**ITEGEKO N°40/2014 RYO KUWA 09/12/2014 RYEMERERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANOYASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU YA MBERE UKWAKIRA 2014, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE IHAGARARIYE IKIGEGA CY'IBIHUGU BIKIRI MU NZIRA Y'AMAJYAMBERE, YEREKERANYE N'IMPANOINGANA NA MILIYONI ENYE N'IBIHUMBI MIRONGO INE NA BITANU Z'AMADOLARI Y'ABANYAMERIKA (4.045.000 USD), AGENEWE UMUSHINGA UGAMIJE KUGARURA ISHUSHO KAMERE Y'AMASHYAMBA NO KUYABUNGABUNGA**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RYANDIKWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA.**

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite, mu nama yawo yo kuwa 24 Ugushyingo 2014;

Umutwe wa Sena, mu nama yawo yo kuwa 28

**LAW N°40/2014 OF 09/12/2014 AUTHORISING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 01 OCTOBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS ADMINISTRATOR OF THE LEAST DEVELOPED COUNTRY FUND, RELATING TO THE GRANT OF FOUR MILLION FORTY FIVE THOUSAND AMERICAN DOLLARS (USD4,045,000) FOR THE LANDSCAPE APPROACH TO FOREST RESTORATION AND CONSERVATION PROJECT**

**We, KAGAME Paul,**  
President of the Republic;

**THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA**

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 24 November 2014;

The Senate, in its session of 28 November

**LOI N°40/2014 DU 09/12/2014 AUTORISANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 1<sup>er</sup> OCTOBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS DES PAYS LES MOINS AVANCES, RELATIF AU DON DE QUATRE MILLIONS QUARANTE-CINQ MILLE DOLLARS AMERICAINS (4.045.000 USD) POUR LE PROJET D'APPROCHE PAYSAGERE DE LA RESTAURATION ET LA CONSERVATION DES FORETS**

**Nous, KAGAME Paul,**  
Président de la République ;

**LE PARLEMENT A ADOPTE, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENUEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIEE AU JOURNAL OFFICIEL DE LA REPUBLIQUE DU RWANDA**

**LE PARLEMENT :**

La Chambre des Députés, en sa séance du 24 novembre 2014 ;

Le Sénat, en sa séance du 28 novembre 2014 ;

Ugushyirwa 2014;

Ishingirye ku Itegeko Nshingira rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, nk'uko ryavugururwe kugeza ubu, cyane cyane mu ngingo zaryo, iya 62, iya 66, iya 67, iya 88, iya 89, iya 90, iya 92, iya 93, iya 94, iya 95, iya 108, iya 189, iya 190 n'iya 201 ;

Imaze gusuzuma Amasezerano y'Impano yashyirwaho umukono i Kigali, mu Rwanda, kuya mbere Ukwakira 2014 hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere ihagarariye Ikigega cy'Ibihugu Bikiri mu Nzira y'Amajyambere, yerekeranye n' impano ingana na miliyoni enye n'ibihumbi mirongo ine na bitanu z'Amadolari y'Abanyamerika (4.045.000 USD), agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungabunga;

**YEMEJE:**

**Ingingo ya mbere: Uruhushya rwo kwemeza burundu**

Amasezerano y'Impano yashyirwaho umukono i Kigali, mu Rwanda, kuya mbere Ukwakira 2014 hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere ihagarariye Ikigega cy'Ibihugu Bikiri mu Nzira y'Amajyambere, yerekeranye n' impano ingana na miliyoni enye n'ibihumbi mirongo ine na bitanu z'Amadolari

2014;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003, as amended to date, especially in Articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 and 201;

After consideration of the Grant Agreement signed in Kigali, Rwanda on 01 October 2014, between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as administrator of the Least Developed Country Fund, relating to the grant of four million forty-five thousand American dollars (USD 4.045.000) for the landscape approach to forest restoration and conservation Project;

**ADOPTS:**

**Article One: Authorization for ratification**

The Grant Agreement signed in Kigali, Rwanda, on 01 October 2014, between the Republic of Rwanda and the International Bank for Reconstruction and Development acting as administrator of the Least Developed Country Fund, relating to the grant of four million forty five thousand American dollars (USD 4.045.000) for the landscape approach to

Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 62, 66, 67, 88, 89, 90, 92, 93, 94, 95, 108, 189, 190 et 201 ;

Après examen de l'Accord de don signé à Kigali, au Rwanda, le 1<sup>er</sup> octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'administrateur du Fonds des Pays les Moins Avancés, relatif au don de quatre millions quarante-cinq mille dollars américains (4.045.000 USD) pour le Projet d'approche paysagère de la restauration et la conservation des forêts;

**ADOpte :**

**Article premier: Autorisation de ratification**

L'Accord de don signé à Kigali, au Rwanda, le 1<sup>er</sup> octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'administrateur du Fonds des Pays les Moins Avancés, relatif au don de quatre millions quarante-cinq mille dollars américains (4.045.000 USD) pour le Projet

y'Abanyamerika(4.045.000 USD), agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungabunga ari ku mugereka, yemerewe kwemezwa burundu.

**Ingingo ya 2 : Itegurwa, isuzumwa n'itorwa by'iri tegeko**

Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.

**Ingingo ya 3 : Igihe iri tegeko ritangira gukurikizwa**

Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, kuwa **09/12/2014**

forest restoration and conservation Project in annex, is hereby authorized for ratification.

**Article 2 : Drafting, consideration and adoption of this Law**

This Law was drafted in English, considered and adopted in Kinyarwanda.

**Article 3 : Commencement**

This Law shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **09/12/2014**

d'approche paysagère de la restauration et la conservation des forêts en annexe, est autorisé à être ratifié.

**Article 2 : Initiation, examen et adoption de la présente loi**

La présente loi a été initiée en anglais, examinée et adoptée en Kinyarwanda.

**Article 3 : Entrée en vigueur**

La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)  
**MUREKEZI Anastase**  
Prime Minister

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya  
Repubulika:**

**Seen and sealed with the Seal of the  
Republic:**

**Vu et scellé du Sceau de la République :**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya  
Leta

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/Garde des Sceaux



ITEKA RYA PEREZIDA N° 160/01 RYO KU WA  
09/12/2014 RYEMEZA BURUNDU  
AMASEZERANO YASHYIRIWEHO UMUKONO I  
KIGALI, MU RWANDA KU WA 06 KANAMA  
2014, HAGATI YA REPUBULIKA Y'U RWANDA  
N'IKIGEGA MPUZAMAHANGA GITSURA  
AMAJYAMBERE (IDA), YEREKERANYE  
N'INGUZANYO INGANA NA MILIYONI  
ICYENDA N'IBIHUMBI MAGANA ARINDWI NA  
CUMI Z'AMADETESI (9.710.000 DTS) AGENEWE  
GUSHYIGIKIRA UMUSHINGA UGAMIJE  
KURWANYA BYIHUTIRWA IHOHOTERWA  
RISHINGIYE KU GITSINA NO  
KUBUNGABUNGA UBUZIMA BW'ABAGORE  
MU KARERE K'IBIYAGA BIGARI

PRESIDENTIAL ORDER N°160/01 OF  
09/12/2014 RATIFYING THE FINANCING  
AGREEMENT SIGNED IN KIGALI,  
RWANDA ON 06 AUGUST 2014, BETWEEN  
THE REPUBLIC OF RWANDA AND THE  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION (IDA), RELATING TO THE  
CREDIT OF NINE MILLION SEVEN  
HUNDRED AND TEN THOUSAND  
SPECIAL DRAWING RIGHTS (SDR  
9,710,000) FOR THE SUPPORT TO THE  
GREAT LAKES EMERGENCY SEXUAL  
AND GENDER BASED VIOLENCE AND  
WOMEN'S HEALTH PROJECT

ARRETE PRESIDENTIEL N°160/01 DU  
09/12/2014 PORTANT RATIFICATION DE  
L'ACCORD DE FINANCEMENT SIGNE A  
KIGALI, AU RWANDA LE 06 AOÛT 2014,  
ENTRE LA REPUBLIQUE DU RWANDA ET  
L'ASSOCIATION INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE NEUF MILLIONS SEPT CENT  
DIX MILLE DROITS DE TIRAGE SPECIAUX  
(9.710.000 DTS) POUR LE PROJET D'APPUI  
A L'URGENCE RELATIF A LA VIOLENCE  
SEXUELLE BASEE SUR LE GENRE ET LA  
SANTE DES FEMMES DANS LA REGION  
DES GRANDS LACS

## ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

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**ITEKA RYA PEREZIDA N°160/01 RYO KU WA 09/12/2014 RYEMEZA BURUNDU AMASEZERANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 06 KANAMA 2014, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICYENDA N'IBIHUMBI MAGANA ARINDWI NA CUMI Z'AMADETESI (9.710.000 DTS) AGENEWE GUSHYIGIKIRA UMUSHINGA UGAMIJE KURWANYA BYIHUTIRWA IHOTERWA RISHINGIYE KU GITSINA NO KUBUNGABUNGA UBUZIMA BW'ABAGORE MU KARERE K'IBIYAGA BIGARI**

**PRESIDENTIAL ORDER N°160/01 OF 09/12/2014 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 06 AUGUST 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF NINE MILLION SEVEN HUNDRED AND TEN THOUSAND SPECIAL DRAWING RIGHTS (SDR 9,710,000) FOR THE SUPPORT TO THE GREAT LAKES EMERGENCY SEXUAL AND GENDER BASED VIOLENCE AND WOMEN'S HEALTH PROJECT**

**ARRETE PRESIDENTIEL N°160/01 DU 09/12/2014 PORTANT RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 06 AOÛT 2014, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE NEUF MILLIONS SEPT CENT DIX MILLE DROITS DE TIRAGE SPECIAUX (9.710.000 DTS) POUR LE PROJET D'APPUI A L'URGENCE RELATIF A LA VIOLENCE SEXUELLE BASEE SUR LE GENRE ET LA SANTE DES FEMMES DANS LA REGION DES GRANDS LACS**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**We, KAGAME Paul,**  
President of the Republic;

**Nous, KAGAME Paul,**  
Président de la République;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo ku wa 04 Kamena 2003 nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo, iya 98, iya 112, iya 121, iya 189, iya 190 n'iya 201;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003 as amended to date, especially in Articles 98, 112, 121, 189, 190 and 201;

Vu la Constitution de la République du Rwanda du 04 juin 2003 telle que révisée à ce jour, spécialement en ses articles 98, 112, 121, 189, 190 et 201;

Dushingiye ku Itegeko n°34/2014 ryo ku wa 26/11/2014 ryemerera kwemeza burundu amasezerano yashyiriweho umukono i Kigali, mu Rwanda ku wa 06 Kanama 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni icyenda n'ibihumbi magana arindwi na cumi z'Amadetes (9.710.000 DTS) agenewe gushyigikira umushinga ugamiye kurwanya byihutirwa ihohoterwa rishingiye ku

Pursuant to Law n° 34/2014 of 26/11/2014 authorising the ratification of the Financing Agreement signed in Kigali, Rwanda on 06 August 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of nine million seven hundred and ten thousand Special Drawing Rights (SDR 9,710,000) for the support to the great lakes emergency sexual and gender based

Vu la Loi n°34/2014 du 26/11/2014 autorisant la ratification de l'Accord de financement signé à Kigali, au Rwanda le 06 août 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de neuf millions sept cent dix mille Droits de Tirage Spéciaux (9.710.000 DTS) pour le projet d'appui à l'urgence relatif à la violence sexuelle basée sur le genre et la santé des femmes dans la

gitsina no kubungabunga ubuzima bw'abagore mu Karere k'Ibiyaga Bigari;

Tumaze kubona amasezerano yashyiriweho umukono i Kigali, mu Rwanda ku wa 06 Kanama 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni icyenda n'ibihumbi magana arindwi na cumi z'Amadetsi (9.710.000 DTS) agenewe gushyigikira umushinga ugamije kurwanya byihutirwa ihohoterwa rishingiye ku gitsina no kubungabunga ubuzima bw'abagore mu Karere k'Ibiyaga Bigari;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri, imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE:**

**Ingingo ya mbere : Kwemeza burundu**

Amasezerano yashyiriweho umukono i Kigali, mu Rwanda ku wa 06 Kanama 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni icyenda n'ibihumbi magana arindwi na cumi z'Amadetsi (9.710.000 DTS) agenewe gushyigikira umushinga ugamije kurwanya byihutirwa ihohoterwa rishingiye ku gitsina no kubungabunga ubuzima bw'abagore mu Karere k'Ibiyaga Bigari, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

violence and women's health project;

Considering the Financing Agreement signed in Kigali, Rwanda on 06 August 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of nine million seven hundred and ten thousand Special Drawing Rights (SDR 9,710,000) for the support to the great lakes emergency sexual and gender based violence and women's health project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

**HAVE ORDERED AND HEREBY ORDER:**

**Article One: Ratification**

The Financing Agreement signed in Kigali, Rwanda on 06 August 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of nine million seven hundred and ten thousand Special Drawing Rights (SDR 9,710,000) for the support to the great lakes emergency sexual and gender based violence and women's health project, is hereby ratified and becomes fully effective.

Région des Grands Lacs;

Considérant l'Accord de financement signé à Kigali, au Rwanda le 06 août 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de neuf millions sept cent dix mille Droits de Tirage Spéciaux (9.710.000 DTS) pour le projet d'appui à l'urgence relatif à la violence sexuelle basée sur le genre et la santé des femmes dans la région des Grands Lacs;

Sur proposition du Ministre des Finances et de la Planification Economique;

Après examen et adoption par le Conseil des Ministres;

**AVONS ARRETE ET ARRETONS:**

**Article premier: Ratification**

L'Accord de financement signé à Kigali, au Rwanda le 06 août 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de neuf millions sept cent dix mille Droits de Tirage Spéciaux (9.710.000 DTS) pour le projet d'appui à l'urgence relatif à la violence sexuelle basée sur le genre et la santé des femmes dans la Région des Grands Lacs, est ratifié et sort son plein et entier effet.

**Ingingo ya 2 : Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Uburinganire n'Iterambere ry'Umuryango na Minisitiri y'Ubuzima basabwe kubahiriza iri teka.

**Ingingo ya 3 : Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

**Article 2 : Authorities responsible for the implementation of this Order**

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation, the Minister of Gender and Family Promotion and the Minister of Health are entrusted with the implementation of this Order.

**Article 3 : Commencement**

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **09/12/2014**

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

**Article 2 : Autorités chargées de l'exécution du présent arrêté**

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération, le Ministre du Genre et de la Promotion de la Famille et le Ministre de la Santé sont chargés de l'exécution du présent arrêté.

**Article 3 : Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

ITEKA RYA PEREZIDA N° 161/01 RYO  
KU WA 09/12/2014 RYEMEZA  
BURUNDU AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I KIGALI  
MU RWANDA KU WA 11 UGUSHYINGO  
2014, HAGATI YA REPUBULIKA Y'U  
RWANDA N'IKIGEGA  
MPUZAMAHANGA GITSURA  
AMAJYAMBERE (IDA),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI MIRONGO  
ITANDATU N'ESHANU N'IBIHUMBI  
MAGANA CYENDA Z'AMADETESI  
(65.900.000 DTS) AGENEWE GAHUNDA  
YO KUVUGURURA URWEGO  
RW'UBUHINZI, ICYICIRO CYA III

PRESIDENTIAL ORDER N°161/01 OF  
09/12/2014 ON THE RATIFICATION OF  
THE FINANCING AGREEMENT  
SIGNED IN KIGALI, RWANDA ON 11  
NOVEMBER 2014, BETWEEN THE  
REPUBLIC OF RWANDA AND THE  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION (IDA), RELATING TO  
THE CREDIT OF SIXTY FIVE MILLION  
NINE HUNDRED THOUSAND SPECIAL  
DRAWING RIGHTS (SDR 65,900,000)  
FOR THE TRANSFORMATION OF  
AGRICULTURE SECTOR PROGRAM  
PHASE III

ARRETE PRESIDENTIEL N°161/01 DU  
09/12/2014 PORTANT RATIFICATION DE  
L'ACCORD DE FINANCEMENT SIGNE A  
KIGALI, AU RWANDA LE 11 NOVEMBRE  
2014, ENTRE LA REPUBLIQUE DU  
RWANDA ET L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE SOIXANTE-CINQ MILLIONS  
NEUF CENT MILLE DROITS DE TIRAGE  
SPECIAUX (65.900.000 DTS) POUR LE  
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**ITEKA RYA PEREZIDA N°161/01 RYO KU WA 09/12/2014 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 11 UGUSHYINGO 2014, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHANU N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (65.900.000 DTS) AGENEWE GAHUNDA YO KUVUGURURA URWEGO RW'UBUHINZI, ICYICIRO CYA III**

**Twebwe, KAGAME Paul,**  
Perezidawa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo ku wa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 98, iya 112, iya 121, iya 189, iya 190 n'ya 201;

Dushingiye ku Itegeko n°37/2014 ryo ku wa 09/12/2014 ryemerera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda

**PRESIDENTIAL ORDER N°161/01 OF 09/12/2014 ON THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 11 NOVEMBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF SIXTY FIVE MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 65,900,000) FOR THE TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM PHASE III**

**We, KAGAME Paul,**  
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003 as amended to date, especially in Articles 98, 112, 121, 189, 190 and 201;

Pursuant to Law n°37/2014 of 09/12/2014 authorising the ratification of the Financing Agreement signed in Kigali, Rwanda on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the transformation of agriculture sector

**ARRETE PRESIDENTIEL N°161/01 DU 09/12/2014 PORTANT RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 11 NOVEMBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE SOIXANTE-CINQ MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPECIAUX (65.900.000 DTS) POUR LE PROGRAMME DE TRANSFORMATION DU SECTEUR AGRICOLE PHASE III**

**Nous, KAGAME Paul,**  
Président de la République;

Vu la Constitution de la République du Rwanda du 04 juin 2003 telle que révisée à ce jour, spécialement en ses articles 98, 112, 121, 189, 190 et 201 ;

Vu la Loi n°37/2014 du 09/12/2014 autorisant la ratification de l'Accord de financement signé à Kigali, au Rwanda le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de transformation du secteur agricole phase III;

z'amadetsi (65.900.000 DTS) agenewe gahunda yo kuvugurura urwego rw'ubuhinzi, icyiciro cya III;

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda z'amadetsi (65.900.000 DTS) agenewe gahunda yo kuvugurura urwego rw'ubuhinzi, icyiciro cya III;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE:**

**Ingingo ya mbere : Kwemeza burundu**

Amasezerano amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda z'amadetsi (65.900.000 DTS) agenewe gahunda yo kuvugurura

program phase III;

Considering the Financing Agreement signed in Kigali, Rwanda on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the transformation of agriculture sector program phase III;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

**HAVE ORDERED AND HEREBY ORDER:**

**Article One : Ratification**

The Financing Agreement signed in Kigali, Rwanda on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the transformation of agriculture sector program phase III, is hereby

Considérant l'Accord de financement signé à Kigali, au Rwanda le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de transformation du secteur agricole phase III;

Sur proposition du Ministre des Finances et de la Planification Economique;

Après examen et adoption par le Conseil des Ministres;

**AVONS ARRETE ET ARRETONS:**

**Article premier : Ratification**

L'Accord de financement signé à Kigali, au Rwanda le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de transformation du secteur agricole phase III, est ratifié et sort son

urwego rw'ubuhinzi, icyiciro cya III, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

ratified and becomes fully effective.

plein et entier effet.

**Ingingo ya 2 : Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ubuhanzi n'ubworozi basabwe kubahiriza iri teka.

**Article 2 : Authorities responsible for the implementation of this Order**

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation and the Minister of Agriculture and Animal Resources are entrusted with the implementation of this Order.

**Article 2 : Autorités chargées de l'exécution du présent arrêté**

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération, et le Ministre de l'Agriculture et des Ressources Animales sont chargés de l'exécution du présent arrêté.

**Ingingo ya 3 : Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

**Article 3 : Commencement**

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

**Article 3 : Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa **09/12/2014**

Kigali, on **09/12/2014**

Kigali, le **09/12/2014**



(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya  
Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya  
Leta

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the  
Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

ITEKA RYA PEREZIDA N° 162/01 RYO  
KU WA 09/12/2014 RYEMEZA  
BURUNDU AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I KIGALI  
MU RWANDA KU WA 11 UGUSHYINGO  
2014, HAGATI YA REPUBULIKA Y'U  
RWANDA N'IKIGEGA  
MPUZAMAHANGA GITSURA  
AMAJYAMBERE (IDA),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI MIRONGO  
ITANDATU N'ESHANU N'IBIHUMBI  
MAGANA CYENDA Z'AMADETESI  
(65.900.000 DTS) AGENEWE GAHUNDA  
Y'IMIYOBORERE Y'INZEGO ZA LETA

PRESIDENTIAL ORDER N°162/01 OF  
09/12/2014 ON THE RATIFICATION OF  
THE FINANCING AGREEMENT SIGNED  
IN KIGALI, RWANDA ON 11  
NOVEMBER 2014, BETWEEN THE  
REPUBLIC OF RWANDA AND THE  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION (IDA), RELATING TO  
THE CREDIT OF SIXTY FIVE MILLION  
NINE HUNDRED THOUSAND SPECIAL  
DRAWING RIGHTS (SDR 65,900,000)  
FOR THE PUBLIC SECTOR  
GOVERNANCE PROGRAM FOR  
RESULTS

ARRETE PRESIDENTIEL N°162/01 DU  
09/12/2014 PORTANT RATIFICATION  
DE L'ACCORD DE FINANCEMENT  
SIGNE A KIGALI, AU RWANDA LE 11  
NOVEMBRE 2014, ENTRE LA  
REPUBLIQUE DU RWANDA ET  
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DEVELOPPEMENT (IDA), RELATIF AU  
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MILLIONS NEUF CENT MILLE DROITS  
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Ingingo ya 3 : Igihe iteka ritangira  
gukurikizwa

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Article 3 : Entrée en vigueur

**ITEKA RYA PEREZIDA N°162/01 RYO KU WA 09/12/2014 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 11 UGUSHYINGO 2014, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ESHANU N'IBIHUMBI MAGANA CYENDA Z'AMADETESI (65.900.000 DTS) AGENEWE GAHUNDA Y'IMIYOBORERE Y'INZEGO ZA LETA**

**Twebwe, KAGAME Paul,**  
Perezidawa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 98, iya 112, iya 121, iya 189, iya 190 n'iya 201;

Dushingiye ku Itegeko n° 38/2014 ryo ku wa 09/12/2014 ryemerera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda

**PRESIDENTIAL ORDER N°162/01 OF 09/12/2014 ON THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 11 NOVEMBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF SIXTY FIVE MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 65,900,000) FOR THE PUBLIC SECTOR GOVERNANCE PROGRAM FOR RESULTS**

**We, KAGAME Paul,**  
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003 as amended to date, especially in Articles 98, 112, 121, 189, 190 and 201;

Pursuant to Law n°38/2014 of 09/12/2014 authorising the ratification of the Financing Agreement signed in Kigali, Rwanda on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the public sector governance program for

**ARRETE PRESIDENTIEL N°162/01 DU 09/12/2014 PORTANT RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 11 NOVEMBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE SOIXANTE-CINQ MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPECIAUX (65.900.000 DTS) POUR LE PROGRAMME DE GOUVERNANCE DU SECTEUR PUBLIC**

**Nous, KAGAME Paul,**  
Président de la République;

Vu la Constitution de la République du Rwanda du 04 juin 2003 telle que révisée à ce jour, spécialement en ses articles 98, 112, 121, 189, 190 et 201 ;

Vu la Loi n°38/2014 du 09/12/2014 autorisant la ratification de l'Accord de financement signé à Kigali, au Rwanda le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de gouvernance du secteur public;

z'amadetsi (65.900.000 DTS) agenewe results;  
gahunda y'imiyoborere y'inzego za Leta;

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda z'amadetsi (65.900.000 DTS) agenewe gahunda y'imiyoborere y'inzego za Leta;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE :**

**Ingingo ya mbere : Kwemeza burundu**

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 11 Ugushyingo 2014, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu n'eshanu n'ibihumbi magana cyenda z'amadetsi (65.900.000 DTS) agenewe gahunda y'imiyoborere y'inzego za Leta.

Considering the Financing Agreement signed in Kigali, Rwanda on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the public sector governance program for results;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

**HAVE ORDERED AND HEREBY ORDER:**

**Article One : Ratification**

The Financing Agreement signed in Kigali, Rwanda on 11 November 2014, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of sixty five million nine hundred thousand Special Drawing Rights (SDR 65,900,000) for the public sector governance program for results, is hereby ratified and becomes fully effective.

Considérant l'Accord de financement signé à Kigali, au Rwanda le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de gouvernance du secteur public;

Sur proposition du Ministre des Finances et de la Planification Economique ;

Après examen et adoption par le Conseil des Ministres;

**AVONS ARRETE ET ARRETONS:**

**Article premier : Ratification**

L'Accord de financement signé à Kigali, au Rwanda le 11 novembre 2014, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de soixante-cinq millions neuf cent mille Droits de Tirage Spéciaux (65.900.000 DTS) pour le programme de gouvernance du secteur public, est ratifié et sort son plein et entier effet.

**Ingingo ya 2 : Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ubutegetsi bw'igihugu na Minisitiri w'Abakozi ba Leta n'Umurimo basabwe kubahiriza iri teka.

**Ingingo ya 3 : Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa **09/12/2014**

**Article 2 : Authorities responsible for the implementation of this Order**

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation, the Minister of Local Government and the Minister of Public Service and Labour are entrusted with the implementation of this Order.

**Article 3 : Commencement**

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **09/12/2014**

**Article 2 : Autorités chargées de l'exécution du présent arrêté**

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération, le Ministre de l'Administration Locale et le Ministre de la Fonction Publique et du Travail sont chargés de l'exécution du présent arrêté.

**Article 3 : Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika  
(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya  
Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya  
Leta

**Seen and sealed with the Seal of the  
Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

ITEKA RYA PEREZIDA N° 163/01 RYO KU WA 09/12/2014 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KUWA 01 UKWAKIRA 2014, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE IHAGARARIYE IKIGEGA GISHINZWE IBIDUKIKIJE KU RWEGO RW'ISI (GEF), YEREKERANYE N'IMPANO INGANA NA MILIYONI ESHANU N'IBIHUMBI MAGANA ANE NA MIRONGO INANI NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (5.487.000 USD), AGENEWE UMUSHINGA UGAMIJE KUGARURA ISHUSHO KAMERE Y'AMASHAMBA NO KUYABUNGABUNGA

PRESIDENTIAL ORDER N°163/01 OF 09/12/2014 ON THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 01 OCTOBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY (GEF), RELATING TO THE GRANT OF FIVE MILLION FOUR HUNDRED EIGHTY SEVEN THOUSAND UNITED STATES DOLLARS (USD 5,487,000) FOR THE LANDSCAPE APPROACH TO FOREST RESTORATION AND CONSERVATION PROJECT

ARRETE PRESIDENTIEL N°163/01 DU 09/12/2014 PORTANT RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 01 OCTOBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL (GEF), RELATIF AU DON DE CINQ MILLIONS QUATRE CENT QUATRE-VINGT-SEPT MILLE DOLLARS AMERICAINS (5.487.000 USD) POUR LE PROJET D'APPROCHE PAYSAGERE DE LA RESTAURATION ET CONSERVATION DES FORETS

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**Twebwe, KAGAME Paul,**  
PerezidawaRepubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo ku wa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 98, iya 112, iya 121, iya 189, iya 190 n'iya 201;

Dushingiye ku Itegeko n° 39/2014 ryo ku wa 09/12/2014 ryemerera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda kuwa 01 Ukwakira 2013 hagati ya Repubulika y'u

**PRESIDENTIAL ORDER N°163/01 OF 09/12/2014 ON THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 01 OCTOBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS AN IMPLEMENTING AGENCY OF THE GLOBAL ENVIRONMENT FACILITY (GEF), RELATING TO THE GRANT OF FIVE MILLION FOUR HUNDRED EIGHTY SEVEN THOUSAND UNITED STATES DOLLARS (USD 5,487,000) FOR THE LANDSCAPE APPROACH TO FOREST RESTORATION AND CONSERVATION PROJECT**

**We, KAGAME Paul,**  
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003 as amended to date, especially in Articles 98, 112, 121, 189, 190 and 201;

Pursuant to Law n° 39/2014 of 09/12/2014 authorising the ratification of the Grant Agreement signed in Kigali, Rwanda on 01 October 2014, between the Republic of Rwanda and the International Bank For

**ARRETE PRESIDENTIEL N°163/01 DU 09/12/2014 PORTANT RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 01 OCTOBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU FONDS POUR L'ENVIRONNEMENT MONDIAL (GEF), RELATIF AU DON DE CINQ MILLIONS QUATRE CENT QUATRE-VINGT-SEPT MILLE DOLLARS AMERICAINS (5.487.000 USD) POUR LE PROJET D'APPROCHE PAYSAGERE DE LA RESTAURATION ET CONSERVATION DES FORETS**

**Nous, KAGAME Paul,**  
Président de la République;

Vu la Constitution de la République du Rwanda du 04 juin 2003 telle que révisée à ce jour, spécialement en ses articles 98, 112, 121, 189, 190 et 201 ;

Vu la Loi n°39/2014 du 09/12/2014 autorisant la ratification de l'Accord de don signé à Kigali, au Rwanda le 01 octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le



Rwanda na Banki Mpuzamahanga Igamije Gusana no Guteza Imbere Ibihugu ihagarariye Ikigega Gishinzwe Ibidukikiye kurwego rw'isi (GEF), yerekeranye n'impano ingana miliyoni eshanu n'ibihumbi magana ane na mirongo inani na zirindwi z'amadolari y'abanyamerika (5.487.000 USD) agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungabunga;

Tumaze kubona amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda kuwa 01 Ukwakira 2013 hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga Igamije Gusana no Guteza Imbere Ibihugu ihagarariye Ikigega Gishinzwe Ibidukikiye kurwego rw'isi (GEF), yerekeranye n'impano ingana miliyoni eshanu n'ibihumbi magana ane na mirongo inani na zirindwi z'amadolari y'abanyamerika (5.487.000 USD) agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungabunga;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE:**

**Ingingo ya mbere : Kwemeza burundu**

Amasezerano y'impano yashyiriweho

Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility (GEF), relating to the grant of five million four hundred eighty seven thousand American dollars (USD 5,487,000) for the landscape approach to forest restoration and conservation Project;

Considering the Grant Agreement signed in Kigali, Rwanda on 01 October 2014, between the Republic of Rwanda and the International Bank For Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility (GEF), relating to the grant of five million four hundred eighty seven thousand American dollars (USD 5,487,000) for the landscape approach to forest restoration and conservation Project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

**HAVE ORDERED AND HEREBY ORDER:**

**Article One : Ratification**

The Grant Agreement signed in Kigali,

Développement agissant en qualité d'Agence d'exécution du Fonds pour l'Environnement Mondial (GEF), relatif au don de cinq millions quatre cent quatre-vingt-sept mille dollars américains (5.487.000 USD) pour le Projet d'approche paysagère de la restauration et conservation des forêts;

Considérant l'Accord de don signé à Kigali, au Rwanda le 01 octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'Agence d'exécution du Fonds pour l'Environnement Mondial (GEF), relatif au don de cinq millions quatre cent quatre-vingt-sept mille dollars américains (5.487.000 USD) pour le Projet d'approche paysagère de la restauration et conservation des forêts;

Sur proposition du Ministre des Finances et de la Planification Economique ;

Après examen et adoption par le Conseil des Ministres;

**AVONS ARRETE ET ARRETONS:**

**Article premier : Ratification**

L'Accord de don signé à Kigali, au Rwanda le

umukono i Kigali mu Rwanda kuwa 01 Ukwakira 2013 hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga Igamije Gusana no Guteza Imbere Ibihugu ihagarariye Ikigega Gishinzwe Idukikiye kurwego rw'isi (GEF), yerekeranye n'impano ingana miliyoni eshanu n'ibihumbi magana ane na mirongo inani na zirindwi z'amadolari y'abanyamerika (5.487.000 USD) agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungabunga yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

**Ingingo ya 2 : Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Umutungo Kamere basabwe kubahiriza iri teka.

**Ingingo ya 3 : Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Rwanda on 01 October 2014, between the Republic of Rwanda and the International Bank For Reconstruction and Development acting as an Implementing Agency of the Global Environment Facility (GEF), relating to the grant of five million four hundred eighty seven thousand American dollars (USD 5,487,000) for the landscape approach to forest restoration and conservation Project is hereby ratified and becomes fully effective.

**Article 2: Authorities responsible for the implementation of this Order**

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation and the Minister of Natural Resources are entrusted with the implementation of this Order.

**Article 3 : Commencement**

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

01 octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'Agence d'exécution du Fonds pour l'Environnement Mondial (GEF), relatif au don de cinq millions quatre cent quatre-vingt-sept mille dollars américains (5.487.000 USD) pour le Projet d'approche paysagère de la restauration et conservation des forêts est ratifié et sort son plein et entier effet.

**Article 2 : Autorités chargées de l'exécution du présent arrêté**

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération et le Ministre des Ressources naturelles sont chargés de l'exécution du présent arrêté.

**Article 3 : Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, ku wa **09/12/2014**

Kigali, on **09/12/2014**

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)  
**MUREKEZI Anastase**  
Prime Minister

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya  
Repubulika:**

**Seen and sealed with the Seal of the  
Republic:**

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Minisitiriw'Ubutabera/Intumwa Nkuru ya  
Leta

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux

ITEKA RYA PEREZIDA N° 164/01 RYO KU WA 09/12/2014 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KUWA 01 UKWAKIRA 2014, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE IHAGARARIYE IKIGEGA CY'IBIHUGU BIKIRI MU NZIRA Y'AMAJYAMBERE, YEREKERANYE N'IMPANOINGANA NA MILIYONI ENYE N'IBIHUMBI MIRONGO INE NA BITANU Z'AMADOLARI Y'ABANYAMERIKA (4.045.000 USD), AGENEWE UMUSHINGA UGAMIJE KUGARURA ISHUSHO KAMERE Y'AMASHAMBA NO KUYABUNGABUNGA

PRESIDENTIAL ORDER N°164/01 OF 09/12/2014 ON THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 01 OCTOBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS ADMINISTRATOR OF THE LEAST DEVELOPED COUNTRY FUND, RELATING TO THE GRANT OF FOUR MILLION FORTY FIVE THOUSAND AMERICAN DOLLARS (USD 4,045,000) FOR THE LANDSCAPE APPROACH TO FOREST RESTORATION AND CONSERVATION PROJECT

ARRETE PRESIDENTIEL N°164/01 DU 09/12/2014 PORTANT RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 01 OCTOBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS DES PAYS LES MOINS AVANCES, RELATIF AU DON DE QUATRE MILLIONS QUARANTE-CINQ MILLE DOLLARS AMERICAINS (4.045.000 USD) POUR LE PROJET D'APPROCHE PAYSAGERE DE LA RESTAURATION ET CONSERVATION DES FORETS

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**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo ku wa 04 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 98, iya 112, iya 121, iya 189, iya 190 n'ya 201;

Dushingiye ku Itegeko n° 40/2014 ryo ku wa 09/12/2014 ryemerera kwemeza burundu

**PRESIDENTIAL ORDER N°164/01 OF 09/12/2014 ON THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA ON 01 OCTOBER 2014, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ACTING AS ADMINISTRATOR OF THE LEAST DEVELOPED COUNTRY FUND, RELATING TO THE GRANT OF FOUR MILLION FORTY FIVE THOUSAND AMERICAN DOLLARS (USD 4,045,000) FOR THE LANDSCAPE APPROACH TO FOREST RESTORATION AND CONSERVATION PROJECT**

**We, KAGAME Paul,**  
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003 as amended to date, especially in Articles 98, 112, 121, 189, 190 and 201;

Pursuant to Law n° 40/2014 of 09/12/2014

**ARRETE PRESIDENTIEL N°164/01 DU 09/12/2014 PORTANT RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA LE 01 OCTOBRE 2014, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS DES PAYS LES MOINS AVANCES, RELATIF AU DON DE QUATRE MILLIONS QUARANTE-CINQ MILLE DOLLARS AMERICAINS (4.045.000 USD) POUR LE PROJET D'APPROCHE PAYSAGERE DE LA RESTAURATION ET CONSERVATION DES FORETS**

**Nous, KAGAME Paul,**  
Président de la République;

Vu la Constitution de la République du Rwanda du 04 juin 2003 telle que révisée à ce jour, spécialement en ses articles 98, 112, 121, 189, 190 et 201 ;

Vu la Loi n°40/2014 du 09/12/2014 autorisant la

amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 01 Ukwakira 2013 hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga Igamije Gusana no Guteza Imbere Ibihugu ihagarariye Ikigega cy'Ibihugu Bikiri mu Nzira y'Amajyambere, yerekeranye n' impano ingana na miliyoni enye n'ibihumbi mirongo ine na bitanu z'amadolari y'abanyamerika (4.045.000 USD), agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungunga;

Tumaze kubona amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 01 Ukwakira 2013 hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga Igamije Gusana no Guteza Imbere Ibihugu ihagarariye Ikigega cy'Ibihugu Bikiri mu Nzira y'Amajyambere, yerekeranye n' impano ingana na miliyoni enye n'ibihumbi mirongo ine na bitanu z'amadolari y'abanyamerika (4.045.000 USD), agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungunga;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE:**

authorising the ratification of the Grant Agreement signed in Kigali, Rwanda on 01 October 2014, between the Republic of Rwanda and the International Bank For Reconstruction and Development acting as administrator of the Least Developed Country Fund, relating to the grant of four million forty five thousand American dollars (USD 4.045.000) for the landscape approach to forest restoration and conservation Project;

Considering the Grant Agreement signed in Kigali, Rwanda on 01 October 2014, between the Republic of Rwanda and the International Bank For Reconstruction and Development acting as administrator of the Least Developed Country Fund, relating to the grant of four million forty five thousand American dollars (USD 4.045.000) for the landscape approach to forest restoration and conservation Project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

**HAVE ORDERED AND HEREBY ORDER:**

ratification de l'Accord de don signé à Kigali, au Rwanda le 01 octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'administrateur du Fonds des Pays les Moins Avancés, relatif au don de quatre millions quarante-cinq mille dollars américains (4.045.000 USD) pour le Projet d'approche paysagère de la restauration et conservation des forêts;

Considérant l'Accord de don signé à Kigali, au Rwanda le 01 octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'administrateur du Fonds des Pays les Moins Avancés, relatif au don de quatre millions quarante-cinq mille dollars américains (4.045.000 USD) pour le Projet d'approche paysagère de la restauration et conservation des forêts;

Sur proposition du Ministre des Finances et de la Planification Economique ;

Après examen et adoption par le Conseil des Ministres;

**AVONS ARRETE ET ARRETONS:**

**Ingingo ya mbere : Kwemeza burundu**

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 01 Ukwakira 2013 hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga Igamije Gusana no Guteza Imbere Ibihugu ihagarariye Ikigega cy'Ibihugu Bikiri mu Nzira y'Amajyambere, yerekeranye n'impano ingana na miliyoni enye n'ibihumbi mirongo ine na bitanu z'amadolari y'abanyamerika (4.045.000 USD), agenewe umushinga ugamije kugarura ishusho kamere y'amashyamba no kuyabungabunga, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

**Ingingo ya 2 : Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Umutungo Kamere basabwe kubahiriza iri teka.

**Ingingo ya 3 :Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, ku wa **09/12/2014**

**Article One : Ratification**

The Grant Agreement signed in Kigali, Rwanda on 01 October 2014, between the Republic of Rwanda and the International Bank For Reconstruction and Development acting as administrator of the Least Developed Country Fund, relating to the grant of four million forty five thousand American dollars (USD 4.045.000) for the landscape approach to forest restoration and conservation Project, is hereby ratified and becomes fully effective.

**Article 2 : Authorities responsible for the implementation of this Order**

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation and the Minister of Natural Resources are entrusted with the implementation of this Order.

**Article 3 : Commencement**

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on **09/12/2014**

**Article premier : Ratification**

L'Accord de don signé à Kigali, au Rwanda le 01 octobre 2014, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement agissant en qualité d'administrateur du Fonds des Pays les Moins Avancés, relatif au don de quatre millions quarante-cinq mille dollars américains (4.045.000 USD) pour le Projet d'approche paysagère de la restauration et conservation des forêts, est ratifié et sort son plein et entier effet.

**Article 2 : Autorités chargées de l'exécution du présent arrêté**

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères et de la Coopération et le Ministre des Ressources naturelles sont chargés de l'exécution du présent arrêté.

**Article 3 : Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)  
**MUREKEZI Anastase**  
Prime Minister

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya  
Repubulika:**

**Seen and sealed with the Seal of the Republic:**

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya  
Leta

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/ Garde des Sceaux



ITEKA RYA PEREZIDA N°165/01 RYO  
KU WA 09/12/2014 RISHYIRAHU INOTI  
NSHYA Y'IBIHUMBI BIBIRI  
BY'AMAFARANGA Y'U RWANDA (2000  
FRW) N'IY'IBIHUMBI BITANU  
BY'AMAFARANGA Y'U RWANDA  
(5000FRW) ZIFITE AGACIRO MU  
RWANDA

PRESIDENTIAL ORDER N°165/01  
OF 09/12/2014. ISSUING NEW BANKNOTES  
OF TWO THOUSAND RWANDAN FRANCS  
(2000 RWF) AND FIVE THOUSAND  
RWANDAN FRANCS (5000 RWF) WHICH  
ARE LEGAL TENDER IN RWANDA

ARRETE PRESIDENTIEL N°165/01 DU  
09/12/2014 PORTANT EMISSION DE  
NOUVEAUX BILLETS DE BANQUE DE  
DEUX MILLE FRANCS RWANDAIS  
(2000 FRW) ET DE CINQ MILLE  
FRANCS RWANDAIS (5000 FRW)  
AYANT COURS LEGAL AU RWANDA

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**ITEKA RYA PEREZIDA N°165/01 RYO  
KU WA 09/12/2014 RISHYIRAHU INOTI  
NSHYA Y'IBIHUMBI BIBIRI  
BY'AMAFARANGA Y'U RWANDA (2000  
FRW) N'IY'IBIHUMBI BITANU  
BY'AMAFARANGA Y'U RWANDA  
(5000FRW)ZIFITE AGACIRO MU  
RWANDA**

**Twebwe, KAGAME Paul,**  
PerezidawaRepubulika;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo ku wa04 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo, iya 111, iya 112, iya 113, iya 121 n'ya 201 ;

Dushingiye ku Itegeko n° 55/2007 ryo ku wa 30/11/2007 rigenga Banki Nkuru y'u Rwanda, cyane cyane mu ngingo zaryo, iya 6, iya 34, iya 35 n'ya 36;

Bisabwe na Minisitiri w'Imari n'Igenamigambi ;

Inama y'Abaminisitiri yateranye ku wa12 Ugushyingo 2014 imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE :**

**PRESIDENTIAL ORDER N°165/01 OF  
09/12/2014 ISSUING NEW BANKNOTES OF  
TWO THOUSAND RWANDAN FRANCS (2000  
RWF) AND FIVE THOUSAND RWANDAN  
FRANCS (5000 RWF) WHICH ARE LEGAL  
TENDER IN RWANDA**

**We, KAGAME Paul,**  
President of the Republic;

Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003 as amended to date, especially in Articles 111, 112, 113, 121 and 201;

Pursuant to Law n° 55/2007 of 30/11/2007 governing the Central Bank of Rwanda, especially in Articles 6 ,34, 35 and 36;

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet, in its session of 12 November 2014;

**HAVE ORDERED AND HEREBY ORDER:**

**ARRETE PRESIDENTIEL N° 165/01 DU  
09/12/2014 PORTANT EMISSION DE  
NOUVEAUX BILLETS DE BANQUE DE  
DEUX MILLE FRANCS RWANDAIS  
(2000 FRW) ET DE CINQ MILLE  
FRANCS RWANDAIS (5000 FRW)  
AYANT COURS LEGAL AU RWANDA**

**Nous, KAGAME Paul,**  
Président de la République;

Vu la Constitution de la République du Rwanda du 04 juin 2003 telle que révisée à ce jour, spécialement en ses articles 111, 112, 113, 121 et 201 ;

Vu la Loi n° 55/2007 du 30/11/2007 régissant la Banque Nationale du Rwanda, spécialement en ses articles 6, 34,35 et 36 ;

Sur proposition du Ministre des Finances et de la Planification Economique ;

Après examen et adoption par le Conseil des Ministres en sa séance du 12 novembre 2014;

**AVONS ARRETE ET ARRETONS :**

**Ingingo ya mbere: Ishyirwaho ry'inoti nshya n'ibimenyetso biziranga**

Inoti nshya y'amafaranga y'u Rwanda ibihumbi bibiri (2000 Frw) n'ibihumbi bitanu (5000Frw) zishyizweho na Banki Nkuru y'u Rwanda kandi zifite ibimenyetso by'ingenzi bisobanuwe mu mugereka w'iri teka zikaba zifite agaciro mu Rwanda.

**Ingingoya 2 : Ikoreshwary'inotinshya**

Inoti nshya z'amafaranga y'u Rwanda ibihumbi bibiri (2000 Frw) n'ibihumbi bitanu (5000 Frw) zizakoreshwa hamwe n'inoti zisanzeho z'amafaranga y'u Rwanda ibihumbi bibiri (2000Frw), ibihumbi bitanu (5000Frw), igihumbi (1000 Frw) na magana atanu (500 Frw) kandi zifite agaciro mu Rwanda.

**Ingingo ya 3 : Abashinzwe ku bahiriza iri teka**

Minisitiri w'Intebe na Minisitiri w'Imari n'Igenamigambi basabwe kubahiriza iri teka.

**Ingingo ya 4 : Ivanwaho ry'ingingo zinyuraniye n'iri teka**

Ingingo zose z'amateka abanziriza iri kandi

**Article One: Issuance of new banknotes and their characteristics**

The new banknotes of two thousand Rwandan francs (2000RwF) and five thousand Rwandan francs(5000RwF) issued by the National Bank of Rwanda and whose principal characteristics are specified in the annex to this Order are hereby given legal tender in Rwanda.

**Article 2:Circulation of the new banknotes**

The new banknotes of two thousand Rwandan francs (2000 RwF) and the one of five thousand Rwandan francs (5000 RwF) shall be circulating together with the existing banknotes of two thousand Rwandan francs (2000RwF), five thousand Rwandan francs (5000RwF), one thousand Rwandan francs (1000 RwF) and five hundred Rwandan francs (500 RwF) which are in circulation and with legal tender in Rwanda.

**Article 3 : Authorities responsible for the implementation of this Order**

The Prime Minister and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

**Article 4: Repealing provision**

All prior provisions contrary to this Order are

**Article premier: Emission de nouveaux billets de banque et leurs caractéristiques**

Les nouveaux billets de banque de deux mille francs rwandais (2000Frw) et de cinq mille francs rwandais (5000 Frw) émis par la Banque Nationale du Rwanda et dont les caractéristiques sont spécifiées à l'annexe du présent arrêté ont cours légal au Rwanda.

**Article 2 : Circulation des nouveaux billets de banque**

Les nouveaux billets de banque de deux mille francs rwandais (2000Frw) et celui de cinq mille francs rwandais (5000 Frw) circuleront ensemble avec les billets de banque de deux mille francs rwandais (2000Frw), cinq mille francs rwandais (5000Frw), mille francs rwandais (1000Frw) et cinq cents francs rwandais (500 Frw) actuellement en circulation et ayant cours légal au Rwanda.

**Article 3 : Autorités chargées de l'exécution du présent arrêté**

Le Premier Ministre et le Ministre des Finances et de la Planification Economique sont chargés de l'exécution du présent arrêté.

**Article 4 : Disposition abrogatoire**

Toutes les dispositions antérieures contraires

zinyuranyije na ryo zivanyweho.

hereby repealed.

au présent arrêté sont abrogées.

**Ingingo ya 5 : Igihe iteka ritangira gukurikizwa**

**Article 5 : Commencement**

**Article 5 : Entrée en vigueur**

Iri teka ritangira gukurikizwa ku munsiri tangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, kuwa **09/12/2014**

Kigali, on **09/12/2014**

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezidawa Repubulika

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

(sé)  
**MUREKEZI Anastase**  
Prime Minister

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

**Seen and sealed with the Seal of the Republic:**

**Vu et scellé du Sceau de la République:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice/Garde de Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA  
N°165/01 RYO KUWA 09/12/2014  
RISHYIRAHU INOTI NSHYA Y'IBIHUMBI  
BIBIRI BY'AMAFARANGA Y'U RWANDA  
(2000FRW) N'IY'IBIHUMBI BITANU  
(5000FRW) BY'AMAFARANGA Y'U  
RWANDA ZIFITE AGACIRO MU RWANDA

ANNEX TO PRESIDENTIAL ORDER N°165/01 OF  
09/12/2014 ISSUING NEW BANKNOTES OF TWO  
THOUSAND RWANDAN FRANCS (2000RWF) AND  
FIVE THOUSAND RWANDAN FRANCS (5000FRW)  
WHICH ARE LEGAL TENDER IN RWANDA

ANNEXE A L'ARRETE PRESIDENTIEL  
N°165/01 DU 09/12/2014 PORTANT  
EMISSION DE NOUVEAUX BILLETS DE  
BANQUE DE DEUX MILLE FRANCS  
RWANDAIS (2000FRW) ET DE CINQ  
MILLE FRANCS RWANDAIS (5000FRW)  
AYANT COURS LEGAL AU RWANDA

**A. IBIRANGA INOTI NSHYA**  
**Y'AMAFARANGA IBIHUMBI BIBIRI**

- Uko ingana: 142 mm x 72 mm
- Ishusho igaragara muri iyo noti:  
Ikirangantego cya Repubulika y'u Rwanda  
n'inyuguti "BNR" hepfo yacyo
- Ibara ryiganjemo: Umwura ucyeye.

**1. Imbere**

**a) Amagambo**

- "BANKI NKURU Y'U RWANDA" yanditse mu ruhande rwo hejuru;
- "AMAFARANGA IBIHUMBI BIBIRI" yanditse mu ruhande rwo hepfo.
- "Iyi noti yemewe n'amategeko" yanditse hejuru y'amagambo "AMAFARANGA IBIHUMBI BIBIRI"

**A. SPECIFICATIONS OF THE NEW**  
**BANKNOTE OF TWO THOUSAND FRANCS**

- Size: 142 mm x 72 mm
- Watermark: Coat of arms of the Republic of Rwanda and an electrotpe representing the logo "BNR" below
- Dominant Colour: Clear Violet.

**1. Front**

**a) Wording**

- "BANKI NKURU Y'U RWANDA" printed on the upper part.
- "AMAFARANGA IBIHUMBI BIBIRI" printed in the lower part.
- "Iyi noti yemewe n'amategeko" printed above the words "AMAFARANGA IBIHUMBI BIBIRI"

**A. DESCRIPTIONS DU NOUVEAU**  
**BILLET DE DEUX MILLE FRANCS**

- Dimension: 142 mm x 72 mm
- Filigrane: Armoiries de la République du Rwanda avec un « électrotpe » représentant les lettres « BNR » en dessous.
- Couleur dominante : Violette claire.

**1. Recto**

**a) Mentions**

- "BANKI NKURU Y'U RWANDA" imprimée à la partie supérieure ;
- "AMAFARANGA IBIHUMBI BIBIRI" imprimée à la partie inférieure.
- "Iyi noti yemewe n'amategeko" imprimée au-dessus des mots "AMAFARANGA IBIHUMBI BIBIRI"

**b) Ibindi bimenyetso**

- Igishushanyo kigaragara: Umunara uri ku musozi, ufasha mu itumanaho;
- agaciro k'inoti mu mibare itambitse muri buri nguni uretse mu ruhande rwo hejuru ibumoso;
- igishushanyo gihinguranya inoti mu nguni y'ibumoso hejuru kigizwe n'umubare "2000" bitewe n'icyerekezo uyifashemo;
- itariki inoti yakoreweho hepfo y'umukono w'Umuyobozi wa Banki Wungirije;
- numero y'inoti mu ibara ry'umukara itambitse mu nguni yo hejuru ibumoso no mu nguni yo hepfo iburyo;
- umukono w'Umuyobozi wa Banki n'uw'Umuyobozi Wungirije ku ruhande rwo hejuru itandukanyijwe hagati n'umunara w'itumanaho;
- igishushanyo cya mpande eshatu gihinduranya amabara atatu ukurikije icyerekezo uganishijemo inoti;
- imibare igize agaciro k'inoti ifite urunyurane rw'amabara. Buri mubare ukagira ibara ryawo ukurikije icyerekezo inoti ifashwemo;

**b) Other characteristics**

- The principal design: a telecommunication antenna placed on hill ;
- the face value of the note is written horizontally in each corner except the one of upper left;
- the transparent image of the number "2000" in upper left corner depending on the disposition of the note;
- the date the note was issued printed under the Vice Governor's signature;
- serial number of the note printed horizontally in black color in the upper left corner and lower right corner;
- the Governor's signature and the one of the Vice-Governor separated by the telecommunication antenna ;
- a triangular figure interchanging in three different colors depending on the disposition of the note;
- the figures forming the face value of the note in multicolor. The color of each figure is different from the other account holding the disposition of the note;

**b) Autres caractéristiques**

- l'image principale: une antenne de télécommunication installée sur la montagne ;
- la valeur faciale du billet inscrite horizontalement dans chaque coin à l'exception de la partie supérieure gauche ;
- l'image transparente du nombre "2000" dans le coin supérieur gauche selon la disposition du billet ;
- la date d'émission du billet en dessous de la signature du Vice –Gouverneur;
- le numéro du billet inscrit horizontalement en couleur noire dans le coin supérieur à gauche et dans le coin inférieur droit;
- la signature du Gouverneur et celle du Vice-Gouverneur séparées par une antenne de télécommunication;
- une figure de forme triangulaire changeant en trois différentes couleurs compte tenu de la position dans laquelle le billet est tenu;
- les chiffres constituant la valeur faciale du billet en multicolore. La couleur de chaque chiffre est différente de l'autre compte tenu de la position dans laquelle le billet est tenu ;

- |   |  |   |
|---|--|---|
| <ul style="list-style-type: none"><li>- ishusho y'agaseke ifite ibara risa na zahabu igihe inoti ifashwe itambitse yahindura icyerekezo igafata ibara ry'icyatsi kibisi;</li><li>- udusapfu tubengerana dukwirakwiye kuri buri ruhande rw'inoti tugaragara ku rumuri "Ultraviolet";</li><li>- itariki inoti yakoreweho : 01.12.2014</li></ul> | <ul style="list-style-type: none"><li>- the image of a basket of golden color when the note is held horizontally and changing to green when changing position;</li><li>- invisible fibres scattered on each side of the note fluorescent under ultraviolet light;</li><li>- the date of issue: 01.12.2014.</li></ul> | <ul style="list-style-type: none"><li>- l'image d'un panier de la couleur dorée quand le billet est tenu horizontalement et changeant en couleur verte quand on change sa position ;</li><li>- des fibres invisibles éparpillées sur chaque côté du billet fluorescentes sous la lumière ultraviolette ;</li><li>- la date d'émission du billet: 01.12.2014</li></ul> |
|---|--|---|

## 2. Inyuma

### a) Amagambo

- "NATIONAL BANK OF RWANDA" yanditse ku ruhande rwo hejuru;
- "THIS NOTE IS LEGAL TENDER" yanditse muni y'amagambo "NATIONAL BANK OF RWANDA"
- "TWO THOUSAND FRANCS" yanditse muni y'amagambo " THIS NOTE IS LEGAL TENDER"

### b ) Ibindi bimenyetso

- intete z'ikawa yasukuriwe mu ruganda;
- agaciro k'inoti mu mibare itambitse mu nguni yo hejuru ibumoso n'iyonyo hepfo iburyo;

## 2. Back

### a) Wording

- "NATIONAL BANK OF RWANDA" printed on the upper part;
- "THIS NOTE IS LEGAL TENDER" printed under the words "NATIONAL BANK OF RWANDA"
- "TWO THOUSAND FRANCS" printed just under the words " THIS NOTE IS LEGAL TENDER"

### b) Other characteristics

- coffee beans cleaned in industry;
- the face value of the note written horizontally in the upper left corner and in the right lower corner;

## 2. Verso

### a) Mentions

- "NATIONAL BANK OF RWANDA" imprimée à la partie supérieure ;
- "THIS NOTE IS LEGAL TENDER" imprimée en dessous des mots "NATIONAL BANK OF RWANDA";
- "TWO THOUSAND FRANCS" imprimée juste en dessous de mots "THIS NOTE IS LEGAL TENDER"

### b) Autres caractéristiques

- les grains de café lavés à l'industrie ;
- la valeur faciale du billet inscrite horizontalement dans le coin supérieur gauche et dans le coin inférieur droit;

- |  |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>- igishushanyo gihinguranya inoti mu nguni y'iburyo hejuru kigizwe n'umubare ucuitse wa 2000 bitewe n'icyerekezo uyifashemo;</li> </ul> | <ul style="list-style-type: none"> <li>- the transparent image on the note in upper right composed by reversed number of "2000" depending on the disposition of the banknote;</li> </ul>     | <ul style="list-style-type: none"> <li>- l'image transparente sur le billet dans le coin supérieur à droite composé du nombre renversé de "2000" selon la disposition du billet;</li> </ul>          |
| <ul style="list-style-type: none"> <li>- agashumi gacikaguritse kandi kabengerana kagaragaza inyuguti "BNR" gasa nakanyura mu noti iruhande rw'ibumoso.</li> </ul>             | <ul style="list-style-type: none"> <li>- a windowed security thread metallic stripe in which the micro text reads "BNR" along the wire, located on the left side of the banknote.</li> </ul> | <ul style="list-style-type: none"> <li>- un fil de sécurité fenêtré en bande métallisé dans lequel on lit le micro texte « BNR » tout le long du fil, situé à la partie gauche du billet.</li> </ul> |

**B. IBIRANGA INOTI NSHYA  
Y'AMAFARANGA IBIHUMBI BITANU**

- Uko ingana: 145 mm x 72mm;
- Ishusho igaragara muri iyo noti:  
Ikirangantego cya Repubulika y'u Rwanda n'inyuguti "BNR" muni yacyo;
- Ibara ryiganjemo: Ibihogo bijya gusa n'ibara rya roza.

**1. Imbere**

**a) Amagambo**

- "BANKI NKURU Y'U RWANDA" yanditse mu ruhande rwo hejuru;
- "Iyi noti yemewe n'amategeko" yanditse muni y'amagambo "BANKI NKURU Y'U RWANDA";

**B. SPECIFICATIONS OF THE BANKNOTE OF FIVE  
THOUSAND FRANCS**

- Size: 145mm x 72mm;
- Watermark: Coat of arms of the Republic of Rwanda and an electrotype representing the logo "BNR" below;
- Dominant Color: Lilac.

**1. Front**

**a) Wording**

- "BANKI NKURU Y'U RWANDA" printed on the upper part;
- "Iyi noti yemewe n'amategeko" printed below the words "BANKI NKURU Y'U RWANDA";

**B. DESCRIPTIONS DU NOUVEAU BILLET  
DE CINQ MILLE FRANCS**

- Dimension : 145 mm x 72mm ;
- Filigrane : Armoiries de la République du Rwanda avec un « électrotype » représentant les lettres « BNR » en dessous;
- Couleur dominante : Lilas.

**1. Recto**

**a) Mentions**

- "BANKI NKURU Y'U RWANDA" imprimée à la partie supérieure;
- "Iyi noti yemewe n'amategeko" imprimée en dessous des mots "BANKI NKURU Y'U RWANDA";



<p>- “AMAFARANGA IBIHUMBI BITANU” yanditse mu ruhande rwo hepfo.</p>	<p>- “AMAFARANGA IBIHUMBI BITANU” printed in the lower part.</p>	<p>- “AMAFARANGA IBIHUMBI BITANU” imprimée à la partie inférieure.</p>
<p><b>b)Ibindi bimenyetso</b></p>	<p><b>b) Other characteristics</b></p>	<p><b>b) Autres caractéristiques</b></p>
<p>- igishushanyo kigaragara: ingagi iri muri Pariki y’Ibirunga;</p>	<p>- principal picture: a gorilla in the Volcano National Park;</p>	<p>- l’image principale : un gorille dans le Parc National des Volcans;</p>
<p>- agaciro k’inoti mu mibare itambitse muri buri nguni uretse mu ruhande rwo hejuru iburyo;</p>	<p>- the face value is written in horizontal numbers in each corner except the one of upper right corner;</p>	<p>- la valeur faciale inscrite en nombres horizontaux dans chaque coin à l’exception du coin supérieur droit;</p>
<p>- igishushanyo gihinguranya inoti mu ruhande rw’ibumoso kigizwe n’umubare «5000» bitewe n’icyerekezo uyifashemo;</p>	<p>- the transparent image on the note in the left side composed by number « 5000»depending on the position of the banknote;</p>	<p>- l’image transparente sur le billet dans le côté gauche composé du nombre « 5000 »selon la position du billet;</p>
<p>- itariki inoti yakoreweho ibumoso bw’inoti hafi y’umukono w’ Umuyobozi wa Banki Wungirije;</p>	<p>-the date of issue printed near the Vice - Governor’s signature on left part of the banknote;</p>	<p>- la date d’émission près de la signature du Vice- Gouverneur au côté gauche du billet;</p>
<p>- inomeru y’inoti mu ibara ry’umukara itambitse mu nguni yo hejuru ibumoso no mu nguni yo hepfo iburyo, munsu y’umukono w’ Umuyobozi wa Banki ;</p>	<p>-serial numbers printed horizontally in black ink in the upper left corner and lower right corner under the Governor’s signature;</p>	<p>-le numéro du billet inscrit horizontalement en couleur noire dans le coin supérieur à gauche et dans le coin inférieur à droite en dessous de la signature du Gouverneur ;</p>
<p>- imibare igize agaciro k’inoti ifite urunyurane rw’amabara, buri mubare ukagira ibara ryawo ukurikije icyerekezo inoti ifashwemo;</p>	<p>-the figures forming the face value of the banknote are multicolor, the color of each figure is different from the other depending on the banknote’s position;</p>	<p>- les chiffres constituant la valeur faciale du billet sont en multicolore, la couleur de chaque chiffre est différente de l’autre compte tenu de la position dans laquelle le billet est tenu;</p>
<p>- ishusho y’ingagi ihinduranya amabara, ibara risa na zahabu rihinduka icyatsi kibisi ukurikije</p>	<p>- the image of gorilla changing colors, golden color changing to green color depending on the position of the</p>	<p>-l’image d’un gorille changeant de couleurs, de la couleur dorée changeant en couleur verte selon la position du billet ;</p>

icyerekezo inoti ifashwemo;	banknote;	
-udusapfu tubengerana dukwirakwiye kuri buri ruhande rw'inoti tugaragara ku rumuri "Ultraviolet";	- invisible fibres scattered on each side of the banknote fluorescent under ultraviolet light;	-des fibres invisibles éparpillées sur chaque côté du billet fluorescentes sous la lumière ultraviolette;
-itariki yakoreweho: 01.12.2014	- the date of issue: 01.12.2014	- la date d'émission: 01.12.2014
<b>2. <u>Inyuma</u></b>	<b>2. <u>Back</u></b>	<b>2. <u>Verso</u></b>
<b>a) Amagambo</b>	<b>a) Wording</b>	<b>a) Mentions</b>
- "NATIONAL BANK OF RWANDA" yanditse ku ruhande rwo hejuru;	- "NATIONAL BANK OF RWANDA" printed on the upper part;	- "NATIONAL BANK OF RWANDA" imprimée à la partie supérieure;
- "THIS NOTE IS LEGAL TENDER" yanditse muni y'amagambo "NATIONAL BANK OF RWANDA"	- "THIS NOTE IS LEGAL TENDER" printed under the words "NATIONAL BANK OF RWANDA"	- "THIS NOTE IS LEGAL TENDER" imprimée en dessous des mots "NATIONAL BANK OF RWANDA"
- "FIVE THOUSAND FRANCS" yanditse muni y'amagambo "THIS NOTE IS LEGAL TENDER".	- "FIVE THOUSAND FRANCS" printed just under the words "THIS NOTE IS LEGAL TENDER".	- "FIVE THOUSAND FRANCS" imprimée juste en dessous des mentions "THIS NOTE IS LEGAL TENDER".
<b>b) Ibindi bimenyetso</b>	<b>b) Other characteristics</b>	<b>b) Autres caractéristiques</b>
- igishushanyo kigaragara: Agaseke kanini n'agato;	- the principal design : a big and small basket;	- l'image principale: un grand panier et un petit panier;
- igishushanyo gihinguranya inoti mu ruhande rw'iburyo kigizwe n'umubare «5000» ucuritse bitewe nicyerekezo uyifashemo;	- the transparent image on the banknote in the right side composed by reversed number of «5000» depending on the disposition of the banknote;	- l'image transparente du billet au côté droit composé par le nombre « 5000 » renversé;

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-agaciro k'inoti mu mibare itambitse muri buri  
nguni y'inoti;

- agashumi gacikaguritse kandi kabengerana  
kagaragaza inyuguti "BNR" gasa nakanyura mu  
noti iruhande rw'ibumoso.

Kigali, ku wa **09/12/2014**

- the face value of the note in horizontally number in each  
corner of the banknote;

- a windowed security thread metallic stripe in which micro  
text reads "BNR" along the wire, located at the left side of  
the banknote.

Kigali on **09/12/2014**

- la valeur faciale en nombres horizontaux dans  
chaque coin du billet;

- un fil de sécurité fenêtré en bande métallisé  
dans lequel on lit le micro texte « BNR » tout le  
long du fil, situé à la partie gauche du billet.

Kigali, le **09/12/2014**

**Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°165/01 ryo ku wa 09/12/2014 rishyiraho inoti nshya y'ibihumbi bibiri by'amafaranga y'u Rwanda (2000Frw) n'iy'ibihumbi bitanu (5000Frw) by'amafaranga y'u Rwanda zifite agaciro mu Rwanda**

Kigali, ku wa **09/12/2014**

(sé)  
**KAGAME Paul**  
Perezida wa Repubulika

(sé)  
**MUREKEZI Anastase**  
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

(sé)  
**BUSINGYE Johnston**  
Minisitiri w'Ubutabera / Intumwa Nkuru ya Leta

**Seen to be annexed to Presidential Order n°165/01 of 09/12/2014 issuing new banknotes of two thousand Rwandan francs (2000RwF) and five thousand Rwandan francs (5000RwF) which are legal tender in Rwanda**

Kigali, on **09/12/2014**

(sé)  
**KAGAME Paul**  
President of the Republic

(sé)  
**MUREKEZI Anastase**  
Prime Minister

**Seen and sealed with the Seal of the Republic:**

(sé)  
**BUSINGYE Johnston**  
Minister of Justice / Attorney General

**Vu pour être annexé à l'Arrêté Présidentiel n°165/01 du 09/12/2014 portant émission de nouveaux billets de banque de deux mille francs rwandais (2000Frw) et de cinq mille francs rwandais (5000Frw) ayant cours légal au Rwanda**

Kigali, le **09/12/2014**

(sé)  
**KAGAME Paul**  
Président de la République

(sé)  
**MUREKEZI Anastase**  
Premier Ministre

**Vu et scellé du Sceau de la République :**

(sé)  
**BUSINGYE Johnston**  
Ministre de la Justice / Garde des Sceaux

## **IMIGEREKA - ANNEXES - ANNEXES**

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CREDIT NUMBER 5525-RW

## Financing Agreement

Great Lakes Emergency Sexual and Gender Based Violence  
and Women's Health Project

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *August 6*, 2014

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CREDIT NUMBER 5525-RW

**FINANCING AGREEMENT**

AGREEMENT dated August 6, 2014, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this 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 General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to nine million seven hundred and ten thousand Special Drawing Rights (SDR 9,710,000) (variously, "Credit" and "Financing") to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

**ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall carry out the Project through MIGEPROF in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following, namely that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out:
- 4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Association to the Recipient.

**ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the date of this Agreement.



**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is the minister at the time responsible for finance.

6.02. The Recipient's Address is:

Ministry of Finance and Economic Planning  
P. O. Box 158  
Kigali  
Rwanda

Facsimile:  
250-252-57-75-81

6.03. 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

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

REPUBLIC OF RWANDA



By

A handwritten signature in blue ink, appearing to read "Claver", is written over a horizontal line.

Authorized Representative

Name: CLAVIER GATETE

Title: MINISTER

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

A handwritten signature in blue ink, appearing to read "Carolyn", is written over a horizontal line.

Authorized Representative

Name: CAROLYN TURK

Title: COUNTRY MANAGER



## SCHEDULE 1

### Project Description

The objective of the Project is to expand the provision of services to mitigate the short and medium term impact of sexual and gender based violence.

The Project consists of the following parts:

#### **Component 1: Holistic Support to Survivors of Sexual and Gender Based Violence and Violence Prevention**

Support the Recipient to deliver an integrated package of short and medium term assistance to survivors of SGBV at both community and health facility levels through the scaling-up of the Program while promoting gender equality, behavioral change and violence prevention in the Intervention Zones.

- (a) **Integrated Support for Survivors of SGBV and Prevention of Violence at Community Level** by (i) launching sensitization and advocacy activities to promote gender equality through public awareness campaigns (including radio, theater and television shows) at the national and community level including on existing laws, policies and services as well as the development of educational/informative modules designed to examine a range of issues directly or indirectly related to SGBV; (ii) promoting behavioral change through the scaling-up of effective models for working with women, men, boys and girls at the community level to change behaviors and reduce violence in cooperation with other development partners; (iii) ensuring follow-up at the community level through social services and referrals to existing social protection programs for the economically vulnerable survivors of SGBV to promote their economic empowerment; and (iv) supporting safe houses to help survivors of SGBV to benefit from temporary safe housing before returning to their communities of origin.
- (b) **Integrated Support for Survivors of SGBV at Health Facility Level** by: (i) setting up the one-stop centers under the Program in selected hospitals with the necessary facilities, equipment and medical supplies; (ii) supporting clinical care, case management, rapid initial support, and referral depending on the needs of SGBV survivors and based on an individualized and confidential service-delivery plan addressing these needs; (iii) providing post-exposure prophylaxis emergency kits, medical care services, surgery equipment and medical consumable; (iv) providing medico-legal support through the collection of forensic evidence and the completion of the standard medico-legal form from the Recipient's

national police with the necessary additional equipment and intervention services; (v) providing mental health and psychological support through specialized psychotherapeutic interventions, family mediation, family mental health support, and psychiatric referral, as needed in coordination with social services; and (vi) providing legal aid through police services, legal advice, free legal counselling and representation in court, transport and judicial follow-up, in coordination with social services.

**Component 2: Regional and National Knowledge Sharing, Research, and Capacity Building**

Support the Recipient to develop:

- (a) **Regional and National Learning and Capacity Building** by:  
(i) carrying out institutional capacity building to support a local institution to serve as a center of excellence for research and training on SGBV; (ii) documenting and sharing innovative activities to promote gender equality, address SGBV, and violence prevention; (iii) funding study tours to neighboring countries; (iv) promoting knowledge sharing at the regional level, including supporting or participating annually in peer learning event; and (v) participating in high quality regional training programs.
- (b) **Research and Surveys** on various thematic areas, such as:  
(i) understanding the underlying causes of SGBV; (ii) assessing the impact and effectiveness of selected service delivery models for survivors of SGBV through quantitative and qualitative surveys; (iii) evaluating the effectiveness of screening tools for early identification and referral of women at risk; (iv) understanding the effect of interventions aiming at changing behaviors and norms and violence prevention; (v) SGBV in general through research and training on SGBV by centers of excellence; and (vi) developing a centralized gender-based violence integrated management system.
- (c) **Effective Project Management Coordination** by carrying out coordination, fiduciary management, monitoring and evaluation of the Project at the national and local level through technical assistance, capacity building, institutional strengthening and equipment.



**SCHEDULE 2**

**Project Execution**

**Section I. Implementation Arrangements**

**A. Institutional Arrangements.**

The Recipient shall:

1. maintain throughout the period of Project implementation, the Steering Committee to meet every six months and provide overall strategic direction; approve the Annual Work Programs; and ensure consistency with the Recipient's policies and strategies, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual;
2. maintain throughout the period of Project implementation, the Technical Committee to meet every three months, discuss and identify progress, challenges and mitigation measures for the Project and prepare Annual Work Programs, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual;
3. create no later than one month after the Effective Date and thereafter maintain throughout the period of Project implementation, the MIGEPROF Single Project Implementation Unit within the administrative structure of MIGEPROF to run the day-to-day implementation, fiduciary management and coordination for selected activities under Components 1 and 2 of the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual; and
4. maintain throughout the period of Project implementation, the MOH Single Project Implementation Unit within the administrative structure of MOH to run the day-to-day coordination and implementation for selected activities under Component 1(b) of the Project, with staffing, terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual.

**B. Annual Work Programs**

1. The Recipient shall, not later than March 31 in each calendar year during Project implementation, prepare and furnish to the Association, a program of activities proposed for inclusion in the Project during the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said

activities; and (b) the types of expenditures required for such activities and a proposed financing plan.

2. The Recipient shall exchange views with and seek approval of the Association on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association ("Annual Work Program").
3. Only those activities which are included in an Annual Work Program shall be included in the Project. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the Association.

**C. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**D. Project Implementation Manual and Safeguard Documents**

1. The Recipient shall cause the Project to be carried out in accordance with the provisions of the Project Implementation Manual and of the Safeguard Documents.
2. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the Project Implementation Manual, the Safeguard Documents, or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual or the Safeguard Documents and the provisions of this Agreement, the provisions of this Agreement shall prevail.
3. The Recipient shall not allow any physical or construction activity to commence before the provisions and conditions set out in the Recipient's Environmental and Social Action Plan have been fully met to the satisfaction of the Association.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports**

1. The Recipient shall monitor the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the Project Implementation Manual. Each Project Report shall cover the

period of one calendar quarter, and shall be furnished to the Association not later than four weeks after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six months after the Closing Date.

**B. Financial Management, Financial Reports and Audits**

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.
3. The Recipient shall have the Financial Statements related to the Project audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements related to the Project shall cover the period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Project. The audited Financial Statements for the Project for each such period shall be furnished to the Association not later than six months after the end of such period.

**Section III. Procurement**

**A. General**

1. **Goods, Works and Non-consulting Services.** All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.
3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections II



and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Limited International Bidding; (c) Shopping; (d) Direct Contracting; (e) Community Participation procedures which have been found acceptable to the Association; (f) Framework Agreement; and (g) Procurement from United Nations Agencies.

**C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection:** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Quality-based Selection; (c) Fixed Budget Selection; (d) Selection based on Consultants' Qualifications; (e) Selection of Individual Consultants; and (f) Single-source Selection; and (g) Selection of United Nations Agencies.

**D. Review by the Association of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

**Section IV. Withdrawal of the Proceeds of the Financing**

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such



additional instructions as the Association shall specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing ("Category"), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, Works, Non-Consulting Services, Consultants' Services, Operating Costs, Workshops and Training for the Project	9,710,00	100%
<b>TOTAL AMOUNT</b>	9,710,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed SDR 500,000 equivalent may be made for payments made after May15, 2014, for Eligible Expenditures under Category (1).
2. The Closing Date is June 30, 2018.

**Section V. Other Undertakings**

1. By July 1, 2016, or such other date as the Association shall agree upon, the Recipient shall: (i) carry out jointly with the Association, a mid-term review of the implementation of operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.

2. On or before three months after the Effective Date, the Recipient shall adopt and furnish to the Association the Project Implementation Manual and the Safeguard Documents all in form and substance satisfactory to the Association

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each February 15 and August 15	
commencing August 15, 2024 to and including February 15, 2034	<b>1 %</b>
commencing August 15, 2034 to and including February 15, 2054	<b>2 %</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

## APPENDIX

### Definitions

1. “Annual Work Program” means the annual work program to be prepared by the Recipient not later than March 31 in each year during Project implementation including a program of activities proposed for inclusion in the Project during the following year.
2. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011.
5. “Environmental and Social Action Plan” means the document dated June 26, 2014 adopted by the Recipient which sets out the modalities to be followed by the Recipient in assessing, reducing or mitigating the adverse social and environmental impacts of the Project, as published and available to the public on the website [www.worldbank.org](http://www.worldbank.org), as the same may be amended from time to time with the Association prior written approval.
6. “Environment Management Plan” means the document to be adopted by the Recipient, which: (i) sets out the modalities to be followed by the Recipient in assessing the potential adverse environmental impacts of the Project, and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (ii) consists, *inter alia*, of sections dealing with environmental screening processes for the Project, as published and available to the public on the website [www.migeprof.gov.rw](http://www.migeprof.gov.rw), as the same may be amended from time to time with the Association prior written approval.
7. “Gender Monitoring Office” means the Recipient’s public institution in charge of monitoring and supervising compliance with gender indicators in order to achieve gender equality in the Recipient’s territory, as established and operating under the Recipient’s Constitution dated June, 4, 2003, as amended to date.
8. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.

9. "Intervention Zones" means the geographic zones in which the Project will be implemented in the five Provinces of the Recipient's territory, as further detailed in the Project Implementation Manual.
10. "Medical Waste Management Plan" means the document to be adopted by the Recipient, which sets out the modalities to be followed by the Recipient in assessing, reducing or mitigating the adverse impacts of medical waste management, as published and available to the public on the website [www.migeprof.gov.rw](http://www.migeprof.gov.rw), as the same may be amended from time to time with the Association prior written approval.
11. "MIGEPROF" means the Recipient's Ministry in charge of gender and family, or any successor thereto.
12. "MIGEPROF Single Project Implementation Unit" means a unit to be established and created by the Recipient within the administrative structure of MIGEPROF to run the day-to-day coordination and implementation of the Project, as further described in the Project Implementation Manual.
13. "MOH" means the Recipient's Ministry in charge of health or any successor thereto.
14. "MOH Single Project Implementation Unit" means a unit established within the administrative structure of MOH to run the day-to-day implementation and coordination of selected activities under Component 1(b) of the Project, as further described in the Project Implementation Manual.
15. "Operating Costs" means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances, including health insurances and health-related services; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; (viii) salaries of support staff for the MIGEPROF Single Project Implementation Unit and the MOH Single Project Implementation Unit, but excluding salaries of the Recipient's civil servants.
16. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011.
17. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 15, 2014 and referred to in paragraph 1.18 of the Procurement



Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

18. "Program" means the *Isange* Program, the Recipient's program designed to offer a one-stop center to provide holistic services to survivors of SGBV, as established and operating under the Recipient's Seven Year Program (*Government Programme 2010-2017*) dated October 2010.
19. "Project Implementation Manual" means a manual to be adopted by the Recipient and found satisfactory to the Association and which shall contain, *inter alia*: (i) the terms of reference, functions and responsibilities for the members or personnel of the Steering Committee, the Technical Committee, the MIGEPROF Single Project Implementation Unit and the MOH Single Project Implementation Unit; (ii) the procedures for procurement of goods, works, non-consulting services, consultants' services, Operational Costs, Training and Workshops, as well as for financial management and audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) flow and disbursement arrangements of Project funds; (v) the terms of reference for the Project audits; and (vi) the Safeguard Documents; as said manual may be amended from time to time with the Association's prior approval.
20. "Safeguard Documents" means collectively: the Environmental and Social Management Plan, the Medical Waste management Plan and the Environmental and Social Action Plan.
21. "SGBV" means sexual and gender-based violence.
22. "Steering Committee" means a steering committee established and operating under the Recipient's National Scaling-up Strategy for One-Stop Centers dated July 2013 to provide overall strategic direction; approve the Annual Work Programs; and ensure consistency with the Recipient's policies and strategies, as further described in the Project Implementation Manual.
23. "Technical Committee" means a committee established and operating under the Recipient's National Scaling-up Strategy for One Stop Centers dated July 2013 to discuss and identify progress, challenges and mitigation measures for the Project, prepare Annual Work Programs, as further described in the Project Implementation Manual.
24. "Workshops and Training" means workshops and training, including purchase and publication of materials, rental of facilities, course fees, study tours and travel and subsistence for participants, trainees and trainers.

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CREDIT NUMBER 5548-RW

# Financing Agreement

(Transformation of Agriculture Sector Program Phase 3)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *November 11, 2014*

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CREDIT NUMBER 5548-RW

**FINANCING AGREEMENT**

AGREEMENT dated November 11, 2014, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this 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 General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixty-five million, nine hundred thousand Special Drawing Rights (SDR 65,900,000) (variously, "Credit" and "Financing"), to assist in financing the program described in Schedule 1 to this Agreement ("Program").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.



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

REPUBLIC OF RWANDA

By



*Claver Gatete*

Authorized Representative

Name: Claver GATETE

Title: Minister of Finance and Economic Planning

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

*Carolyn Turk*

Authorized Representative

Name: Carolyn TURK

Title: Country Manager



### ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the objectives of the Program. To this end, the Recipient shall carry out the Program through the Ministry of Agriculture and Animal resources (MINAGRI) in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Program is carried out in accordance with the provisions of Schedule 2 to this Agreement.

### ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

### ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. The Recipient's Address is:

Ministry of Finance and Economic Planning  
P. O. Box 158  
Kigali  
Rwanda  
Facsimile:

250-25257-75-81

- 5.03. 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~~                      ~~248423 (MCI)~~                      ~~1-202-477-6391~~  
~~Washington, D.C.~~

**SCHEDULE 1**

**Program Description**

The objective of the Program is to increase and intensify the productivity of the Rwandan agricultural and livestock sectors and expand the development of value chains.

The Program consists of the following, namely, the carrying out by the Recipient of a program of activities to implement the Transformation of Agriculture Sector Program 2013-2018 Phase 3 (PSTA 3) from July 1, 2013 to June 30, 2016.

## **SCHEDULE 2**

### **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 Recipient shall carry out the Program, or cause the Program to be carried out, 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 on the provisions of Part A of this Section, the Recipient shall carry out the Program, or cause the Program to be carried out, 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 Recipient shall maintain, throughout the implementation of the Program, the offices, units and departments within MINAGRI, RAB, NAEB, Districts and other relevant ministries, agencies and departments, and ensure that they are assigned with technical, social and environmental safeguards, fiduciary and other responsibilities for implementing the Program, all with powers, functions, institutional capacity and staffing acceptable to the Association and with resources adequate to fulfill their respective functions under the Program.

###### **2. Program Action Plan**

- (a) The Recipient shall carry out the Program in accordance with the Program Action Plan, and shall not amend, abrogate or suspend, or

permit to be amended, abrogated or suspended 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 action plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Annual Work Program

The Recipient shall, for each Fiscal Year, develop an Annual Work Program detailing the Program activities to be carried in the said FY and furnish said plan to the Association not later than May 30 of each FY.

4. Environmental and Social Implementation Manual

- (a) The Recipient shall;
  - (i) not later than April 30, 2015 prepare and furnish to the Association for its review an environmental and social implementation manual for the Program containing the guidelines for assessing potential environmental and social impacts of the Program and designing appropriate mitigation, management, and monitoring measures in respect of said impacts; and
  - (ii) thereafter adopt and carry out the Program in accordance with the environmental and social management manual as shall have been reviewed by the Association ("Environmental and Social Implementation Manual").
- (b) The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended any provision of the Environmental and Social Implementation Manual, without the prior written agreement of the Association.
- (c) Notwithstanding the foregoing, if any provision of said manuals is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.



**Section II. Excluded Activities**

The Recipient shall ensure that the Program shall include no 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 procurement of: (1) works, estimated to cost \$50 million equivalent or more per contract; (2) goods, estimated to cost \$30 million equivalent or more per contract; (3) information technology system and non-consulting services, estimated to cost \$20 million equivalent or more per contract; or (4) consultants' services, estimated to cost \$15 million equivalent or more per contract.

**Section III. Program Monitoring, Reporting and Evaluation; Audits**

**A. Program Reports**

The Recipient 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 six (6) months, and shall be furnished to the Association not later than thirty (30) days after the end of the period covered by such report.

**B. Program Financial Audits**

Without limitation on the generality of Section I.A of this Schedule 2 and Section 4.09 of the General Conditions, the Recipient 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 Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

**C. Verification of Program Results**

Without limitation on the provisions of Part A of this Section III, the Recipient shall, prior to each payment under the Program:

- (i) carry out in accordance with the Verification Protocol, an assessment to determine the extent to which the Disbursement Linked Results ("DLR") in respect of which payment is requested has been achieved; and
- (ii) furnish said assessment to the Association for review.

**Section IV. Withdrawal of Financing Proceeds**

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association may specify from time to time by notice to the Recipient to finance the Program Expenditures, on the basis of the results ("Disbursement Linked Results" or "DLRs") achieved by the Recipient as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"); all as set forth in the table in paragraph 2 of this Part A.
2. The following table specifies each category of withdrawal of the proceeds of the Financing (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Financing to each Category.

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
(1) DLI #1: Extent to which land is protected against soil erosion according to agreed technical standards	DLR#1.1: The area of land protected against soil erosion using progressive and radical terracing techniques has increased	13,180,000	DLR#1.1: SDR 13,180,000 for which an amount of SDR 375.33 and an amount of SDR 86.99 is allocated for each addition Ha. of land protected against soil erosion using radical and progressive terracing techniques respectively
(2) DLI #2: Extent to which land on hillsides and marshlands is irrigated according to agreed technical standards	DLR#2.1: The area of land in marshlands and hillsides irrigated according to agreed technical standards has increased	6,590,000	DLR#2.1: SDR 6,590,000 for which an amount of SDR 1,463.55 and an amount of SDR 487.85 is allocated for each addition Ha. of land on hillsides and on the marshlands irrigated using agreed techniques respectively

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
(3) DLI #3: Extent to which the average crop yield for cassava and coffee, and the average daily yields of milk per cow improves	DLR#3.1: The average crop yield per Ha. for cassava has increased	9,885,000	DLR#3.1: SDR 3,295,000 for which an amount of SDR 1,463,550 is allocated for each additional average MT of cassava per Ha
	DLR#3.2: The average yield of coffee per tree per year has increased		DLR#3.2: SDR 3,295,000 for which an amount of SDR 8,781.29 is allocated for each additional gram of average yield of coffee per tree per year
	DLR#3.3: The average daily yields of milk per day per cow has increased		DLR#3.3: SDR 3,295,000 for which an amount of SDR 2,927,096.26 is allocated for each additional average liter of milk per day per cow
(4) DLI #4: Extent to which the number of enhanced agricultural innovation technologies are developed and released to farmers, and the number of farmers adopting enhanced agricultural innovation technologies increases	DLR#4.1: The number of enhanced agricultural innovation technologies developed and released to farmers has increased  DLR#4.2: The percentage of farmers who have adopted enhanced agricultural innovation technologies has increased	9,885,000	DLR#4.1: SDR 4,942,500 for which an amount of SDR 617,434.37 is allocated for each additional agricultural innovation technology developed and released to farmers  DLR#4.2: SDR 4,942,500 for which an amount of SDR 263,438.66 is allocated for each additional percentage of farmers adopting enhanced agricultural innovation technologies



Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
(5) DLI #5: Extent to which the lending for agricultural sector increases	DLR#5.1: The percentage of lending for agricultural sector has increased	6,590,000	DLR#5.1: SDR 6,590,000 for which an amount of SDR 2,582,732.11 is allocated for each additional percentage increase of lending for the agricultural sector
(6) DLI #6: Extent to which an updated gender sensitive management information system for the agricultural sector is developed and implemented	DLR#6.1: The Recipient has developed a framework for an updated gender sensitive management information system  DLR#6.2: The Recipient has adopted an action plan for the installation of the updated gender sensitive management information system  DLR#6.3: The updated gender sensitive management information system is fully operational	6,590,000	DLR#6.1: SDR 1,320,000     DLR#6.2: SDR 2,635,000     DLR#6.3: SDR 2,635,000
(7) DLI #7: Extent to which agricultural policy reforms are implemented	DLR#7.1: The Recipient has adopted a new seed policy and action plan for the implementation of said policy and has implemented the Agreed Milestones of the action plan	13,180,000	DLR#7.1: SDR 3,300,000

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
	<p>DLR#7.2: The Recipient has adopted a new fertilizer policy and action plan for the implementation of said policy and has implemented the Agreed Milestones of the action plan</p> <p>DLR#7.3: The Recipient has adopted a new agriculture finance policy and action plan for the implementation of said policy and has implemented the Agreed Milestones of the action plan</p>		<p>DLR#7.2: SDR 4,612,500</p> <p>DLR#7.3: SDR 5,267,500</p>
<b>TOTAL AMOUNT</b>		<b>65,900,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for purposes of Section 2.05 of the General Conditions, for payments for Program Expenditures made prior to the date of this Agreement except that withdrawals up to an aggregate amount not to exceed SDR 16, 475,000 may be made for such payments made prior to this date but on or after April 14, 2014; and
  - (b) for any DLR under any of the Categories until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved and verified in accordance with the provisions of Section III.C of schedule 2 to this Agreement.

2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw an amount not to exceed SDR 3,295,000 as an advance provided, however, that if the DLR for said Category has in the opinion of the Association, not been achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by the Association in accordance with the Disbursement Calculation Formula for said Category) to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.
3. Notwithstanding the provisions of Part B.1(b) of this Section, if the Association is not satisfied that any of the DLRs under any of the Categories has been achieved by the date by which the said DLR is set to be achieved or by the Closing Date, as appropriate, the Association may, at any time, by notice to the Recipient, decide, in its sole discretion, to: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the formula set out in column 4 of the table set under Part A.1 of this Section IV; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said DLR.
4. The Closing Date is March 31, 2017.
5. Notwithstanding the foregoing provisions of this Section IV, if at any time after the Closing Date the Recipient has failed to provide evidence satisfactory to the Association that the Withdrawn Financing Balance does not exceed the total amount of Program Expenditures paid by the Recipient, exclusive of any such expenditures financed by any other financier or by the Association or the Association under any other loan, credit or grant, the Recipient shall, promptly upon notice from the Association, refund to the Association such excess amount of the Withdrawn Financing Balance. The Association shall cancel the refunded amount of the Withdrawn Financing Balance.

**Section V. Other Undertakings**

**A. Midterm Review**

The Recipient shall:

1. prepare and furnish to the Association, not later than September 30, 2015, a progress report on the implementation of the Program, of such scope and in such detail as shall be acceptable to the Association; and
2. review jointly with the Association, not later than forty-five (45) days after the report referred to in paragraph 1 above and thereafter take all measures required to ensure the efficient completion of the Program and the achievement of the objectives thereof, based on the conclusions and recommendations of said report and the Association's views on the matter.

**B. End Term Review**

The Recipient shall:

1. carry out at least six(6) months prior to the Closing Date, an end term review of such scope and in such detail as shall be acceptable to the Association to assess the overall impact of the Program; and
2. furnish said assessment to the Association not later than forty-five (45) days after the report referred to in paragraph 1.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each February 15 and August 15, commencing February 15, 2021 to and including August 15, 2052	1.5625%

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03(b) of the General Conditions.

## **APPENDIX**

### **Section I. Definitions**

1. "Agreed Milestones" means the milestones of the action plan to be prepared for the implementation of the policies under DLI # 7 referenced in the table in Section IV.A.2 of Schedule 2 to this Agreement.
2. "Annual Work Program" means the Recipient's plan of Program activities to be implemented in the Fiscal Year and budget and referenced to in Section I.C.3 of Schedule 2 to this Agreement, as the same may be revised from time to time.
3. "Anti-Corruption Guidelines" means the Association's "Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing", dated February 1, 2012.
4. "Category" means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
5. "Disbursement Calculation Formula" means the formula for determining further allocation of the financing allocated to each Category to each DLR within said Category and as relevant, the further allocation of the amount of the Financing allocated to each DLR in proportion to the DLR obtained.
6. "Disbursement Linked Indicator" or "DLI" means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
7. "Disbursement Linked Result" or "DLR" means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
8. "District" means an administrative area of the Recipient, established pursuant to the Recipient's Law No.29/2005 of December 31, 2005, representing a designated area and population within the territory of the Recipient.
9. "Environmental and Social Implementation Manual" means the environmental and social implementation manual acceptable to the Association to be prepared and adopted by the Recipient in accordance with the provisions of Section I.C.4 of Schedule 2 to this Agreement, as the same may be amended in accordance with the provisions of said Section.



10. "Fiscal Year" or "FY" means the financial year of the Recipient commencing July 1 of every calendar year and ending June 30 of the subsequent year.
11. "General Conditions" means the "International Development Association General Conditions for Credits and Grants", dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
12. "Hectare" or "Ha." means an area of land equivalent to 10,000 sq. meters.
13. "Ministry of Agriculture and Animal Resources" means the Recipient's ministry at the time responsible for agriculture and animal resources.
14. "Metric Ton" or "MT" means 1,000 kilograms.
15. "National Agricultural Exports Development Board" or "NAEB" means the Recipient's agency established and operating under the Recipient's Law No 39/2010 of 25/11/2010 and charged with the responsibility of developing and promoting exports in agricultural and livestock products, or its legal successor thereto.
16. "Program Action Plan" means the Recipient's plan dated September 11, 2014 and referred to in Section I.C.2 of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
17. "Program Fiduciary and Environmental and Social Systems" means the Recipient's systems for the Program referred to in Section I.A of Schedule 2 to this Agreement.
18. "Rwanda Agricultural Board" or "RAB" means the Recipient's agency established under the Recipient's Law No. 38/2010 of 25/11/2010 with the mandate of developing agriculture and animal husbandry through their reform, and using modern methods in crop and animal production, research, agricultural extension, education and training of farmers in new technologies, or its legal successor thereto.
19. "Verification Protocol" means the Recipient's protocol entitled 'DLI Verification Protocol Table' dated September 11, 2014 detailing the means by which the fulfillment of the Disbursement Linked Results will be verified under the Program.

## **Section II. Modifications to the General Conditions**

The modifications to the General Conditions are as follows:

1. ~~Wherever used throughout the General Conditions, the term "the Project" is~~ modified to read "the Program", the term "the Project Agreement" is modified to

read “the Program Agreement”, the term “Project Implementing Entity” is modified to read “the Program Implementing Entity”, the term “Project Report” is modified to read “Program Report”; and the term “Eligible Expenditures” is modified to read “Program Expenditures”.

2. In the Table of Contents, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
3. Section 2.02, *Special Commitment by the Association*, is deleted in its entirety, and the subsequent Sections in Article II are renumbered accordingly.
4. In Section 2.02 (originally numbered as Section 2.03), the heading “*Applications for Withdrawal or for Special Commitment*” is replaced with “*Applications for Withdrawal*”, and the phrase “or to request the Association to enter into a Special Commitment” is deleted.
5. The section originally numbered as Section 2.04, *Designated Accounts* is deleted in its entirety, and the subsequent Sections in Article II are renumbered accordingly.
6. Paragraph (a) of Section 2.03 (originally numbered as Section 2.05), *Eligible Expenditures* (renamed “Program Expenditures” in accordance with paragraph 1 of this Section II), is modified to read: “(a) the payment is for the financing of the reasonable cost of expenditures required for the Program and to be financed out of the proceeds of the Financing in accordance with the provisions of the Legal Agreements;”.
7. The last sentence of Section 2.04 (originally numbered as Section 2.06), *Financing Taxes*, is modified to read: “To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Financing, as required to ensure consistency with such policy of the Association.”
8. Section 2.06 (originally numbered as Section 2.08), *Reallocation*, is modified to read: “Notwithstanding any allocation of an amount of the Financing to a withdrawal category under the Financing Agreement, the Association may, by notice to the Recipient, reallocate any other amount of the Financing to such category if the Association reasonably determines at any time that such reallocation is appropriate for the purposes of the Program.



9. Section 6.01, Cancellation by the Recipient, is modified to read: "The Recipient may, by notice to the Association, cancel any amount of the Unwithdrawn Financing Balance."
10. Paragraph (d) of Section 6.03, Cancellation by the Association, entitled "Mis-procurement", is deleted, and subsequent paragraphs are re-lettered accordingly.
11. Section 6.04, Amounts Subject to Special Commitment not Affected by Cancellation or Suspension by the Association, is deleted in its entirety, and subsequent Sections in Article VI and references to such Sections are renumbered accordingly.
12. In the **Appendix, Definitions**, all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term "Special Commitment" set forth in paragraph 50 is deleted in its entirety, and all subsequent paragraphs are renumbered accordingly.
13. Paragraph 28 of the Appendix ("Financing Payment") is modified by inserting the words "the Interest Charge" between the words "the Service Charge" and "the Commitment Charge".
14. The Appendix is modified by inserting a new paragraph 32 with the following definition of "Interest Charge", and renumbering the remaining paragraphs accordingly:

"32. "Interest Charge" means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b)."
15. Renumbered paragraph 37 (originally paragraph 36) of the Appendix ("Payment Date") is modified by inserting the words "Interest Charges" between the words "Service Charges" and "Commitment Charges".
16. Renumbered paragraph 50 (originally paragraph 49) of the Appendix ("Service Charge") is modified by replacing the reference to Section 3.02 with Section 3.02(a).

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CREDIT NUMBER 5547-RW

# Financing Agreement

(Public Sector Governance Program for Results)

between

REPUBLIC OF RWANDA

and

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INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated *November 11*, 2014

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CREDIT NUMBER 5547-RW

**FINANCING AGREEMENT**

AGREEMENT dated November 14, 2014, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

**ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this 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 General Conditions or in the Appendix to this Agreement.

**ARTICLE II — FINANCING**

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to sixty-five million, nine hundred thousand Special Drawing Rights (SDR 65,900,000) (variously, "Credit" and "Financing"), to assist in financing the program described in Schedule 1 to this Agreement ("Program").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%).
- 2.05. The Payment Dates are February 1 and August 1 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

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

REPUBLIC OF RWANDA

By



Authorized Representative

Name: Claver GATETE

Title: Minister of Finance and Economic Planning

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Carolyn Turk

Title: Country Manager



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### ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the objectives of the Program. To this end, the Recipient shall carry out the Program through the Ministry of Finance and Economic Planning (MINECOFIN) in accordance with the provisions of Article IV of the General Conditions.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Program is carried out in accordance with the provisions of Schedule 2 to this Agreement.

### ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 4.02. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

### ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is its minister responsible for finance.
- 5.02. The Recipient's Address is:

Ministry of Finance and Economic Planning  
P. O. Box 158  
Kigali  
Rwanda  
Facsimile:

250-25257-75-81

- 5.03. 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 248423 (MCI) 1-202-477-6391  
Washington, D.C.

## **SCHEDULE 1**

### **Program Description**

The objective of the Program is to enhance the Recipient's public financial management and statistics systems to improve transparency and accountability in the use of public funds, revenue mobilization and the quality and accessibility of development data for decision making.

The Program consists of the following:

- A. Carrying out of a program of activities to implement the Public Financial Management Sector Strategic Plan 2013-2018 (PFM SSP), excluding activities provided for under the PFM SSP relating to legislative oversight, and the roll-out of integrated personnel and payroll systems.
- B. Carrying out of a program of activities to implement the second National Strategy for Development of Statistics 2014-2019 (NSDS 2), excluding activities provided for under the NSDS 2 relating to improvement of coordination, resource mobilization and the building of strategic partnerships within the national statistical system.



## **SCHEDULE 2**

### **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 Recipient shall carry out the Program, or cause the Program to be carried out, 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 on the provisions of Part A of this Section, the Recipient shall carry out the Program, or cause the Program to be carried out, 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 Recipient shall maintain, throughout the implementation of the Program, the offices, units and departments within MINECOFIN, Rwanda Revenue Authority (RRA), Rwanda Public Procurement Authority (RPPA), Office of the Auditor General (OAG), the National Institute of Statistics of Rwanda (NISR), and other relevant ministries, agencies and departments, and ensure that they are assigned with technical, social and environmental safeguards, fiduciary and other responsibilities for implementing the Program, all with powers, functions, institutional capacity and staffing acceptable to the Association and with resources adequate to fulfill their respective functions under the Program.

2. Program Action Plan

- (a) The Recipient shall carry out the Program in accordance with the Program Action Plan, and shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended 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 action plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Annual Work Plan

The Recipient shall, for each Fiscal Year, develop an Annual Work Plan detailing the Program activities to be carried in the following Fiscal Year ("FY") and furnish said plan to the Association not later than July 15 of each FY.

**Section II. Excluded Activities**

The Recipient shall ensure that the Program shall include no 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 procurement of: (1) works, estimated to cost \$50 million equivalent or more per contract; (2) goods, estimated to cost \$30 million equivalent or more per contract; (3) information technology system and non-consulting services, estimated to cost \$20 million equivalent or more per contract; or (4) consultants' services, estimated to cost \$15 million equivalent or more per contract.

**Section III. Program Monitoring, Reporting and Evaluation; Audits**

**A. Program Reports**

The Recipient 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 six (6) months, and shall be furnished to the Association not later than sixty (60) days after the end of the period covered by such report.

**B. Program Financial Audits**

Without limitation on the generality of Section I.A of this Schedule 2 and Section 4.09 of the General Conditions, the Recipient 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 Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than nine (9) months after the end of such period.

**C. Assessment and Verification of Results**

Without limitation on the provisions of Part A of this Section III, the Recipient shall, prior to each payment under the Program:

1. cause the Auditor General to carry out in accordance with the Verification Protocol an assessment to determine the extent to which the Disbursement Linked Results ("DLR") for which payment is requested has been achieved;
2. furnish said assessment to the Association for its review; and
3. for purposes of carrying out the assessment in respect of Disbursement Linked Indicators ("DLI") # 4, engage independent consultants with terms of reference, qualifications, and experience satisfactory to the Association.

**Section IV. Withdrawal of Financing Proceeds**

**A. General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association may specify from time to time by notice to the Recipient to finance the Program Expenditures, on the basis of the results ( "Disbursement Linked Results" or "DLRs" ) achieved by the Recipient as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"); all as set forth in the table in paragraph 2 of this Part A.
2. The following table specifies each category of withdrawal of the proceeds of the Financing (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Financing to each Category:

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
(1) DLI #1: Extent to which investment plans of pilot ministries comply with budget call circulars	<p>DLR#1.1: One (1) pilot ministry has submitted its investment plan in which feasibility studies for new projects have been prepared in accordance with the budget call circular</p> <p>DLR#1.2: The number of pilot ministries that have submitted their investment plans in which feasibility studies for new projects have been prepared in accordance with the budget call circular increases to three (3)</p> <p>DLR#1.3: The number of pilot ministries that have submitted their investment plans in which feasibility studies for new projects have been prepared in accordance with the budget call circular increases to five (5)</p>	8,237,500	<p>DLR#1.1: SDR 3,295,000 for which an amount of SDR 3,295,000 is allocated for the first pilot ministry</p> <p>DLR#1.2: SDR 2,965,750 for which an amount of SDR 1,481,842.49 is allocated for each compliant ministry additional to the first compliant pilot ministry</p> <p>DLR#1.3: SDR 1,976,750 for which an amount of SDR 987,894.99 is allocated for each compliant ministry additional to the three compliant pilot ministries</p>

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
(2) DLI #2: Extent to which Districts have adopted the automated local government revenue management system	DLR#2.1: The number of Districts that have installed a functional automated local government revenue management system increases to three (3)	8,237,500	DLR#2.1: SDR 3,295,000 for which an amount of SDR 1,097,661.10 is allocated for each compliant District
	DLR# 2.2: The number of Districts that have installed a functional automated local government revenue management system increases to six (6)		DLR#2.2: SDR 2,635,750 for which an amount of SDR 878,128.88 is allocated for each compliant District additional to the three compliant Districts
	DLR#2.3: The number of Districts that have installed a functional automated local government revenue management system increases to eleven (11)		DLR#2.3: SDR 2,306,750 for which an amount of SDR 461,017.66 is allocated for each compliant District additional to the six compliant Districts
(3) DLI # 3: Extent to which the e- procurement system has been implemented	DLR#3.1: The Recipient has approved technical and financial proposals and has adopted a roadmap for the roll out of the e-procurement system	8,237,500	DLR#3.1: SDR 3,295,000
	DLR#3.2: The Recipient has installed an operational e-procurement system with interface protocols with IFMIS		DLR#3.2: SDR 2,306,750

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
	DLR#3.3: The number of budget entities that have installed a functional e-procurement system with interface protocols with IFMIS and have successfully carried out e-tendering using said systems		DLR#3.3: SDR 2,635,750 for which an amount of SDR 526,877.33 is allocated for each budget entity that is compliant
(4) DLI # 4: Extent to which MDAs have improved in their compliance of financial management requirements	DLR# 4.1: The percentage of MDAs receiving unqualified audit opinions has increased to 37 percent	8,566,500	DLR#4.1: SDR 3,295,000 for which an amount of SDR 658,596.66 is allocated for each percentage increase above 32 percent
	DLR#4.2: The percentage of MDAs receiving unqualified audit opinions has increased to 42 percent		DLR#4.2: SDR 2,635,750 for which an amount of SDR 526,877.33 is allocated for each percentage increase above 37 percent
	DLR#4.3: The percentage of MDAs receiving unqualified audit opinions has increased to 47 percent		DLR#4.3: SDR 2,635,750 for which an amount of SDR 526,877.33 is allocated for each percentage increase above 42 percent
(5) DLI #5: Extent to which Sectors are using SEAS	DLR#5.1: The percentage of Sectors using SEAS has increased to 30 percent	8,237,500	DLR#5.1: SDR 3,295,000 for which an amount of SDR 365,887.03 for each percentage increase above 21 percent



Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
	DLR#5.2: The percentage of Sectors using SEAS has increased to 60 percent		DLR#5.2: SDR 2,635,750 for which an amount of SDR 87,812.89 for each percentage increase above 30 percent
	DLR#5.3: The percentage of Sectors using SEAS has increased to 80 percent		DLR#5.3: SDR 2,306,750 for which an amount of SDR 115,254.42 for each percentage increase above 60 percent
(6) DLI # 6: Extent to which government financial management staff are trained in public financial management	DLR#6.1: The number of government financial management staff who achieve foundational level professional qualifications in finance has increased to 350	8,237,500	DLR#6.1: SDR 3,295,000 for which an amount of SDR 58,804.59 is allocated for each additional staff beyond the number 294 who achieves foundational level professional qualifications in finance
	DLR#6.2: The number of government financial management staff who achieve foundational level professional qualifications in finance has increased to 400		DLR#6.2: SDR 2,635,750 for which an amount of SDR 52,687.73 is allocated for each additional staff beyond the number 350 who achieves foundational level professional qualifications in finance
	DLR#6.3: The number of government financial management who achieve foundational level professional qualifications in finance has increased to 450		DLR#6.3: SDR 2,306,750 an amount of SDR 46, 101.77 is allocated for each additional staff beyond the number 400 who achieves foundational level professional qualifications in finance

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
(7) DLI # 7: Extent to which the production and timeliness of dissemination of economic statistics is enhanced	DLR#7.1: The Recipient has conducted a national agricultural survey and disseminated the survey report	8,237,500	DLR#7.1: SDR 3,295,000
	DLR#7.2: The Recipient has conducted an integrated business enterprise survey and disseminated the survey report		DLR#7.2: SDR 2,965,750
	DLR# 7.3: The Recipient has rebased its GDP estimates on the basis of 2014 benchmarks and disseminated the rebased estimates		DLR#7.3: SDR 1,976,750
(8) DLI #8: Extent to which the variety of data available on NADA is enhanced	<p>DLR#8.1: The Recipient has made the micro-data of the experimental agricultural survey carried out in 2013 and the population and housing census carried out in 2012 available on NADA</p> <p>DLR# 8.2: The Recipient has made, the micro-data of EICV4 available on NADA</p>	7,908,500	<p>DLR# 8.1: SDR3,295, 000</p> <p>DLR# 8.2: SDR 2,306,750</p>

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement Calculation Formula
	DLR#8.3: The Recipient has made the non-confidential administrative data collected by either MINISANTE or MINEDUC through its management information system available on said ministry's website		DLR#8.3:SDR 2,306,750
<b>TOTAL AMOUNT</b>		<b>65,900,0000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for purposes of Section 2.05 of the General Conditions, for payments for Program Expenditures made prior to the date of this Agreement except that withdrawals up to an aggregate amount not to exceed SDR 3,295,000 may be made for such payments made prior to this date but on or after May 12, 2014.
  - (b) for any DLR under any of the Categories until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved and verified in accordance with the provisions of Section III.C of Schedule 2 to this Agreement.
2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw: (i) an amount not to exceed SDR 3,295,000 as an advance under Category (1); (ii) an amount not to exceed SDR 3,295,000 as an advance under Category (2); (iii) an amount not to exceed SDR 3,295,000 as an advance under Category (4); (iv) an amount not to exceed SDR 3,295,000 as an advance under



Category (5); and (v) an amount not to exceed SDR 3,295,000 as an advance under Category (8); provided, however, in each case, that if the DLRs for said Category, in the opinion of the Association, are not achieved (or only partially achieved) by the date by which the said DLR is set to be achieved, the Recipient shall refund such advance (or portion of such advance as determined by the Association in accordance with the Disbursement Calculation Formula for said Category) to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.

3. Notwithstanding the provisions of Part B.1(b) of this Section, if the Association is not satisfied that any of the DLRs under any of the Categories has been achieved by the date by which the said DLR is set to be achieved, the Association may, at any time, by notice to the Recipient, decide, in its sole discretion, to (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the formula set out in column 4 of the table set under Part A.1 of this Section IV as applicable or otherwise communicated by the Association; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said DLR.
4. The Closing Date is December 31, 2018.
5. Notwithstanding the foregoing provisions of this Section IV, if at any time after the Closing Date the Recipient has failed to provide evidence satisfactory to the Association that the Withdrawn Financing Balance does not exceed the total amount of Program Expenditures paid by the Recipient, exclusive of any such expenditures financed by any other financier or by the Association or the Association under any other loan, credit or grant, the Recipient shall, promptly upon notice from the Association, refund to the Association such excess amount of the Withdrawn Financing Balance. The Association shall cancel the refunded amount of the Withdrawn Financing Balance.

#### **Section V. Other Undertakings**

##### **Midterm Review**

The Recipient shall:

1. Prepare and furnish to the Association, not later than December 31, 2016, a progress report on the implementation of the Program, of such scope and in such detail as shall be acceptable to the Association; and



2. Review, jointly with the Association, and thereafter after the report referred to in paragraph 1 above and thereafter take all measures required to ensure the efficient completion of the Program and the achievement of the objectives thereof, based on the conclusions and recommendations of said report and the Association's views on the matter.

**SCHEDULE 3**

**Repayment Schedule**

<b>Date Payment Due</b>	<b>Principal Amount of the Credit repayable (expressed as a percentage)*</b>
On each February 1 and August 1, commencing February 1, 2021 to and including August 1, 2052	<b>1.5625%</b>

\* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.

**APPENDIX**

**Section I. Definitions**

1. “Annual Work Plan” means the Recipient’s plan of Program activities to be implemented in the Fiscal Year and budget and referenced to in Section I.C.3 of Schedule 2 to this Agreement, as the same may be revised from time to time.
2. “Anti-Corruption Guidelines” means the Association’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results financing” dated February 1, 2012.
3. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
4. “Disbursement Calculation Formula” means the formula for determining further allocation of the financing allocated to each Category to each DLR within said Category and as relevant, the further allocation of the amount of the Financing allocated to each DLR in proportion to the DLR obtained.
5. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
6. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
7. “District” means an administrative area of the Recipient, established pursuant to the Recipient’s Law No. 29/2005 of December 31, 2005, representing a designated area and population within the territory of the Recipient.
8. “EICV 4” means the Integrated Household Living Conditions Survey (Phase 4) conducted during 2013/14.
9. “Fiscal Year” or “FY” means the financial year of the Recipient commencing July 1 of every calendar year and ending June 30 of the subsequent year.
10. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
11. “IFMIS” means Integrated Financial Management Information System.

12. “MDAs” means ministries, Districts, the City of Kigali, Provinces, projects of the Recipient, business enterprises of the Recipient, boards and other semi-autonomous agencies of the Recipient.
13. “Ministry of Education” or “MINEDUC” means the Recipient’s ministry responsible for matter relating to education, or the successor thereto.
14. “Ministry of Finance and Economic Planning” or “MINECOFIN” means the Recipient’s ministry responsible for matters relating to finances, or the successor thereto.
15. “Ministry of Health” or “MINISANTE” means the Recipient’s ministry responsible for matters relating to health, or the successor thereto.
16. “National Data Archive” or “NADA” means the Recipient’s electronic and web based national data archive.
17. “National Institute of Statistics of Rwanda” or “NISR” means the Recipient’s agency responsible for the development and maintenance of national statistics and established and operating under the Recipient’s Law No. 53bis/2013 of 28/06/2013, or the successor thereto.
18. “Office of the Auditor General” or “OAG” means the Recipient’s supreme audit institution established under Chapter VIII of the Recipient’s Constitution as read together with Law No 79/2013 of 11/09/2013.
19. “Program Action Plan” means the Recipient’s plan dated September 17, 2014, and referred to in Section I.C.2 of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
20. “Program Fiduciary and Environmental and Social Systems” means the Recipient’s systems for the Program referred to in Section I.A of Schedule 2 to this Agreement.
21. “Rwanda Public Procurement Authority” or “RPPA” means the Recipient’s agency responsible for overseeing public procurement matters and established and operating under the Recipient’s Law No. 25/2011 of 30/06/2011, or the successor thereto.
22. “Rwanda Revenue Authority” or “RRA” means the Recipient’s lead agency responsible for revenue matters and established and operating under the Recipient’s Law No. 08/2009 of 27/04/2009, or the successor thereto.
23. “SEAS” means Subsidiary Entities Accounting and Financial Reporting Systems.
24. “Sector” means an administrative subdivision of the Recipient, established pursuant to its Organic Law No. 29/2005 of December 31, 2005.
25. “Verification Protocol” means the Recipient’s protocol entitled ‘DLI Verification Protocol Table’ dated September 17, 2014 detailing the means by which the

fulfillment of the Disbursement Linked Results will be verified under the Program.

## Section II. Modifications to the General Conditions

The modifications to the General Conditions are as follows:

1. Wherever used throughout the General Conditions, the term “the Project” is modified to read “the Program”, the term “the Project Agreement” is modified to read “the Program Agreement”, the term “Project Implementing Entity” is modified to read “the Program Implementing Entity”, the term “Project Report” is modified to read “Program Report”; and the term “Eligible Expenditures” is modified to read “Program Expenditures”.
2. In the Table of Contents, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
3. Section 2.02, *Special Commitment by the Association*, is deleted in its entirety, and the subsequent Sections in Article II are renumbered accordingly.
4. In Section 2.02 (originally numbered as Section 2.03), the heading “*Applications for Withdrawal or for Special Commitment*” is replaced with “*Applications for Withdrawal*”, and the phrase “or to request the Association to enter into a Special Commitment” is deleted.
5. The section originally numbered as Section 2.04, *Designated Accounts* is deleted in its entirety, and the subsequent Sections in Article II are renumbered accordingly.
6. Paragraph (a) of Section 2.03 (originally numbered as Section 2.05), *Eligible Expenditures* (renamed “Program Expenditures” in accordance with paragraph 1 of this Section II), is modified to read: “(a) the payment is for the financing of the reasonable cost of expenditures required for the Program and to be financed out of the proceeds of the Financing in accordance with the provisions of the Legal Agreements;”.
7. The last sentence of Section 2.04 (originally numbered as Section 2.06), *Financing Taxes*, is modified to read: “To that end, if the Association at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Association may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Financing, as required to ensure consistency with such policy of the Association.”



8. Section 2.06 (originally numbered as Section 2.08), *Reallocation*, is modified to read: “Notwithstanding any allocation of an amount of the Financing to a withdrawal category under the Financing Agreement, the Association may, by notice to the Recipient, reallocate any other amount of the Financing to such category if the Association reasonably determines at any time that such reallocation is appropriate for the purposes of the Program.
9. Section 6.01, Cancellation by the Recipient, is modified to read: “The Recipient may, by notice to the Association, cancel any amount of the Unwithdrawn Financing Balance.”
10. Paragraph (d) of Section 6.03, Cancellation by the Association, entitled “Misprocurement”, is deleted, and subsequent paragraphs are re-lettered accordingly.
11. Section 6.04, Amounts Subject to Special Commitment not Affected by Cancellation or Suspension by the Association, is deleted in its entirety, and subsequent Sections in Article VI and references to such Sections are renumbered accordingly.
12. In the **Appendix, Definitions**, all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term “Special Commitment” set forth in paragraph 50 is deleted in its entirety, and all subsequent paragraphs are renumbered accordingly.
13. Paragraph 28 of the Appendix (“Financing Payment”) is modified by inserting the words “the Interest Charge” between the words “the Service Charge” and “the Commitment Charge”.
14. The Appendix is modified by inserting a new paragraph 32 with the following definition of “Interest Charge”, and renumbering the remaining paragraphs accordingly:

“32. “Interest Charge” means the interest charge specified in the Financing Agreement for the purpose of Section 3.02(b).”
15. Renumbered paragraph 37 (originally paragraph 36) of the Appendix (“Payment Date”) is modified by inserting the words “Interest Charges” between the words “Service Charges” and “Commitment Charges”.
16. Renumbered paragraph 50 (originally paragraph 49) of the Appendix (“Service Charge”) is modified by replacing the reference to Section 3.02 with Section 3.02 (a).

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GEF GRANT NUMBER TF017783

# **Global Environment Facility Grant Agreement**

(Landscape Approach to Forest Restoration and Conservation Project)

between

**REPUBLIC OF RWANDA**

and

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

(acting as an Implementing Agency of the Global Environment Facility)

Dated *October 1*, 2014

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GEF GRANT NUMBER TF017783

**GLOBAL ENVIRONMENT FACILITY  
GRANT AGREEMENT**

AGREEMENT dated October 4, 2014, entered into between REPUBLIC OF RWANDA ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as an implementing agency of the Global Environment Facility ("GEF").

The Recipient and the World Bank hereby agree as follows:

**Article I  
Standard Conditions; Definitions**

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in Section II of the Appendix to this 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 Standard Conditions or in this Agreement.

**Article II  
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through Rwanda Environment Management Authority ("REMA") ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III  
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to five million, four hundred and eighty-seven thousand United States Dollars (\$5,487,000) ("Grant") to assist in financing the Project.



- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV**  
**Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
- (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.
  - (b) The Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to materially and adversely affect the ability of the Project Implementing Entity to perform any of its obligations under this Agreement or under its respective Subsidiary Agreement.
  - (c) The World Bank has determined after the Effective Date that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.
  - (d) The Project Implementing Entity has failed to perform any of its obligations under the Project Agreement, the Subsidiary Agreement, the LDCF Grant Agreement and any Project Agreement or Subsidiary Agreement associated with the LDCF Grant Agreement.
  - (e) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any

project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.

- (f) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement.

#### **Article V** **Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:
  - (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
  - (b) The LDCF Grant Agreement and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under the Grant Agreement (other than the effectiveness of this Agreement) have been fulfilled.
  - (c) The Subsidiary Agreement between the Recipient and the Project Implementing Entity has been executed in accordance with the Section I.B of Schedule 2 to this Agreement.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing: (a) on behalf of the Recipient that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with their respective terms; (b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized and executed and delivered on its behalf and is legally binding upon it in accordance with its respective terms; and (c) the Subsidiary Agreement referred to in Section I.B of Schedule 2 to this Agreement have been duly authorized by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, the Effective Date on which this Agreement shall enter into effect shall be the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01. If, before the Effective Date, any event has

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

REPUBLIC OF RWANDA

By



Authorized Representative

Name: Claver Gatete

Title: Minister of Finance and Economic Planning

INTERNATIONAL BANK FOR RECONSTRUCTION AND  
DEVELOPMENT  
(acting as an Implementing Agency of the Global Environment Facility)

By



Authorized Representative

Name: Carolyn Turk

Title: Country Manager



occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such events have ceased to exist.

- 5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

**Article VI**  
**Recipient's Representative; Addresses**

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Planning  
P. O. Box 158  
Kigali  
Rwanda

Facsimile:  
250-57-75-81

- 6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions 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) or  
64145 (MCI)

1-202-477-6391

## SCHEDULE 1

### Project Description

The objective of the Project is to demonstrate landscape management for enhanced environmental services and climate resilience in one priority landscape.

The Project consists of the following parts:

#### Part A: Forest-friendly and Climate-Resilient Restoration of the Gishwati-Mukura Landscape

1. Carrying out of a program of activities for the upgrading and management of the Gishwati and Mukura forests, such activities to include: (a) establishment of Gishwati and Mukura into a single protected area; (b) carrying out the physical demarcation of the boundaries of the single protected area; (c) restoring degraded natural habitats; (d) developing and updating management plans; (e) training and equipping eco-guards; (f) installing and constructing physical infrastructure including visitors centers, a park headquarters, viewing platforms, signed nature trails, and patrol posts; and (g) implementing environmental education programs for communities and schools.
2. Carrying out of a program of activities for the restoration of the Gishwati-Mukura forest corridor and promotion of sustainable land management practices, such activities to include: (a) carrying out of participatory sustainable land management planning with local communities; (b) establishing silvo-pastoralism in Gishwati rangelands; (c) supporting agroforestry and the re-establishment of natural forest; and (d) harmonizing land use planning for the Gishwati landscape.
3. Carrying out of a program of activities to support sustainable and resilient livelihoods activities in surrounding communities, such activities to include: (a) providing advisory services and supplying inputs, tools and equipment to community groups for the implementation of sustainable and resilient livelihoods activities; and (b) building the organizational, technical, financial and business capacity of community groups for the implementation of said livelihoods activities.
4. Carrying out of a program of activities to improve the capacity for flood forecasting and preparedness, such activities to include: (a) providing support to RMA for the maintenance and calibration of existing weather stations, integration of doppler radar equipment into rainfall forecasting systems, installation of automatic rain gauges and communication equipment for early warning system information receipt and transmission, carrying out training for improved weather and risk forecasting, and engagement with actual and potential users of weather information services; (b) providing support to RNRA for the carrying out of a hydrological modelling study for the Sebeya catchment, providing operational support for the introduction of hydrological modeling,

selection and testing of hydrological models for pilot watersheds, and installation of automated hydromet stations; and (c) providing support to MIDIMAR for the carrying out of participatory assessments of community vulnerability, and the participatory design and implementation of flood mitigation measures, communication systems, and preparedness and rescue plans.

Part B: Research, Monitoring and Management

1. Establishing a national modeling platform to map out indicators for landscape health, identify management priorities and demonstrate feasibility and benefits of restoring lost environmental and economic functions of landscapes.
2. Carrying out of comparative field-based monitoring on a range of environmental and associated economic functions to demonstrate the effectiveness of land rehabilitation techniques.
3. Establishing partnerships with key research institutions and carrying out of applied research on agreed priority topics.
4. Supporting the production and dissemination of technical notes and manuals for practitioners.
5. Financing of costs associated with Project management, monitoring and evaluation.



## SCHEDULE 2

### Project Execution

#### Section I. Institutional and Other Arrangements

##### A. Institutional Arrangements

###### *Ministry of Natural Resources*

1. The Ministry of Natural Resources shall be responsible for overall Project coordination and oversight.
2. The Recipient shall delegate the responsibility for day-to-day Project implementation and management to the Project Implementing Entity and shall throughout Project implementation, maintain the Project Implementing Entity with an institutional framework, functions, and resources satisfactory to the World Bank, including qualified and experienced staff in adequate numbers and terms of reference satisfactory to the World Bank.

###### *Project Steering Committee*

3. The Recipient shall not later than December 30, 2014 or such other date as may be agreed with the World Bank, establish and thereafter maintain throughout Project implementation, a Project Steering Committee (PSC) with functions satisfactory to the World Bank and with adequate resources to carry out its functions under the Project.
4. Without limitation upon the provisions of paragraph 3 of this Section, the PSC shall meet twice a year or as needed, and shall be responsible for: (i) providing overall policy and strategic guidance on the Project; (ii) approving Project investments; and (iii) approving and monitoring annual work plan and budget.

###### *Single Project Implementation Unit*

5. The Recipient shall: (a) cause the Project Implementing Entity to maintain throughout Project implementation, the Single Project Implementation Unit (SPIU) with adequate resources to carry out its responsibilities under the Project; and (b) cause the Project Implementing Entity to, not later than December 30, 2014 or such other date as may be agreed with the World Bank, appoint and thereafter maintain throughout Project Implementation, a Project Coordinator, an additional accountant and an additional procurement specialist, all with terms of reference, qualifications and experience satisfactory to the World Bank.
6. Without limitation upon the provisions of paragraph 5 of this Section, the SPIU shall be responsible for the day-to-day management and administration of the

Project including financial management, procurement and monitoring and evaluation.

*District Project Coordination Teams*

7. The Recipient shall: (a) cause the Project Implementing Entity to not later than March 1, 2015 or such other date as may be agreed with the World Bank, establish and thereafter maintain throughout Project implementation in each District in which the Project is to be implemented, a District Project Coordination Team comprising of district level officials responsible for agriculture, environment, forestry, mines, lands and cooperative, and such other officials as may be necessary for purposes of the Project, with terms of reference satisfactory to the World Bank; and (b) cause the Project Implementing Entity to avail adequate resources to the District Project Coordination Teams to carry out their responsibilities under this Project.
8. Without limitation upon the provisions of paragraph 7 of this Section, the District Project Coordination Teams shall be responsible for District-level Project implementation, including community mobilization, liaison with District level authorities and capacity building activities.

*Gishwati Integrated Landscape Planning Working Group*

9. The Recipient shall cause the Project Implementing Entity to not later than May 1, 2015 or such other date as may be agreed with the World Bank, establish the Gishwati Integrated Landscape Planning Working Group with functions satisfactory to the World Bank and with adequate resources to carry out its functions under the Project.
10. Without limitation upon the provisions of paragraph 9 of this Section, the Gishwati Integrated Landscape Planning Working Group shall be responsible for integrating existing land use and development plans, and developing coordination structures going forward.

**B. Subsidiary Agreement**

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity, on grant terms, under a subsidiary agreement between the Recipient and the Project Implementing Entity ("Subsidiary Agreement"), under terms and conditions approved by the World Bank, which shall include the obligation of the Project Implementing Entity to:
  - (a) carry out the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines;



- (b) provide, promptly as needed, the resources required for the purpose;
  - (c) procure the goods and services to be financed out of the Grant in accordance with the provisions of this Agreement;
  - (d) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Project and the achievement of the Grant's objectives;
  - (e) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (ii) at the World Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank;
  - (f) enable the Recipient and the World Bank to inspect the Project, its operations and any relevant records and documents; and
  - (g) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.
3. In the event of any conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the latter shall prevail.

**C. Implementation Arrangements**

*Project Implementation Manual*

1. The Recipient shall ensure and cause the Project Implementing Entity to: (a) (i) prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank a Project implementation manual containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, corruption and fraud mitigation measures and such other arrangements and

procedures as shall be required for the Project; and (ii) thereafter adopt and carry out the Project in accordance with such Project implementation manual as shall have been approved by the World Bank (Project Implementation Manual); and (b) except as the World Bank shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.

2. In case of a conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.

*Annual Work Plan and Budget*

3. The Recipient shall ensure and cause the Project Implementing Entity to not later than May 30 of each year, prepare and furnish to the World Bank, an annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget for the purpose.
4. The Recipient shall ensure and cause the Project Implementing Entity to exchange views with the World Bank on each such proposed annual work plan, and shall cause the Project Implementing Entity to thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the World Bank, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the World Bank (Agreed Annual Work Plan).

*District Memorandum of Understanding*

5. To facilitate the implementation of the Project at the District level, the Recipient shall cause the Project Implementing Entity to, not later than August 30, 2015 to enter into a memorandum of understanding with each District in which the Project is operative detailing mutual responsibilities for the implementation of the Project and detailing other terms and conditions as may be approved by the World Bank ("District Memorandum of Understanding"), such terms and conditions to include the responsibility of said District to: (i) carry out the activities with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the Project Implementation Manual and the Anti-corruption Guidelines; (ii) maintain policies and procedures adequate to enable it to monitor the progress of its activities under the Project and the achievement of the Project's objectives; (iii) enable the Recipient and the World Bank to inspect the Project activities within the District's jurisdiction, its operation and any relevant records and documents; and (iv) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank may reasonably request relating to the foregoing.
6. The Recipient shall ensure and cause the Project Implementing Entity to exercise its rights and perform its obligations under each District Memorandum of



Understanding in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive any District Memorandum of Understanding or any of its provisions.

**D. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**E. Safeguards.**

1. The Recipient shall ensure and cause the Project Implementing Entity to carry out the Project in accordance with the provisions of the ESMF, the RPF, the Process Framework and the IPMF.
2. Further to Part E.1 of this Section I, the Recipient shall ensure that:
  - (a) (i) all terms of reference for all studies or other technical assistance to be carried out under the Project are consistent with and pay due attention to ESMF, the RPF, the Process Framework and the IPMF, and to the Recipient's own laws relating to the environment and social aspects; and (ii) to this end, the Recipient shall, prior to undertaking each study included in the Project: (1) prepare and furnish the terms of reference for such study to the World Bank for its review; (2) afford the World Bank a reasonable opportunity to exchange views with the Recipient on said terms of reference; and (3) promptly finalize such terms of reference as shall have been approved by the World Bank; and
  - (b) where required under the ESMF, the RPF or Process Framework in respect of any of the Project activities: (i) an ESMP, ESIA, RAP and/or CRMP for said Project activity is prepared as required; (ii) each such instrument is furnished to the World Bank for its review and approval prior to the implementation of said Project activity; and (iii) each such instrument is thereafter adopted and disclosed in accordance with the provisions of the ESMF, the RPF or the Process Framework.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports; Completion Report**

1. The Recipient shall ensure and cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank and set out in the Project Implementation Manual. Each Project Report shall cover the period of one

calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2. The Recipient shall ensure and cause the Project Implementing Entity to prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.
3. Without limitation upon its other reporting obligations under Paragraph 1 of this Section II.A, the Recipient shall ensure and cause the Project Implementing Entity to report, as part of the Project Report, on the status of implementation and compliance with the safeguard requirements as set out in the ESMF, the RPF, the Process Framework, the IPMF and this Agreement.

**B. Financial Management; Financial Reports; Audits**

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall cause and ensure that Financial Statements for the Project are audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

**Section III. Procurement**

**A. General**

1. **Procurement and Consultant Guidelines.** All goods, works non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
  - (a) Section 1 of the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (Revised July 2014) ("Procurement Guidelines") in the case of goods, works and non-consulting services, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (Revised July 2014) ("Consultant Guidelines") in the case of consultants' services; and

- (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").
2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
- B. Particular Methods of Procurement of Goods, Works and Non-consulting Services**
1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:

Procurement Method
(a) Limited International Bidding
(b) National Competitive Bidding
(c) Direct Contracting
(d) Shopping
(e) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank and set out in the PIM
(f) Procurement from UNOPs
(g) Community Participation procedures which have been found acceptable to the World Bank and set out in the PIM



**C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan:

Procurement Method
(a) Quality Based Selection
(b) Least Cost Selection
(c) Fixed-Budget Selection
(d) Selection Based on Consultant Qualification
(e) Single-Source Selection of consulting firms
(f) Selection of Individual Consultants
(g) Single-source procedures for the Selection of Individual Consultants

**D. Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in (USD))	Percentage of Expenditures to be Financed (inclusive of Taxes)
Goods, works, non-consulting services, consultants' services, Training and Operating Costs under the Project	5,487,000	58%
<b>TOTAL AMOUNT</b>	<b>5,487, 000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2019.

**Section V Other Undertakings**

**Audit Committee**

The Recipient shall cause the Project Implementing Entity to not later than December 30, 2014 or such other date as may be agreed with the World Bank to appoint and thereafter maintain through-out Project implementation, an internal audit committee, with institutional framework, staffing and terms of reference satisfactory to the World Bank, and with adequate resources to carry out its responsibilities under the Project.



## APPENDIX

### I. Definitions

1. "Agreed Annual Work Plan" means the program of activities agreed each Fiscal Year between the Recipient and the World Bank for implementation under the Project in accordance with Section I.C.3 of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.
2. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
3. "Community Resource Management Plan" or "CRMP" means a plan acceptable to the World Bank prepared pursuant to the Process Framework setting out the arrangements, including related compensation measures, to be applied in the event of adverse impacts on the livelihoods of the displaced persons resulting from the involuntary restriction of access to legally designated parks and protected areas on account of the Project, and such term includes any schedules or annexes to said Plan.
4. "District" means an administrative subdivision of the Recipient, established pursuant to the Recipient's Organic Law No. 29/2005 of December 31, 2005.
5. "District Memorandum of Understanding" means with respect to each District in which the Project is operative, the memorandum of understanding acceptable to the World Bank to be entered into between REMA and said District, in accordance with the provisions of Section I.C.5 of Schedule 2 to this Agreement.
6. "District Project Coordination Team" means the Recipient's District level Project coordination team responsible for implementing the Project at the District level and referred to in Section I.A.7 of Schedule 2 to the Agreement.
7. "ESIA" means an Environmental and Social Impact Assessment, acceptable to the World Bank, prepared pursuant to the ESMF identifying and assessing the potential environmental impacts of proposed project activities, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures; and "ESIAs" means, collectively, all such assessments.
8. "Environmental and Social Management Plan" or "ESMP" means a plan acceptable to the World Bank, prepared pursuant to the ESMF, describing the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to mitigate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, or to enhance positive impacts.

9. "Environmental and Social Management Framework" or "ESMF" means the Recipient's framework, dated June 2014 adopted for this Project and setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, that have been identified by the Recipient and the Project Implementing Entity to eliminate any adverse environmental and social impacts of Project activities, offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any schedules or annexes to said Framework.
10. "Fiscal Year" means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
11. "Gishwati Integrated Landscape Planning Working Group" means the Recipient's group referred to in Section I.A.9 of Schedule 2 to the Agreement, and comprising of representatives from MINAGRI, NAEB, RNRA, REMA, RDB, MIDIMAR, Districts and the private sector.
12. "Integrated Pest Management Framework" or "IPMF" means the Recipient's framework dated June 2009 ( updated in May 2011) and adopted for this Project and designed to address significant pest management issues including minimizing the potential adverse impacts of pesticides on human health and the environment and to advance ecologically-based integrated pest management practices.
13. "LDCF Grant Agreement" means the agreement of same date as this Agreement between the Recipient and the World Bank, acting as Administrator of the Least Developed Countries Fund (LDCF), providing a grant to the Recipient to assist in financing the Project; as such agreement may be amended from time to time. The term "LDCF Grant Agreement" includes all appendices, schedules and agreements supplemental to the LDCF Grant Agreement.
14. "Ministry of Agriculture and Animal Resources" or "MINAGRI" means the Recipient's ministry responsible for agriculture and animal resources.
15. "Ministry of Disaster Management and Refugee Affairs or "MIDIMAR" means the Recipient's ministry responsible for disaster management and refugee affairs.
16. "Ministry of Natural Resources" or "MINIRENA" means the Recipient's ministry responsible for matters relating to environment and natural resources.
17. "National Agricultural Exports Development Board" or "NAEB" means the Recipient's agency registered under MINAGRI and responsible for the development of agricultural exports or its successor thereto.
18. "Operating Costs" means the incremental expenses incurred by the Recipient on account of Project implementation, management, and monitoring, including expenses for workshop venues; workshop materials; operation and maintenance



costs of Project vehicles and office equipment; office supplies and consumables; communication charges; per diem and travel costs for Project staff, reasonable bank charges and public awareness-related media expenses, but excluding salaries of civil/public servants.

19. "Process Framework" means the Recipient's framework, dated June 2014, prepared for this Project and setting out the arrangements, including related compensation measures, to be applied in the event of adverse impacts on the livelihoods of the displaced persons resulting from the involuntary restriction of access to legally designated parks and protected areas on account of the Project, and such term includes any schedules or annexes to said Framework.
20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated June 6, 2014 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
21. "Project Coordinator" means the team leader responsible for the day-to-day implementation of the Project and referred to in Section I.A.5 of Schedule 2 to this Agreement.
22. "Project Implementation Manual" means the Project Implementation Manual in form and substance acceptable to the World Bank prepared by the Project Implementing Entity in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement, as the same may be amended in accordance with the provisions of said Section.
23. "Project Implementing Entity" means the Rwanda Environmental Management Authority.
24. "Project Implementing Entity's Legislation" means the Recipient's Law No. 16/2006 of April 3, 2006 pursuant to which the Project Implementing Entity is established.
25. "Project Steering Committee" means a committee established for purposes of the Project and referred to in Section I.A.3 of Schedule 2 to this Agreement comprising the permanent secretary MINIRENA, director generals of planning in MINAGRI, RDB and MIDIMAR, representative of RNRA, mayors of each of the Districts in which the project is operative and representatives of private sector, civil society groups and local and international non-governmental organizations.
26. "Resettlement Action Plan" or "RAP" means a plan acceptable to the World Bank setting out the arrangements, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project, in accordance with the provisions of the Resettlement Policy Framework (as hereinafter defined), and such term includes any schedules or annexes to said Plan.

27. "Resettlement Policy Framework" or "RPF" means the Recipient's framework, dated June 2014, prepared for this Project and setting out the arrangements, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project, and such term includes any schedules or annexes to said Framework.
28. "Rwanda Development Board" or "RDB" means the Recipient's agency established and operating under Law No 46/2013 of 16/06/2013 and responsible for fast tracking development and promoting local and foreign investment, r its legal successor thereto.
29. "Rwanda Environmental Management Authority" or "REMA" means the Recipient's entity, established and operating pursuant to its Law No. 16/2006 of April 3, 2006, and charged with environmental management, or the legal successor thereto.
30. "Rwanda Meteorology Agency" or "RMA" means the Recipient's agency established and operating under Law No. 54bis/2011 of 14/12/2011 and responsible for meteorology, or its legal successor thereto.
31. "Rwanda Natural Resources Authority" or "RNRA" means the Recipient's agency established and operating under Law No. 53/2010 of 25/01/2011 and responsible for management of natural resources including land, water, forests, mines and geology, or its legal successor thereto.
32. "Single Project Implementation Unit" or "SPIU" means the unit within REMA responsible for the day- to-day implementation of the Project and referred to in Section I.A.5 of Schedule 2 to this Project and comprising officials responsible for finance and administration, procurement, accounting, human resource management and technical specialists.
33. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity.
34. "Training" means the costs of training under the Project, based on an annual work plan approved by the World Bank, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation (excluding consultant services).

## **II. Modifications to the Standard Conditions**

The Standard Conditions are modified as follows:

1. A new definition is added in alphabetical order to the Appendix as follows (and the subsequent definitions are renumbered accordingly):  
  
“Legal Agreement” means either of the Grant Agreement or the agreement between the World Bank and the entity designated to be responsible for implementing the Project; and “Legal Agreements” means, collectively, both said agreements.”
2. The term “Grant Agreement”, whenever used in Sections 4.06, 5.01, 6.02, 7.04 and 7.05 of the Standard Conditions, is modified to read “Legal Agreements”.
3. The term “Grant Agreement”, whenever used in Section 5.02 of the Standard Conditions, is modified to read “any Legal Agreement”.

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LDCF GRANT NUMBER TF017782

# **Least Developed Countries Fund Grant Agreement**

(Landscape Approach to Forest Restoration and Conservation)

between

**REPUBLIC OF RWANDA**

and

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**  
(acting as Administrator of the Least Developed Countries Fund)

Dated *October 1*, 2014

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**LDCF GRANT NUMBER TF TF017782**

**LEAST DEVELOPED COUNTRIES FUND  
GRANT AGREEMENT**

AGREEMENT dated October 4, 2014, entered into between REPUBLIC OF RWANDA ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("World Bank"), acting as administrator of the Least Developed Countries Fund ("LDCF").

The Recipient and the World Bank hereby agree as follows:

**Article I**

**Standard Conditions; Definitions**

- 1.01. The Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in Section II of the Appendix to this 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 Standard Conditions or in this Agreement.

**Article II**

**The Project**

- 2.01. The Recipient declares its commitment to the objectives of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out the Project through Rwanda Environment Management Authority ("REMA") ("Project Implementing Entity") in accordance with the provisions of Article II of the Standard Conditions and the agreement dated the same date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement").
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

### **Article III**

#### **The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to four million, forty-five thousand United States Dollars (\$ 4,045,000) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

### **Article IV**

#### **Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:
  - (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement
  - (b) The Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to materially and adversely affect the ability of the Project Implementing Entity to perform any of its obligations under this Agreement or under its respective Subsidiary Agreement.
  - (c) The World Bank has determined after the Effective Date that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.
  - (d) The Project Implementing Entity has failed to perform any of its obligations under the Project Agreement, the Subsidiary Agreement, the GEF Grant Agreement and any Project Agreement or Subsidiary Agreement associated with the GEF Grant Agreement.

- (e) IBRD or IDA has declared the Project Implementing Entity ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that the Project Implementing Entity is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the Project Implementing Entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.
- (f) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that the Project Implementing Entity will be able to perform its obligations under the Project Agreement.

#### **Article V**

##### **Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied:
- (a) The execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action.
  - (b) The GEF Grant Agreement and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under the Grant Agreement (other than the effectiveness of this Agreement) have been fulfilled.
  - (c) The Subsidiary Agreement between the Recipient and the Project Implementing Entity has been executed in accordance with the Section I.B of Schedule 2 to this Agreement.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Recipient, showing: (a) on behalf of the Recipient that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally



binding upon it in accordance with their respective terms; (b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized and executed and delivered on its behalf and is legally binding upon it in accordance with its respective terms; and (c) the Subsidiary Agreement referred to in Section I.B of Schedule 2 to this Agreement have been duly authorized by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.

- 5.03. Except as the Recipient and the World Bank shall otherwise agree, the Effective Date on which this Agreement shall enter into effect shall be the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01. If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such events have ceased to exist.
- 5.04. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

## **Article VI**

### **Recipient's Representative; Addresses**

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance and Economic Planning  
P. O. Box 158  
Kigali  
Rwanda

Facsimile:

250-57-75-81

- 6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions 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) or 64145 (MCI)	1-202-477-6391

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

REPUBLIC OF RWANDA

By



A handwritten signature in blue ink, appearing to read "Claver Gatete".

Authorized Representative

Name: Claver Gatete

Title: Minister of Finance and Economic Planning

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

(acting as administrator of the Least Developed Countries Fund)

By



A handwritten signature in blue ink, appearing to read "Carolyn Turk".

Authorized Representative

Name: Carolyn Turk

Title: Country Manager



**SCHEDULE 1**  
**Project Description**

The objective of the Project is to demonstrate landscape management for enhanced environmental services and climate resilience in one priority landscape.

The Project consists of the following parts:

**Part A: Forest-friendly and Climate-Resilient Restoration of the Gishwati-Mukura Landscape**

1. Carrying out of a program of activities for the upgrading and management of the Gishwati and Mukura forests, such activities to include: (a) establishment of Gishwati and Mukura into a single protected area; (b) carrying out the physical demarcation of the boundaries of the single protected area; (c) restoring degraded natural habitats; (d) developing and updating management plans; (e) training and equipping eco-guards; (f) installing and constructing physical infrastructure including visitors centers, a park headquarters, viewing platforms, signed nature trails, and patrol posts; and (g) implementing environmental education programs for communities and schools.
2. Carrying out of a program of activities for the restoration of the Gishwati-Mukura forest corridor and promotion of sustainable land management practices, such activities to include: (a) carrying out of participatory sustainable land management planning with local communities; (b) establishing silvo-pastoralism in Gishwati rangelands; (c) supporting agroforestry and the re-establishment of natural forest; and (d) harmonizing land use planning for the Gishwati landscape.
3. Carrying out of a program of activities to support sustainable and resilient livelihoods activities in surrounding communities, such activities to include: (a) providing advisory services and supplying inputs, tools and equipment to community groups for the implementation of sustainable and resilient livelihoods activities; and (b) building the organizational, technical, financial and business capacity of community groups for the implementation of said livelihoods activities.
4. Carrying out of a program of activities to improve the capacity for flood forecasting and preparedness, such activities to include: (a) providing support to RMA for the maintenance and calibration of existing weather stations, integration of doppler radar equipment into rainfall forecasting systems, installation of automatic rain gauges and communication equipment for early warning system information receipt and transmission, carrying out training for improved weather and risk forecasting, and engagement with actual and potential users of weather information services; (b) providing support to RNRA for the carrying out of a hydrological modelling study for the Sebeya catchment, providing operational support for the introduction of hydrological modeling, selection and testing of hydrological models for pilot watersheds, and

installation of automated hydromet stations; and (c) providing support to MIDIMAR for the carrying out of participatory assessments of community vulnerability, and the participatory design and implementation of flood mitigation measures, communication systems, and preparedness and rescue plans.

**Part B Research, Monitoring and Management**

1. Establishing a national modeling platform to map out indicators for landscape health, identify management priorities and demonstrate feasibility and benefits of restoring lost environmental and economic functions of landscapes.
2. Carrying out of comparative field-based monitoring on a range of environmental and associated economic functions to demonstrate the effectiveness of land rehabilitation techniques.
3. Establishing partnerships with key research institutions and carrying out of applied research on agreed priority topics.
4. Supporting the production and dissemination of technical notes and manuals for practitioners.
5. Financing of costs associated with Project management, monitoring and evaluation.

## SCHEDULE 2

### Project Execution

#### Section I. Institutional and Other Arrangements

##### A. Institutional Arrangements

###### *Ministry of Natural Resources*

1. The Ministry of Natural Resources shall be responsible for overall Project coordination and oversight.
2. The Recipient shall delegate the responsibility for day-to-day Project implementation and management to the Project Implementing Entity and shall throughout Project implementation, maintain the Project Implementing Entity with an institutional framework, functions, and resources satisfactory to the World Bank, including qualified and experienced staff in adequate numbers and terms of reference satisfactory to the World Bank.

###### *Project Steering Committee*

3. The Recipient shall not later than December 30, 2014 or such other date as may be agreed with the World Bank, establish and thereafter maintain throughout Project implementation, a Project Steering Committee (PSC) with functions satisfactory to the World Bank and with adequate resources to carry out its functions under the Project.
4. Without limitation upon the provisions of paragraph 3 of this Section, the PSC shall meet twice a year or as needed, and shall be responsible for: (i) providing overall policy and strategic guidance on the Project; (ii) approving Project investments; and (iii) approving and monitoring annual work plan and budget.

###### *Single Project Implementation Unit*

5. The Recipient shall: (a) cause the Project Implementing Entity to maintain throughout Project implementation, the Single Project Implementation Unit (SPIU) with adequate resources to carry out its responsibilities under the Project; and (b) cause the Project Implementing Entity to, not later than December 30, 2014 or such other date as may be agreed with the World Bank, appoint and thereafter maintain throughout Project Implementation, a Project Coordinator, an additional accountant and an additional procurement specialist, all with terms of reference, qualifications and experience satisfactory to the World Bank.
6. Without limitation upon the provisions of paragraph 5 of this Section, the SPIU shall be responsible for the day-to-day management and administration of the Project including financial management, procurement and monitoring and evaluation.



*District Project Coordination Teams*

7. The Recipient shall: (a) cause the Project Implementing Entity to not later than March 1, 2015 or such other date as may be agreed with the World Bank, establish and thereafter maintain throughout Project implementation in each District in which the Project is to be implemented, a District Project Coordination Team comprising of district level officials responsible for agriculture, environment, forestry, mines, lands and cooperative, and such other officials as may be necessary for purposes of the Project, with terms of reference satisfactory to the World Bank; and (b) cause the Project Implementing Entity to avail adequate resources to the District Project Coordination Teams to carry out their responsibilities under this Project.
8. Without limitation upon the provisions of paragraph 7 of this Section, the District Project Coordination Teams shall be responsible for District-level Project implementation, including community mobilization, liaison with District level authorities and capacity building activities.

*Gishwati Integrated Landscape Planning Working Group*

9. The Recipient shall cause the Project Implementing Entity to not later than May 1, 2015 or such other date as may be agreed with the World Bank, establish the Gishwati Integrated Landscape Planning Working Group with functions satisfactory to the World Bank and with adequate resources to carry out its functions under the Project.
10. Without limitation upon the provisions of paragraph 9 of this Section, the Gishwati Integrated Landscape Planning Working Group shall be responsible for integrating existing land use and development plans, and developing coordination structures going forward.

**B. Subsidiary Agreement**

1. To facilitate the carrying out of the Project, the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity, on grant terms, under a subsidiary agreement between the Recipient and the Project Implementing Entity ("Subsidiary Agreement"), under terms and conditions approved by the World Bank, which shall include the obligation of the Project Implementing Entity to:
  - (a) carry out the Project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines;
  - (b) provide, promptly as needed, the resources required for the purpose;

- (c) procure the goods and services to be financed out of the Grant in accordance with the provisions of this Agreement;
  - (d) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Project and the achievement of the Grant's objectives;
  - (e) (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect the operations, resources and expenditures related to the Project; and (ii) at the World Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank;
  - (f) enable the Recipient and the World Bank to inspect the Project, its operations and any relevant records and documents; and
  - (g) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.
2. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the aforementioned, or any provision thereof.
3. In the event of any conflict between the provisions of the Subsidiary Agreement and those of this Agreement, the latter shall prevail.

**C. Implementation Arrangements**

*Project Implementation Manual*

1. The Recipient shall ensure and cause the Project Implementing Entity to: (a) (i) prepare, under terms of reference satisfactory to the World Bank, and furnish to the World Bank a Project implementation manual containing detailed guidelines and procedures for the implementation of the Project, including in the areas of monitoring and evaluation, procurement, coordination, social and environmental safeguards, financial, administrative and accounting procedures, corruption and fraud mitigation measures and such other arrangements and procedures as shall be required for the Project; and (ii) thereafter adopt and carry out the Project in accordance with such Project implementation manual as shall have been



approved by the World Bank (Project Implementation Manual); and (b) except as the World Bank shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.

2. In case of a conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.

*Annual Work Plan and Budget*

3. The Recipient shall ensure and cause the Project Implementing Entity to not later than May 30 of each year, prepare and furnish to the World Bank, an annual program of activities proposed for implementation under the Project during the following Fiscal Year, together with a proposed budget for the purpose.
4. The Recipient shall ensure and cause the Project Implementing Entity to exchange views with the World Bank on each such proposed annual work plan, and shall cause the Project Implementing Entity to thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the World Bank, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the World Bank (Agreed Annual Work Plan).

*District Memorandum of Understanding*

5. To facilitate the implementation of the Project at the District level, the Recipient shall cause the Project Implementing Entity to, not later than August 30, 2015 to enter into a memorandum of understanding with each District in which the Project is operative detailing mutual responsibilities for the implementation of the Project and detailing other terms and conditions as may be approved by the World Bank ("District Memorandum of Understanding"), such terms and conditions to include the responsibility of said District to: (i) carry out the activities with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the Project Implementation Manual and the Anti-corruption Guidelines; (ii) maintain policies and procedures adequate to enable it to monitor the progress of its activities under the Project and the achievement of the Project's objectives; (iii) enable the Recipient and the World Bank to inspect the Project activities within the District's jurisdiction, its operation and any relevant records and documents; and (iv) prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank may reasonably request relating to the foregoing.
6. The Recipient shall ensure and cause the Project Implementing Entity to exercise its rights and perform its obligations under each District Memorandum of Understanding in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World



Bank shall otherwise agree, the Project Implementing Entity shall not assign, amend, abrogate or waive any District Memorandum of Understanding or any of its provisions.

**D. Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**E. Safeguards.**

1. The Recipient shall ensure and cause the Project Implementing Entity to carry out the Project in accordance with the provisions of the ESMF, the RPF, the Process Framework and the IPMF.
2. Further to Part E.1 of this Section I, the Recipient shall ensure that:
  - (a) (i) all terms of reference for all studies or other technical assistance to be carried out under the Project are consistent with and pay due attention to ESMF, the RPF, the Process Framework and the IPMF, and to the Recipient's own laws relating to the environment and social aspects; and (ii) to this end, the Recipient shall, prior to undertaking each study included in the Project: (1) prepare and furnish the terms of reference for such study to the World Bank for its review; (2) afford the World Bank a reasonable opportunity to exchange views with the Recipient on said terms of reference; and (3) promptly finalize such terms of reference as shall have been approved by the World Bank; and
  - (b) where required under the ESMF, the RPF or Process Framework in respect of any of the Project activities: (i) an ESMP, ESIA, RAP and/or CRMP for said Project activity is prepared as required; (ii) each such instrument is furnished to the World Bank for its review and approval prior to the implementation of said Project activity; and (iii) each such instrument is thereafter adopted and disclosed in accordance with the provisions of the ESMF, the RPF or the Process Framework.

**Section II. Project Monitoring, Reporting and Evaluation**

**A. Project Reports; Completion Report**

1. The Recipient shall ensure and cause the Project Implementing Entity to monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators acceptable to the World Bank and set out in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.

2. The Recipient shall ensure and cause the Project Implementing Entity to prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.
3. Without limitation upon its other reporting obligations under Paragraph 1 of this Section II.A, the Recipient shall ensure and cause the Project Implementing Entity to report, as part of the Project Report, on the status of implementation and compliance with the safeguard requirements as set out in the ESMF, the RPF, the Process Framework, the IPMF and this Agreement.

**B. Financial Management; Financial Reports; Audits**

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Recipient shall cause and ensure that Financial Statements for the Project are audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

**Section III. Procurement**

**A. General**

1. **Procurement and Consultant Guidelines.** All goods, works non-consulting-services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
  - (a) Section I of the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ( Revised July 2014) ("Procurement Guidelines") in the case of goods, works and non-consulting services, and Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011( Revised July 2014) ("Consultant Guidelines") in the case of consultants' services; and

- (b) the provisions of this Section III, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").
2. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.
- B. Particular Methods of Procurement of Goods, Works and Non-consulting Services**
1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan:

Procurement Method
(a) Limited International Bidding
(b) National Competitive Bidding
(c) Direct Contracting
(d) Shopping
(e) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank and set out in the PIM
(f) Procurement from UNOPs
(g) Community Participation procedures which have been found acceptable to the World Bank and set out in the PIM



**C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan:

Procurement Method
(a) Quality Based Selection
(b) Least Cost Selection
(c) Fixed-Budget Selection
(d) Selection Based on Consultant Qualification
(e) Single-Source Selection of consulting firms
(f) Selection of Individual Consultants
(g) Single-source procedures for the Selection of Individual Consultants

**D. Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
Goods, works, non-consulting services, consultants' services, Training and Operating Costs under the Project	4,045,000	42%
<b>TOTAL AMOUNT</b>	<b>4,045,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2019.

**Section V Other Undertakings**

**Audit Committee**

The Recipient shall cause the Project Implementing Entity to not later than December 30, 2014 or such other date as may be agreed with the World Bank to appoint and thereafter maintain through-out Project implementation, an internal audit committee, with institutional framework, staffing and terms of reference satisfactory to the World Bank, and with adequate resources to carry out its responsibilities under the Project.

**APPENDIX**

**I. Definitions**

1. "Agreed Annual Work Plan" means the program of activities agreed each Fiscal Year between the Recipient and the World Bank for implementation under the Project in accordance with Section I.C.3 of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.
2. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
3. "Community Resource Management Plan" or "CRMP" means a plan acceptable to the World Bank prepared pursuant to the Process Framework setting out the arrangements, including related compensation measures, to be applied in the event of adverse impacts on the livelihoods of the displaced persons resulting from the involuntary restriction of access to legally designated parks and protected areas on account of the Project, and such term includes any schedules or annexes to said Plan.
4. "District" means an administrative subdivision of the Recipient, established pursuant to the Recipient's Organic Law No. 29/2005 of December 31, 2005.
5. "District Memorandum of Understanding" means with respect to each District in which the Project is operative, the memorandum of understanding acceptable to the World Bank to be entered into between REMA and said District, in accordance with the provisions of Section I.C.5 of Schedule 2 to this Agreement.
6. "District Project Coordination Team" means the Recipient's District level Project coordination team responsible for implementing the Project at the District level and referred to in Section I.A.7 of Schedule 2 to the Agreement.
7. "ESIA" means an Environmental and Social Impact Assessment, acceptable to the World Bank, prepared pursuant to the ESMF identifying and assessing the potential environmental impacts of proposed project activities, evaluating alternatives, and designing appropriate mitigation, management, and monitoring measures; and "ESIAs" means, collectively, all such assessments.
8. "Environmental and Social Management Plan" or "ESMP" means a plan acceptable to the World Bank, prepared pursuant to the ESMF, describing the set of mitigation, enhancement, monitoring, and institutional measures to be taken during implementation of the Project to mitigate adverse environmental and social impacts, offset them, or reduce them to acceptable levels, or to enhance positive impacts.



9. "Environmental and Social Management Framework" or "ESMF" means the Recipient's framework, dated June 2014 adopted for this Project and setting out mitigation, enhancement, monitoring, and institutional measures, including capacity building through training, that have been identified by the Recipient and the Project Implementing Entity to eliminate any adverse environmental and social impacts of Project activities, offset them, or reduce them to acceptable levels, or enhance positive impacts, as the same may be modified from time to time with the prior written agreement of the World Bank, and such term includes any schedules or annexes to said Framework.
10. "Fiscal Year" means each fiscal year of the Recipient commencing on July 1 and ending on June 30 of the subsequent year.
11. "GEF Grant Agreement" means the agreement of same date as this Agreement between the Recipient and the World Bank, acting as an Implementing Agency of the Global Environmental Facility ("GEF"), providing a grant to the Recipient to assist in financing the Project; as such agreement may be amended from time to time. The term "GEF Grant Agreement" includes all appendices, schedules and agreements supplemental to the GEF Grant Agreement.
12. "Gishwati Integrated Landscape Planning Working Group" means the Recipient's group referred to in Section I.A.9 of Schedule 2 to the Agreement, and comprising of representatives from MINAGRI, NAEB, RNRA, REMA, RDB, MIDIMAR, Districts and the private sector.
13. "Integrated Pest Management Framework" or "IPMF" means the Recipient's framework dated June 2009 ( updated in May 2011) and adopted for this Project and designed to address significant pest management issues including minimizing the potential adverse impacts of pesticides on human health and the environment and to advance ecologically-based integrated pest management practices.
14. "Ministry of Agriculture and Animal Resources" or "MINAGRI" means the Recipient's ministry responsible for agriculture and animal resources.
15. "Ministry of Disaster Management and Refugee Affairs or "MIDIMAR" means the Recipient's ministry responsible for disaster management and refugee affairs.
16. "Ministry of Natural Resources" or "MINIRENA" means the Recipient's ministry responsible for matters relating to environment and natural resources.
17. "National Agricultural Exports Development Board" or "NAEB" means the Recipient's agency registered under MINAGRI and responsible for the development of agricultural exports or its successor thereto.
18. "Operating Costs" means the incremental expenses incurred by the Recipient on account of Project implementation, management, and monitoring, including expenses for workshop venues; workshop materials; operation and maintenance

costs of Project vehicles and office equipment; office supplies and consumables; communication charges; per diem and travel costs for Project staff, reasonable bank charges and public awareness-related media expenses, but excluding salaries of civil/public servants.

19. "Process Framework" means the Recipient's framework, dated June 2014, prepared for this Project and setting out the arrangements, including related compensation measures, to be applied in the event of adverse impacts on the livelihoods of the displaced persons resulting from the involuntary restriction of access to legally designated parks and protected areas on account of the Project, and such term includes any schedules or annexes to said Framework.
20. "Procurement Plan" means the Recipient's procurement plan for the Project, dated June 6, 2014 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
21. "Project Coordinator" means the team leader responsible for the day-to-day implementation of the Project and referred to in Section I.A.5 of Schedule 2 to this Agreement.
22. "Project Implementation Manual" means the Project Implementation Manual in form and substance acceptable to the World Bank prepared by the Project Implementing Entity in accordance with the provisions of Section I.C.1 of Schedule 2 to this Agreement, as the same may be amended in accordance with the provisions of said Section.
23. "Project Implementing Entity" means the Rwanda Environmental Management Authority.
24. "Project Implementing Entity's Legislation" means the Recipient's Law No. 16/2006 of April 3, 2006 pursuant to which the Project Implementing Entity is established.
25. "Project Steering Committee" means a committee established for purposes of the Project and referred to in Section I.A.3 of Schedule 2 to this Agreement comprising the permanent secretary MINIRENA, director generals of planning in MINAGRI, RDB and MIDIMAR, representative of RNRA, mayors of each of the Districts in which the project is operative and representatives of private sector, civil society groups and local and international non-governmental organizations.
26. "Resettlement Action Plan" or "RAP" means a plan acceptable to the World Bank setting out the arrangements, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project, in accordance with the provisions of the Resettlement Policy Framework (as hereinafter defined), and such term includes any schedules or annexes to said Plan.



27. "Resettlement Policy Framework" or "RPF" means the Recipient's framework, dated June 2014, prepared for this Project and setting out the arrangements, including related compensation measures, to be applied in the event of the physical or economic displacement of persons affected by activities to be implemented under the Project, and such term includes any schedules or annexes to said Framework.
28. "Rwanda Development Board" or "RDB" means the Recipient's agency established and operating under Law No 46/2013 of 16/06/2013 and responsible for fast tracking development and promoting local and foreign investment, r its legal successor thereto.
29. "Rwanda Environmental Management Authority" or "REMA" means the Recipient's entity, established and operating pursuant to its Law No. 16/2006 of April 3, 2006, and charged with environmental management, or the legal successor thereto.
30. "Rwanda Meteorology Agency" or "RMA" means the Recipient's agency established and operating under Law No. 54bis/2011 of 14/12/2011 and responsible for meteorology, or its legal successor thereto.
31. "Rwanda Natural Resources Authority" or "RNRA" means the Recipient's agency established and operating under Law No. 53/2010 of 25/01/2011 and responsible for management of natural resources including land, water, forests, mines and geology, or its legal successor thereto.
32. "Single Project Implementation Unit" or "SPIU" means the unit within REMA responsible for the day- to-day implementation of the Project and referred to in Section I.A.5 of Schedule 2 to this Project and comprising officials responsible for finance and administration, procurement, accounting, human resource management and technical specialists.
33. "Subsidiary Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to the Project Implementing Entity.
34. "Training" means the costs of training under the Project, based on an annual work plan approved by the World Bank, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation (excluding consultant services).

**II. Modifications to the Standard Conditions**

The Standard Conditions are modified as follows:

1. A new definition is added in alphabetical order to the Appendix as follows (and the subsequent definitions are renumbered accordingly):

“Legal Agreement” means either of the Grant Agreement or the agreement between the World Bank and the entity designated to be responsible for implementing the Project; and “Legal Agreements” means, collectively, both said agreements.”

2. The term “Grant Agreement”, whenever used in Sections 4.06, 5.01, 6.02, 7.04 and 7.05 of the Standard Conditions, is modified to read “Legal Agreements”.
3. The term “Grant Agreement”, whenever used in Section 5.02 of the Standard Conditions, is modified to read “any Legal Agreement”.