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ITEGEKO NGENGA N° 002/OL/2016  
RYO KU WA 08/09/2016 RIKURAHO  
ITEGEKO NGENGA N° 02/2010/OL  
RYO KU WA 09/06/2010 RIGENA  
IMITERERE, IFASI, UBUBASHA  
N'IMIKORERE BYA KOMITE  
Y'ABUNZI NK'UKO RYAHINDUWE  
KANDI RYUJUJWE KUGEZA UBU

ORGANIC LAW N° 002/OL/2016 OF  
08/09/2016 REPEALING ORGANIC  
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ORGANISATION, JURISDICTION,  
COMPETENCE AND  
FUNCTIONING OF THE  
MEDIATION COMMITTEE AS  
MODIFIED AND COMPLEMENTED  
TO DATE

LOI ORGANIQUE N° 002/OL/2016 DU  
08/09/2016 ABROGEANT LA LOI  
ORGANIQUE N°02/2010/OL DU  
09/06/2010  
PORTANT  
ORGANISATION, RESSORT,  
COMPETENCE ET  
FONCTIONNEMENT DU COMITÉ  
DE CONCILIATEURS TELLE QUE  
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ITEGEKO NGENGA N° 002/OL/2016  
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ITEGEKO NGENGA N° 02/2010/OL  
RYO KU WA 09/06/2010 RIGENA  
IMITERERE, IFASI, UBUBASHA  
N'IMIKORERE BYA KOMITE  
Y'ABUNZI NK'UKO RYAHINDUWE  
KANDI RYUJUJWE KUGEZA UBU

ORGANIC LAW N° 002/OL/2016 OF  
08/09/2016 REPEALING ORGANIC  
LAW N° 02/2010/OL OF 09/06/2010 ON  
ORGANISATION, JURISDICTION,  
COMPETENCE AND  
FUNCTIONING OF THE  
MEDIATION COMMITTEE AS  
MODIFIED AND COMPLEMENTED  
TO DATE

LOI ORGANIQUE N° 002/OL/2016 DU  
08/09/2016 ABROGEANT LA LOI  
ORGANIQUE N°02/2010/OL DU  
09/06/2010  
PORTANT  
ORGANISATION, RESSORT,  
COMPETENCE ET  
FONCTIONNEMENT DU COMITÉ  
DE CONCILIATEURS TELLE QUE  
MODIFIEE ET COMPLETEE A CE  
JOUR

Twebwe, KAGAME Paul,  
Perezida wa Repubulika;

We, KAGAME Paul,  
President of the Republic;

Nous, KAGAME Paul,  
Président de la République;

INTEKO ISHINGA AMATEGEKO  
YEMEJE, NONE NATWE  
DUHAMIE, DUTANGAJE  
ITEGEKO NGENGA RITEYE RITYA  
KANDI DUTEGETSE KO  
RYANDIKWA MU IGAZETI YA  
LETA YA REPUBLIKA Y'U  
RWANDA

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

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

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yayo yo  
ku wa 12 Nyakanga 2016;

The Chamber of Deputies, in its session of  
12 July 2016;

La Chambre des Députés, en sa séance  
du 12 juillet 2016;

Sena, mu nama yayo yo ku wa 01 Kanama  
2016;

The Senate, in its session of 01 August  
2016;

Le Sénat, en sa séance du 01 août 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 85, iya 87, iya 88, iya 90, iya 91, iya 93, iya 94, iya 95, iya 106, iya 120, iya 141 n'iya 176;

Isubiye ku Itegeko Ngenga n° 02/2010/OL ryo ku wa 09/06/2010 rigena imiterere, ifasi, ububasha n'imikorere bya Komite y'Abunzi nk'uko ryahinduwe kandi ryujujwe kugeza ubu;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 85, 87, 88, 90, 91, 93, 94, 95, 106, 120, 141 and 176;

Having reviewed Organic Law n° 02/2010/OL of 09/06/2010 on organisation, jurisdiction, competence and functioning of the mediation committee as modified and complemented to date;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 85, 87, 88, 90, 91, 93, 94, 95, 106, 120, 141 et 176;

Revu la Loi Organique n° 02/2010/OL du 09/06/2010 portant organisation, ressort, compétence et fonctionnement du comité de conciliateurs telle que modifiée et complétée à ce jour;

**YEMEJE:**

**Ingingo ya mbere: Icyo iri tegeko ngenga rigamije**

Iri tegeko ngenga rikuraho Itegeko Ngenga n° 02/2010/OL ryo ku wa 09/06/2010 rigena imiterere, ifasi, ububasha n'imikorere bya Komite y'Abunzi nk'uko ryahinduwe kandi ryujujwe kugeza ubu.

**ADOPTS:**

**Article One: Purpose of this Organic Law**

This Organic Law repeals Organic Law n° 02/2010/OL of 09/06/2010 on organisation, jurisdiction, competence and functioning of the mediation committee as modified and complemented to date.

**ADOPTE:**

**Article premier: Objet de la présente loi organique**

La présente loi organique abroge la Loi Organique n° 02/2010/OL du 09/06/2010 portant organisation, ressort, compétence et fonctionnement du comité de conciliateurs telle que modifiée et complétée à ce jour.

**Ingingo ya 2: Ivanwaho ry'Itegeko Ngenga**

Itegeko Ngenga n° 02/2010/OL ryo ku wa 09/06/2010 rigena imiterere, ifasi, ububasha n'imikorere bya Komite

**Article 2: Repealing of an Organic Law**

Organic Law n° 02/2010/OL of 09/06/2010 on organisation, jurisdiction, competence and functioning of the

**Article 2: Abrogation d'une Loi Organique**

La Loi Organique n° 02/2010/OL du 09/06/2010 portant organisation, ressort, compétence et fonctionnement du comité

y'Abunzi nk'uko ryahinduwe kandi mediation committee as modified and de conciliateurs telle que modifiée et ryujujwe kugeza ubu rivanyweho. complemented to date is repealed. complétée à ce jour est abrogée.

**Ingingo ya 3: Itegurwa, isuzumwa n'itorwa by'iri tegeko ngenga**

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

**Article 3: Drafting, consideration and adoption of this Organic Law**

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

**Article 3: Initiation, examen et adoption de la présente loi organique**

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

**Ingingo ya 4: Ivanwaho ry'ingingo z'amategeko zinyuranyije n'iri tegeko ngenga**

Ingingo zose z'amategeko abanziriza iri tegeko ngenga kandi zinyuranyije na ryo zivanyweho.

**Article 4: Repealing provision**

All prior legal provisions contrary to this Organic Law are repealed.

**Article 4: Disposition abrogatoire**

Toutes les dispositions légales antérieures contraires à la présente loi organique sont abrogées.

**Ingingo ya 5: Igihe iri tegeko ngenga ritangira gukurikizwa**

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

**Article 5: Commencement**

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

**Article 5: Entrée en vigueur**

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

Kigali, ku wa 08/09/2016

Kigali, on 08/09/2016

Kigali, le 08/09/2016

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

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

**Bibonywe kandi bishyizweho ikirango  
cy a Repubulika:**

(sé)  
**USINGYE 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°33/2016 RYO KU WA  
05/09/2016 RYEMERA KWEMEZA  
BURUNDU AMASEZERANO  
Y'INGUZANYO N° 5796-RW  
YASHYIRIWEHO UMUKONO I  
KIGALI MU RWANDA KU WA 17  
KAMENA 2016, HAGATI YA  
REPUBLIKA Y'U RWANDA  
N'IKIGEGA MPUZAMAHANGA  
GITSURA AMAJYAMBERE (IDA),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI CUMI  
N'ENYE N'IBIHUMBI MAGANA  
ATANU Z'AMADETESI (14.500.000  
DTS) AGENEWE UMUSHINGA WO  
GUSHYIRaho IBIGO  
BY'AMASHURI MAKURU  
BY'INDASHYIKIRWA MURI  
AFURIKA Y'IBURASIRAZUBA  
N'IY'AMAJYEPFO – ACE II

LAW N°33/2016 OF 05/09/2016  
AUTHORISING THE RATIFICATION OF THE  
FINANCING AGREEMENT N° 5796 -  
RW SIGNED IN KIGALI, RWANDA  
ON 17 JUNE 2016, BETWEEN THE  
REPUBLIC OF RWANDA AND THE  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION (IDA), RELATING TO  
THE CREDIT OF FOURTEEN  
MILLION FIVE HUNDRED  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 14,500,000) FOR  
ESTABLISHING EASTERN AND  
SOUTHERN AFRICA HIGHER  
EDUCATION CENTERS OF  
EXCELLENCE PROJECT – ACE II

LOI N°33/2016 DU 05/09/2016  
AUTORISANT LA RATIFICATION  
DE L'ACCORD DE FINANCEMENT  
N° 5796-RW SIGNE A KIGALI, AU  
RWANDA LE 17 JUIN 2016, ENTRE  
LA REPUBLIQUE DU RWANDA ET  
L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF  
AU CREDIT DE QUATORZE  
MILLIONS CINQ CENT MILLE  
DROITS DE TIRAGE SPECIAUX  
(14.500.000 DTS) POUR LE PROJET  
DE CREATION DE CENTRES  
D'EXCELLENCE  
D'ENSEIGNEMENT SUPERIEUR EN  
AFRIQUE DE L'EST ET AUSTRALE-  
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ITEGEKO N°33/2016 RYO KU WA  
05/09/2016 RYEMERA KWEMEZA  
BURUNDU AMASEZERANO  
Y'INGUZANYO N° 5796-RW  
YASHYIRIWEHO UMUKONO I  
KIGALI MU RWANDA KU WA 17  
KAMENA 2016, HAGATI YA  
REPUBLIKA Y'U RWANDA  
N'IKIGEGA MPUZAMAHANGA  
GITSURA AMAJYAMBERE (IDA),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI CUMI  
N'ENYE N'IBIHUMBI MAGANA  
ATANU Z'AMADETESI (14.500.000  
DTS) AGENEWE UMUSHINGA WO  
GUSHYIRaho IBIGO  
BY'AMASHURI MAKURU  
BY'INDASHYIKIRWA MURI  
AFURIKA Y'IBURASIRAZUBA  
N'IY'AMAJYEPFO – ACE II

LAW N°33/2016 OF 05/09/2016  
AUTHORISING THE RATIFICATION OF THE  
FINANCING AGREEMENT N° 5796 -  
RW SIGNED IN KIGALI, RWANDA  
ON 17 JUNE 2016, BETWEEN THE  
REPUBLIC OF RWANDA AND THE  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION (IDA), RELATING TO  
THE CREDIT OF FOURTEEN  
MILLION FIVE HUNDRED  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 14,500,000) FOR  
ESTABLISHING EASTERN AND  
SOUTHERN AFRICA HIGHER  
EDUCATION CENTERS OF  
EXCELLENCE PROJECT – ACE II

LOI N°33/2016 DU 05/09/2016  
AUTORISANT LA RATIFICATION  
DE L'ACCORD DE FINANCEMENT  
N° 5796-RW SIGNE A KIGALI, AU  
RWANDA LE 17 JUIN 2016, ENTRE  
LA REPUBLIQUE DU RWANDA ET  
L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF  
AU CREDIT DE QUATORZE  
MILLIONS CINQ CENT MILLE  
DROITS DE TIRAGE SPECIAUX  
(14.500.000 DTS) POUR LE PROJET  
DE CREATION DE CENTRES  
D'EXCELLENCE  
D'ENSEIGNEMENT SUPERIEUR EN  
AFRIQUE DE L'EST ET AUSTRALIE-  
ACE II

Twebwe, KAGAME Paul,  
Perezida wa Repubulika;

We, KAGAME Paul,  
President of the Republic;

Nous, KAGAME Paul,  
Président de la République;

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

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

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

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite, mu nama yawo yo ku wa 01 Kanama 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma Amasezerano y'Inguzanyo n° 5796-RW yashyiriweho umukono i Kigali, mu Rwanda ku wa 17 Kamena 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyon cumi n'enyenye n'ibihumbi magana atanu z'Amadetes (14.500.000 DTS) agenewe Umushinga wo Gushyiraho Ibigo by'Amashuri Makuru by'Indashyikirwa muri Afurika y'Iburasirazuba n'iy'Amajyepfo – ACE II;

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 01 August 2016;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

After consideration of the Financing Agreement n° 5796-RW signed in Kigali, Rwanda on 17 June 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million five hundred thousand Special Drawing Rights (SDR 14,500,000) for establishing Eastern and Southern Africa Higher Education Centers of Excellence Project – ACE II;

**LE PARLEMENT:**

La Chambre des Députés, en sa séance du 01 août 2016;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176;

Après examen de l'Accord de Financement n° 5796-RW signé à Kigali, au Rwanda le 17 juin 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions cinq cent mille Droits de Tirage Spéciaux (14.500.000 DTS) pour le Projet de Crédit des Centres d'Excellence d'Enseignement Supérieur en Afrique de l'Est et Australe - ACE II ;

**YEMEJE:**

**Ingingo ya mbere: Kwemera kwemeza burundu**

Amasezerano y'Inguzanyo n° 5796-RW yashyiriweho umukono i Kigali mu

**ADOPTS:**

**Article One: Authorisation for ratification**

The Financing Agreement n° 5796 –RW signed in Kigali, Rwanda on 17 June 2016,

**ADOPTE :**

**Article premier: Autorisation pour ratification**

L'Accord de Financement n° 5796-RW signé à Kigali, au Rwanda le 17 juin 2016,

Rwanda ku wa 17 Kamena 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyon i cumi n'enyenye n'ibihumbi magana atanu z'Amadetes (14.500.000 DTS) agenewe Umushinga wo gushyiraho Ibigo by'Amashuri Makuru by'Indashyikirwa muri Afurika y'Iburasirazuba n'iy'Amajyepfo – ACE II, ari ku mugerekwa, yemerewe kwemezwa burundi.

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

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

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

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

between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million five hundred thousand Special Drawing Rights (SDR 14,500,000) for establishing Eastern and Southern Africa Higher Education Centers of Excellence Project – ACE II, in appendix, is authorised for ratification.

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

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

**Article 3: Commencement**

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

entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions cinq cent mille Droits de Tirage Spéciaux (14.500.000 DTS) pour le Projet de Création des Centres d'Excellence d'Enseignement Supérieur en Afrique de l'Est et Australe - ACE II, en annexe, est autorisé pour ratification.

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

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

**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, ku wa **05/09/2016**

(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

Kigali, on **05/09/2016**

(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

Kigali, le **05/09/2016**

(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°35/2016 RYO KU WA  
08/09/2016 RYEMERA KWEMEZA  
BURUNDU AMASEZERANO  
YEREKEYE URUJYA N'URUZA  
RW'ABANTU, UMURIMO, SERIVISI  
N'UBURENGANZIRA BWO GUTURA  
MU BIHUGU BYA AFURIKA  
Y'IBURASIRAZUBA  
N'IY'AMAJYEPFO (COMESA), U  
RWANDA RWASHYIZEHO  
UMUKONO, KU WA 8/6/2004, I  
KAMPALA MURI UGANDA

LAW N°35/2016 OF 08/09/2016  
APPROVING RATIFICATION OF  
THE PROTOCOL ON THE FREE  
MOVEMNT OF PERSONS, LABOR,  
SERVICES, RIGHT OF  
ESTABLISHMENT AND RESIDENCE  
WITHIN COMMON MARKET FOR  
EASTERN AND SOUTHERN AFRICA  
(COMESA), MEMBER COUNTRIES  
SIGNED BY RWANDA, ON 8/6/2004,  
IN KAMPALA, UGANDA

LOI N°35/2016 DU 08/09/2016  
APPROUVANT LA RATIFICATION  
DU PROTOCOLE SUR LA LIBRE  
CIRCULATION DES PERSONNES,  
DE LA MAIN D'ŒUVRE ET DES  
SERVICES AINSI QUE SUR LES  
DROITS D'ETABLISSEMENT ET DE  
RESIDENCE DANS LES PAYS  
MEMBRES DU MARCHE COMMUN  
DE L'AFRIQUE ORIENTALE ET  
AUSTRALE (COMESA), SIGNE PAR  
LE RWANDA, LE 8/6/2004, A  
KAMPALA, EN OUGANDA

**ISHAKIRO**

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

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**Article 3:** Entrée en vigueur

ITEGEKO N° 35/2016 RYO KU WA  
08/09/2016 RYEMERA KWEMEZA  
BURUNDU AMASEZERANO  
YEREKEYE URUJYA N'URUZA  
RW'ABANTU, UMURIMO, SERIVISI  
N'UBURENGANZIRA BWO GUTURA  
MU BIHUGU BYA AFURIKA  
Y'IBURASIRAZUBA  
N'IY'AMAJYEPFO (COMESA), U  
RWANDA RWASHYIZEHO  
UMUKONO, KU WA 8/6/2004, I  
KAMPALA MURI UGANDA

LAW N°35/2016 OF 08/09/2016  
APPROVING RATIFICATION OF  
THE PROTOCOL ON THE FREE  
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SIGNED BY RWANDA, ON 8/6/2004,  
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LOI N°35/2016 DU 08/09/2016  
APPROUVANT LA RATIFICATION  
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CIRCULATION DES PERSONNES,  
DE LA MAIN D'ŒUVRE ET DES  
SERVICES AINSI QUE SUR LES  
DROITS D'ETABLISSEMENT ET DE  
RESIDENCE DANS LES PAYS  
MEMBRES DU MARCHE COMMUN  
DE L'AFRIQUE ORIENTALE ET  
AUSTRALE (COMESA), SIGNE PAR  
LE RWANDA, LE 8/6/2004, A  
KAMPALA, EN OUGANDA

Twebwe, KAGAME Paul,  
Perezida wa Repubulika;

INTEKO ISHINGA AMATEGEKO  
YEMEJE, NONE NATWE DUHAMILJE,  
DUTANGAJE ITEGEKO RITEYE  
RITYA KANDI DUTEGETSE KO  
RYANDIKWA MUIGAZETI YA LETA  
YA REPUBLIKA Y'U RWANDA

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

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yayo yo  
ku wa 13 Nyakanga 2016;

Sena, mu nama yayo yo ku wa 01 Kanama  
2016;

THE PARLIAMENT:

The Chamber of Deputies, in its session of  
13 July 2016;

The Senate, in its session of 01 August  
2016;

LE PARLEMENT:

La Chambre des Députés, en sa séance du  
13 juillet 2016;

Le Sénat, en sa séance du 01 août 2016 ;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 85, iya 87, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;

Ishingiye ku Masezerano ashiraho Isoko Rusange Rihuriweho n'Ibihugu bya Afurika y'Iburasirazuba n'iy'Amajyepfo yashyiriweho umukono i Kampala, muri Uganda, ku wa 05 Ugushyingo 1993, yahamijwe burundu n'Iteka rya Perezida n° 004/94 ryo ku wa 01 Ukuboza 1994;

Imaze gusuzuma Amasezerano yerekeye Urujya n'Uruza rw'Abantu, Umurimo, Serivisi n'Uburenganzira bwo Gutura mu Bihugu bya Afurika y'Iburasirazuba n'Iy'Amajyepfo (COMESA), u Rwanda rwashyizeho umukono, ku wa 8/6/2004, i Kampala muri Uganda;

**YEMEYE:**

**Ingingo ya mbere: Kwemera kwemeza burundu**

Amasezerano yerekeye Urujya n'Uruza rw'Abantu, Umurimo, Serivisi

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 85, 87, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;

Pursuant to the Treaty for the Establishment of the Common Market for Eastern and Southern Africa signed in Kampala, Uganda on 05 November 1993, and approved by the Presidential Order n° 004/94 of the 01 December 1994;

After consideration of the Protocol on the Free Movement of Persons, Labor, Services, Right of Establishment and Residence within Common Market for Eastern and Southern Africa (COMESA) member countries signed by Rwanda, on 8/6/2004, in Kampala, Uganda;

**ADOPTS:**

**Article One: Approval for ratification**

The Protocol on the Free Movement of Persons, Labor, Services, Right of

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 85, 87, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176;

Vu le Traité portant création du Marché Commun de l'Afrique Orientale et Australe signé à Kampala en Ouganda, le 05 novembre 1993, et approuvé par Arrêté Présidentiel n° 004/94 du 01 décembre 1994 ;

Après examen du Protocole sur la Libre Circulation des Personnes, de la Main d'Œuvre et des Services ainsi que sur les Droits d'Etablissement et de Résidence dans les pays membres du Marché Commun de l'Afrique Orientale et Australe (COMESA) signé par le Rwanda, le 8/6/2004, à Kampala, en Ouganda;

**ADOPTE:**

**Article premier: Approbation de ratification**

Le Protocole sur la Libre Circulation des Personnes, de la Main d'Œuvre et des

n'Uburenganzira bwo Gutura mu Bihugu bya Afurika y'Iburasirazuba n'Iy'Amajyepfo (COMESA) u Rwanda rwashyizeho umukono, ku wa 8/6/2004, i Kampala, muri Uganda, ari ku mugerekwa, yemerewe kwemezwa burundi.

Establishment and Residence within Common Market for Eastern and Southern Africa (COMESA) member countries signed by Rwanda, on 8/6/2004, in Kampala, Uganda, in appendix, is approved for ratification.

Services ainsi que sur les Droits d'Etablissement et de Résidence dans les pays membres du Marché Commun de l'Afrique Orientale et Australe (COMESA) signé par le Rwanda, le 8/6/2004, à Kampala, en Ouganda, en annexe, est approuvé pour ratification.

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

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

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

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

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

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

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

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

**Article 3: Commencement**

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

**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, ku wa **08/09/2016**

Kigali, on **08/09/2016**

Kigali, le **08/09/2016**

(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

UMUGEREKA W'ITEGEKO ANNEX TO LAW N°35/2016 OF  
N°35/2016 RYO KU WA 08/09/2016 08/09/2016 APPROVING  
RYEMERA KWEMEZA BURUNDU RATIFICATION OF THE  
AMASEZERANO YEREKEYE PROTOCOL ON THE FREE  
URUJYA N'URUZA RW'ABANTU,  
UMURIMO, SERIVISI  
N'UBURENGANZIRA BWO  
GUTURA MU BIHUGU BYA  
AFURIKA Y'IBURASIRAZUBA  
N'IY'AMAJYEPPFO (COMESA), U  
RWANDA RWASHYIZEHO SIGNED BY RWANDA, ON 8/6/2004,  
UMUKONO, KU WA 8/6/2004, I IN KAMPALA, UGANDA  
KAMPALA, MURI UGANDA  
ANNEXE DE LA LOI N°35/2016 DU  
08/09/2016 APPROUVANT LA  
RATIFICATION DU PROTOCOLE  
SUR LA LIBRE CIRCULATION DES  
PERSONNES, DE LA MAIN  
D'ŒUVRE ET DES SERVICES AINSI  
QUE SUR LES DROITS  
D'ETABLISSEMENT ET DE  
RESIDENCE DANS LES PAYS  
MEMBRES DU MARCHE COMMUN  
DE L'AFRIQUE ORIENTALE ET  
AUSTRALE (COMESA), SIGNE PAR  
LE RWANDA, LE 8/6/2004, A  
KAMPALA, EN OUGANDA



**COMMON MARKET  
FOR EASTERN AND SOUTHERN AFRICA**

**PROTOCOL ON THE FREE MOVEMENT OF PERSONS, LABOUR,  
SERVICES, RIGHT OF ESTABLISHMENT AND RESIDENCE**

**THE HIGH CONTRACTING PARTIES:**

**HAVING REGARD** to the provisions of Article 164 of the Treaty;

**CONVINCED** that a genuine Common Market shall be achieved only when the citizens of the Member States can move freely within the Common Market; are free to take up offers of employment in any of the Member States; are free to render services in any of the Member States; are free to pursue activities of self-employment, set up and manage undertakings in any of the Member States; in particular, companies and firms under conditions similar to those applicable to citizens of the country of establishment;

**DETERMINED** to adopt measures that shall gradually and on a step by step basis remove restrictions to the free movement of persons, labour, services, right of establishment and residence;

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

## **PREAMBLE**

### **PART I**

#### **GENERAL**

##### **Article 1**

###### **Interpretation**

In this Protocol:

"Authority" means the Authority of the Common Market established by Article 7 of the Treaty;

"citizen" means a citizen of a Member State;

"Common Market" means the Common Market for Eastern and Southern Africa;

"Companies" or "firms" means companies or firms constituted or registered under the laws of Member States regulating such companies or firms;

"Council" means the Council of the Common Market established by Article 7 of the Treaty;

"employment" means business, calling, craft, art, employ, job, line, occupation, profession, pursuit, services, trade, vocation or work;

"IC" means the Intergovernmental Committee of the Common Market established by Article 7 of the Treaty;

"labour" until otherwise as amended by the Council of Ministers, labour shall mean and include only skilled labour of persons with specialised skills that are not available in a Member State;

"Member State" means a Member State of the Common Market;

"Protocol" means the Protocol on the Free Movement of People, Labour, Services, Right of Establishment and Residence;

"right of establishment" means the right of establishment for citizens of Member States as shall be provided for in accordance with Article 11 of this Protocol;

"right of residence" means the right of residence for citizens of Member States provided for in Article 12 of this Protocol;

"services" includes any services provided for remuneration, in so far as they are governed by the provisions relating to freedom of movement of goods, capital and persons;

"staff Member" means a person employed by the Common Market including a person employed under a project under the Common Market Staff Rules and Regulations;

"Treaty" means the Treaty Establishing the Common Market for Eastern and Southern Africa;

"valid travel document" means a passport or any other valid travel document establishing the identity of the holder issued by or on behalf of the Member State of which a person is a citizen and shall include a Laissez Passer issued by the Common Market for a staff Member including a certificate issued to a Common Market expert on mission establishing the identity of the holder.

## **Article 2**

### **Scope of Co-operation**

1. Member States agree that the Common Market shall establish mechanisms within which their citizens can move freely, are free to take up offer of employment in any Member State under similar conditions as national workers, pursue activities as self-employed persons in any Member State, manage undertakings, in particular, companies and firms on similar conditions as nationals or provide services encompassing the self-employed activities for which only a temporary stay in another Member State is necessary, or free to reside in any Member State.
2. In this regard, Member States agree to gradually and, in accordance with the provisions of this Protocol, remove all restrictions to the free movement of person's, labour, and services and right of establishment and residence.

## **PART II**

### **FREE MOVEMENT OF PERSONS**

#### **Article 3**

##### **Relaxation of Visa Requirement**

1. Member States agree that, as a first step towards the gradual relaxation and eventual elimination of visa requirements within the Common Market, citizens of the Member States holding valid travel documents shall, upon entry into force of this Protocol, not be required to obtain visas before travelling to the territory of other Member States and may be granted visas to enter such territory upon the presentation of valid travel documents at official entry points of such Member States.
2. Two or more Member States may agree to grant each other's citizens' one year multiple entry visas.

## Article 4

### **Entry without Visa Requirement for up to Ninety Days**

1. Member States agree that, within two years from the entry into force of this Protocol, citizens of a Member State holding valid travel documents shall be free to enter into the territory of another Member State through an official entry point without the requirement of a visa for up to ninety days at a time:

provided that the Council may upon recommendation from the IC, reduce the period of two years.

2. The extension of the period of stay provided for in paragraph 1 of this Article shall be subject to permission obtained from the appropriate authorities.

3. Citizens of a Member State in the territory of another Member State shall comply with the laws and regulations of such a Member State provided that no such laws and regulations shall discriminate against citizens of a Member State in the territory of another Member State on the grounds of nationality, gender or religion nor infringe the rights provided for in this Protocol.

4. Each Member State shall ensure that its citizens who travel to the territory of another Member State posses valid travel documents.

5. In order to facilitate the movement of persons, private vehicles registered in the territory of a Member State may enter the territory of another Member State and remain there for up to ninety days upon presentation of valid driving licenses, ownership cards or log books and insurance policies.

6. Extension of the period prescribed in paragraph 5 of this Article shall be subject to permission granted by the appropriate authorities.

## Article 5

### **Elimination of Visa Requirement**

Member States agree, within six years from the entry into force of this Protocol and on the basis of experience gained and progress made in the implementation of Articles 3 and 4 of this Protocol, to remove all restrictions to the movement of persons and in particular remove the need for visa requirement for their citizens within the Common Market:

Provided that the Council may reduce the period of six years.

## Article 6

### Refusal of Entry and Expulsion

1. Each Member State reserves the right of refusal of permission to enter or remain in its territory to any citizen or citizens of another Member State where it considers the entry or presence of such citizen or citizens to be detrimental to its national security or public health. For the purposes of this paragraph the entry of a person is detrimental to public health if the person carried a disease that is categorised as contagious in the State concerned and for which the laws of that State require that such person to be quarantined.
2. A Member State expelling a citizen or citizens of another Member State in pursuance of the provisions of paragraph 1 of this Article shall take measures to safeguard the property and interests of such citizen or citizens.
3. A citizen or citizens of a Member State expelled from the territory of another Member State under the provisions of this Article shall be entitled to his/her or their property assets and other interests and shall, where such property assets and other interests are confiscated by the appropriate authorities, be entitled to prompt, effective and adequate compensation in accordance with international law.

## Article 7

### Temporary Suspension

1. A Member State may, on the grounds of public security or influx of persons as refugees arising from disturbances in the territory of another Member State suspend, temporarily, the provisions of Articles 3 and 4 of this Protocol and such suspension shall be immediately notified to the Secretary-General who shall forthwith inform the other Member States.
2. Temporary suspension under the provisions of paragraph 1 of this Article shall remain in force for the temporary period considered necessary by the Member State but shall, in the case of suspension on grounds of public security, not exceed one year unless extended by Council provided that the Member State concerned shall furnish to Council proof that the grounds on which the temporary suspension was made still exist.
3. Member States undertake to co-operate among themselves and with relevant non-governmental and intergovernmental organisations on assistance and management of refugees in their territories.

## **Article 8**

### **Co-operation in the Prevention and the Fight against Crime**

1. Member States agree to co-operate among themselves in the prevention and fight against crime and to prevent criminals from abusing the freedom to move freely within the Common Market by taking refuge in any Member State.

2. The Council shall adopt guidelines for the exchange of information on suspected criminals and for extradition arrangements among the Member States in line with international practice.

## **PART III**

### **FREE MOVEMENT OF LABOUR**

## **Article 9**

### **Free movement of Labour**

1. The Member States agree to progressively remove, within six years, all restrictions to the movement of labour within the Common Market which shall entail the abolition of any discrimination based on the nationality between workers of the Member States as regards employment, remuneration and other conditions of work employment.

2. The freedom of movement of labour shall entail the right to, subject to limitations justified on grounds of public policy, public security or public health:

- (a) accept offers of employment actually made;
- (b) move freely within the territories of Member States for this purpose; and
- (c) stay in the territories of Member State for the purpose of such employment in accordance with the provisions governing the employment of nationals of such Member States laid down by law, regulations or administrative action.

3. The provisions of this Article shall not apply to employment in the public service.

4. The Council shall, one year after the entry into force of this Protocol, adopt such measures to be implemented progressively and in stages in the field of social security, labour laws including laws on collective bargaining and pension and other working conditions as are necessary to provide for the freedom of movement of labour.

**PART IV**

**FREE MOVEMENT OF SERVICES**

**Article 10**

**Free Movement of Services**

1. Member States agree, in accordance with a programme to be adopted by the Council, to remove restrictions on the freedom to provide services within the Common Market by the year 2004.
2. The programme shall set out the general conditions under which and the stages by which each type of service is to be liberalised. As regards the programme, the conditions and stages referred to in this paragraph, priority shall be given to those services which directly affect production costs or the liberalisation of which promotes trade in goods.
3. Without prejudice to the provisions of this Protocol, the person providing services may, in order to do so, temporarily pursue his/her activity in the Member State where the service is provided under the same conditions as are imposed by that Member States on its own citizens.
4. Save as otherwise provided in the Treaty, Member States shall not, from the date of the entry into force of this Protocol, introduce any new restrictions on the freedom to provide services.

**PART V**

**RIGHT OF ESTABLISHMENT**

**Article 11**

**Gradual Removal of Restrictions**

1. Member States agree to abolish, by progressive stages, within a period to be determined by Council and in accordance with a programme to be adopted by Council, all restrictions on the freedom of establishment of citizens of a Member State in the territories of other Member States.
2. The Council shall, within two years after the adoption of this Protocol, draw up a general programme for the abolition of existing restrictions on freedom of establishment within the Common Market. The programme shall set out the general conditions under which the right of establishment is to be attained in the case of each type of activity and, in particular, the stages by which it is to be attained.
3. The Council shall issue directives for the implementation of the general programme referred to in paragraph 2 of this Article and, in particular:

- (a) by defining the extent of the right of establishment;
- (b) by defining the measures necessary to ensure the effective implementation of the right of establishment;
- (c) by defining the activities to be exempted in the grant of the right of the establishment by a Member State;
- (d) by providing for the mutual recognition of certain qualifications and co-ordination of provisions regulating certain specific establishments and the categorisation of companies or firms; and
- (e) by providing for the treatment of companies or firms formed in accordance with the laws of Member States.

**PART VI**  
**RIGHT OF RESIDENCE**  
**Article 12**  
**Right of Residence**

Member States shall endeavour to harmonise their national laws, rules and regulations having regard to the need to grant the right of residence to COMESA citizens.

**PART VII**  
**FINAL PROVISIONS**  
**Article 13**  
**Accelerated Implementation**

Nothing in this Protocol shall prevent two or more Member States from entering into an arrangement by which the implementation of the provisions of this Protocol are accelerated.

**Article 14**  
**Status of Protocol and its Entry into Force**

1. In terms of the provisions of Article 193 of the Treaty, this Protocol shall be an integral part of the Treaty.

2. This Protocol shall enter into force on the date it shall be signed and ratified by at least seven Member States.

3. For each Member State ratifying or acceding to this Protocol after the deposit of the seventh Instrument of Ratification or Accession, the Protocol shall enter into force on the date of deposit by that Member State of its Instrument of Ratification or Accession.

**ADOPTED** at Cairo in the Arab Republic of Egypt on the 23<sup>rd</sup> May in the year Two Thousand and One in the English and French languages, the two texts being equally authentic.

**IN FAITH WHEREOF** the undersigned have placed their signatures at the end of the Treaty:

**The President of the Republic of Angola**

**The President of the Republic of Burundi**

**The President of the Union des Comores**

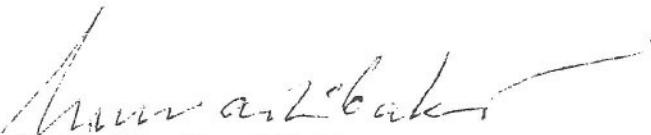
**The President of the Democratic Republic of Congo**

**The President of the Republic of Djibouti**

The President of the Arab Republic of Egypt

The President of the State of Eritrea

The Prime Minister of the Federal Democratic Republic of Ethiopia



Mwai Kibaki  
The President of the Republic of Kenya

The President of the Republic of Madagascar

The President of the Republic of Malawi

The Prime Minister of the Republic of Mauritius



Pasteur Bizimungu  
The President of the Republic of Rwanda

**The President of the Republic of Seychelles**

**The President of the Republic of Sudan**

**His Majesty the King of the Kingdom of Swaziland**

**The President of the Republic of Uganda**

**The President of the Republic of Zambia**

  
The President of the Republic of Zimbabwe

Bibonywe kugira ngo bishyirwe ku mugereka w' Itegeko n° 35/2016 ryo ku wa 08/09/2016 ryemera kwemeza burundu Amasazerano yerekeye Urujya n'Uruza rw'Abantu, Umurimo, Serivisi n'Uburenganzira bwo Gutura mu Bihugu bya Afurika y'Iburasirazuba n'iy'Amajyepfo (COMESA) u Rwanda rwashyizeho umukono, ku wa 8/6/2004, i Kampala, muri Uganda

Seen to be annexed to Law n° 35/2016 of 08/09/2016 approving ratification of the Protocol on the Free Movement of Persons, Labor, Services, Right of Establishment and Residence within Common Market for Eastern and Southern Africa (COMESA) member countries signed by Rwanda, on 8/6/2004, in Kampala, Uganda

Vu pour être annexé à la Loi n° 35/2016 du 08/09/2016 approuvant la Ratification du Protocole sur la Libre Circulation des Personnes, de la Main d'Œuvre et des Services ainsi que sur les Droits d'Etablissement et de Résidence dans les Pays membres du Marché Commun de l'Afrique Orientale et Australe (COMESA) signé par le Rwanda, le 8/6/2004, à Kampala, en Ouganda

Kigali, ku wa **08/09/2016**

Kigali, on **08/09/2016**

Kigali, le **08/09/2016**

(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

**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

ITEGEKO N°37/2016 RYO KU WA  
08/09/2016 RIGENA DETERMINING ORGANISATION,  
IMITUNGANYIRIZE, IFASI, JURISDICTION, COMPETENCE  
UBUBASHA N'IMIKORERE BYA AND FUNCTIONING OF AN ABUNZI  
KOMITE Y'ABUNZI COMMITTEE

LAW N°37/2016 OF 08/09/2016  
DETERMINING ORGANISATION,  
JURISDICTION, COMPETENCE ET  
FONCTIONNEMENT DU COMITE  
D'ABUNZI

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**ITEGEKO N°37/2016 RYO KU WA  
08/09/2016 RIGENA DETERMINING ORGANISATION,  
IMITUNGANYIRIZE, IFASI, JURISDICTION, COMPETENCE  
UBUBASHA N'IMIKORERE BYA AND FUNCTIONING OF AN ABUNZI  
KOMITE Y'ABUNZI COMMITTEE**

**LAW N°37/2016 OF 08/09/2016  
DETERMINING ORGANISATION,  
JURISDICTION, COMPETENCE  
AND FUNCTIONING OF AN ABUNZI  
COMMITTEE**

**LOI N°37/2016 DU 08/09/2016  
DETERMINANT L'ORGANISATION,  
RESSORT, COMPETENCE ET  
FONCTIONNEMENT DU COMITE  
D'ABUNZI**

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

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

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

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

**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**

**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**

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite, mu nama yawo yo ku wa 28 Nyakanga 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 106, iya 120, iya 141 n'iya 176;

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 28 July 2016;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 106, 120, 141 and 176;

**LE PARLEMENT:**

La Chambre des Députés, en sa séance du 28 juillet 2016 ;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 106, 120, 141 et 176;

**YEMEJE:**

**UMUTWE WA MBERE: INGINGO RUSANGE**

**Ingingo ya mbere:** Icyo iri tegeko rigamije

Iri tegeko rigena imitunganyirize, ifasi, ububasha n'imikorere bya Komite y'Abunzi.

**Ingingo ya 2:** Ishyirwaho rya Komite y'Abunzi ku rwego rw'Akagari n'urw'Umurenge

Hashyizweho, ku rwego rw'Akagari, Komite y'Abunzi ifite ifasi ingana n'Akagari. Hashyizweho kandi, ku rwego rw'Umurenge, urwego rw'ubujurire rwa Komite y'Abunzi rufite ifasi ingana n'Umurenge.

**Ingingo ya 3 : Ibisobanuro by'amagambo**

Muri iri tegeko, amagambo akurikira afite ibisobanuro bikurikira:

1° **icyemezo:** icyemezo gifatwa n'Inteko y'Abunzi mu mwiherero kikamenyeshwa abari bafitanye ikibazo aka kanya kunga

**ADOPTS:**

**CHAPTER ONE: PROVISIONS**

**Article One: Purpose of this Law**

This Law determines the organisation, jurisdiction, competence and functioning of *Abunzi* Committee.

**Article 2: Establishment of an Abunzi Committee at the Cell and Sector levels**

There is established an *Abunzi* Committee at the Cell level with jurisdiction over the Cell. An *Abunzi* Committee of appeal at the Sector level with jurisdiction over the Sector is also established.

**Article 3: Definitions of terms**

For purposes of this Law, the following terms have the following meanings:

1° **decision:** a decision made in deliberations by a Panel of *Abunzi*, which is notified to the disputing parties immediately after the

**ADOpte :**

**CHAPITRE PREMIER: DISPOSITIONS GENERALES**

**Article premier: Objet de la présente loi**

La présente loi détermine l'organisation, ressort, compétence et fonctionnement du Comité d'*Abunzi*.

**Article 2: Création du Comité d'*Abunzi* au niveau de la Cellule et du Secteur**

Il est créé, au niveau de la Cellule, un Comité d'*Abunzi* dont le ressort correspond à l'étendue de la Cellule. Il est également créé, au niveau du Secteur, un Comité d'*Abunzi* d'appel dont le ressort correspond à l'étendue du Secteur.

**Article 3: Définitions des termes**

Aux fins de la présente loi, les termes repris ci-après ont les significations suivantes:

1° **décision** : décision prise au délibéré par le Panel d'*Abunzi* et notifiée aux parties au litige immédiatement après la clôture de

bikirangira, kikandikwa mu nyandikomvugo;	conciliation session and recorded in minutes;	la séance de conciliation et écrite au procès-verbal;
2° <b>inyandikomvugo:</b> inyandiko ikubiyemo ibisobanuro byerekeye imigendekere yo kunga;	2° <b>minutes:</b> a written record of details about the conciliation process;	2° <b>procès-verbal:</b> document contenant les détails sur le déroulement de la conciliation ;
3° <b>umwanzuro:</b> inyandiko isobanura uburyo ikibazo cyashyikirijwe Komite y'Abunzi cyakemuwe.	3° <b>verdict:</b> a document describing how a dispute referred to <i>Abunzi</i> Committee has been settled.	3° <b>verdict:</b> document décrivant la manière dont le litige soumis au Comité d' <i>Abunzi</i> a été résolu.

#### **Iningo ya 4: Urwego rushinzwe kunga**

Komite y'Abunzi ni urwego rushinzwe kunga abantu ku bibazo biri mu bubasha bwayo.

Umurimo w'abagize Komite y'Abunzi ni umurimo w'ubwitange kandi udahemberwa.

#### **Iningo ya 5: Ibisabwa kugira ngo ikibazo cyakirwe na Komite y'Abunzi**

Ikibazo gishyikirijwe Komite y'Abunzi cyemerwa gusa iyo urega cyangwa uregwa afite ububasha, inyungu n'ubushobozi bwo gutanga ikibazo.

Iyo urega cyangwa uregwa adafite ubushobozi ahagararirwa n'umwishingizi

#### **Article 4: Conciliation organ**

*Abunzi* Committee is an organ responsible for conciliating parties involved in disputes under its jurisdiction.

The service of members of *Abunzi* Committee is performed on a voluntary and non-remunerative basis.

#### **Article 5: Conditions for admissibility of a dispute referred to the Abunzi Committee**

A dispute referred to the *Abunzi* Committee is admissible only if the applicant or the respondent has the standing, interest and capacity to refer the dispute.

Where the applicant or the respondent lacks legal capacity, he/she is represented

#### **Article 4: Organe de conciliation**

Le Comité d'*Abunzi* est un organe chargé de régler les différends relevant de sa compétence survenus entre les parties.

Le service des membres du Comité d'*Abunzi* est presté avec dévouement et à titre bénévole.

#### **Article 5: Conditions de recevabilité du litige devant le Comité d'*Abunzi***

Le litige n'est recevable par le Comité d'*Abunzi* que si le requérant ou le défendeur a la qualité, l'intérêt et la capacité pour le soumettre.

Lorsque le requérant ou le défendeur n'a pas la capacité pour agir, il est représenté

we cyangwa umufiteho ububasha bwa kibyeyi.

Iyo udafite ubushobozi afitanye ikibazo n'umwishingizi we cyangwa umufiteho ububasha bwa kibyeyi, inama y'ubwishingire igena umuhagararira.

**UMUTWE WA II:  
IMITUNGANYIRIZE YA KOMITE  
Y'ABUNZI**

**Iningo ya 6: Abagize Komite y'Abunzi  
n'igihe manda yabo imara**

Ku rwego rw'Akagari kimwe no ku rw'Umurenge, Komite y'Abunzi igizwe n'abantu barindwi (7) b'inyangamugayo, bose bagomba kuba batuye mu Kagari no mu Murenge, bitewe n'urwego barimo, kandi bazwiho ubushobozi bwo kunga.

Batorerwa ige cy'imyaka itanu (5) gishobora kongerwa.

Abagize Komite y'Abunzi bagomba kuba barimo nibura mirongo itatu ku ijana (30%) by'abagore.

by his/her guardian or by the person exercising parental authority over him/her.

Where the dispute referred by a person lacking legal capacity involves his/her guardian or the person exercising parental authority over him/her, the guardianship council designates a person to represent him/her.

**CHAPTER II: ORGANISATION OF  
THE ABUNZI COMMITTEE**

**Article 6: Composition of the Abunzi Committee and term of office of its members**

At the Cell and Sector levels, the *Abunzi* Committee is comprised of seven (7) persons of integrity who must all be residents of the Cell and the Sector respectively and well-known for their conciliation skills.

Members of *Abunzi* Committee are elected for a renewable term of five (5) years.

At least thirty percent (30%) of members of *Abunzi* Committee must be females.

par son tuteur ou par la personne exerçant l'autorité parentale sur lui.

Lorsque le litige soumis par une personne n'ayant pas la capacité pour agir concerne son tuteur ou la personne exerçant l'autorité parentale sur elle, le conseil de tutelle désigne la personne devant la représenter.

**CHAPITRE II: ORGANISATION DU  
COMITE D'ABUNZI**

**Article 6: Composition du Comité d'Abunzi et durée du mandat de ses membres**

Au niveau de Cellule et de Secteur, le Comité d'Abunzi est composé de sept (7) personnes intègres ayant leur résidence respectivement dans la Cellule et dans le Secteur et reconnues pour leur aptitude à concilier.

Les membres du Comité d'Abunzi sont élus pour un mandat de cinq (5) ans renouvelable.

Au moins trente pourcent (30%) des membres du Comité d'Abunzi doivent être de sexe féminin.

**Iningo ya 7: Amatora y'abagize Komite y'Abunzi**

Abagize Komite y'Abunzi batorwa n'Inama Njyanama y'Akagari cyangwa y'Umurenge, bitewe n'urwego barimo, mu bantu batari Abayobozi b'ikirenga, abagize Guverinoma, abagize Inteko Ishinga Amategeko, abakozi mu nzego z'ubutabera, abari mu nzego z'umutekano, abakozi bo mu nzego z'ibanze n'abandi amategeko yihariye atabyemerera.

Amatora ategurwa, agakoreshwa kandi akayoborwa na Komisiyo y'Ighugu y'Amatora.

Iteka rya Perezida rigena uko amatora y'abagize Komite y'Abunzi akorwa.

**Iningo ya 8: Indahiro y'Abunzi**

Mu gihe kitarengeje iminsi irindwi (7) nyuma y'amatora, abatowe barahirira imbere y'abaturage, Perezida w'Inama Njyanama yo ku rwego bireba cyangwa Visi Perezida wayo mu gihe Perezida adahari, indahiro iteye itya:

**Article 7: Elections of Abunzi Committee members**

Members of *Abunzi* Committee are elected by the Cell Council or the Sector Council respectively, from among people other than high authorities, Cabinet members, Parliamentarians, staff of judicial organs, security services, local administrative entities and others whose duties are incompatible in accordance with specific laws.

Elections are prepared, organized and supervised by the National Electoral Commission.

A Presidential Order specifies modalities for electing *Abunzi* Committee members.

**Article 8: Oath of office of Abunzi**

In a period not exceeding seven (7) days after the elections, elected members take oath before the population and the Chairperson of the Council of the concerned entity or its Vice Chairperson in case of absence of the Chairperson. Their oath of office is as follows:

**Article 7: Election des membres du Comité d'Abunzi**

Les membres du Comité d'*Abunzi* sont élus respectivement, par le Conseil de Cellule ou le Conseil du Secteur, parmi les personnes autres que les hautes autorités, les membres du Gouvernement, les Parlementaires, les agents des instances judiciaires, les agents des services de sécurité, les agents des entités administratives locales et d'autres personnes dont les fonctions sont incompatibles selon les lois particulières.

Les élections sont préparées, organisées et supervisées par la Commission Nationale Electorale.

Un arrêté présidentiel fixe les modalités d'élection des membres du Comité d'*Abunzi*.

**Article 8: Serment d'Abunzi**

Dans un délai ne dépassant pas sept (7) jours à compter de leur élection, les membres du Comité d'*Abunzi* élus prêtent serment devant la population et le Président du Conseil de l'entité concernée ou de son Vice-Président en cas d'absence du Président, en ces termes:

“Jyewe,....., ndahiriye u Rwanda ku mugaragaro:

- 1° ko ntazahemukira Repubulika y'u Rwanda;
- 2° ko nzubahiriza Itegeko Nshinga n'andi mategeko;
- 3° ko nzaharanira uburenganzira bwa Muntu n'ibyagirira Abanyarwanda bose akamaro;
- 4° ko nzaharanira ubumwe bw'Abanyarwanda;
- 5° ko nzakorana umurava imirimo nshinzwe;
- 6° ko ntazakoresha ububasha mpawe mu nyungu zanje bwite.

Nintatira iyi ndahiro, nzabihaniwe n'amategeko.

Imana ibimfashemo“.

Indahiro yakirwa n'Urukiko rw'Ibanze rw'aho Komite y'Abunzi ikorera.

#### **Ingingo ya 9: Biro ya Komite y'Abunzi**

Komite y'Abunzi ku rwego rw'Akagari n'yo ku rwego rw'Umurenge iyoborwa na

“I, ....., solemnly swear to the Nation that I will:

- 1° remain loyal to the Republic of Rwanda;
- 2° abide by the Constitution and other laws;
- 3° safeguard human rights and the interests of the Rwandan people;
- 4° strive for national unity;
- 5° diligently fulfil the responsibilities entrusted to me;
- 6° never use the powers conferred on me for personal interests.

Should I fail to honour this oath, may I be subjected to the rigours of the law.

So help me God.”

The oath of office is received by the Primary Court of the area of operation of the *Abunzi* Committee.

#### **Article 9: Bureau of the Abunzi Committee**

The *Abunzi* Committee at the Cell and Sector level is headed by a Bureau

« Moi, ....., je jure solennellement à la Nation :

- 1° de garder fidélité à la République du Rwanda ;
- 2° d'observer la Constitution et les autres lois ;
- 3° de veiller aux droits de la personne et aux intérêts du peuple rwandais ;
- 4° d'œuvrer à la consolidation de l'unité nationale;
- 5° de remplir loyalement les fonctions qui me sont confiées ;
- 6° de ne jamais utiliser les pouvoirs qui me sont dévolus à des fins personnelles.

En cas de parjure, que je subisse les rigueurs de la loi.

Que Dieu me vienne en aide ».

Le serment est reçu par le Tribunal de Base du lieu du Comité d'*Abunzi*.

#### **Article 9: Bureau du Comité d'Abunzi**

Le Comité d'*Abunzi* au niveau de Cellule et de Secteur est dirigé par un Bureau

Biro igizwe na Perezida na Visi Perezida batorwa na bagenzi babo.

Biro ya Komite y'Abunzi ishinzwe gukurikirana muri rusange imirimo ya Komite y'Abunzi. Igenzura imikorere n'imyitwarire y'abagize Komite y'Abunzi.

Biro iha Komite y'Abunzi amabwiriza yose n'izindi nama za ngombwa birebana n'imigendekere myiza y'akazi, ariko ntibitura igira ububasha bwo gutegeka abagize Inteko y'Abunzi uburyo bagomba gukemura ikibazo bashyikirijwe.

Biro kandi yandika impapuro zose zirebana n'imikorere ya Komite y'Abunzi.

**UMUTWE WA III: UBUBASHA BWA KOMITE Y'ABUNZI**

**Ingingo ya 10: Ububasha bwa Komite y'Abunzi bushingiye ku kibazo cy'imbonezamubano**

Komite y'Abunzi ku rwego rw'Akagari ifite ububasha bwo gusuzuma ibibazo byose by'imbonezamubano byerekeleranye n'ibi bikurikira:

composed of a Chairperson and a Vice-Chairperson elected by their peers.

The Bureau of the *Abunzi* Committee, in general, ensures coordination of activities of the *Abunzi* Committee. It supervises the performance and conduct of members of the *Abunzi* Committee.

The Bureau gives to the *Abunzi* Committee all instructions and necessary advice for the smooth performance of duties but this does not allow such a Bureau to instruct the *Abunzi* Panel on how to settle a dispute referred to it.

The Bureau also prepares all the documents relating to the functioning of the *Abunzi* Committee.

**CHAPTER III: COMPETENCE OF THE ABUNZI COMMITTEE**

**Article 10: Subject-matter competence of the Abunzi Committee in civil matters**

The *Abunzi* Committee at the Cell level has jurisdiction to decide any civil matter relating to:

composé d'un Président et d'un Vice-Président élus par leurs pairs.

Le Bureau du Comité d'*Abunzi* assure, en général, la coordination des activités du Comité d'*Abunzi*. Il supervise les performances et le comportement des membres du Comité d'*Abunzi*.

Le Bureau donne au Comité d'*Abunzi* les instructions et avis nécessaires à la bonne réalisation des attributions, sans pour autant donner au Panel d'*Abunzi* les injonctions concernant la façon de traiter le litige qui lui est soumis.

Le Bureau élabore également, tous les documents relatifs au fonctionnement du Comité d'*Abunzi*.

**CHAPITRE III: COMPETENCE DU COMITE D'ABUNZI**

**Article 10: Compétence matérielle du Comité d'*Abunzi* en matière civile**

Le Comité d'*Abunzi* au niveau de Cellule est compétent pour statuer sur tout litige en matières suivantes:

- 1° umutungo wimukanwa n'utumukanwa n'izungura kuri iyo mitungo mu gihe agaciro kabyo katarengeje miliyoni eshatu z'amafaranga y'u Rwanda (3.000.000 Frw);
- 2° kutubahiriza amasezerano yakozwe hagati y'abantu ku giti cyabo, iyo agaciro kayo katarengeje miliyoni eshatu z'amafaranga y'u Rwanda (3.000.000 Frw);
- 3° ibibazo by'umuryango uretse mu gihe igisabwa ari ugufata icyemezo ku irangamimerere y'abantu.

**Ingingo ya 11: Komite y'Abunzi ifite ububasha bwo gusuzuma ikibazo**

Mu byerekeranye n'ibibazo mbonezamubano biteganywa mu ngingo ya 10 y'iri tegeko, Komite y'Abunzi iregerwa hitawe kuri kimwe muri ibi bikurikira:

- 1° Komite y'Abunzi yo mu ifasi y'aho ikiburanwa kiri;
- 2° Komite y'Abunzi y'aho uregwu atuye iyo ikiregerwa ari umutungo wimukanwa cyangwa Komite

- 1° movable and immovable assets and succession thereto where their value does not exceed three million Rwanda francs (Frw 3,000,000);
- 2° a breach of contract between individuals, if its value does not exceed three million Rwanda francs (Frw 3,000,000);
- 3° family issues other than those requiring rendering a decision on civil status.

**Article 11: Abunzi Committee competent to examine a dispute**

For civil disputes provided for under Article 10 of this Law, the competent *Abunzi* Committee is determined with regard to any of the following:

- 1° the *Abunzi* Committee in the territorial jurisdiction of the subject-matter;
- 2° the *Abunzi* Committee of the respondent's place of residence if the subject-matter is movable

- 1° les biens meubles et immeubles et la succession y afférente lorsque leur valeur ne dépasse pas trois millions (3.000.000 Frw) de francs rwandais;

- 2° le non-respect des contrats conclus entre les particuliers, lorsque leur valeur ne dépasse pas trois millions (3.000.000 Frw) de francs rwandais;
- 3° les affaires familiales autres que celles exigeant de rendre une décision relative à état civil.

**Article 11: Comité d'*Abunzi* compétent pour connaître un litige**

Pour des litiges en matière civile prévus à l'article 10 de la présente loi, le Comité d'*Abunzi* compétent est déterminé en tenant compte de l'un des éléments suivants :

- 1° le Comité d'*Abunzi* dans le ressort duquel l'objet du litige se trouve ;
- 2° le Comité d'*Abunzi* du lieu de résidence du requérant si l'objet du litige est une propriété mobilière

y'Abunzi y'aho urega atuye byumvikanyweho n'uwo bafitanye ikibazo.

Icyakora, iyo uhamagarwa adafite umwirondoro uzwi cyangwa adafite aho aba hazwi mu Rwanda, ikibazo gishyikirizwa urukiko rubifitiye ububasha.

Nta na rimwe Komite y'Abunzi ishobora kugezwaho ibirego birimo Leta, inzego zayo cyangwa imiryango n'ibigo bifite ubuzima gatozi byaba ibya Leta cyangwa ibitari ibya Leta.

**Ingingo ya 12: Komite y'Abunzi ifite ububasha bwo gusuzuma ikibazo cyerekeye umutungo w'ubutaka uri mu mafasi menshi**

Haseguriwe ibiteganyijwe mu ngingo ya 2 n'iya 11 z'iri tegeko, iyo umutungo w'ubutaka wambukiranya imbibi z'amafasi menshi ya Komite z'Abunzi, Komite y'Abunzi ifite ububasha igenwa mu buryo bukurikira:

1° Komite y'Abunzi yo mu ifasi irimo igice cy'ubutaka kandi ituyemo abafitanye ikibazo bombi ni yo ifite ububasha bwo gukemura ikibazo;

property or the *Abunzi* Committee of the applicant's place of residence through mutual agreement with the respondent.

However, where the summoned person has no known identification or place of domicile or residence in Rwanda, the dispute is referred to the relevant court.

In no way, may disputes involving the State, its organs or associations and companies with legal personality whether private or public be referred to an *Abunzi* Committee.

**Article 12: Abunzi Committee competent to determine a dispute involving land property located in different territorial jurisdictions**

Subject to provisions of Articles 2 and 11 of this Law, when land property is located in different jurisdictions of *Abunzi* Committees, the competent *Abunzi* Committee is determined in the following way:

1° the *Abunzi* Committee having jurisdiction over the place of location of the portion of land and in which both parties reside, is competent to settle the dispute;

ou le Comité d'*Abunzi* du lieu de résidence du requérant en cas de commun accord avec le défendeur.

Toutefois, lorsque la personne à assigner n'a ni identité, ni résidence, ni domicile connus au Rwanda, le litige est porté devant la juridiction compétente.

En aucun cas, les litiges impliquant l'Etat, ses entités ou les associations et sociétés tant publiques que privées dotées de la personnalité juridique ne peuvent être soumis au Comité d'*Abunzi*.

**Article 12: Comité d'*Abunzi* compétent pour connaître d'un litige impliquant une propriété foncière située dans des ressorts différents**

Sous réserve des dispositions des articles 2 et 11 de la présente loi, lorsque la propriété foncière est située dans des ressorts des Comités d'*Abunzi* différents, le Comité d'*Abunzi* compétent est déterminé de la manière suivante :

1° le Comité d'*Abunzi* dans le ressort duquel se trouve une partie du terrain où résident les deux parties en cause est compétent pour connaître du litige;

2° iyo abafitanye ikibazo badatuye mu ifasi imwe, Komite y'Abunzi ifite ububasha bwo kugikemura ni iyo mu ifasi y'aho igice cy'ubutaka kiri, kandi ituwemo n'umwe muri bo;

3° iyo abafitanye ikibazo bombi badatuye mu ifasi irimo umutungo w'ubutaka, Komite y'Abunzi yo mu ifasi y'aho igice kinini cy'ubutaka kiri ni yo ifite ububasha bwo gukemura ikibazo.

2° when both parties do not reside in the same jurisdiction, the *Abunzi* Committee having jurisdiction over the place of location of the portion of land and in which one of the parties resides is competent to settle the dispute.

3° when both parties do not reside in the same jurisdiction where the land is located, *Abunzi* Committee having jurisdiction over the place of location of the bigger portion of the land is competent to settle the dispute.

2° lorsque les deux parties ne résident pas dans le même ressort, le Comité d'*Abunzi* dans le ressort duquel se trouve la partie du terrain et qui constitue le lieu de résidence de l'une des parties est compétent pour connaître le litige;

3° lorsque les deux parties en cause ne résident pas dans le ressort duquel se trouve le terrain, le Comité d'*Abunzi* du ressort où se trouve la grande partie du terrain est compétent pour connaître le litige.

#### **UMUTWE WA IV: IMIKORERE YA KOMITE Y'ABUNZI**

**Icyiciro cya mbere: Isuzumwa ry'ikibazo cyashyikirijwe Komite y'Abunzi**

**Ingingo ya 13: Gushyikiriza ikibazo Komite y'Abunzi**

Umunyamabanga Nshingwabikorwa w'Akagari ni we wakira ibibazo bigomba gushyikirizwa Komite y'Abunzi ku rwego rw'Akagari. Ikibazo gitangwa mu mvugo cyangwa mu nyandiko, kikandikwa mu

#### **CHAPTER IV: FUNCTIONING OF THE ABUNZI COMMITTEE**

**Section One: Consideration of the dispute referred to the Abunzi Committee**

**Article 13: Referring a dispute to the Abunzi Committee**

The Executive Secretary of the Cell receives disputes to be submitted to the *Abunzi* Committee at the Cell level. Disputes are submitted verbally or in writing and are registered on the list of disputes of the *Abunzi* Committee.

#### **CHAPITRE IV: FONCTIONNEMENT DU COMITE D'ABUNZI**

**Section première: Examen du litige soumis au Comité d'*Abunzi***

**Article 13: Saisine du Comité d'*Abunzi***

Le Secrétaire Exécutif de la Cellule reçoit les litiges devant être soumis au Comité d'*Abunzi* au niveau de Cellule. Les litiges sont soumis oralement ou par voie écrite et sont inscrits au rôle des litiges du Comité d'*Abunzi*.

gitabo cy'ibibazo bishyikirizwa Komite y'Abunzi.

Umunsi yashyikirijwe ikibazo, Umunyamabanga Nshingwabikorwa, yuzuza impampuro zisobanura mu ncamake imiterere y'ikibazo akazishyikiriza Komite y'Abunzi kugira ngo itumize ufitanye ikibazo n'uwigitanze kandi igene ahantu, umunsi n'isaha ikibazo kizasuzumirwaho.

Umunyamabanga Nshingwabikorwa w'Umurenge ni we wakira ibibazo bigomba gushyikirizwa Komite y'Abunzi ku rwego rw'Umurenge.

Iyo Umunyamabanga Nshingwabikorwa atabonetse cyangwa igihe ikibazo gishyikirijwe Abunzi kibareba cyangwa bagifitemo inyungu, ikibazo cyakirwa n'umusimbura mu kazi ke ka buri munsi.

Nta na rimwe Umunyamabanga Nshingwabikorwa w'Akagari cyangwa uw'Umurenge ajya mu nteko iburanisha.

#### **Iningo ya 14: Ihamagazwa ry'uregwa**

Urupapuro rutumiza uregwa rugezwa ku biro by'Akagari cyangwa iby'Umurenge uregwa atuyemo cyangwa mu bunyamabanga bw'ikigo akoreramo iyo ari

On the day of receipt of a dispute, the Executive Secretary fills out forms which contain a brief description of the dispute and submits them to the *Abunzi* Committee to allow it to summon the respondent and decide on the venue, the day and the time of consideration of the dispute.

The Executive Secretary of the Sector receives disputes to be submitted to the *Abunzi* Committee at the Sector level.

In case of absence of the Executive Secretary or when *Abunzi* are involved or interested in the dispute referred to them, the dispute is received by a person who deputizes for him/her in his/her daily duties.

In no case, shall the Executive Secretary of the Cell or Sector take part in the hearing panel.

#### **Article 14: Summoning the respondent**

The summons is delivered, with acknowledgment of receipt, to the office of the Cell or Sector of the respondent's place

Le jour de la réception d'un litige, le Secrétaire Exécutif remplit les formulaires qui en précisent sommairement l'objet et les transmet au Comité d'*Abunzi* pour permettre à ce dernier de convoquer le défendeur en indiquant le lieu, le jour et l'heure de l'examen du litige.

Le Secrétaire Exécutif de Secteur est chargé de la réception des litiges devant être transmis au Comité d'*Abunzi* au niveau de Secteur.

En cas d'absence du Secrétaire Exécutif ou si les *Abunzi* sont concernés par le litige qui leur est soumis ou y ont un intérêt, le litige est reçu par la personne qui le remplace dans les tâches quotidiennes.

En aucun cas, le Secrétaire Exécutif de Cellule ou de Secteur ne peut faire partie du panel.

#### **Article 14: Convocation du défendeur**

La convocation est délivrée, contre accusé de réception, au bureau de la Cellule ou du Secteur de résidence du défendeur ou au

umukozi, urwakiriye akagaragaza ko arwakiriye.

Urwo rupapuro rugaragaza incamake y'uko ikibazo giteye, ahantu, umunsi n'isaha uhamagawe azitabiraho Komite y'Abunzi, kandi bikamenyeshwa urega.

Uhamagajwe ahabwa nibura iminsi irindwi (7) mbere yo kwitaba Komite y'Abunzi ibarwa uhereye ku munsi yagerejweho urupapuro rumuhamagaza.

### **Iningo ya 15: Guhitamo Abunzi**

Ku munsi wo kwitaba uvugwa mu ngingo ya 14 y'iri tegeko, abafitanye ikibazo bahitamo, muri Komite y'Abunzi, Abunzi batatu (3) bumvikanyeho, bakabashyikiriza ikibazo cyabo.

Iyo abafitanye ikibazo badashoboye kumvikana ku bunzi bashyikiriza ikibazo cyabo, buri wese ahitamo umwanzi we, aba na bo bakumvikana ku wa gatatu. Iyo abafitanye ikibazo bahurije ku mwunzi umwe, uyu atoranya muri Komite y'Abunzi Abunzi babiri (2) bo kumufasha. Abafitanye ikibazo ntibemerewe kwanga umwanzi cyangwa Abunzi batoranyijwe kuri ubwo buryo.

of residence or to the secretariat of the institution where the respondent works.

The summons briefly describes the dispute, the venue, date and time set for the respondent's appearance before the *Abunzi* Committee, with notification to the applicant.

The summoned person is given a period of at least seven (7) days to appear before the *Abunzi* Committee from the date the summons is served on him/her.

### **Article 15: Choosing Abunzi**

On the day of appearance referred to in Article 14 of this Law, the parties agree on three (3) *Abunzi* to whom they refer their dispute.

Where parties fail to agree on the *abunzi*, each party chooses one and the two (2) choose the third one. Where parties agree on the same *umwanzi*, the latter chooses the two (2) others from *Abunzi* Committee to assist him/her. Parties have no right to refuse *umwanzi* or *abunzi* chosen following this procedure.

secrétariat de l'institution où travaille le défendeur.

La convocation décrit brièvement le litige, le lieu, la date et l'heure prévus pour la comparution du défendeur devant le Comité d'*Abunzi* avec notification au requérant.

La personne convoquée bénéficie d'au moins sept (7) jours avant de comparaître devant le Comité d'*Abunzi* à compter de la date à laquelle la convocation lui est signifiée.

### **Article 15: Choix des Abunzi**

Au jour de la comparution prévu à l'article 14 de la présente loi, les parties se conviennent sur trois (3) *Abunzi* auxquels elles soumettent leur litige.

Lorsque les parties ne parviennent pas à se mettre d'accord sur les *abunzi*, chacune en choisit un et les deux choisissent le troisième. Lorsque les parties choisissent un même *umwanzi*, ce dernier choisit deux (2) autres au sein du Comité d'*Abunzi* pour l'assister. Les parties n'ont pas le droit de récuser un *umwanzi* or *abunzi* choisis suivant cette procédure.

Inteko y'Abunzi iburanisha yitoramo Perezida n'umwanditsi wayo ugomba kuba azi gusoma no kwandika.

**Iningo ya 16: Inteko isuzuma ikibazo cyerekeye Komite y'Abunzi cyangwa benshi mu bayigize**

Umwunzi abujije kujya mu Nteko isuzuma ikibazo kimureba cyangwa afitemo inyungu iyo ari yo yose. Ashobora kwanga ubwe kuyijyamo cyangwa akihanwa n'uruhande rufite ikibazo kigomba gusuzumwa.

Iyo ikibazo gisuzumwa cyerekeye abagize Komite y'Abunzi bose cyangwa abensi mu bayigize ku rwego rw'Akagari cyangwa urw'Umurenge, ku buryo bidashoboka kubona inteko igomba kugisuzuma, Perezida wa Komite y'Abunzi amenyesheha icyo kibazo mu nyandiko umukozi ushinzwe guhuza ibikorwa bya Komite y'Abunzi ku Karere mu gihe kitarenze iminsi cumi n'itanu (15) ibarwa uhereye igihe ikibazo cyagaragariye.

Umukozi ushinzwe guhuza ibikorwa bya Komite y'Abunzi, ku bufatanye n'Umunyamabanga Nshingwabikorwa w'Akagari cyangwa uw'Umurenge icyo kibazo kirimo, atira mu Kagari cyangwa

The *Abunzi* Panel chooses from among its members a Chairperson and a rapporteur who must be literate.

**Article 16: The Panel to examine a dispute involving *Abunzi* Committee or the majority of its members**

*Umwunzi* shall not sit on a panel examining a dispute involving him/her or in which he/she has an interest. *Umwunzi* may recuse him/herself from the panel on his/her own motion or in response to a motion by the applicant.

When the dispute considered involves all or the majority of members of *Abunzi* Committee at the Cell or Sector level, thereby making it impossible to form a panel, the chairperson of *Abunzi* Committee notifies the coordinator of activities of *Abunzi* Committee at the District level of the issue in writing within fifteen (15) days of the day when the problem is noticed.

The Coordinator of activities of the *Abunzi* Committee in collaboration with the Executive Secretary of the Cell or Sector in which the problem is noticed seeks support from *Abunzi* of the nearest Cell or Sector to determine the dispute.

Le Panel d'*Abunzi* choisit en son sein un Président et un rapporteur qui doit savoir lire et écrire.

**Article 16: Le Panel devant connaître un litige impliquant le Comité d'*Abunzi* ou la majorité de ses membres**

*Umwunzi* ne doit pas faire partie du panel qui examine le litige auquel il est partie ou a un intérêt quelconque. *Umwunzi* peut se déporter ou être récusé par le requérant.

Lorsque le litige en cause implique l'ensemble des membres du Comité d'*Abunzi* ou la majorité de ses membres au niveau de Cellule ou de Secteur, à telle enseigne qu'il est impossible de constituer le panel, le Président du Comité communique ce problème par écrit, au coordinateur des activités du Comité d'*Abunzi* au niveau de District endéans quinze (15) jours à compter du jour où le problème a été constaté.

Le Coordinateur des activités du Comité d'*Abunzi* en collaboration avec le Secrétaire Exécutif de la Cellule ou du Secteur dans lequel le problème est constaté, demande l'assistance des *Abunzi*

Umurenge byegeranye n'aho ikibazo cyagaragaye Abunzi bo kugikemura.

**Ingingo ya 17: Uburyo kunga bikorwamo**

Kunga bikorerwa mu ruhame, keretse iyo Abunzi, babyibwirije cyangwa babisabwe, basanze ikibazo gikwiye gusuzumwa mu muhezo kubera imiterere yacyo.

Abagize Komite y'Abunzi batatoranyijwe ngo basuzume ikibazo bemerewe gukurikirana imirimo yo kunga ariko ntibagira uruhare mu gufata ibyemezo.

Iyo bunga abafitanye ikibazo, Abunzi bumva buri ruhande, ndetse bakumva n'abatangabuhanya iyo batanzwe n'abafitanye ikibazo. Bashobora kandi kumva n'undi muntu wese bifuza kugira icyo babaza mu gihe cyose byabafasha kurushaho gusobanukirwa neza n'ikibazo bashyikirijwe.

Iyo basuzuma ikibazo, Abunzi bumvikanisha impande zombi. Iyo kumvikanisha impande zombi binaniranye, bafata icyemezo bakurikije amategeko, umuco w'aho ikibazo gikemurirwa n'umutimanama wabo, gipfa gusa kuba kitanyuranye n'amategeko yanditse.

**Article 17: Conciliation procedure**

The conciliation session is public, save for a session behind closed doors which is decided by *Abunzi* on their own initiative or upon request, following the nature of the dispute.

Members of the *Abunzi* Committee that are not chosen to examine the dispute may participate in any conciliation session but without the right to vote.

During the conciliation, *Abunzi* hear from each party and from witnesses when they are presented by the parties. They may also seek advice from any other person as long as he/she can provide clarification on the dispute.

While considering the dispute, *Abunzi* help both parties to reach a compromise. Where parties fail to do so, *Abunzi* render a decision in accordance with the law, culture of the place where the dispute is being settled or their own conscience, provided the decision is not contrary to written law.

de la Cellule ou du Secteur les plus proches pour connaître le litige.

**Article 17: Procédure de conciliation**

La séance de conciliation est publique sauf le huis clos décidé par les *Abunzi* de leur propre initiative ou sur demande, si la nature du litige le justifie.

Les autres membres du Comité d'*Abunzi* non désignés pour examiner le litige peuvent participer à toute séance de conciliation mais sans voix délibérative.

Lors de la conciliation, *Abunzi* entendent chacune des parties en litige et les témoins lorsqu'ils sont présentés par les parties. Ils peuvent également recourir à l'avis de toute personne qui peut leur apporter des éclaircissements sur le litige en cause.

Lors de la conciliation, *Abunzi* aident les deux parties à aboutir à un compromis. En cas de défaut du compromis des deux parties, *Abunzi* rendent une décision conformément à la loi, à la culture du lieu où le litige est réglé ou à leur conscience, pourvu que la décision ne soit pas contraire au droit écrit.

Imbere y'Inteko y'Abunzi, Avoka ashobora kugira inama uwamwiyambaje ariko ntashobora kumuhabagararira cyangwa ngo ahabwe ijambro mu rwego rwo kumuburanira.

Urega, uregwa cyangwa umutangabuhamya ashobora kwiyambaza umusemuzi agahabwa ijambro imbere y'Inteko y'Abunzi. Ikiguzi cye cyishingirwa n'uwamwiyambaje.

Abunzi bagomba kuba bakemuye ikibazo mu gihe kitarenze ukwezi uhereye igihe ikibazo cyandikiwe mu gitabo cy'ibibazo cya Komite y'Abunzi.

**Iningo ya 18: Gukemura ikibazo umwe mu bagifitanye adahari**

Iyo ku munsi wo kwitaba, uwatumijwe atitabye, arongera agatumizwa, akanamenyeshwa ko ku munsi atumijweho, Abunzi bafata icyemezo, yaba yitabye cyangwa atitabye.

Iyo na none uwatumijwe atitabye ku munsi yahawe wo kwitaba, uwatanze ikibazo ahitamo umwunzi, Komite y'Abunzi na yo igahitamo undi, aba na bo bakumvikana ku wa gatatu, bagasuzuma ikibazo adahari.

Before the Panel of *Abunzi*, a lawyer may assist a party having sought his/her assistance, but the lawyer cannot represent or plead for him/her.

The applicant, the respondent or the witness may use an interpreter who is given the floor before *Abunzi* Panel. Interpreter fees are borne by the person having sought his/her services.

*Abunzi* must settle the dispute within one month from the day the dispute is registered on the list of disputes of *Abunzi* Committee.

**Article 18: Decision rendered by default**

If a summoned person fails to appear on the date indicated in the summons, he/she is summoned again and informed that *Abunzi* render their decision on the scheduled date irrespective of whether he/she appears or not.

If the party summoned fails to appear again on the date indicated, the applicant chooses *umwunzi* and *Abunzi* Committee chooses another and the two select a third one to

Devant le Panel d'*Abunzi*, un avocat peut assister la partie qui le lui a demandé, mais ne peut pas la représenter ou plaider pour elle.

Le requérant, le défendeur ou le témoin peuvent faire recours à un interprète qui prend la parole devant le Panel d'*Abunzi*. Les honoraires de l'interprète sont pris en charge par la personne ayant eu recours à ses services.

*Abunzi* doivent régler le litige endéans un mois à compter de la date d'enregistrement du litige au rôle du Comité d'*Abunzi*.

**Article 18: Décision rendue par défaut**

En cas de non-comparution de la partie convoquée au jour fixé, elle est de nouveau convoquée et informée qu'à la nouvelle date, *Abunzi* rendent leur décision, qu'elle comparaisse ou pas.

En cas de non-comparution de la partie convoquée à la date indiquée, le requérant choisit *Umwunzi*, le Comité d'*Abunzi* en choisit le deuxième et les deux choisissent le troisième pour

Icyakora, iyo basanze impamvu yatumye atitaba ifite ishingiro, bimurira isuzumwa ry'ikibazo ku wundi munsi bagena, bakabimenesha mu buryo buteganywa mu gika cya mbere cy'iyi ngingo.

Ibiteganywa mu gika cya mbere n'icya 2 by'iyi ngingo ni na byo bikurikizwa mu gihe uwareze ari we utitabye.

**Ingingo ya 19: Uburenganzira bwo kugoboka mu kibazo gisuzumwa n'Inteko y'Abunzi**

Umuntu wese afite uburenganzira bwo kugoboka mu kibazo gisuzumwa n'Inteko y'Abunzi ataregeye cyangwa atarezwemo, mu gihe cyose umwanzuro kuri icyo kibazo ushabora kugira icyo umurenganyaho. Ashobora kugoboka ku bushake cyangwa abihatiwe n'Inteko y'Abunzi. Icyakora, guhatirwa kugoboka bigamije gusaba ko uwagobokeshejwe agira icyo acibwa ntibishobora gukorwa bwa mbere mu rwego rw'ubujirire.

Ushaka kugoboka mu kibazo gisuzumwa n'Inteko y'Abunzi ashyikiriza ubusabe bwe Umunyamabanga Nshingwabikorwa wo ku

decide on the dispute in the summoned party's absence.

However, if the summoned party fails to appear on reasonable grounds, *Abunzi* reschedule the conciliation session for another date and notify him/her thereof in the manner provided for in Paragraph One of this Article.

Provisions of Paragraphs One and 2 of this Article also apply in the case of non-appearance of the applicant.

**Article 19: Right to intervene in a dispute under examination by Abunzi Panel**

Every person has the right to intervene in a dispute under consideration by the *Abunzi* Panel, where he/she is neither an applicant nor a respondent, if the verdict in the dispute is likely to affect his/her interests. He/she may intervene voluntarily or be forced to do so by *Abunzi* Panel. However, forced intervention that could seek to obtain a conviction of the intervener cannot be made for the first time in appeal.

The person intending to intervene in a dispute before *Abunzi* Committee shall submit his/her request to the Executive

examiner le litige en l'absence de la personne convoquée.

Toutefois, lorsque la partie convoquée n'a pas comparu pour des motifs fondés, *Abunzi* remettent l'examen de l'affaire à une date qu'ils fixent et la lui notifient dans la forme prévue à l'alinéa premier du présent article.

Les dispositions des alinéas premier et 2 du présent article s'appliquent également en cas de non-comparution du requérant.

**Article 19: Droit d'intervenir dans un litige sous examen du Panel d'Abunzi**

Toute personne intéressé a le droit d'intervenir dans un litige sous examen du Panel d'Abunzi dans lequel elle n'est ni requérante ni défenderesse au cas où le verdict sur ce litige risque de compromettre ses intérêts. Elle peut intervenir volontairement ou être forcée par le Panel d'Abunzi. Toutefois, l'intervention forcée tendant à obtenir une condamnation d'une partie ayant été forcée à intervenir ne peut s'exercer pour la première fois au degré d'Appel.

Un tiers intéressé à intervenir dans un litige sous examen du Comité d'Abunzi soumet sa demande au Secrétaire Exécutif de

rwego bireba na we akagishyikiriza Komite y'Abunzi. Ihamagarwa rikorwa mu buryo buteganyijwe mu ngingo ya 14 y'iri tegeko.

Uwagobotse afite uburenganzira bwo kwitabaza inzira z'ubujurire ziteganywa n'iri tegeko igihe atishimiye umwanzuro wa Komite y'Abunzi.

**Icyiciro cya 2: Ifatwa ry'umwanzuro**

**Ingingo ya 20: Kwiherera no gufata icyemezo**

Iyo gusuzuma ikibazo birangiye, Abunzi bariherera kugira ngo bafate icyemezo.

Icyemezo cy'Abunzi gifatwa ku bwumvikane hagati yabo, bitashoboka kigafatwa ku bwiganze burunduye bw'amajwi.

Icyemezo gishyirwa mu nyandikomvugo, ishyirwaho umukono kuri buri rupapuro n'Abunzi bose bagize Inteko n'abarebwa bose n'icyo kibazo, kunga bikirangira.

Umwanzuro ugomba kuboneka wanditse kandi usinywe n'Abunzi kuri buri rupapuro mu gihe kitarenze iminsi icumi (10) kuva

Secretary of the concerned entity, who in turn submits it to *Abunzi* Committee. The summoning procedure is made in accordance with the provisions of Article 14 of this Law.

If the intervener is not satisfied with the verdict of *Abunzi* Committee, he/she has the right to use remedies provided for by this Law.

**Section 2: Rendering a verdict**

**Article 20: Deliberations and decision-making**

After the dispute consideration, *Abunzi* withdraw themselves to make a decision.

The *Abunzi's* decision is taken by consensus or, where there is no such consensus, by an absolute majority of votes.

The decision is recorded in minutes signed on each page by all members of *Abunzi* Panel and the concerned parties right after the procedure of conciliation.

The verdict must be written and signed by *Abunzi* on every page and available within a period not exceeding ten (10) days from

l'entité concernée qui, à son tour, la soumet au Comité d'*Abunzi*. La convocation s'effectue conformément à l'article 14 de la présente loi.

Au cas où l'intervenant n'est pas satisfait du verdict du Comité d'*Abunzi*, il a le droit d'utiliser les voies de recours prévues par la présente loi.

**Section 2 : Rendre le verdict**

**Article 20: Délibéré et prise de décision**

A la clôture des débats, *Abunzi* se retirent pour prendre la décision.

La décision d'*Abunzi* est prise par consensus ou, à défaut, à la majorité absolue des voix.

La décision est consignée dans un procès-verbal signé à chacun de ses feuillets par tous les *Abunzi* composant le panel et par toutes les parties au litige, immédiatement après la procédure de conciliation.

Le verdict doit être disponible sous forme écrite et signé par *Abunzi* à chacun de ses feuillets dans un délai ne dépassant pas dix

icyemezo gifashwe. Iyo bidakozwe, Abunzi bireba bashobora guhabwa ibihano byo mu rwego rw'myitwarire igenga Abunzi mu kazi biteganywa n'Iteka rya Minisitiri ufité ubutabera mu nshingano ze.

the day on which the decision was made; otherwise the concerned *Abunzi* may face disciplinary sanctions relating to *Abunzi* profession as provided for by the order of the Minister in charge of justice.

(10) jours à compter de la date de prise de décision. Dans le cas contraire, *Abunzi* concernés peuvent subir des sanctions disciplinaires relatives aux fonctions d'*Abunzi* prévues par l'arrêté du Ministre ayant la justice dans ses attributions.

**Ingingo ya 21: Ibikubiye mu mwanzuro wa Komite y'Abunzi**

Umwanzuro wa Komite y'Abunzi ugaragaza ibi bikurikira:

- 1° umwirondoro w'abafitanye ikibazo;
- 2° incamake y'ikibazo;
- 3° ingingo abafitanye ikibazo baburanisha;
- 4° icyemezo cyafashwe abafitanye ikibazo bose bemeranywaho;
- 5° icyemezo cyafashwe umwe mu bafitanye ikibazo atemera, mu gihe gihari;
- 6° itariki n'ahantu ikibazo cyakemuriwe;
- 7° imikono cyangwa ibikumwe by'abafitanye ikibazo;

**Article 21: Content of the verdict of Abunzi Committee**

The verdict of *Abunzi* Committee indicates the following:

- 1° the parties' identification;
- 2° the summary of the dispute;
- 3° the arguments put forward by the involved parties;
- 4° the decision with which all parties agree;
- 5° the decision to which one of the parties does not agree, if any;
- 6° the date and place of the dispute settlement;
- 7° signatures or fingerprints of parties in conflict;

**Article 21: Contenu du verdict du Comité d'Abunzi**

Le verdict du Comité d'*Abunzi* indique ce qui suit:

- 1° l'identification des parties;
- 2° le sommaire du litige;
- 3° les prétentions des parties en cause;
- 4° la décision à laquelle toutes les parties en litige adhèrent;
- 5° la décision à laquelle l'une des parties n'adhère pas, s'il y en a une;
- 6° la date et le lieu du règlement du litige;
- 7° les signatures ou les empreintes digitales des parties en litige;

8° amazina y'Abunzi n'imikono yabo cyangwa ibikumwe byabo;

9° amazina y'umwanditsi n'umukono we cyangwa igikumwe cye.

Umwanzuro wa Komite y'Abunzi ugomba gushyirwaho kashi ya Komite y'Abunzi kandi ukabikwa n'Umunyamabanga Nshingwabikorwa ari na we uwushyikiriza abo bireba.

Iyo hari umwe mu bunzi utemeranyijwe n'abandi ku cyemezo cyafashwe, byandikwa muri uwo mwanzuro n'impamu yatanze.

Perezida w'inteko y'Abunzi yasuzumye ikibazo ntiyemerewe kurenza iminsi itanu (5) ataramenyesha abafitanye ikibazo umwanzuro wa Komite y'Abunzi wanditse uhereye ku munsi wabonekeyeho.

**Ingingo ya 22: Agaciro k'umwanzuro wa Komite y'Abunzi**

Umwanzuro wafashwe na Komite y'Abunzi ukemerwa n'abafitanye ikibazo ufatwa kuri bo nk'amasezerano bumvikanyeho, ariko ntushobora kwitwazwa ku bandi bantu batarebwa n'icyo kibazo.

8° *Abunzi* names as well as their signatures or their fingerprints;

9° the rapporteur's names as well as his/her signature or fingerprint.

The verdict of *Abunzi* Committee is sealed with the seal of the *Abunzi* Committee and is kept by the Executive Secretary who submits it to the concerned parties.

Where one of *Abunzi* holds a dissenting opinion, the issue and the reason thereof are stated in the verdict.

The Chairperson of *Abunzi* Panel that examined the dispute notifies the parties of the written verdict of the *Abunzi* Committee, within five (5) days from the day on which the verdict was available.

**Article 22: Force of Abunzi verdict**

The *Abunzi* verdict with which all parties agree serves as an agreement between those parties, but shall not be enforceable against third parties.

8° les noms d'*Abunzi* ainsi que leurs signatures ou leurs empreintes digitales;

9° les noms du rapporteur ainsi que sa signature ou son empreinte digitale.

Le verdict du Comité d'*Abunzi* doit être scellé du sceau du Comité d'*Abunzi* et conservé par le Secrétaire Exécutif qui le transmet aux parties concernées.

En cas d'opinion dissidente par l'un ou l'une des *Abunzi*, cette opinion et sa motivation sont consignées dans ce verdict.

Le Président du Panel d'*Abunzi* ayant examiné le litige notifie aux parties le verdict écrit du Comité d'*Abunzi* endéans cinq (5) jours à compter de la date de la disponibilité du verdict.

**Article 22: Force du verdict d'*Abunzi***

Le verdict du Comité d'*Abunzi* auquel adhèrent toutes les parties tient lieu de convention entre ces parties, mais n'est pas opposable aux tiers.

**Ingingo ya 23: Gusaba gusobanura cyangwa gukosora umwanzuro wa Komite y'Abunzi**

Ikibazo gisaba gusobanura cyangwa gukosora umwanzuro wa Komite y'Abunzi gishyikirizwa Umunyamabanga Nshingwabikorwa w'urwego bireba na we akagishyikiriza Komite y'Abunzi.

Ikibazo gisuzumwa n'Inteko y'Abunzi yafashe uwo mwanzuro. Iyo idashoboye kuboneka Komite y'Abunzi yitoramo Inteko isuzuma icyo kibazo mu buryo buteganywa mu ngingo ya 15 y'iri tegeko.

Ikibazo gisuzumwa hatongewe gutumizwa abafitanye ikibazo. Umwanzuro ufashwe wuzuza uwasabiwe gukosorwa cyangwa gusobanurwa kandi ntujuririrwa.

**Icyiciro cya 3: Inzira zo kujurira**

**Ingingo ya 24: Gusubirishamo umwanzuro wafashwe na Komite y'Abunzi**

Umwanzuro wafashwe na Komite y'Abunzi uregwa cyangwa urega adahari ushobora gusabirwa gusubirwamo mu gihe kitarenze

**Article 23: Request for clarification or correction of the verdict of the Abunzi Committee**

A request for clarification or correction of the *Abunzi* verdict is submitted to the Executive Secretary of the concerned entity, who submits it to the *Abunzi* Committee.

The request is considered by the *Abunzi* Panel that rendered the verdict. In case it is not available, the *Abunzi* Committee chooses among its members a panel to examine this request in accordance with Article 15 of this Law.

The request is considered without the summoning of parties in conflict. The verdict complements the one for which the correction or clarification was required and is not subject to appeal.

**Section 3: Appeal procedures**

**Article 24: Opposition against the verdict rendered by Abunzi Committee**

*Abunzi* Committee's verdict rendered in the absence of the respondent or the applicant may be subject to opposition

**Article 23: Demande de clarification ou de rectification du verdict du Comité d'Abunzi**

Une requête de clarification ou de rectification du verdict d'*Abunzi* est transmise au Secrétaire Exécutif de l'entité concernée et ce dernier la transmet au Comité d'*Abunzi*.

La requête est examinée par le Panel d'*Abunzi* qui a rendu ce verdict. Au cas où il n'est pas disponible, le Comité d'*Abunzi* choisit en son sein un panel qui examine cette requête conformément aux dispositions de l'article 15 de la présente loi.

La requête est examinée sans la convocation des parties au litige. Le verdict rendu complète celui dont la rectification ou la clarification a été requise et n'est pas susceptible de recours.

**Section 3: Voies de recours**

**Article 24: Opposition contre le verdict rendu par le Comité d'Abunzi**

Le verdict du Comité d'*Abunzi* rendu en l'absence du requérant ou du défendeur peut faire l'objet d'opposition endéans dix

iminsi icumi (10) uhereye igihe usubirishamo yamenyesherejwe umwanzuro wa Komite y'Abunzi.

Gusaba gusubirishamo uwo mwanzuro bishyikirizwa Umunyamabanga Nshingwabikorwa w'urwego ikibazo kiriho mu nyandiko cyangwa mu magambo.

Inteko y'Abunzi yawufashe, igizwe n'Abunzi bose bari bayigize niyo isuzuma ubwo busabe. Mu gihe badashoboye kuboneka busuzumwa n'abandi bunzi bo muri iyo Komite batoranywa hakurikijwe ibiteganywa n'ingingo ya 15 y'iri tegeko.

Umwanzuro wafashwe na Komite y'Abunzi uregwa cyangwa urega adahari ntushobora kujuririrwa mbere y'uko igihe cyo gusubirishamo kirangira.

**Ingingo ya 25: Kujuririra umwanzuro wafashwe na Komite y'Abunzi ku rwego rw'Akagari**

Umwe mu bafitanye ikibazo utemeye umwanzuro wa Komite y'Abunzi yo ku rwego rw'Akagari, ashobora, mu gihe kitarenze iminsi mirongo itatu (30), uhereye ku munsi yashyikirijweho umwanzuro

within ten (10) days from the day of notification of the *Abunzi* verdict to the party that applied for opposition.

The request for opposition against the *Abunzi* Committee's verdict is submitted in a written or oral statement to the Executive Secretary of the entity where the dispute is.

The entire *Abunzi* Panel which rendered the verdict examines the dispute. In case of absence of such a panel, the dispute is examined by other members of the same *Abunzi* Committee who are selected in accordance with provisions of Article 15 of this Law.

*Abunzi* Committee's verdict rendered in the absence of the respondent or the applicant shall not be appealed against before the expiry of the period of opposition.

**Article 25: Appealing against a verdict rendered by Abunzi Committee at the Cell level**

Any party that is not satisfied with the verdict of *Abunzi* Committee at the Cell level, may, within thirty (30) days from the day on which he/she was notified of the

(10) jours à compter de la notification du verdict d'*Abunzi* à la partie ayant formé l'opposition.

La demande d'opposition contre un verdict rendu par le Comité d'*Abunzi* est soumise par écrit ou oralement au Secrétaire Exécutif de l'entité au niveau de laquelle se situe le litige.

Le Panel d'*Abunzi* complet qui a rendu le verdict examine cette demande. En cas de son absence, la demande est examinée par d'autres *Abunzi* du même comité et dont la sélection se fait conformément aux dispositions de l'article 15 de la présente loi.

Le verdict du Comité d'*Abunzi* rendu en l'absence du requérant ou du défendeur ne peut faire l'objet d'appel avant la fin du délai d'opposition.

**Article 25: Appel contre le verdict rendu par le Comité d'Abunzi au niveau de Cellule**

Toute partie qui n'est pas satisfaite du verdict du Comité d'*Abunzi* au niveau de la Cellule, peut, endéans trente (30) jours à compter du jour où le verdict lui a été

wanditse, kujuririra Komite y'Abunzi yo ku rwego rw'Umurenge.

Mu bujurire, Komite y'Abunzi yo ku rwego rw'Umurenge isuzuma gusa ingingo urega anenga ku mwanzuro wafashwe na Komite y'Abunzi yo ku rwego rw'Akagari kandi atigeze yemerera imbere yabo.

Kujuririra umwanzuro wa Komite y'Abunzi wafashwe ku rwego rw'Akagari ntibitangirwa igarama.

**Ingingo ya 26: Gutambamira umwanzuro wafashwe na Komite y'Abunzi**

Umuntu wese utareze cyangwa ngo aregwe mu kibazo cyasuzumwe na Komite y'Abunzi ariko agifitemo inyungu iyo ari yo yose, ashobora gutambamira umwanzuro wafashwe umurenganya kugira ngo usubirwemo iyo we cyangwa abo ahagarariye ntawatumiwe mu isuzumwa ry'icyo kibazo.

Gutambamira umwanzuro wafashwe na Komite y'Abunzi bikorwa mu gihe kitarenze iminsi icumi (10) uhereye igahe utanze ikirego yamenyeye umwanzuro wa

written verdict, appeal to *Abunzi* Committee at the Sector level.

At the appeal level, *Abunzi* Committee at the Sector level examines only points of the verdict rendered at Cell level challenged by the applicant and to which he/she never accepted before *Abunzi* Committee at the Cell level.

Appealing against the verdict of *Abunzi* Committee rendered at the Cell level shall not be subject to payment of court fees.

**Article 26: Opposition by a third party against *Abunzi* Committee's verdict**

Any person who is not a party to the dispute examined by *Abunzi* Committee but has an interest in it, may file a third party opposition against the verdict which is prejudicial to his/ her interests if neither him/her nor the person he/she represents were invited to attend conciliation session.

Notice of third party opposition is filed, with supporting evidence, within ten (10) days from the day when the applicant was notified of *Abunzi* Committee's verdict. If

signifié par écrit, faire appel devant le Comité d'*Abunzi* au niveau du Secteur.

Au niveau d'appel, le Comité d'*Abunzi* au niveau de Secteur n'examine que les points du verdict du Comité d'*Abunzi* au niveau de la Cellule attaqués par le requérant et jamais acceptés par lui devant le Comité d'*Abunzi* au niveau de la Cellule.

L'appel contre le verdict rendu par le Comité d'*Abunzi* au niveau de la Cellule n'est pas soumis au paiement des frais de justice.

**Article 26: Tierce opposition contre le verdict du Comité d'*Abunzi***

Toute personne n'ayant pas été partie au litige sur lequel le Comité d'*Abunzi* a statué mais y a un intérêt quelconque peut former une tierce opposition à un verdict qui est préjudiciable à ses intérêts, lorsque ni elle ni ceux qu'elle représente n'ont été invités à assister à la séance de conciliation.

La tierce opposition est formée, avec preuves à l'appui, dans un délai ne dépassant dix (10) jours à compter du jour où la personne formant opposition a pris

Komite y'Abunzi, akabitangira ibimenyetso. Iyo icyo gihe kirenze, gutambamira umwanzuro wafashwe na Komite y'Abunzi ntibyakirwa.

Gusaba gutambamira uwo mwanzuro bishyikirizwa Umunyamabanga Nshingwabikorwa w'urwego ikibazo kiriho mu nyandiko cyangwa mu magambo.

Inteko y'Abunzi yawufashe, igizwe n'Abunzi bose bari bayigize, niyo isuzuma iryo tambamira. Mu gihe badashoboye kuboneka risuzumwa n'abandi bunzi bo muri iyo Komite batoranywa hakurikijwe ibiteganywa n'ingingo ya 15 y'iri tegeko.

Iyo gutambamira umwanzuro wafashwe na Komite y'Abunzi byakiriwe, gusuzuma ikibazo byongera gutangira bundi bushya.

#### Icyiciro cya 4:Kuregera urukiko

##### Ingingo ya 27: Kuregera Urukiko rw'Ibanze

Umwe mu bafitanye ikibazo utishimiye umwanzuro wa Komite y'Abunzi yo ku rwego rw'Umurenge ashobora, mu gihe kitarenze iminsi mirongo itatu (30) uhoreye

such period expires, the third party opposition against a verdict rendered by *Abunzi* Committee is inadmissible.

Notice of third party opposition against the verdict is filed in a written or oral statement to the Executive Secretary of the entity where the dispute is.

The entire *Abunzi* Committee Panel that rendered the verdict examines the third party opposition. In case of absence of members of the panel, the third party opposition is examined by other members of the same *Abunzi* Committee selected in accordance with provisions of Article 15 of this Law.

If the third party opposition against *Abunzi* Committee's verdict is admissible, the dispute is reconsidered.

#### Section 4: Filing a case with the court

##### Article 27: Filing a case with the Primary Court

Any party that is not satisfied with the verdict of *Abunzi* Committee at the Sector level may, within thirty (30) days from the day on which he/she was notified

connaissance du verdict du Comité d'*Abunzi*. Passé ce délai, la tierce opposition au verdict rendu par le Comité d'*Abunzi* n'est plus recevable.

La tierce opposition contre le verdict est soumise par écrit ou oralement au Secrétaire Exécutif de l'entité au niveau de laquelle se trouve le litige.

Le Panel d'*Abunzi* complet qui a rendu le verdict examine la tierce opposition. En cas d'absence des membres du panel qui a rendu le verdict, la tierce opposition est examinée par d'autres membres du Comité d'*Abunzi* dont la sélection se fait conformément aux dispositions de l'article 15 de la présente loi.

Lorsque la tierce opposition contre le verdict du Comité d'*Abunzi* est jugée recevable, le litige est à nouveau examiné.

#### Section 4: Saisine de la juridiction

##### Article 27: Saisine du Tribunal de Base

Toute partie qui n'est pas satisfaite du verdict du Comité d'*Abunzi* au niveau du Secteur peut, endéans trente (30) jours à compter du jour où le verdict écrit du

ku munsi yashyikirijweho umwanzuro wa Komite y'Abunzi wanditse, gushyikiriza ikirego Urukiko rw'Ibanze rubifitiye ububasha.

Kuregera urukiko bikorwa habanje gutangwa igarama.

**Ingingo ya 28: Ingingo zisuzumwa n'urukiko rwaregewe**

Ingingo zumvikanyweho n'abafitanye ikibazo imbere ya Komite y'Abunzi ntizishobora kuregerwa mu Rukiko rw'Ibanze.

Urega agomba, mu gihe atanga ikirego mu Rukiko rw'Ibanze, gutanga umwanzuro wa Komite y'Abunzi. Iyo bitabaye ibyo ikirego cye nticyakirwa n'umwanditsi w'Urukiko.

Urukiko rwaregewe rusuzuma gusa ingingo urega anenga ku mwanzuro wafashwe na Komite y'Abunzi kandi atigeze yemera imbere yayo. Iyo bibaye ngombwa, urukiko rushobora gusaba kopi y'inyandikomvugo yakozwe n'Abunzi.

of the written verdict of the *Abunzi* Committee, refer the matter to the competent Primary Court.

Filing a case with the court is subject to payment of court fees.

**Article 28: Points to be examined by the court referred to**

The points agreed upon by the parties before the *Abunzi* Committee shall not be included in the case filed with the Primary Court.

The applicant must attach the copy of the verdict of the *Abunzi* Committee to his/her application lodged with the Primary Court. Failure to do so, the Court Registrar does not receive the application.

The court to which the case is referred considers only those points of the verdict challenged by the applicant and to which he/she raised objections before the *Abunzi* Committee. The court may request a copy of the minutes drafted by *Abunzi*, if considered necessary.

Comité d'*Abunzi* lui a été signifié, saisir le Tribunal de Base compétent.

La saisine de la juridiction est soumise au paiement préalable des frais de justice.

**Article 28: Points devant être examinés par la juridiction saisie**

Les points sur lesquels les parties au litige se sont mises d'accord devant le Comité d'*Abunzi* ne peuvent pas faire l'objet de saisine du Tribunal de Base.

Le requérant doit joindre à sa requête auprès du Tribunal de Base, une copie du verdict du Comité d'*Abunzi*, faute de quoi le greffier n'enregistre pas la requête.

La juridiction saisie n'examine que les points du verdict attaqués et n'ayant pas été acceptés par le requérant devant le Comité d'*Abunzi*. La juridiction peut, si nécessaire, demander la copie du procès-verbal rédigé par *Abunzi*.

<b>Icyiciro cya 5: Ishyirwa mu bikorwa ry'umwanzuro wa Komite y'Abunzi</b>	<b>Section 5: Execution of Abunzi Committee's verdict</b>	<b>Section 5 : Exécution du verdict du Comité d'Abunzi</b>
<b>Ingingo ya 29: Ishyirwa mu bikorwa ry'umwanzuro wa Komite y'Abunzi</b>	<b>Article 29: Execution of Abunzi Committee's verdict</b>	<b>Article 29: Exécution du verdict du Comité d'Abunzi</b>
Umwanzuro wafashwe n'Abunzi wubahirizwa ku bwumvikane bw'abafitanye ikibazo.	The verdict of <i>Abunzi</i> is executed with the consent of parties to the dispute.	Le verdict d' <i>Abunzi</i> est exécuté par consentement des parties au litige.
Icyakora, iyo umwe mu bafitanye ikibazo yanze kubahiriza umwanzuro wafashwe na Komite y'Abunzi, urebwa n'icyo kibazo bibangamiye ashobora gusaba ko ushyirwa mu bikorwa ku ngufu hakurikijwe amategeko asanzwe yerekeranye no kurangiza imanza hakoreshejwe ingufu. Icyo gihe, asaba mu magambo cyangwa mu nyandiko Perezida w'Urukiko rw'Ibanze rwo mu ifasi y'aho umwanzuro wafatiwe kuwushyiraho kashempuruza.	However, if one of the parties refuses to comply with the <i>Abunzi</i> Committee's verdict, the prejudiced party may apply for enforcement of the decision in accordance with laws relating to enforcement proceedings. In that case, he/she requests, either in writing or orally, the President of the Primary Court with jurisdiction over the place where the verdict was rendered to append to the verdict an enforcement formula.	Cependant, en cas de refus par l'une des parties de se conformer au verdict du Comité d' <i>Abunzi</i> , la partie préjudiciée peut faire appel à l'exécution forcée conformément à la loi relative à l'exécution forcée des jugements. Dans ce cas, elle demande oralement ou par écrit au Président du Tribunal de Base dans le ressort duquel le verdict a été rendu d'apposer la formule exécutoire sur ce verdict.
Gusaba gushyira kashempuruza ku mwanzuro wa Komite y'Abunzi ntibitangirwa igarama.	Application for appending an enforcement formula to a verdict of <i>Abunzi</i> Committee is done without payment of court fees.	La demande d'apposition de la formule exécutoire au verdict du Comité d' <i>Abunzi</i> se fait sans payer les frais de justice.
Perezida ashyira kashempuruza kuri uwo mwanzuro nyuma yo kubona inyandiko y'Umunyamabanga Nshingwabikorwa w'Umurenge w'aho ikibazo cyakemuriwe yemeza ko uwo mwanzuro wafashwe na Komite y'Abunzi kandi ko utagishoboye kujuririrwa cyangwa kuregerwa urukiko.	The President of the Primary Court appends to the verdict an order for its enforcement after receiving a written statement from the Executive Secretary of the Sector where the verdict was rendered certifying that the verdict was rendered by the <i>Abunzi</i> Committee and that it is no	Le Président du Tribunal de Base appose la formule exécutoire sur le verdict après avoir reçu une déclaration écrite du Secrétaire Exécutif du Secteur du lieu où le verdict a été rendu attestant que ce dernier a été rendu par le Comité d' <i>Abunzi</i>

longer subject to appeal or to be referred to any court.

Perezida w'Urukiko rw'Ibanze ntashobora kwanga gushyira kashempuruza ku mwanzuro wa Komite y'Abunzi keretse gusa mu gihe ibikubiye mu mwanzuro cyangwa ishyirwa mu bikorwa ryawo binyuranyije n'amategeko ndemyagihugu. Icyo gihe, amenyesha mu nyandiko Komite y'Abunzi icyemezo cye kugira ngo Inteko y'Abunzi yafashe umwanzuro ikosore ibyerekeranye n'ayo mategeko ndemyagihugu atubahirijwe.

**Ingingo ya 30: Ikibazo kivutse mu irangiza ry'umwanzuro wa Komite y'Abunzi**

Ikibazo kivutse mu irangiza ry'umwanzuro wa Komite y'Abunzi gishyikirizwa Komite y'Abunzi nayo ikagishyikiriza Inteko y'Abunzi yafashe uwo mwanzuro mu rwego rwa nyuma kugira ngo isobanure kurushaho uwo mwanzuro bityo ishyirwa mu bikorwa ryawo rishoboke. Mu gihe Abunzi bari bagize Inteko yasuzumye icyo kibazo badashoboye kuboneka, ikibazo cyerekeranye n'irangizwa ry'umwanzuro gishyikirizwa iyo Komite, kigasuzumwa n'indi Nteko itoranywa mu buryo buteganywa n'ingingo ya 15 n'iya 16 z'iri tegeko.

The President of the Primary Court cannot refuse to append to the verdict of the *Abunzi* Committee an enforcement formula unless the verdict or its execution is contrary to public order. In that case, he/she informs the *Abunzi* Committee of his/her decision in writing in order for the *Abunzi* Panel who rendered the verdict to correct it in relation to violated rules of public order.

**Article 30: Dispute arising from the execution of *Abunzi* Committee verdict**

A dispute arising from the execution of the *Abunzi* Committee's verdict is submitted to the *Abunzi* Committee that in turn, submits it to the *Abunzi* Panel that rendered the verdict in the last instance for more clarification on that verdict in order to facilitate its execution. In case of absence of *Abunzi* who composed the panel which examined the incident arising from the execution of the verdict is submitted to *Abunzi* Committee and examined by another panel selected through procedures specified in Articles 15 and 16 of this Law.

et qu'il n'est plus susceptible de recours ou d'être porté devant la juridiction.

Le Président du Tribunal de Base ne peut refuser d'apposer la formule exécutoire sur le verdict du Comité d'*Abunzi* sauf si ce verdict ou son exécution est contraire à l'ordre public. Dans ce cas, il informe par écrit le Comité d'*Abunzi* de sa décision pour que le Panel d'*Abunzi* qui a rendu le verdict le corrige en le conformant aux règles d'ordre public violées.

**Article 30: Litige né de l'exécution du verdict du Comité d'*Abunzi***

Le litige né de l'exécution du verdict du Comité d'*Abunzi* est porté devant le Comité d'*Abunzi* qui à son tour le soumet au Panel d'*Abunzi* ayant rendu le verdict en dernier ressort pour le clarifier davantage dans le but de rendre possible son exécution. En cas d'absence d'*Abunzi* ayant fait partie du panel qui a examiné le litige, l'incident né de l'exécution du verdict du Comité d'*Abunzi* est porté devant le Comité d'*Abunzi* et examiné par un autre panel choisi conformément aux dispositions des articles 15 et 16 de la présente loi.

**Icyiciro cya 6: Imyitwarire ya Komite y'Abunzi**

**Ingingo ya 31: Imyitwarire y'Abunzi**

Imyitwarire y'Abunzi ikurikiranwa na Biro ya Komite y'Abunzi ivugwa mu ngingo ya 9 y'iri tegeko .

Iteka rya Minisitiri ufile Ubutabera mu nshingano ze rigena imyitwarire y'Abunzi.

**Ingingo ya 32: Ihagarikwa ry'umwe u bagize Komite y'Abunzi**

Ibyibwirije cyangwa ibisabwe n'abaturage, Komite y'Abunzi ishobora guhagarika by'igihe kitarenze ukwezi kumwe (1) umwe mu bayigize kubera kubogama cyangwa indi myitwarire igayitse. Icyo cyemezo gifatwa nibura na bibiri bya gatatu (2/3) by'abagize Komite y'Abunzi, umwunzi ukemangwa amaze guhabwa umwanya wo kwisobanura.

Umwe mu bagize Komite y'Abunzi ashobora kuvanza burundi ku mirimo ye n'abamutoye, igihe bigaragaye ko atagishoboye kuzuza inshingano ze.

**Section 6: Abunzi Committee code of conduct**

**Article 31: Abunzi code of conduct**

The Bureau of *Abunzi* Committee provided for in Article 9 of this Law ensures the conduct of *Abunzi*.

An Order of the Minister in charge of Justice determines the code of conduct for *Abunzi*.

**Article 32: Suspension of a member of Abunzi Committee**

At its own initiative or upon a request by the population, the *Abunzi* Committee may suspend one of its members for a period not exceeding one (1) month on the ground of partiality or any other misconduct. The decision is taken by at least two thirds (2/3) of *Abunzi* Committee members, after hearing the concerned *umwunzi*.

A member of the *Abunzi* Committee may be relieved from office by the electoral college if it is evident that he/she is no longer able to fulfil his/her duties.

**Section 6: Code de conduite du Comité d'Abunzi**

**Article 31: Code de conduite d'Abunzi**

Le Bureau du Comité d'*Abunzi* prévu à l'article 9 de la présente loi veille à la conduite d'*Abunzi*.

Un arrêté du Ministre ayant la justice dans ses attributions détermine le Code de conduite d'*Abunzi*.

**Article 32: Suspension d'un membre du Comité d'Abunzi**

De sa propre initiative ou à la demande de la population, le Comité d'*Abunzi* peut suspendre un de ses membres pour un délai ne dépassant pas un (1) mois pour sa partialité ou tout autre comportement indigne. Cette décision est prise par au moins deux tiers (2/3) des membres du Comité d'*Abunzi* après avoir entendu l'*umwunzi* mis en cause.

Un membre du Comité d'*Abunzi* peut être démis de ses fonctions par son électorat s'il n'est plus capable de remplir ses fonctions.

Iteka rya Minisitiri ufile ubutabera mu nshingano ze rigena uko umwe mu bagize Komite y'Abunzi avanwa ku mirimo ye.

An Order of the Minister in charge of justice determines modalities for relieving from office a member of the *Abunzi* Committee.

Un arrêté du Ministre ayant la justice dans ses attributions détermine les modalités de démettre un membre du Comité d'*Abunzi* de ses fonctions.

**UMUTWE WA V: INGINGO ZINYURANYE, IZ'INZIBACYUHO N'IZISOZA**

**Icyiciro cya mbere: Ingingo zinyuranye**

**Ingingo ya 33: Urwego rukurikirana ibikorwa bya Komite z'Abunzi**

Minisiteri ifite ubutabera mu nshingano zayo ni yo ireberera ibikorwa bya Komite z'Abunzi. Ibfasha kugera ku nshingano zabo, ibinyujije mu mahugurwa, no mu kubashakira ibikoresho. Ifatanya kandi na Minisiteri ifite ubutegetsi bw'Igihugu mu nshingano zayo gukurikirana ibikorwa bya Komite z'Abunzi.

**Ingingo ya 34: Irangira rya manda y'Abunzi bariho**

Haseguriwe ibiteganywa n'ingingo ya 2 n'iya 6 z'iri tegeko, abagize Komite y'Abunzi ku munsi iri tegeko ritangira gukurikizwa, baguma ku murimo wabo kugeza igihe manda yabo izarangirira.

**CHAPTER V: MISCELLANEOUS, TRANSITIONAL AND FINAL PROVISIONS**

**Section One: Miscellaneous provisions**

**Article 33: Organ in charge of supervising activities of Abunzi Committees**

The Ministry in charge of justice supervises activities of *Abunzi* Committees. It supports them in the performance of their duties through trainings and supply of equipment. It also collaborates with the Ministry in charge of local government in order to monitor activities of *Abunzi* Committees.

**Article 34: Termination of the term of office of incumbent Abunzi**

Subject to Articles 2 and 6 of this Law, members of *Abunzi* Committee that are incumbent on the day this Law comes into force, keep their functions until their term of office comes to an end.

**CHAPITRE V: DISPOSITIONS DIVERSES, TRANSITOIRES ET FINALES**

**Section première: Dispositions diverses**

**Article 33: Organe chargé de la supervision des activités des Comités d'*Abunzi***

Le Ministère ayant la justice dans ses attributions est chargé de la supervision des activités des Comités d'*Abunzi*. Il assiste ceux-ci par la formation et la fourniture du matériel. Il collabore également avec le Ministère ayant l'administration locale dans ses attributions dans le suivi des activités des Comités d'*Abunzi*.

**Article 34: Echéance du mandat d'*Abunzi* en service**

Sous réserve des dispositions des articles 2 et 6 de la présente loi, les membres des Comités d'*Abunzi* en service à la date d'entrée en vigueur de la présente loi,

**Ingingo ya 35: Ibarwa ry'ibihe biteganyijwe muri iri tegeko**

Ibihe bibarwa mu minsi, bibarwa umunsi ku wundi hakurikijwe igithe bimara. Icyakora, umunsi igikorwa cyakoreweho ntubarwa ahubwo habarwa umunsi wa nyuma igikorwa kigomba kurangiriraho.

Iyo umunsi wa nyuma igikorwa kigomba kurangiriraho uhuye n'umunsi w'ikiruhuko cyangwa impera y'icyumweru, wimurirwa ku munsi w'akazi ukurikiraho.

**Icyiciro cya 2: Ingingo z'inzibacyuho**

**Ingingo ya 36: Ibibazo by'imbonezamubano byari byarashyikirijwe Komite y'Abunzi**

Ibibazo by'imbonezamubano byashyikirijwe Komite y'Abunzi ku rwego rw'Akagari cyangwa urw'Umurenge bitakiri mu bubasha bwayo hashingiwe kuri iri tegeko kandi bikaba bitarafatirwa umwanzuro ndakuka ku munsi iri tegeko ritangira gukurikizwa, bishyikirizwa urukiko rubifitiye ububasha.

**Article 35: Computation of time limits provided for under this Law**

The time limits set in days, are computed day by day up to the last day of the period. However, the day the event took place shall not be counted but rather the last day of event is counted.

In case of coincidence of the last day of the event with an official public holiday or the day of the weekend, it is extended to the next working day.

**Section 2: Transitional provisions**

**Article 36: Civil disputes pending before Abunzi Committee**

Civil matters pending before *Abunzi* Committee at the Cell level or Sector level, which are not under their jurisdiction in accordance with this Law and whose final verdict is yet to be rendered on the date of entry into force of this Law, are referred to a competent court.

restent dans leurs fonctions jusqu'à la fin de leur mandat.

**Article 35: Calcul des délais prévus à la présente loi**

Les délais fixés en termes des jours, sont comptés jour au jour suivant ses échéances. Cependant, le jour de survenance de l'évènement n'est pas pris en compte mais plutôt c'est son échéance qui compte.

En cas de coïncidence de l'échéance de l'évènement avec le jour férié officiel ou un jour de fin de la semaine, elle est reportée au jour ouvrable suivant.

**Section 2: Dispositions transitoires**

**Article 36: Litiges en matière civile pendant devant le Comité d'*Abunzi***

Les litiges en matière civile pendant devant le Comité d'*Abunzi* au niveau de la Cellule ou du Secteur, ne relevant plus de leur compétence conformément à la présente loi et dont le verdict définitif n'est pas encore rendu le jour d'entrée en vigueur de la présente loi, sont portés devant la juridiction compétente.

**Iningo ya 37: Ibirego byashyikirijwe Komite y'Abunzi**

Ibirego by'insinjabyaha byashyikirijwe Komite y'Abunzi ku rwego rw'Akagari cyangwa urw'Umurenge kandi bitarafatirwa umwanzuro ndakuka ku munsu iri tegeko ritangira gukurikizwa, bishyikirizwa Ubugenzacyaha bubifitiye ububasha.

**Iningo ya 38: Agaciro k'ibyakozwe**

Umwanzuro wa Komite y'Abunzi wafashwe hakurikijwe Itegeko Ngenga n° 02/2010/OL ryo ku wa 09/06/2010 rigena imiterere, ifasi, ububasha n'imikorere bya Komite y'Abunzi nk'uko ryahinduwe kandi ryujujwe kugeza ubu kandi ukaba warabaye ndakuka ugumana agaciro kawo.

**Iningo ya 39: Uburyo bwo guhererekanya amadosiye n'igihe bikorwamo**

Perezida wa Komite y'Abunzi ku rwego rw'Akagari no ku rwego rw'Umurenge ashyikiriza Umunyamabanga Nshingwabikorwa w'Umurenge rraporo y'ibibazo n'iy'ibirego bivugwa mu ngingo ya 36 n'iya 37 z'iri tegeko.

**Article 37: Cases filed to Abunzi Committee**

Criminal cases pending before *Abunzi* Committee at the Cell level or Sector level and whose final verdict is not yet rendered on the date of entry into force of this Law, are referred to the competent Judicial Police organs.

**Article 38: Validity of actions taken**

The verdict that *Abunzi* Committee rendered in accordance with Organic Law n° 02/2010/OL of 09/06/2010 on the organisation, jurisdiction, competence and functioning of the Mediation Committee as amended and complemented to date, and which became final remains valid.

**Article 39: Procedure and period of the handover of files**

The Chairperson of *Abunzi* Committee at the Cell and Sector levels submits to the Executive Secretary of the Sector the report of disputes and cases provided for in Articles 36 and 37 of this Law.

**Article 37: Actions introduites devant le Comité d'Abunzi**

Les actions pénales introduites devant le Comité d'*Abunzi* au niveau de la Cellule ou du Secteur dont le verdict définitif n'est pas encore rendu le jour d'entrée en vigueur de la présente loi, sont portées devant l'organe de police judiciaire compétent.

**Article 38: Validité des actes posés**

Le verdict rendu par le Comité d'*Abunzi* conformément à la Loi Organique n° 02/2010/OL du 09/06/2010 portant organisation, ressort, compétence et fonctionnement du comité de conciliateurs telle que modifiée et complétée à ce jour, devenu définitif reste valable.

**Article 39: Procédure et période de remise et reprise des dossiers**

Le Président du Comité d'*Abunzi* au niveau de la Cellule et du Secteur transmet au Secrétaire Exécutif de Secteur le rapport des litiges et actions prévus aux articles 36 et 37 de la présente loi.

Umunyamabanga ashyikiriza ibibazo zikurikira:	Nshingwabikorwa n'ibirego inzego	The Executive Secretary submits disputes and cases to the following organs:	Le Secrétaire Exécutif transmet les litiges et actions devant les organes suivants:
1° Ubugenzacyaha ibirego by'ishinjabyaha;	bushyikirizwa	1° criminal actions are submitted to the judicial police organs ;	1° les actions pénales sont introduites devant l'organe de police judiciaire ;
2° Urukiko rw'Ibanze rushyikirizwa ibibazo mbonezamubano uretse ibibazo bishingiye ku masezerano y'umurimo bishyikirizwa Ubugenzuzi bw'Umurimo bubifitiye ububasha.		2° civil actions are brought before the Primary Court except for disputes related to labour contract that are brought before a competent labour inspectorate.	2° les actions civiles sont introduites devant le Tribunal de Base sauf les litiges en rapport avec le contrat du travail qui doivent être soumis à l'inspection du travail compétente.
Ibivugwa mu gika cya mbere n'icya 2 by'iyi ningo bigomba kuba byashyizwe mu bikorwa mu gihe kitarenze amezi atatu (3) nyuma y'uko iri tegeko ritangajwe mu Igazeti ya Leta ya Repubulika y'u Rwanda.		Provisions of Paragraphs One and 2 of this Article must be implemented within three (3) months from the publication of this Law in the Official Gazette of the Republic of Rwanda.	Les dispositions des alinéas premier et 2 du présent article doivent être mises en application endéans trois (3) mois à partir de la publication de la présente loi au Journal Officiel de la République du Rwanda.
<b><u>Icyiciro cya 3 : Ingingo zisoza</u></b>		<b><u>Section 3: Final provisions</u></b>	<b><u>Section 3 : Dispositions finales</u></b>
<b><u>Ingingo ya 40: Ivanwaho ry'ingingo z'amategeko zinyuranyije n'iri tegeko</u></b>		<b><u>Article 40: Repealing provision</u></b>	<b><u>Article 40: Disposition abrogatoire</u></b>
Ingingo zose z'amategeko abanziriza iri kandi zinyuranyije na ryo zivanyweho.		All prior legal provisions contrary to this Law are hereby repealed.	Toutes les dispositions légales antérieures contraires à la présente loi sont abrogées.
<b><u>Ingingo ya 41: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u></b>		<b><u>Article 41: Drafting, consideration and adoption of this Law</u></b>	<b><u>Article 41: Initiation, examen et adoption de la présente loi</u></b>
Iri tegeko ryateguwe, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.		This Law was drafted, considered and adopted in Kinyarwanda.	La présente loi a été initiée, examinée et adoptée en Kinyarwanda.

**Ingingo ya 42: Igihe iri tegeko ritangira gukurikizwa**

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

Kigali, ku wa 08/09/2016

(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 42: Commencement**

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

Kigali, on 08/09/2016

(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 42: Entrée en vigueur**

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

Kigali, le 08/09/2016

(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°17/01 RYO  
KU WA 08/09/2016 RYEMEZA  
BURUNDU AMASEZERANO  
Y'INGUZANYO N° 5796-RW  
YASHYIRIWEHO UMUKONO I  
KIGALI, MU RWANDA, KU WA 17  
KAMENA 2016, HAGATI YA  
REPUBLIKA Y'U RWANDA  
N'IKIGEGA MPUZAMAHANGA  
GITSURA AMAJYAMBERE (IDA),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI CUMI  
N'ENYE N'IBIHUMBI MAGANA  
ATANU Z'AMADETESI (14.500.000  
DTS) AGENEWE UMUSHINGA WO  
GUSHYIRAHO IBIGO  
BY'AMASHURI MAKURU  
BY'INDASHYIKIRWA MURI  
AFURIKA Y'IBURASIRAZUBA  
N'IY'AMAJYEPFO – ACE II

PRESIDENTIAL ORDER N°17/01 OF  
08/09/2016 RATIFYING FINANCING  
AGREEMENT N° 5796 -RW SIGNED  
IN KIGALI, RWANDA, ON 17 JUNE  
2016, BETWEEN THE REPUBLIC OF  
RWANDA AND THE  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION (IDA), RELATING TO  
THE CREDIT OF FOURTEEN  
MILLION FIVE HUNDRED  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 14,500,000) FOR  
ESTABLISHING EASTERN AND  
SOUTHERN AFRICA HIGHER  
EDUCATION CENTERS OF  
EXCELLENCE PROJECT – ACE II

ARRETE PRESIDENTIEL N°17/01 DU  
08/09/2016 RATIFIANT L'ACCORD  
DE FINANCEMENT N° 5796-RW  
SIGNÉ A KIGALI, AU RWANDA,  
LE 17 JUIN 2016, ENTRE LA  
REPUBLIQUE DU RWANDA ET  
L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF  
AU CREDIT DE QUATORZE  
MILLIONS CINQ CENT MILLE  
DROITS DE TIRAGE SPECIAUX  
(14.500.000 DTS) POUR LE PROJET  
DE CRÉATION DE CENTRES  
D'EXCELLENCE  
D'ENSEIGNEMENT SUPERIEUR EN  
AFRIQUE DE L'EST ET AUSTRALIE-  
ACE II

**ISHAKIRO**

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ITEKA RYA PEREZIDA N°17/01 RYO  
KU WA 08/09/2016 RYEMEZA  
BURUNDU AMASEZERANO  
Y'INGUZANYO N° 5796-RW  
YASHYIRIWEHO UMUKONO I  
KIGALI, MU RWANDA, KU WA 17  
KAMENA 2016, HAGATI YA  
REPUBLIKA Y'U RWANDA  
N'IKIGEGA MPUZAMAHANGA  
GITSURA AMAJYAMBERE (IDA),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI CUMI  
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ATANU Z'AMADETESI (14.500.000  
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GUSHYIRaho IBIGO  
BY'AMASHURI MAKURU  
BY'INDASHYIKIRWA MURI  
AFURIKA Y'IBURASIRAZUBA  
N'IY'AMAJYEPFO – ACE II

Twebwe, KAGAME Paul,  
Perezida wa Repubulika;

Dushingiye ku Itegeko Nshinga rya  
Repubulika y'u Rwanda ryo mu 2003  
ryavuguruwe mu 2015, cyane cyane mu  
ngingo zaryo, iya 112, iya 120 n'iya 176;

Dushingiye ku Itegeko n° 33/2016 ryo  
ku wa 05/09/2016 ryemera kwemeza  
burundu Amasezerano y'Inguzanyo n°

PRESIDENTIAL ORDER N°17/01 OF  
08/09/2016 RATIFYING FINANCING  
AGREEMENT N° 5796 -RW SIGNED  
IN KIGALI, RWANDA, ON 17 JUNE  
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RIGHTS (SDR 14,500,000) FOR  
ESTABLISHING EASTERN AND  
SOUTHERN AFRICA HIGHER  
EDUCATION CENTERS OF  
EXCELLENCE PROJECT – ACE II

We, KAGAME Paul,  
President of the Republic;

Pursuant to the Constitution of the  
Republic of Rwanda of 2003 revised in  
2015, especially in Articles 112, 120 and  
176;

Pursuant to Law n° 33/2016 of 05/09/2016  
authorising the ratification of the Financing  
Agreement n° 5796-RW signed in Kigali,

ARRETE PRESIDENTIEL N°17/01 DU  
08/09/2016 RATIFIANT L'ACCORD  
DE FINANCEMENT N° 5796-RW  
SIGNÉ A KIGALI, AU RWANDA,  
LE 17 JUIN 2016, ENTRE LA  
REPUBLIQUE DU RWANDA ET  
L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF  
AU CREDIT DE QUATORZE  
MILLIONS CINQ CENT MILLE  
DROITS DE TIRAGE SPECIAUX  
(14.500.000 DTS) POUR LE PROJET  
DE CRÉATION DE CENTRES  
D'EXCELLENCE  
D'ENSEIGNEMENT SUPERIEUR EN  
AFRIQUE DE L'EST ET AUSTRALIE-  
ACE II

Nous, KAGAME Paul,  
Président de la République;

Vu la Constitution de la République du  
Rwanda de 2003 révisée en 2015,  
spécialement en ses articles 112, 120 et  
176;

Vu la Loi n° 33/2016 du 05/09/2016  
autorisant la ratification de l'Accord de  
Financement n° 5796-RW signé à Kigali,

5796-RW yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Kamena 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atanu z'Amadetes (14.500.000 DTS) agenewe Umushinga wo gushyiraho Ibigo by'Amashuri Makuru by'Indashyikirwa muri Afurika y'Iburasirazuba n'iy'Amajyepfo – ACE II;

Tumaze kubona Amasezerano y'Inguzanyo n° 5796-RW yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Kamena 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atanu z'Amadetes (14.500.000 DTS) agenewe Umushinga wo gushyiraho Ibigo by'Amashuri Makuru by'Indashyikirwa muri Afurika y'Iburasirazuba n'iy'Amajyepfo – ACE II;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

Rwanda, on 17 June 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million five hundred thousand Special Drawing Rights (SDR 14,500,000) for establishing Eastern and Southern Africa Higher Education Centers of Excellence Project – ACE II;

Considering Financing Agreement n° 5796-RW signed in Kigali, Rwanda, on 17 June 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million five hundred thousand Special Drawing Rights (SDR 14,500,000) for establishing Eastern and Southern Africa Higher Education Centers of Excellence Project – ACE II;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

au Rwanda, le 17 juin 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions cinq cent mille Droits de Tirage Spéciaux (14.500.000 DTS) pour le Projet de Crédit de Centres d'Excellence d'Enseignement Supérieur en Afrique de l'Est et Australe - ACE II;

Considérant l'Accord de Financement n° 5796-RW signé à Kigali, au Rwanda, le 17 juin 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions cinq cent mille Droits de Tirage Spéciaux (14.500.000 DTS) pour le Projet de Crédit de Centres d'Excellence d'Enseignement Supérieur en Afrique de l'Est et Australe - ACE II;

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

Après examen et adoption par le Conseil des Ministres;

**TWATEGETSE KANDI DUTEGETSE: HAVE ORDERED AND HEREBY AVONS ARRETE ET ARRETONS:  
ORDER:**

**Iningo ya mbere: Kwemeza burundu**

Amasezerano y'Inguzanyo n° 5796-RW yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Kamena 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atanu z'Amadetesi (14.500.000 DTS) agenewe Umushinga wo gushyiraho Ibigo by'Amashuri Makuru by'Indashyikirwa muri Afurika y'Iburasirazuba n'iy'Amajyepfo – ACE II, ari ku mugerekwa w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

**Iningo ya 2: Abashinzwe gushyira mu bikorwa iri teka**

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ubutwererane na Minisitiri w'Uburezi bashinzwe gushyira mu bikorwa iri teka.

**Article One: Ratification**

Financing Agreement n° 5796 –RW signed in Kigali, Rwanda, on 17 June 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million five hundred thousand Special Drawing Rights (SDR 14,500,000) for establishing Eastern and Southern Africa Higher Education Centers of Excellence Project – ACE II, annexed to this Order, is ratified and becomes fully effective.

**Article premier: Ratification**

L'Accord de Financement n° 5796-RW signé à Kigali, au Rwanda, le 17 juin 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions cinq cent mille Droits de Tirage Spéciaux (14.500.000 DTS) pour le Projet de Création de Centres d'Excellence d'Enseignement Supérieur en Afrique de l'Est et Australe - ACE II, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

**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 Education 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'Education sont chargés de l'exécution du présent arrêté.

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

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

Kigali, ku wa 08/09/2016

(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 Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 08/09/2016

(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**

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

Kigali, le 08/09/2016

(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

UMUGEREKA W'ITEKA RYA  
PEREZIDA N°17/01 RYO KU WA  
08/09/2016 RYEMEZA BURUNDU  
AMASEZERANO Y'INGUZANYO N°  
5796-RW YASHYIRIWEHO UMUKONO I  
KIGALI, MU RWANDA, KU WA 17  
KAMENA 2016, HAGATI YA  
REPUBLIKA Y'U RWANDA  
N'IKIGEGA MPUZAMAHANGA  
GITSURA AMAJYAMBERE (IDA),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI CUMI N'ENYE  
N'IBIHUMBI MAGANA ATANU  
Z'AMADETESI (14.500.000 DTS)  
AGENEWE UMUSHINGA WO  
GUSHYIRaho IBIGO BY'AMASHURI  
MAKURU BY'INDASHYIKIRWA MURI  
AFURIKA Y'IBURASIRAZUBA  
N'IY'AMAJYEPFO – ACE II

ANNEX TO PRESIDENTIAL ORDER  
N°17/01 OF 08/09/2016 RATIFYING  
FINANCING AGREEMENT N° 5796 -RW  
SIGNED IN KIGALI, RWANDA, ON 17  
JUNE 2016, BETWEEN THE REPUBLIC  
OF RWANDA AND THE  
INTERNATIONAL DEVELOPMENT  
ASSOCIATION (IDA), RELATING TO  
THE CREDIT OF FOURTEEN MILLION  
FIVE HUNDRED THOUSAND SPECIAL  
DRAWING RIGHTS (SDR 14,500,000)  
FOR ESTABLISHING EASTERN AND  
SOUTHERN AFRICA HIGHER  
EDUCATION CENTERS OF  
EXCELLENCE PROJECT – ACE II

ANNEXE A L'ARRETE PRESIDENTIEL  
N°17/01 DU 08/09/2016 RATIFIANT  
L'ACCORD DE FINANCEMENT N° 5796-  
RW SIGNE A KIGALI, AU RWANDA, LE  
17 JUIN 2016, ENTRE LA REPUBLIQUE  
DU RWANDA ET L'ASSOCIATION  
INTERNATIONALE DE  
DEVELOPPEMENT (IDA), RELATIF AU  
CREDIT DE QUATORZE MILLIONS  
CINQ CENT MILLE DROITS DE  
TIRAGE SPECIAUX (14.500.000 DTS)  
POUR LE PROJET DE CREATION DE  
CENTRES D'EXCELLENCE  
D'ENSEIGNEMENT SUPERIEUR EN  
AFRIQUE DE L'EST ET AUSTRALE-  
ACE II

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CREDIT NUMBER 5796-RW

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# Financing Agreement

(Eastern and Southern Africa Higher Education Centers of  
Excellence Project – ACE II)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 17, 2016

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**CREDIT NUMBER 5796-RW**

**FINANCING AGREEMENT**

AGREEMENT dated \_\_\_\_\_, 2016, entered into between REPUBLIC OF RWANDA (“Recipient”) and INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”). The Recipient and the Association hereby agree as follows:

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**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.

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**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 fourteen million five hundred thousand Special Drawing Rights (SDR 14,500,000) (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.

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- 2.05. The Payment Dates are February 15 and August 15 in each year.

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- 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.

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- 2.07. The Payment Currency is Dollar.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (a) carry out Part 1 of the Project through the Eastern and Southern African Higher Education Institutions; and (b) collaborate with IUCEA in carrying out Parts 2 and 3 of the Project; all in accordance with the provisions of Article IV of the General Conditions and the Performance and Funding Agreements.
- 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.
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### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following:
- (a) the Eastern and Southern African Higher Education Institutions' Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Eastern and Southern African Higher Education Institutions to perform any of their obligations under the Performance and Funding Agreements; and
  - (b) a situation has arisen which shall make it improbable that the Eastern and Southern African Higher Education Institutions will comply with or carry out their obligations under this Agreement.
- 4.02. The Additional Event of Acceleration consists of the following, namely that any event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association.

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### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Condition of Effectiveness consists of the following:
- (a) The Performance and Funding Agreements have been executed in form and substance satisfactory to the Association on behalf of the Recipient and the Eastern and Southern African Higher Education Institutions; and
  - (b) The National Steering Committee has been created by the Recipient in form and substance satisfactory to the Association.

- 5.02. The Additional Legal Matter consists of the following, namely that the Performance and Funding Agreements have been duly authorized or ratified by the Recipient and the Eastern and Southern African Higher Education Institutions and are legally binding upon the Recipient and the Eastern and Southern African Higher Education Institutions in accordance with their terms.
- 5.03. The Effectiveness Deadline is the date one hundred twenty (120) days after the date of signing of this Agreement.
- 5.04. 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 VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its 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:

INDEVAS

Telex:

248423 (MCI)

Facsimile:

1-202-477-6391

Washington, D.C.

-4-

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

REPUBLIC OF RWANDA

By



Authorized Representative

Name: CLAVIER GATETE

Title: MINISTER



By



Authorized Representative

Name: YASSER EL-GAMMAL

Title: COUNTRY MANAGER

## SCHEDULE 1

### Project Description

The objective of the Project is to support the Recipient to strengthen selected Eastern and Southern African Higher Education Institutions in the Recipient's territory to deliver quality post-graduate education and build collaborative research capacity in the regional priority areas.

The Project consists of the following parts:

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#### **Part 1: Strengthening Africa Centers of Excellence in Regional Priority Areas**

Strengthen the capacity of the Africa Centers of Excellence in Eastern and Southern African Higher Education Institutions, in particular to:

- (a) build institutional capacity to provide quality post-graduate education with relevance to the labor market;
- (b) build institutional capacity to conduct high quality applied research, relevant to addressing a key development challenge or priority;
- (c) develop and enhance partnerships with other academic institutions (national, regional and international) to pursue academic excellence;
- (d) develop and enhance partnerships with industry and the private sector to generate greater impact;
- (e) improve governance and management of the institution and set up a role model for other higher education institutions; and
- (f) deliver outreach, and create an impact, to society by delivering excellent teaching and producing high quality applied research.

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#### **Part 2: Capacity-Building Support to Africa Centers of Excellence through Regional Interventions**

Enhance capacity-building through IUCEA for the Africa Centers of Excellence to enable them to perform better, overcome their challenges and achieve their objectives by providing:

- (a) capacity building on partnership development with the private sector; and
- (b) competitive scholarships to undertake programs in any of the African Centers of Excellence.

**Part 3: Facilitation, Coordination and Administration of Project Implementation**

Support IUCEA in the preparation, coordination and effective and efficient management of the Project.

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## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

The Recipient shall maintain throughout the period of Project implementation:

1. Its representative in the Regional Steering Committee to provide overall guidance and oversight for the Project at regional level and to participate in the semi-annual meetings.
2. The National Steering Committee to hold semi-annual reviews of performance and implementation support for the Project at national level, including approvals of Annual Work Programs and implementation planning.
3. The Project Implementation Teams in the Eastern and Southern African Higher Education Institutions to run the day-to-day management of the Project.

All with the composition, staffing, and powers acceptable to the Association as further described in the Project Operational Manual, in the Project Implementation Plan or in the Performance and Funding Agreements.

##### B. Annual Work Programs

1. The Recipient shall, not later than March 31 in each calendar year during Project implementation, prepare, in cooperation with the Eastern and Southern African Higher Education Institutions and furnish to the Association, a program of activities proposed for inclusion in Part 1 of the Project during the following fiscal year, including: (a) a detailed timetable and budget for the sequencing and implementation of said activities; (b) the types of expenditures required for such activities; and (c) the planned procurement methods for the expenditures.
2. The Recipient shall exchange views with the Association on each such proposed Annual Work Program, and shall thereafter cause the Eastern and Southern African Higher Education Institutions and the ACEs to carry out such program of activities for such following fiscal year as shall have been agreed between the Recipient and the Association.
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. Eligible Expenditure Programs and Technical Controls**

1. The Recipient shall cause the Eastern and Southern African Higher Education Institutions to cooperate with IUCEA or the Independent Verifiers, acting as third party monitoring and evaluation experts in order to assess the proper fulfillment of DLIs and DLRs as set forth in Schedule 4 to this Agreement and confirm the actual spending status of the EEPs, said assessment and confirmation to be included in the bi-annual EEP Spending Reports together with a proposal for disbursement under each Withdrawal, prepared in accordance with the Project Operational Manual.
2. The EEPs will comply with the eligibility criteria and procedures set forth in the Project Operational Manual.

**D. Performance and Funding Agreements**

1. To facilitate the carrying out of Part 1 of the Project, the Recipient shall make part of the proceeds of the Financing allocated from time to time to Category (1) of the table set forth in Section IV.A.2 of this Schedule available to the Eastern and Southern African Higher Education Institutions under a signed agreement between the Recipient and said Eastern and Southern African Higher Education Institutions under terms and conditions satisfactory to the Association ("Performance and Funding Agreements").
2. The Recipient shall exercise its rights under the Performance and Funding Agreements in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Performance and Funding Agreements or any of their provisions.

**E. Anti-Corruption**

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

**F. Project Implementation Plan and Environmental and Social Management Plan**

- (a) The Recipient shall cause the ACEs to: (i) adopt not later than one month after the Effective Date and, thereafter maintain their respective Project Implementation Plans in form and substance satisfactory to the Association; and (ii) carry out the Project in accordance with the Project Implementation Plans and the Environmental and Social Management Plan.
- (b) The Recipient shall cause the Eastern and Southern African Higher Education Institutions and the ACEs not to amend the Project Implementation Plan or the Environmental and Social Management Plan without the prior written approval of the Association.

- (c) In the event of any conflict between the provisions of the Project Implementation Plan or the Environmental and Social Management Plan and this Agreement, the provisions of this Agreement shall prevail.

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

### **A. Project Reports**

1. The Recipient shall cause the Eastern and Southern African Higher Education Institutions to monitor and evaluate 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 set forth in the Project Implementation Plan and found acceptable to the Association. Each Project Report shall cover the period of six (6) months, and shall be furnished to the Recipient, the Association and to the Inter-University Council for East Africa not later than forty-five (45) days after the end of the period covered by such report.

### **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 cause the Eastern and Southern African Higher Education Institution's Africa Centers of Excellence to prepare and furnish to the Recipient, the Association and the Inter-University Council for East Africa not later than forty-five (45) days after the end of each calendar six months period, interim unaudited financial reports for the Project covering six (6) months, in form and substance satisfactory to the Association.
3. The Recipient shall cause the University of Rwanda to have its Financial Statements audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Said Financial Statements of the University of Rwanda shall include notes to the Financial Statements on the sources and uses of funds of the Eastern and Southern African Higher Education Institution's Africa Centers of Excellence. Each audit of said Financial Statements shall cover the period of one fiscal year of the University of Rwanda, commencing with the fiscal year in which the first withdrawal was made under the Project. The audited Financial Statements for each such period shall be furnished to the Recipient, the Association and the Inter-University Council for East Africa not later than ten (10) 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) Limited International Bidding; (b) National Competitive Bidding; (c) Shopping; (d) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the Association; and (e) Direct Contracting.

**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) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

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

1. 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) Eligible Expenditure Programs under Part 1 of the Project for the Africa Centers of Excellence	14,500,000	100% of amounts spent in compliance with DLI and DLR amounts set out in Schedule 4 of this Agreement as reported under the EEP Spending Reports for each Withdrawal
<b>TOTAL AMOUNT</b>	14,500,000	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
  - (a) for payments made prior to the date of this Agreement; or

- (b) for any DLI or DLR until and unless the Association has received from the Independent Verifiers, the EEP Spending Reports confirming that the DLI and DLR have been achieved and containing a proposal for disbursement under each Withdrawal.
2. With respect to the withdrawals under Category (1), payments shall be made on a bi-annual basis each year during Project implementation upon timely submission by the Recipient of a withdrawal request acceptable to the Association, such withdrawal request shall include evidence in form and substance acceptable to the Association of: (i) EEPs incurred for the period preceding the withdrawal request as presented in the EEP Spending Reports; and (ii) supporting documentation confirming that the African Centers of Excellence have complied with the respective DLIs and DLRs, as verified by the Independent Verifiers.
3. Notwithstanding the provisions of paragraph 1 and 2 of this Section, if the Association is not satisfied that a particular DLI has been fully achieved, the Association may, at its discretion: (i) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds allocated to said DLI, which in the opinion of the Association corresponds to the degree of achievement of such DLI; (ii) authorize the unwithdrawn amount by which such disbursement has been reduced due to partial achievement of a DLI, be carried forward to subsequent Withdrawals; and/or (iii) cancel all or portion of the proceeds of the Financing allocated to such DLI.
4. If, at any time, the Association determines that any portion of the Financing under the Project was used for items improperly procured in violation of Section III to this Schedule, was not used for Eligible Expenditures or, in case of the Eligible Expenditure Programs of Part 1 of the Project, was not supported by evidence of actual spending by the Recipient or the Eastern and Southern African Higher Education Institutions under said Eligible Expenditure Programs and/or by evidence of satisfaction of other criteria set forth in this Agreement or in the Project Operational Manual, the Recipient shall refund any such portion to the Association as the Association shall specify by notice to the Recipient. The Association may, at its own discretion, cancel such refunded amount.
5. The Closing Date is December 31, 2022.

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

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By June 30, 2019, or such other date as the Association shall agree upon, the Recipient through the Project Implementation Teams shall: (i) carry out jointly with the Association, the Regional Steering Committee, the Eastern and Southern African Higher Education Institutions, the Inter-University Council for East Africa, and the National Steering Committee, 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.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each February 15 and August 15, commencing August 15, 2022 to and including February 15, 2054	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.

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SCHEDULE 4

Disbursement Linked Indicators

Disbursement Linked Indicator	Action to Be Completed	Amount of the Financing Allocated Per DLI (expressed in SDR)	Amount Allocated per DLR for the Disbursement Calculation (expressed in SDR)
DLI 1. Institutional readiness	DLR 1.1. Signing of the Performance and Funding Agreements and establishment of the National Steering Committee  DLR 1.2. Development of the Project Implementation Plan	DLI 1. 3,200,000	DLR 1.1. 1,800,000  DLR 1.2. 1,400,000
DLI 2. Excellence in education and research capacity and development impact	DLR 2.1. Timely implementation of Annual Work Programs  DLR 2.2. Newly enrolled students in the ACE of which at least 20% must be regional African students  DLR 2.3. Quality accreditation for education programs  DLR 2.4. Partnerships for collaboration in applied research and training  DLR 2.5. Peer-reviewed journal papers or peer-reviewed conference papers prepared collaboratively with national, regional or international co-authors	DLI 2. 10,400,000	DLR 2.1. 1,200,000  DLR 2.2. 1,400,000  DLR 2.3. 500,000  DLR 2.4. 150,000  DLR 2.5. 700,000
	DLR 2.6. Faculty and PhD student exchanges to promote regional research and teaching collaborations		DLR 2.6. 1,200,000
	DLR 2.7. External revenue generation  DLR 2.8. Institution participating in benchmarking exercise		DLR 2.7. 2,200,000  DLR 2.8. 300,000

DLI 3. Timely, transparent and institutionally reviewed Financial Management	DLR 3.1. Timely Withdrawal applications supported by interim unaudited financial reports for each ACE	DLI 3. 450,000	DLR 3.1. 110,000
	DLR 3.2. Functioning audit committee under each Eastern and Southern African Higher Education Institution		DLR 3.2. 110,000
	DLR 3.3. Functioning internal audit unit for each Eastern and Southern African Higher Education Institution		DLR 3.3. 110,000
	DLR 3.4. Transparency of financial management (audit reports, interim unaudited financial reports, budgets and Annual Work Programs are all web accessible)		DLR 3.4. 120,000
DLI 4. Timely and audited Procurement for each ACE	DLR 4.1. Timely procurement audit report for each ACE	DLI 4. 450,000	DLR 4.1. 230,000
	DLR 4.2. Timely and satisfactory procurement progress report for each ACE		DLR 4.2. 220,000

## APPENDIX

### Section I. Definitions

1. “Africa Centers of Excellence” or “ACE” means the academic centers within the Eastern and Southern African Higher Education Institutions essentially in the areas of science, technology, engineering, and mathematics, as well as the agriculture and health sciences, applied statistics, education, or any other area as per the needs to comprehensively address the development challenge of the proposed center and as established in the Project Operations Manual.
2. “Annual Work Program” means the annual work program to be prepared by the Recipient in cooperation with the Eastern and Southern African Higher Education Institutions not later than March 31 in each calendar year during Project implementation including a program of activities and budget proposed for inclusion in the Project during the following fiscal year.
3. “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.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “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 and revised in July 2014.
6. “Disbursement-Linked Indicators” or “DLIs” means a set of indicators as specified in Schedule 4 to this Agreement.
7. “Disbursement-Linked Results” or “DLRs” means a set of quantitative results associated with each DLI as specified in Schedule 4 to this Agreement.
8. “East African Community” is a regional intergovernmental organization of the Republics of Burundi, Kenya, Rwanda, Uganda, South Sudan and the United Republic of Tanzania with its headquarters in Arusha, as established on July 7, 2000, through the entry into force of the Treaty for the Establishment of the East African Community.
9. “Eastern and Southern African Higher Education Institutions” means collectively the University of Rwanda – College of Business and Economics established in the Recipient’s city of Kigali; the University of Rwanda – College of Science and Technology established in the Recipient’s city of Kigali; and the University of Rwanda – College of Education established in the Recipient’s city of Kigali; all located in the Recipient’s territory which are among the selected universities in the region to produce highly skilled graduates and applied research to help address

specific regional development challenges, and ‘Eastern and Southern African Higher Education Institution’ means any of these universities.

10. “Eastern and Southern African Higher Education Institutions’ Legislation” means the Recipient’s law No. 71/ 2013 of September 10, 2013, establishing University of Rwanda.
11. “EEP” or “Eligible Expenditure Programs” means a set of defined expenditures for goods, works, consulting and non-consulting services, Training and Operating Costs (including salaries and scholarships) made by the Recipient for the Eastern and Southern African Higher Education Institutions or by the Eastern and Southern African Higher Education Institutions for Part 1 of the Project.
12. “EEP Spending Reports” means the bi-annual reports to be sent to the Association, the National Steering Committee and IUCEA, prepared by the Independent Verifiers in accordance with the details provided in the Project Operational Manual to make disbursement recommendations for each Withdrawal based on the spending status of the Eligible Expenditure Programs under Part 1 of the Project and the compliance with the Disbursement-Linked Indicators.
13. “Environmental and Social Management Plan” means a document dated February 2016, adopted by the Recipient and the Eastern and Southern African Higher Education Institutions which outlines general implementation procedures, mitigation measures and monitoring procedures for environmental and social purposes under the Project, as said plan may be amended from time to time with the Association’s prior written approval.
14. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010.
15. “Independent Verifiers” means the independent verifiers referred to in Section I.C of Schedule 2 to this Agreement, recruited by the Inter-University Council for East Africa in order to prepare the EEP Spending Reports.
16. “Inter-University Council for East Africa” or “IUCEA” means the regional facilitation entity for the Project, an entity established in 2002 as an institution of the East African Community through the Protocol on the Establishment of the Inter-University Council for East Africa with the mandate to develop and coordinate higher education and research.
17. “IUCEA Financing Agreement” means the financing agreement signed between the Association and IUCEA for the purposes of implementing Parts 2 and 3 of the Project.
18. “National Steering Committee” means a committee to be chaired by a representative from the Recipient’s ministry in charge of higher education, with representatives from, *inter alia*, the Recipient’s ministry in charge of finance and from the Eastern and Southern African Higher Education Institutions, to be established by the Recipient

to hold semi-annual reviews of performance and implementation, including approvals of Annual Work Programs, as further described in the Project Implementation Plan.

19. “Network Partners” means collectively the national, regional or international academic and non-academic institutions working with the Eastern and Southern African Higher Education Institutions and which have carried out one or several Partnerships with said Eastern and Southern African Higher Education Institutions.
20. “Operating Costs” means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, rental, 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) small office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances; (vii) travel, accommodation and per diem costs for technical staff carrying out training, preparatory, supervisory and quality control activities; and (viii) salaries of Eastern and Southern African Higher Education Institutions’ faculty and staff.

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21. “Participating Countries” means collectively: the Federal Democratic Republic of Ethiopia, the Republic of Kenya, the Republic of Malawi, the Republic of Mozambique, the Republic of Rwanda, the United Republic of Tanzania, the Republic of Uganda and the Republic of Zambia; and ‘Participating Country’ means any of these countries.
22. “Partnerships” means any type of partnership or collaboration to be carried out through an agreement or memorandum of understanding, or any other instrument to be signed between the Eastern and Southern African Higher Education Institutions and the Network Partners pursuant to which the parties shall cooperate in an area of common interest, including applied research or training.
23. “Performance and Funding Agreements” means the agreements to be signed between the Recipient and the Eastern and Southern African Higher Education Institutions pursuant to which the Recipient shall make part of the proceeds of the Financing available to the Eastern and Southern African Higher Education Institutions for the implementation of the Project.

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24. “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 and revised in July 2014.

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25. “Procurement Plan” means the Recipient’s procurement plan for the Project, to be provided if and when required under the Project, 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.

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26. “Project Implementation Plan” means the implementation plan for the Project to be adopted by the Eastern and Southern African Higher Education Institutions through

the ACEs for the implementation of the Project, including, inter alia: (i) the terms of reference, functions and responsibilities for the members of the Project Implementation Teams and the personnel of the Eastern and Southern African Higher Education Institutions working on the Project; (ii) the procurement and financial management procedures under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) the criteria, detailed rules and procedures for the EEPs; (v) the detailed content of the EEP Spending Report, the customized statements of expenditures, the interim financial reports, and the Project Reports; (vi) the flow of funds and disbursement arrangements; and (vii) the Disbursement-Linked Indicators; as said plan may be amended from time to time with the Association's prior approval.

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27. “Project Implementation Teams” means the teams within the administrative structure of the Eastern and Southern African Higher Education Institutions led by the Africa Centers of Excellence, to be created by said institutions and in charge of the day-to-day management of the Project.
28. “Project Operational Manual” means the manual to be adopted by the Inter-University Council for East Africa and communicated to the Recipient for the implementation of regional initiatives under Parts 2 and 3 of the Project, including, inter alia: (i) the terms of reference, functions and responsibilities for the members or the personnel of the Regional Steering Committee and the Project unit for the Inter-University Council for East Africa; (ii) the procedures for procurement of goods, non-consulting services, consultants' services, Operating Costs, and Training, as well as for financial management and audits; (iii) the indicators to be used in the monitoring and evaluation of the regional initiatives under Parts 2 and 3 of the Project; (iv) the terms of reference for the Independent Verifiers; (v) the detailed content of the EEP Spending Reports; (vi) the DLIs and the DLRs; and (vii) the grievance mechanisms; as said manual may be amended from time to time with the Association's prior written approval.
29. “Regional Steering Committee” means the Regional Steering Committee for the Project, operating in cooperation with IUCEA in charge of providing overall guidance and oversight for the regional initiatives under Parts 2 and 3 of the Project established by the Participating Countries for the purposes of the Project on April 27, 2015.
30. “Training” means the reasonable cost of training of persons involved in Project-supported activities, based on the Annual Work Program approved by the Association, such term including scholarships, seminars, workshops, and study tours, and costs associated with such activity including travel and subsistence costs for training participants, costs associated with securing the services of trainers, rental of training facilities, preparation, acquisition and reproduction of training materials, and other costs directly related to training preparation and implementation.
31. “Withdrawal” means each withdrawal under Category (1) of the table in Section IV of Schedule 2 to this Agreement.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°17/01 ryo ku wa 08/09/2016 ryemeza burundu Amasezerano y'Inguzanyo n° 5796-RW yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Kamena 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekanye n'inguzanyo ingana na miliyoni cumi n'enye n'ibihumbi magana atanu z'Amadetes (14.500.000 DTS) agenewe Umushinga wo gushyiraho Ibigo by'Amashuri Makuru by'Indashyikirwa muri Afurika y'Iburasirazuba n'iy'Amajyepfo – ACE II

Kigali, ku wa **08/09/2016**

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

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

**Bibonywe kandi bishyzweho Ikirango cya Repubulika:**

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

Seen to be annexed to Presidential Order n°17/01 of 08/09/2016 ratifying Financing Agreement n° 5796-RW signed in Kigali, Rwanda, on 17 June 2016, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of fourteen million five hundred thousand Special Drawing Rights (SDR 14,500,000) for establishing Eastern and Southern Africa Higher Education Centers of Excellence Project – ACE II

Kigali, on **08/09/2016**

(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°17/01 du 08/09/2016 ratifiant l'Accord de Financement n° 5796-RW signé à Kigali, au Rwanda, le 17 juin 2016, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatorze millions cinq cent mille Droits de Tirage Spéciaux (14.500.000 DTS) pour le Projet de Crédit de Centres d'Excellence d'Enseignement Supérieur en Afrique de l'Est et Australe- ACE II

Kigali, le **08/09/2016**

(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