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**N°38/2016 ryo kuwa 27/09/2016**

Itegeko ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda kuwa 25 Nyakanga 2016, hagati ya Repubilika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'eshanu n'ibihumbi magana cyenda za «Units of Account» (35.900.000 UA) agenewe gahunda y'ubumenyi, umurimo no kwihangira imirimo - icyiciro cya III.....3

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**N° 19/01 ryo ku wa 27/09/2016**

Iteka rya Perezida ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Beijing mu Bushinwa ku wa 29 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu gihugu, yerekeranye n'inguzanyo ingana na miliyoni magana ane na mirongo inani n'umunani z'Ama Yuan (¥ 488.000.000) agenewe umushinga wo gutunganya imihanda yo mu Mujyi wa Kigali.....35

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YASHYIRIWEHO UMUKONO I KIGALI MU  
RWANDA KUWA 25 NYAKANGA 2016, HAGATI  
YA REPUBULIKA Y'U RWANDA N'IKIGEGA  
NYAFURIKA GITSURA AMAJYAMBERE (ADF),  
YEREKERANYE N'INGUZANYO INGANA NA  
MILIYONI MIRONGO ITATU N'ESHANU  
N'IBIHUMBI MAGANA CYENDA ZA «UNITS OF  
ACCOUNT» (35.900.000 UA) AGENEWE  
GAHUNDA Y'UBUMENYI, UMURIMO NO  
KWIHANGIRA IMIRIMO - ICYICIRO CYA III**

**LAW N°38/2016 OF 27/09/2016 AUTHORISING  
THE RATIFICATION OF THE LOAN  
AGREEMENT SIGNED IN KIGALI, RWANDA  
ON 25 JULY 2016, BETWEEN THE REPUBLIC  
OF RWANDA AND THE AFRICAN  
DEVELOPMENT FUND (ADF), RELATING  
TO THE LOAN OF THIRTY FIVE MILLION  
NINE HUNDRED THOUSAND UNITS OF  
ACCOUNT (UA 35,900,000) FOR THE SKILLS,  
EMPLOYABILITY AND  
ENTREPRENEURSHIP PROGRAMME -  
PHASE III**

**LOI N°38/2016 DU 27/09/2016  
AUTORISANT LA RATIFICATION DE  
L'ACCORD DE PRET SIGNE A KIGALI,  
AU RWANDA LE 25 JUILLET 2016,  
ENTRE LA REPUBLIQUE DU RWANDA  
ET LE FONDS AFRICAIN DE  
DEVELOPEMENT (FAD), RELATIF AU  
PRET DE TRENTE -CINQ MILLIONS  
NEUF CENT MILLE UNITES DE  
COMPTE (35.900.000 UC) POUR LE  
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RWANDA KUWA 25 NYAKANGA 2016, HAGATI  
YA REPUBULIKA Y'U RWANDA N'IKIGEGA  
NYAFURIKA GITSURA AMAJYAMBERE (ADF),  
YEREKERANYE N'INGUZANYO INGANA NA  
MILIYONI MIRONGO ITATU N'ESHANU  
N'IBIHUMBI MAGANA CYENDA ZA «UNITS OF  
ACCOUNT» (35.900.000 UA) AGENEWE  
GAHUNDA Y'UBUMENYI, UMURIMO NO  
KWIHANGIRA IMIRIMO - ICYICIRO CYA III**

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

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

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite, mu nama yawo yo ku wa 13 Nzeri 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;

**LAW N°38/2016 OF 27/09/2016 AUTHORISING  
THE RATIFICATION OF THE LOAN  
AGREEMENT SIGNED IN KIGALI, RWANDA  
ON 25 JULY 2016, BETWEEN THE REPUBLIC  
OF RWANDA AND THE AFRICAN  
DEVELOPMENT FUND (ADF), RELATING  
TO THE LOAN OF THIRTY FIVE MILLION  
NINE HUNDRED THOUSAND UNITS OF  
ACCOUNT (UA 35,900,000) FOR THE SKILLS,  
EMPLOYABILITY AND  
ENTREPRENEURSHIP PROGRAMME -  
PHASE III**

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

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

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 13<sup>th</sup> September 2016;

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

**LOI N°38/2016 DU 27/09/2016  
AUTORISANT LA RATIFICATION DE  
L'ACCORD DE PRET SIGNE A KIGALI,  
AU RWANDA LE 25 JUILLET 2016,  
ENTRE LA REPUBLIQUE DU RWANDA  
ET LE FONDS AFRICAIN DE  
DEVELOPEMENT (FAD), RELATIF AU  
PRET DE TRENTE -CINQ MILLIONS  
NEUF CENT MILLE UNITES DE  
COMPTE (35.900.000 UC) POUR LE  
PROGRAMME COMPETENCES,  
EMPLOYABILITE ET  
ENTREPRENARIAT - PHASE III**

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

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

**LE PARLEMENT :**

La Chambre des Députés, en sa séance du 13 septembre 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 ;

## **Official Gazette n° Special of 29/09/2016**

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 25 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'eshanu n'ibihumbi magana cyenda za «Units of Account» (35.900.000 UA) agenewe gahunda y'ubumenyi, umurimo no kwihangira imirimo - icyiciro cya III;

After consideration of the Loan Agreement signed in Kigali, Rwanda on 25 July 2016, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of thirty five million nine hundred thousand Units of Account (UA 35,900,000) for the skills, employability and entrepreneurship programme – Phase III;

Après examen de l'Accord de prêt signé à Kigali, au Rwanda le 25 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de trente-cinq millions neuf cent mille Unités de Compte (35.900.000 UC) pour le programme compétences, employabilité et entrepreneuriat - Phase III;

### **YEMEJE:**

### **ADOPTS:**

### **ADOpte :**

#### **Ingingo ya mbere : Kwemezaburundu**

#### **Article one: Ratification**

#### **Article premier: Ratification**

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 25 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'eshanu n'ibihumbi magana cyenda za «Units of Account» (35.900.000 UA) agenewe gahunda y'ubumenyi, umurimo no kwihangira imirimo - icyiciro cya III, ari ku mugereka, yemerewe kwemezwa burundu.

The Loan Agreement signed in Kigali, Rwanda on 25 July 2016, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of thirty five million nine hundred thousand Units of Account (UA 35,900,000) for the skills, employability and entrepreneurship programme – Phase III, in appendix, is hereby approved for ratification.

L'Accord de prêt signé à Kigali, au Rwanda le 25 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de trente-cinq millions neuf cent mille Unités de Compte (35.900.000 UC) pour le programme compétences, employabilité et entrepreneuriat – Phase III, en annexe, est approuvé pour ratification.

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

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

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

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

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

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

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

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

Kigali, ku wa . **27/09/2016**

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

Kigali, on **27/09/2016**

(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**

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

Kigali, le **27/09/2016**

(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

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**ITEGEKO N°39/2016 RYO KU WA 27/09/2016  
RYEMERA KWEMEZA BURUNDU  
AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I BEIJING MU  
BUSHINWA KU WA 29 NYAKANGA 2016,  
HAGATI YA REPUBULIKA Y'U RWANDA NA  
BANKI Y'UBUSHINWA Y'UBUCURUZI  
BW'IBYINJIRA N'IBISOHOKA MU GIHUGU,  
YEREKERANYE N'INGUZANYO INGANA NA  
MILIYONI MAGANA ANE NA MIRONGO  
INANI N'UMUNANI Z'AMA YUAN (¥  
488.000.000) AGENEWE UMUSHINGA WO  
GUTUNGANYA IMIHANDA YO MU MUJYI WA  
KIGALI**

**LAW N°39/2016 OF 27/09/2016 AUTHORISING  
THE RATIFICATION OF THE LOAN  
AGREEMENT SIGNED IN BEIJING, CHINA  
ON 29 JULY 2016, BETWEEN THE REPUBLIC  
OF RWANDA AND THE EXPORT-IMPORT  
BANK OF CHINA, RELATING TO THE LOAN  
OF FOUR HUNDRED AND EIGHTY EIGHT  
MILLION YUAN (¥ 488,000,000) FOR KIGALI  
URBAN ROAD UPGRADING PROJECT**

**LOI N°39/2016 DU 27/09/2016 AUTORISANT  
LA RATIFICATION DE L'ACCORD DE PRET  
SIGNE A BEIJING, EN CHINE LE 29 JUILLET  
2016, ENTRE LA REPUBLIQUE DU RWANDA  
ET LA BANQUE D'IMPORT-EXPORT DE  
CHINE, RELATIF AU PRET DE QUATRE  
CENT QUATRE-VINGT-HUIT MILLIONS DE  
YUAN (¥ 488.000.000) POUR LE PROJET  
D'AMÉLIORATION DES ROUTES  
URBAINES DE KIGALI**

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

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

**Article 3: Commencement**

**Article 3: Entrée en vigueur**

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**ITEGEKO N°39/2016 RYO KU WA 27/09/2016  
RYEMERA KWEMEZA BURUNDU  
AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I BEIJING MU  
BUSHINWA KUWA 29 NYAKANGA 2016,  
HAGATI YA REPUBULIKA Y'U RWANDA NA  
BANKI Y'UBUSHINWA Y'UBUCURUZI  
BW'IBYINJIRA N'IBISOHOKA MU GIHUGU,  
YEREKERANYE N'INGUZANYO INGANA NA  
MILIYONI MAGANA ANE NA MIRONGO  
INANI N'UMUNANI Z'AMA YUAN (¥  
488.000.000) AGENEWE UMUSHINGA WO  
GUTUNGANYA IMIHANDA YO MU MUJYI WA  
KIGALI**

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

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

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w'Abadepite, mu nama yawo yo ku wa 13  
Nzeri 2016;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u  
Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane  
cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88,

**LAW N°39/2016 OF 27/09/2016.AUTHORIZING  
THE RATIFICATION OF THE LOAN  
AGREEMENT SIGNED IN BEIJING, CHINA  
ON 29 JULY 2016, BETWEEN THE REPUBLIC  
OF RWANDA AND THE EXPORT-IMPORT  
BANK OF CHINA, RELATING TO THE LOAN  
OF FOUR AND EIGHTY EIGHT MILLION  
YUAN (¥ 488,000,000) FOR KIGALI URBAN  
ROAD UPGRADING PROJECT**

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

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

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 13<sup>th</sup>  
September 2016;

Pursuant to the Constitution of the Republic of  
Rwanda of 2003 revised in 2015, especially in its

**LOI N°39/2016 DU 27/09/2016 AUTORISANT  
LA RATIFICATION DE L'ACCORD DE PRET  
SIGNE A BEIJING, EN CHINE LE 29 JUILLET  
2016, ENTRE LA REPUBLIQUE DU RWANDA  
ET LA BANQUE D'IMPORT-EXPORT DE  
CHINE, RELATIF AU PRET DE QUATRE  
CENT QUATRE-VINGT-HUIT MILLIONS DE  
YUAN (¥ 488.000.000) POUR LE PROJET  
D'AMÉLIORATION DES ROUTES  
URBAINES DE KIGALI**

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

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

**LE PARLEMENT :**

La Chambre des Députés, en sa séance du 13  
septembre 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 ;



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iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Beijing, mu Bushinwa kuwa 29 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni magana ane na mirongo inani n'umunani z'ama Yuan (488.000.000 ¥) agenewe umushinga wo gutunganya imihanda yo mu mujyi wa Kigali;

After consideration of the Loan Agreement signed in Beijing, China on 29 July 2016, between the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of four hundred and eighty eight million Yuan (¥ 488,000,000) for Kigali urban road upgrading Project;

Après examen de l'Accord de prêt signé à Beijing, en Chine le 29 juillet 2016, entre la République du Rwanda et la Banque d'Import-Export de Chine, relatif au prêt de quatre cent quatre-vingt-huit millions de Yuan (488.000.000 ¥) pour le projet d'amélioration des routes urbaines de Kigali;

**YEMEJE:**

**ADOPTS:**

**ADOpte :**

**Ingingo ya mbere:**  
**burundu**

**Kwemeza**

**Article one: Ratification**

**Article premier: Ratification**

Amasezerano y'inguzanyo yashyiriweho umukono i Beijing, mu Bushinwa kuwa 29 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni magana ane na mirongo inani n'umunani z'ama Yuan (488.000.000¥) agenewe umushinga wo gutunganya imihanda yo mu mujyi wa Kigali, ari ku mugereka, yemerewe kwemezwa burundu.

The Loan Agreement signed in Beijing, China on 29 July 2016, between the Republic of Rwanda and the Export-Import Bank of China, relating to the loan of four hundred and eighty eight million Yuan (¥ 488,000,000) for Kigali urban road upgrading Project, in appendix, is hereby approved for ratification.

L'Accord de prêt signé à Beijing, en Chine le 29 juillet 2016, entre la République du Rwanda et la Banque d'Import-Export de Chine, relatif au prêt de quatre cent quatre-vingt-huit millions de Yuan (488.000.000 ¥) pour le projet d'amélioration des routes urbaines de Kigali, en annexe, est approuvé pour ratification.

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

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

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

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

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

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

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

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

Kigali, ku wa **27/09/2016**

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

Kigali, on **27/09/2016**

(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**

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

Kigali, le **27/09/2016**

(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

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**ITEKA RYA PEREZIDA N° 18/01 RYO  
KU WA. 27/09/2016 RYEMEZA  
BURUNDU AMASEZERANO  
Y'INGUZANYO YASHYIRIWEHO  
UMUKONO IKIGALIMURWANDAKUWA  
25 NYAKANGA 2016, HAGATI YA  
REPUBULIKA Y'U RWANDA N'IKIGEKA  
NYAFURIKA GITSURA AMAJYAMBERE  
(ADF), YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI MIRONGO ITATU  
N'ESHANU N'IBIHUMBI MAGANA  
CYENDA ZA «UNITS OF ACCOUNT»  
(35.900.000 UA) AGENEWE GAHUNDA  
Y'UBUMENYI, UMURIMO NO  
KWIHANGIRA IMIRIMO - ICYICIRO CYA  
III**

**PRESIDENTIAL ORDER N°18/01 OF  
27/09/2016 RATIFYING THE LOAN  
AGREEMENT SIGNED IN KIGALI,  
RWANDA ON 25 JULY 2016,  
BETWEEN THE REPUBLIC OF  
RWANDA AND THE AFRICAN  
DEVELOPMENT FUND (ADF),  
RELATING TO THE LOAN OF  
THIRTY FIVE MILLION NINE  
HUNDRED THOUSAND UNITS OF  
ACCOUNT (UA 35,900,000) FOR THE  
SKILLS, EMPLOYABILITY AND  
ENTREPRENEURSHIP  
PROGRAMME- PHASE III**

**ARRETE PRESIDENTIEL N°18/01 DU  
27/09/2016 RATIFIANT L'ACCORD DE PRET  
SIGNE A KIGALI, AU RWANDA LE 25  
JUILLET 2016, ENTRE LA REPUBLIQUE DU  
RWANDA ET LE FONDS AFRICAIN DE  
DEVELOPPEMENT(ADF), RELATIF AU  
PRET DE TRENTE CINQ MILLIONS NEUF  
CENT MILLE UNITES DE COMPTE  
(35.900.000 UC) POUR LE PROGRAMME  
COMPETENCES, EMPLOYABILITE ET  
ENTREPRENEURIAT- PHASE III**

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**ITEKA RYA PEREZIDA N° 18/01 RYO  
KU WA 27/09/2016 RYEMEZA  
BURUNDU AMASEZERANO  
Y'INGUZANYO YASHYIRIWEHO  
UMUKONO I KIGALI MU RWANDA  
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YA REPUBULIKA Y'U RWANDA  
N'IKIGEGA NYAFURIKA GITSURA  
AMAJYAMBERE (ADF),  
YEREKERANYE N'INGUZANYO  
INGANA NA MILIYONI MIRONGO  
ITATU N'ESHANU N'IBIHUMBI  
MAGANA CYENDA ZA «UNITS OF  
ACCOUNT» (35.900.000 UA)  
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Y'UBUMENYI, UMURIMO NO  
KWIHANGIRA IMIRIMO -ICYICIRO  
CYA III**

**PRESIDENTIAL ORDER N°18/01 OF  
27/09/2016 RATIFYING THE LOAN  
AGREEMENT SIGNED IN KIGALI,  
RWANDA ON 25 JULY 2016,  
BETWEEN THE REPUBLIC OF  
RWANDA AND THE AFRICAN  
DEVELOPMENT FUND (ADF),  
RELATING TO THE LOAN OF  
THIRTY FIVE MILLION NINE  
HUNDRED THOUSAND UNITS OF  
ACCOUNT (UA 35,900,000) FOR THE  
SKILLS, EMPLOYABILITY AND  
ENTREPRENEURSHIP  
PROGRAMME- PHASE III**

**ARRETE PRESIDENTIEL N°18/01 DU  
27/09/2016 RATIFIANT L'ACCORD DE PRET  
SIGNE A KIGALI, AU RWANDA LE 25  
JUILLET 2016, ENTRE LA REPUBLIQUE DU  
RWANDA ET LE FONDS AFRICAIN DE  
DEVELOPPEMENT(ADF), RELATIF AU  
PRET DE TRENTE CINQ MILLIONS NEUF  
CENT MILLE UNITES DE COMPTE  
(35.900.000 UC) POUR LE PROGRAMME  
COMPETENCES, EMPLOYABILITE ET  
ENTREPRENEURIAT- PHASE III**

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

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

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

Dushingiye ku Itegeko Nshinga rya  
Repubulika y'u Rwanda ryo mu 2003  
ryavuguruwe mu 2015, cyane cyane mu  
ngingo zaryo, iya 112, iya 120, iya 122 n'ya  
176;

Pursuant to the Constitution of the Republic  
of Rwanda of 2003 revised in 2015,  
especially in Articles 112, 120, 122 and 176;

Vu la Constitution de la République du Rwanda de  
2003 révisée en 2015, spécialement en ses articles  
112, 120, 122 et 176;

Dushingiye ku Itegeko n° 38/2016 ryo ku  
wa 27/09/2016 ryemera kwemeza burundu  
amasezerano y'inguzanyo yashyiriweho  
umukono i Kigali mu Rwanda ku wa 25  
Nyakanga 2016, hagati ya Repubulika y'u

Pursuant to Law n° 38/2016 of 27/09/2016  
approving the ratification of the Loan  
Agreement signed in Kigali, Rwanda on 25  
July 2016, between the Republic of Rwanda  
and the African Development Fund (ADF),

Vu la Loi n° 38/2016 du 27/09/2016 approuvant la  
ratification de l'accord de prêt signé à Kigali, au  
Rwanda le 25 juillet 2016, entre la République du  
Rwanda et le Fonds Africain de Développement  
(ADF), relatif au prêt de trente-cinq millions neuf

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Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'eshanu n'ibihumbi magana cyenda za «Units of Account» (35.900.000 UA) agenewe gahunda y'ubumenyi, umurimo no kwihangira imirimo - icyiciro cya III;

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 25 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'eshanu n'ibihumbi magana cyenda za «Units of Account» (35.900.000 UA) agenewe gahunda y'ubumenyi, umurimo no kwihangira imirimo - icyiciro cya III;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri yateranye ku wa 10 Kanama 2016 imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE :**

**Ingingo ya mbere: Kwemeza burundu**

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 25 Nyakanga 2016, hagati ya Repubulika y'u

relating to the loan of thirty five million nine hundred thousand Units of Account (UA 35,900,000) for the skills, employability and entrepreneurship programme- phase III;

Considering the Loan Agreement signed in Kigali, Rwanda on 25 July 2016, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of thirty five million nine hundred thousand Units of Account (UA 35,900,000) for the skills, employability and entrepreneurship programme- phase III;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet, in its session of 10 August 2016;

**HAVE ORDERED AND HEREBY ORDER:**

**Article One : Ratification**

The Loan Agreement signed in Kigali, Rwanda on 25 July 2016, between the Republic of Rwanda and the African

cent mille unités de compte (35.900.000 UC) pour le programme compétences, employabilité et entrepreneuriat - phase III;

Considérant l'Accord de Prêt signé à Kigali, au Rwanda le 25 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (ADF), relatif au prêt de trente-cinq millions neuf cent mille unités de compte (35.900.000 UC) pour le programme compétences, employabilité et entrepreneuriat - phase III;

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

Après examen et adoption par le Conseil des Ministres en sa séance du 10 août 2016;

**AVONS ARRETE ET ARRETONS:**

**Article premier: Ratification**

L'Accord de prêt signé à Kigali, au Rwanda le 25 juillet 2016, entre la République du Rwanda et le Fonds Africain de Développement (ADF), relatif au

**Official Gazette n° Special of 29/09/2016**

Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'eshanu n'ibihumbi magana cyenda za «Units of Account» (35.900.000 UA) agenewe gahunda y'ubumenyi, umurimo no kwihangira imirimo - icyiciro cya III ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

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

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Abakozi ba Leta n'Umurimo na Minisitiri w'Ubucuruza n'Inganda bashinzwe gushyira mu bikorwa iri teka.

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

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

Kigali, ku wa **27/09/2016**

Development Fund (ADF), relating to the loan of thirty five million nine hundred thousand Units of Account (UA 35,900,000) for the skills, employability and entrepreneurship programme- phase III annexed to this Order is ratified and becomes fully effective.

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

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Public Service and Labour and the Minister of Trade and Industry are entrusted with the implementation of this Order.

**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 **27/09/2016**

prêt de trente-cinq millions neuf cent mille Unités de Compte (35.900.000 UC) pour le programme compétences, employabilité et entrepreneuriat- phase III annexé au présent arrêté est ratifié et sort son plein et entier effet.

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

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre de la Fonction Publique et du Travail et Ministre du Commerce et de l'Industrie sont chargés de l'exécution du présent arrêté.

**Article 3 : Entrée en vigueur**

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

Kigali, le **27/09/2016**

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(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

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**UMUGEREKA ITEKA RYA PEREZIDA  
N°18/01 RYO KU WA 27/09/2016  
RYEMEZA BURUNDU AMASEZERANO  
Y'INGUZANYO YASHYIRIWEHO UMUKONO I  
KIGALI MU RWANDA KU WA 25 NYAKANGA  
2016, HAGATI YA REPUBULIKA Y'U RWANDA  
N'IKIGEGA NYAFURIKA GITSURA  
AMAJYAMBERE (ADF), YEREKERANYE  
N'INGUZANYO INGANA NA MILIYONI  
MIRONGO ITATU N'ESHANU N'IBIHUMBI  
MAGANA CYENDA ZA «UNITS OF ACCOUNT»  
(35.900.000 UA) AGENEWE GAHUNDA  
Y'UBUMENYI, UMURIMO NO KWIHANGIRA  
IMIRIMO-ICYICIRO CYA III**

**ANNEX TO THE PRESIDENTIAL  
ORDER N°18/01 OF 27/09/2016  
RATIFYING THE LOAN AGREEMENT  
SIGNED IN KIGALI, RWANDA ON 25  
JULY 2016, BETWEEN THE REPUBLIC  
OF RWANDA AND THE AFRICAN  
DEVELOPMENT FUND (ADF),  
RELATING TO THE LOAN OF THIRTY  
FIVE MILLION NINE HUNDRED  
THOUSAND UNITS OF ACCOUNT (UA  
35,900,000) FOR THE SKILLS,  
EMPLOYABILITY AND  
ENTREPRENEURSHIP PROGRAMME-  
PHASE III**

**ANNEXE DE L'ARRETE PRESIDENTIEL  
N°18/01 DU 27/09/2016 RATIFIANT  
L'ACCORD DE PRET SIGNE A KIGALI,  
AU RWANDA LE 25 JUILLET 2016,  
ENTRE LA REPUBLIQUE DU RWANDA  
ET LE FONDS AFRICAIN DE  
DEVELOPPEMENT(ADF), RELATIF AU  
PRET DE TRENTE CINQ MILLIONS  
NEUF CENT MILLE UNITES DE  
COMPTE (35.900.000 UC) POUR LE  
PROGRAMME COMPETENCES,  
EMPLOYABILITE ET  
ENTREPRENEURIAT- PHASE III**





**LOAN AGREEMENT  
BETWEEN  
THE REPUBLIC OF RWANDA  
AND  
THE AFRICAN DEVELOPMENT FUND**

**(SKILLS, EMPLOYABILITY AND ENTREPRENEURSHIP  
PROGRAMME III [SEEP III])**

**LOAN AGREEMENT  
BETWEEN  
THE REPUBLIC OF RWANDA  
AND  
THE AFRICAN DEVELOPMENT FUND**

**(SKILLS, EMPLOYABILITY AND ENTREPRENEURSHIP  
PROGRAMME III [SEEP III])**

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**PROGRAMME ID No. : P-RW-IZ0-004  
LOAN No : 2100150035594**

This LOAN AGREEMENT (hereinafter called the "Agreement") is entered into this 25<sup>TH</sup> day of JULY 2016 between THE REPUBLIC OF RWANDA (hereinafter called the "Borrower") and the AFRICAN DEVELOPMENT FUND (hereinafter called the "Fund").

1. WHEREAS the Borrower has requested the Fund to contribute to the financing of the Skills, Employability and Entrepreneurship Programme III [SEEP III] (hereinafter called the "Programme") as set out in Annex I, by providing a Loan to it in the amount specified hereunder;
2. WHEREAS the Borrower has declared its commitment to the execution of the Programme;
3. WHEREAS the Borrower's Ministry of Finance and Economic Planning (MINECOFIN) shall be the Executing Agency for the Programme;

4. WHEREAS the Borrower intends to obtain from other co-financiers the complementary financing required for the execution of the Programme; and

5. WHEREAS the Fund has agreed on the basis, *inter alia*, of the foregoing to provide a Loan to the Borrower upon the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto hereby agree as follows:

## ARTICLE I

### GENERAL CONDITIONS-DEFINITIONS

Section 1.01. General Conditions. The parties to this Agreement accept all the provisions of the General Conditions Applicable to Loan and Guarantee Agreements of the Fund dated February 2009, (as amended from time to time), (hereinafter called the "General Conditions") with the same force and effect as if they were fully set forth herein.

Section 1.02. Definitions. Whenever used in this Agreement, unless the context otherwise requires, the several terms defined in the General Conditions shall have the respective meanings therein set forth.

## ARTICLE II

### THE LOAN

Section 2.01. Amount. The Fund agrees to lend to the Borrower, from the resources of the Fund in various convertible currencies other than the currency of the Borrower, an amount not exceeding the equivalent of Thirty Five Million Nine Hundred Thousand Units of Account (UA 35,900,000) (the Unit of Account being defined in Article 1(1) of the Agreement Establishing the Fund).

Section 2.02. Purpose. The purpose of the Loan is to finance part of the Programme as described in Annex I of this Agreement.

Section 2.03. Allocation. The Loan will contribute to financing of the budget of the Borrower excluding items listed in Annex II of this Agreement.

Section 2.04. Currency (ies) of Disbursement.

- (a) All disbursements made by the Fund to the Borrower shall be denominated in US Dollars. For purposes of this Agreement, "US Dollar(s)" or "USD" shall mean the lawful currency of the United States of America;
- (b) Notwithstanding the provisions of Section 2.04(a), in accordance with Section 4.04 of the General Conditions:

- (i) in any case where the Fund shall be unable to access or procure US Dollars for purposes of the Loan, the Fund shall notify the Borrower immediately after becoming aware of such inability and propose to the Borrower a currency of substitution which shall be either the European Community Euro, the British Pound Sterling, or the Japanese Yen;
- (ii) if within sixty (60) calendar days following such notification, the Fund and the Borrower cannot agree on a currency of substitution, then the Borrower may cancel that portion of the Loan; and
- (iii) the date of conversion between the USD, and the currency of substitution shall be the date of disbursement of such substitute currency.

Section 2.05. Currency (ies) of Payment.

All amounts due to the Fund pursuant to this Agreement shall be payable in the currency (ies) disbursed.

### ARTICLE III

#### **REPAYMENT OF THE PRINCIPAL, SERVICE CHARGE, COMMITMENT CHARGE AND DATES OF PAYMENT**

Section 3.01. Repayment of the Principal. Subject to Section 3.05, the Borrower shall repay the principal of the Loan over a period of thirty (30) years, after a ten (10) year grace period commencing from the date of this Agreement, at the rate of two per cent (2%) of the principal per annum from the 11th to the 20th year inclusive and at the rate of four per cent (4%) of the principal per annum thereafter.

Section 3.02. Service Charge. Subject to Section 3.05, the Borrower shall pay a service charge at the rate of three-quarters of one per cent (0.75%) per annum on the principal amount of the Loan disbursed and outstanding.

Section 3.03. Commitment Charge. The Borrower shall pay a commitment charge at the rate of one half per cent (0.5%) per annum on the undisbursed portion of the Loan, which shall begin to accrue one hundred and twenty (120) days after the date of signature of this Agreement.

Section 3.04. Dates of Payment. The principal of the Loan shall be repaid in equal and consecutive semi-annual installments, the first of which shall be payable on 15<sup>th</sup> March or 15<sup>th</sup> September, whichever immediately follows the expiration of the grace period referred to in

Section 3.01 above. The service charge and the commitment charge shall be payable semi-annually on 15<sup>th</sup> March and 15<sup>th</sup> September of each year.

Section 3.05. Accelerated Payment.

- (a) The Fund may modify the repayment terms applicable to the principal amount of the Loan disbursed and outstanding in accordance with Sub-Sections (b) or (c) of this Section 3.05 whenever all of the following events have occurred: (i) the Borrower's per capita gross national income, as determined by the Fund, has exceeded for more than two consecutive years the level established by the Fund for determining eligibility to access the Fund's resources; (ii) the Borrower is creditworthy for borrowing from the African Development Bank window; and (iii) after due consideration of the development of the Borrower's economy and other relevant country factors, the Board of Directors of the Fund has reviewed and approved modification of the Borrower's loan terms with the Fund.
- (b) The Fund shall, upon the occurrence of the events referred to in Sub-Section (a) of this Section 3.05, notify the Borrower of the same and require the Borrower to either:
- (i) repay twice the amount of each semi-annual installment of the disbursed and outstanding principal amount of the



Loan until the Loan has been fully repaid (the "Principal Option"); or

- (ii) while maintaining the maturity of the Loan, increase the Service Charge applicable to the Loan to a per annum rate agreed with the Fund that would result in the same level of concessionality as the Principal Option (the "Interest Option"); or
- (iii) if the applicable Service Charge under the Interest Option would be greater than the fixed base rate for an African Development Bank sovereign-guaranteed loan, (1) repay an amount agreed with the Fund that is greater than the then applicable semi-annual installment and (2) increase the Service Charge applicable to the Loan to a per annum rate agreed with the Fund that is equal to that of the fixed base rate for a similar African Development Bank sovereign-guaranteed loan (the "Combination Option").

The Borrower shall notify the Fund within two (2) months following the date of notification as to whether it elects to undertake the Principal Option, the Interest Option or, if applicable, the Combination Option. In the event that the Borrower does not respond within the two-month period, the Fund shall automatically apply the Principal Option.



- (c) The Borrower shall commence such modified repayment as of the first semi-annual payment date, as specified in Section 3.04 above, falling not less than six (6) months after the date on which the Fund notifies the Borrower that the events specified in Sub-Section (a) of this Section 3.05 have occurred; provided, however, that in no event shall the Borrower be required to commence such modified repayment prior to the grace period referred to in Section 3.01 above.
- (d) If, at any time after the repayment terms have been modified pursuant to Sub-Section (a) of this Section 3.05, the Fund determines that the Borrower's economic condition has deteriorated significantly, the Fund may, if so requested by the Borrower, further revise the terms of repayment of the principal amount of the Loan disbursed and then outstanding and/or the Service Charge to conform to the repayment terms originally provided for in this Agreement, taking into account any repayments already made by the Borrower.

Section 3.06. Prepayment. In the event that the Borrower graduates from being eligible to borrow only from the African Development Fund window, the Borrower and the Fund may agree, but shall be under no obligation to do so, that the Borrower repay, in advance of maturity, the principal amount of the Loan then outstanding in one lump-sum payment on a date agreed between the parties, and the agreement between the Borrower and the Fund may provide a discount on the

amount to be prepaid in full satisfaction of the principal amount of the Loan then outstanding.

**ARTICLE IV**  
**CONDITIONS PRECEDENT TO ENTRY INTO FORCE**  
**AND TO DISBURSEMENT**

Section 4.01. Conditions Precedent to Entry into Force. The entry into force of this Loan Agreement shall be subject to the fulfillment by the Borrower of the provisions of Section 12.01 of the General Conditions.

Section 4.02. Conditions Precedent to First and Only Disbursement. The obligations of the Fund to disburse the first and only tranche of the Loan shall be conditional upon the entry into force of this Agreement, as provided in Section 4.01 above, and the provision by the Borrower of evidence satisfactory to the Fund of the fulfillment of the following conditions:

- (a) The receipt by the Fund from the Borrower of the bank details in respect of a foreign-currency Treasury account with the National Bank of Rwanda for the receipt of budget support resources;
- (b) The Director General of the Workforce Development Authority (WDA) shall have validated the Study Report on Financing Model for Technical Vocational Education and Training (TVET);

- (c) Four Sector Skills Councils shall have been operationalized in collaboration with Private Sector;
- (d) The SME Growth Support Programme shall have been developed and validated by the Chief Executive Officer (CEO) of the Rwanda Development Board (RDB); and
- (e) The Revised Strategy on Access to Finance for Women and Youth shall have been validated by the Permanent Secretary (PS) of the Ministry of Gender and Family Promotion (MIGEPROF).

## ARTICLE V

### **DISBURSEMENTS AND APPLICATION OF AMOUNTS DISBURSED**

Section 5.01. Disbursements. The Fund shall disburse the loan in one single tranche, subject to the provisions of this Agreement and the General Conditions, with the objective of contributing towards the financing of the Borrower's budget for the Financial Year 2016/2017.

Section 5.02. Closing date. For the purposes of Section 6.03 paragraph (1) (f) of the General Conditions, the closing date shall be 30 June, 2017, or such later date as shall be agreed between the Borrower and the Fund.

Section 5.03. Application for Disbursement. Amounts disbursed on account of the Loan shall be applied by the Borrower solely for the purposes for which they were disbursed.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

Section 6.01. Authorized Representatives. The Minister of Finance and Economic Planning of the Borrower, or such other person as the Minister may designate in writing, shall be the authorized representative for the purposes of Section 11.02 of the General Conditions.

Section 6.02. Date of the Agreement. For all purposes of this Agreement, the date of this Agreement shall be that appearing in the opening sentence hereof.

Section 6.03. Addresses. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

**For the Borrower:**

**Mail Address:**

Ministry of Finance and Economic Planning  
B. P. 158  
Kigali  
RWANDA  
Tel: (250) 252 575 756  
Fax: (250) 252 577 581

**To the attention of:**

The Permanent Secretary

**For the Fund:**

**Headquarters' Address:**

African Development Fund  
01 B.P. 1387  
Abidjan 01  
CÔTE D'IVOIRE

**Cable Address:** AFDEV ABIDJAN

Tel: (225) 20.20.44.44/20.20.40.47  
Fax: (225) 20.20.49.82

**To the attention of:**

The Director,  
Human Development Department (OSHD)

**IN WITNESS WHEREOF** the Borrower and the Fund, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date first above written.

**FOR THE REPUBLIC OF RWANDA**



CLAVER GATETE  
MINISTER OF FINANCE AND ECONOMIC PLANNING



**FOR THE AFRICAN DEVELOPMENT FUND**



NEGATU MAKONNEN  
RESIDENT REPRESENTATIVE  
RWANDA COUNTRY OFFICE



**ATTESTED BY:**



OSSEY-OLIVIER LITUMBA PINZI  
ACTING SECRETARY GENERAL



**ANNEX I**  
**PROGRAMME DESCRIPTION**

The Skills, Employability and Entrepreneurship Programme III (SEEP III) is a one year Policy Based Operation. The programme cost is UA 35.9 million to be disbursed in one tranche in fiscal year 2016/17 based on disbursement triggers agreed with Government in consultation with Development Partners (DPs). SEEP III aims to contribute to inclusive growth and poverty reduction by enhancing labour productivity and promoting employment. Specifically, SEEP III will support implementation of reforms to enhance skills development, relevance and promote entrepreneurship/enterprise development.

SEEP III is a follow-up programme which builds on and consolidates reforms promoted under SEEP I and II which focused on building critical mass of TVET skills, business advisory services and creation of new start-up businesses. SEEP III will develop skills aimed to promote high value added production in key economic sectors, and promote private sector growth through strengthening of micro, small and medium entrepreneurs (MSMEs).

In line with aid harmonization, the programme was developed with government and in close consultation with key DPs including Germany, DFID, Netherlands, World Bank, EU, Sweden and the US.

The SEEP III expected outcomes are: (i) Share of TVET enrolment as percentage of upper secondary stream will increase from 42% (2015) to 50% (2017); (ii) Proportion of employers who are satisfied with TVET graduates to be increased from 73.4% (2013) to 76% (2017); and number of MSMEs created annually as start-up will increase from 13,610 (2016) to 14,500 (2017).



**ANNEX II**

**LIST OF NON-ELIGIBLE GOODS**

1. Alcoholic beverages and luxury goods;
2. Raw or unprocessed tobacco, tobacco scraps or wastes;
3. Manufactured tobacco (even containing tobacco substitutes);
4. Radioactive matter and associated products;
5. Real pearl or cultured pearl, gem stones or items considered as such either raw or refined;
6. Nuclear reactors and their parts and spare parts, combustible elements not exposed to irradiation (cartridges for reactors);
7. Gold jewel or metal of platinum family (except watches and watch cases) and jewel articles (including glazed precious stones);
8. Gold, for non-monetary purposes (excluding minerals and gold concentrates);
9. Arms, ammunition and other military equipment; and
10. Environmentally hazardous products.

**Official Gazette n° Special of 29/09/2016**

Bibonywe ngo bishyirwe ku mugereka w'Iteka rya Perezida n°18/01 ryo ku wa 27/09/2016 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 25 Nyakanga 2016, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu n'eshanu n'ibihumbi magana cyenda za «Units of Account» (35.900.000 UA) agenewe gahunda y'ubumenyi, umurimo no kwihangira imirimo - icyiciro cya III

Kigali, ku wa 27/09/2016

(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

Seen to be annexed to the Presidential Order n°18/01 of 27/09/2016, ratifying the loan agreement signed in Kigali, Rwanda on 25 July 2016, between the republic of Rwanda and the African Development Fund (ADF), relating to the loan of thirty five million nine hundred thousand units of account (UA 35,900,000) for the skills, employability and entrepreneurship programme- phase III

Kigali, on 27/09/2016

(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° 18/01 du 27/09/2016 ratifiant l'accord de prêt signé à Kigali, au Rwanda le 25 juillet 2016, entre la République du Rwanda et le fonds africain de Développement (ADF), relatif au prêt de trente-cinq millions neuf cent mille Unités de Compte (35.900.000 UC) pour le programme compétences, employabilité et entrepreneuriat- phase III

Kigali, le 27/09/2016

(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

**Official Gazette n° Special of 29/09/2016**

**ITEKA RYA PEREZIDA N° 19/01 RYO KU WA 27/09/2016 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I BEIJING MU BUSHINWA KU WA 29 NYAKANGA 2016, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UBUSHINWA Y'UBUCURUZI BW'IBYINJIRA N'IBISOHOKA MU GIHUGU, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MAGANA ANE N'IBIHUMBI MIRONGO INANI N'UMUNANI ZA YUAN (¥ 488,000,000) AGENEWE UMUSHINGA WO GUTUNGANYA IMIHANDA YO MU MUJYI KIGALI**

**PRESIDENTIAL ORDER N°19/01 OF 27/09/2016 RATIFYING THE LOAN AGREEMENT SIGNED IN BEIJING, CHINA ON 29 JULY 2016, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA RELATING TO THE LOAN OF FOUR HUNDRED EIGHTY EIGHT MILLION YUAN (¥ 488,000,000) FOR KIGALI URBAN ROAD UPGRADING PROJECT**

**ARRETE PRESIDENTIEL N°19/01 DU 27/09/2016 RATIFIANT L'ACCORD DE PRET SIGNE A BEIJING, EN CHINE LE 29 JUILLET 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRET DE QUATRE CENT QUATRE VINGT HUIT MILLIONS YUAN (¥ 488,000,000) POUR LE PROJET D'AMÉLIORATION DES ROUTES URBAINES DE KIGALI**

**ISHAKIRO**

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**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, iya 122 n'iya 176;

Dushingiye ku Itegeko n° 39/2016 ryo ku wa 27/09/2016 ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Beijing mu Bushinwa ku wa 29 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruza bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni

**PRESIDENTIAL ORDER N°19/01 OF 27/09/2016 RATIFYING THE LOAN AGREEMENT SIGNED IN BEIJING, CHINA ON 29 JULY 2016, BETWEEN THE REPUBLIC OF RWANDA AND THE EXPORT-IMPORT BANK OF CHINA, RELATING TO THE LOAN OF FOUR HUNDRED EIGHTY EIGHT MILLION YUAN (¥ 488,000,000) FOR RWANDA KIGALI URBAN ROAD UPGRADING PROJECT**

**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, 122 and 176;

Pursuant to Law n° 39/2016 of 27/09/2016 approving the ratification of the loan agreement signed in Beijing, China on 29 July 2016, between the Republic of Rwanda and the Export - Import Bank of China, relating to the loan of four hundred and eighty eight million Yuan (¥ 488,000,000) for Kigali urban road upgrading project

**ARRETE PRESIDENTIEL N°19/01 DU 27/09/2016 RATIFIANT L'ACCORD DE PRET SIGNE A BEIJING, EN CHINE LE 29 JUILLET 2016, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE D'IMPORT-EXPORT DE CHINE, RELATIF AU PRET DE QUATRE CENT QUATRE – VINGT - HUIT MILLIONS DE YUAN (¥ 488,000,000) POUR LE PROJET D'AMÉLIORATION DES ROUTES URBAINES DE KIGALI**

**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, 122 et 176;

Vu la Loi n°39/2016 du 27/09/2016 approuvant la ratification de l'accord de prêt signé à Beijing, en Chine le 29 juillet 2016, entre la République du Rwanda et la Banque d'Import- Export de Chine, relatif au prêt de quatre cent quatre-vingt-huit millions de Yuan (¥ 488.000.000) pour le projet d'amélioration des routes urbaines de Kigali

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magana ane na mirongo inani n'umunani z'ama Yuan (¥ 488.000.000) agenewe umushinga wo gutunganya imihanda yo mu Muji wa Kigali

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i Beijing mu Bushinwa ku wa 29 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruza bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni magana ane n'ibihumbi mirongo inani n'umunani za Yuan (¥ 488,000,000) agenewe umushinga wo gutunganya imihanda yo mu Muji wa Kigali;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri yateranye ku wa 10 Kanama 2016 imaze kubisuzuma no kubyemeza;

**TWATEGETSE KANDI DUTEGETSE :**

**Ingingo ya mbere : Kwemeza burundu**

Amasezerano y'inguzanyo yashyiriweho umukono i Beijing muri China ku wa 29 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruza bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni magana ane n'ibihumbi mirongo inani

Considering the Loan Agreement signed in Beijing, China on 29 July 2016, between the Republic of Rwanda and the Export-Import Bank of China relating to the loan of four hundred eighty eight million Yuan (¥ 488,000,000) for Kigali urban road upgrading project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet, in its session of 10 August 2016;

**HAVE ORDERED AND HEREBY ORDER:**

**Article One : Ratification**

The Loan Agreement signed in Beijing, China on 29 July 2016, between the Republic of Rwanda and the Export-Import Bank of China relating to the loan of four hundred eighty eight million Yuan (¥ 488,000,000) for Kigali urban road upgrading project annexed to this Order is ratified and becomes fully effective.

Considérant l'Accord de prêt signé à Beijing, au China le 29 juillet 2016, entre la République du Rwanda et la Banque d'Import-Export de Chine, relatif au prêt de quatre cent quatre-vingt-huit millions Yuan (¥ 488,000,000) pour le projet d'amélioration des routes urbaines de Kigali ;

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

Après examen et adoption par le Conseil des Ministres en sa séance du 10 août 2016;

**AVONS ARRETE ET ARRETONS:**

**Article premier : Ratification**

L'Accord de prêt signé à Beijing, au China le 29 juillet 2016, entre la République du Rwanda et la Banque d'Import - Export de Chine, relatif au prêt de quatre cent quatre-vingt-huit millions Yuan (¥ 488,000,000) pour le projet d'amélioration des routes urbaines de Kigali

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n'umunani za Yuan (¥ 488,000,000) agenewe umushinga wo gutunganya imihanda yo mu Mujyi wa Kigali ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

annexé au présent arrêté est ratifié et sort son plein et entier effet.

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

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'w'Ibikorwa Remezo basabwe gushyira mu bikorwa iri teka.

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

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation and the Minister of Infrastructure 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 des Infrastructures sont chargés de l'exécution du présent arrêté.

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

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

**Article 3: Commencement**

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

**Article 3: Entrée en vigueur**

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

Kigali, ku wa **27/09/2016**

Kigali, on **27/09/2016**

Kigali, le **27/09/2016**

***Official Gazette n° Special of 29/09/2016***

(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

**Official Gazette n° Special of 29/09/2016**

**UMUGEREKA W'ITEKA RYA  
PEREZIDA N°19/01 RYO KU WA  
27/09/2016 RYEMEZA BURUNDU  
AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I BEIJING MU  
BUSHINWA KU WA 29 NYAKANGA 2016,  
HAGATI YA REPUBULIKA Y'U RWANDA NA  
BANKI Y'UBUSHINWA Y'UBUCURUZI  
BW'IBYINJIRA N'IBISOHOKA MU GIHUGU,  
YEREKERANYE N'INGUZANYO INGANA NA  
MILIYONI MAGANA ANE N'IBIHUMBI  
MIRONGO INANI N'UMUNANI ZA YUAN (¥  
488,000,000) AGENEWE UMUSHINGA WO  
GUTUNGANYA IMIHANDA YO MU MUJYI  
KIGALI**

**ANNEX TO THE PRESIDENTIAL  
ORDER N°19/01 OF 27/09/2016  
RATIFYING THE LOAN AGREEMENT  
SIGNED IN BEIJING, CHINA ON 29  
JULY 2016, BETWEEN THE REPUBLIC  
OF RWANDA AND THE EXPORT-  
IMPORT BANK OF CHINA RELATING  
TO THE LOAN OF FOUR HUNDRED  
EIGHTY EIGHT MILLION YUAN (¥  
488,000,000) FOR KIGALI URBAN ROAD  
UPGRADING PROJECT**

**ANNEXE DE L'ARRETE PRESIDENTIEL  
N°19/01 DU 27/09/2016 RATIFIANT  
L'ACCORD DE PRET SIGNE A BEIJING,  
EN CHINE LE 29 JUILLET 2016, ENTRE  
LA REPUBLIQUE DU RWANDA ET LA  
BANQUE D'IMPORT-EXPORT DE  
CHINE, RELATIF AU PRET DE QUATRE  
CENT QUATRE VINGT HUIT MILLIONS  
YUAN (¥ 488,000,000) POUR LE PROJET  
D'AMÉLIORATION DES ROUTES  
URBAINES DE KIGALI**



CHINA EXIMBANK GCL NO. (2016) 3 TOTAL NO. (572)

## **GOVERNMENT CONCESSIONAL LOAN AGREEMENT**

**For Rwanda Kigali Urban Road Upgrading Project (54.56km)**

**BETWEEN**

**The Government of the Republic of Rwanda  
Represented by the Ministry of Finance and Economic Planning of  
Rwanda**

**as Borrower**

**AND**

**THE EXPORT-IMPORT BANK OF CHINA**

**as Lender**

**DATED July 29,2016**

NR

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NR

THIS GOVERNMENT CONCESSIONAL LOAN AGREEMENT

(the "Agreement") is made on the day of July 29, 2016

BETWEEN

The Government of the Republic of Rwanda represented by the Ministry of Finance and Economic Planning of Rwanda (hereinafter referred to as the "**Borrower**"), having its office at P.O.BOX 158, Kigali, Rwanda;

AND

THE EXPORT-IMPORT BANK OF CHINA (hereinafter referred to as the "**Lender**"), having its registered office at No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031, China.

**WHEREAS:**

(A) On July 29, 2016, the Government of the People's Republic of China and the Government of the Republic of Rwanda entered into the Framework Agreement on Provision of a Government Interest-Subsidized Concessional Loan by China to the Republic of Rwanda (hereinafter referred to as the "**Borrower's Country**")

(B) The Borrower has requested that the Lender make available a loan facility of up to Renminbi Four Hundred and Eighty Eight Million Yuan only (¥488,000,000) to the Borrower for the financing needs under the Commercial Contract (as defined in Article 1), and;

(C) City of Kigali (hereinafter referred to as the "**End-User**") and China Road and Bridge Corporation (hereinafter referred to as the "**Chinese Supplier**") on August 9, 2013 entered into the Kigali Urban Road Upgrading Project (54.56km) Contract (hereinafter referred to as the "**Commercial Contract**") with the contract number 185-C/08/13/CoK for the purpose of the implementation of the Project (as defined in Article 1).



NOW THEREFORE, the Borrower and the Lender hereby agree as follows:

## ARTICLE 1 DEFINITIONS

Where used in this Agreement, unless the context otherwise requires, the following terms have the following meanings:

- 1.1 “**Account Bank of the Lender**” means the Export-Import Bank of China.
- 1.2 “**Agreement**” means this government concessional loan agreement and its appendices and any amendment to such agreement and its appendices from time to time upon the written consent of the parties.
- 1.3 “**Availability Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Sixty (60) months thereafter, during which time all the disbursements shall be made in accordance with the stipulations of this Agreement.
- 1.4 “**Banking Day**” means a day on which banks are open for ordinary banking business in Beijing, including Saturdays and Sundays on which banks are open for business as required by the provisional regulations of China, but excluding the legal festivals and holidays of China and Saturdays and Sundays falling out of the aforesaid regulations.
- 1.5 “**China**” means the People’s Republic of China.
- 1.6 “**Commitment Fee**” means the fees calculated and paid in accordance with Article 2.2 and Article 2.7.
- 1.7 “**Commercial Contract**” means, the Kigali Urban Road Upgrading Project (54.56km) Contract with the contract number 185-C/08/13/CoK for the purpose of the implementation of the Project entered by and between City of Kigali and China Road and Bridge Corporation on August 9, 2013 with the total amount of



US Dollar Seventy Six Million Two Hundred and Seventy Nine Thousand Five Hundred and Seventy Six and Thirty Cents only (USD 76,279,576.30).

1.8 **“Disbursement”** means the advance of the Facility made in accordance with Article 3 of this Agreement.

1.9 **“End-User”** means City of Kigali, which ultimately utilizes the Facility.

1.10 **“Event of Default”** means any event or circumstance specified as such in Article 7.

1.11 **“Facility”** has the meaning set forth in Article 2.1.

1.12 **“Final Repayment Date”** means the date on which the Maturity Period expires.

1.13 **“First Repayment Date”** means the first repayment date of principal and interest after the maturity of the Grace Period.

1.14 **“Grace Period”** means the period commencing on the date on which this Agreement becomes effective and ending on the date Eighty Four (84) months after the date on which this Agreement becomes effective, during which period only the interest and no principal is payable by the Borrower to the Lender. The Grace Period includes the Availability Period.

1.15 **“Interest Payment Date”** means the 21st day of March and the 21st day of September in each calendar year and the Final Repayment Date;

1.16 **“Irrevocable Notice of Drawdown”** means the notice issued in the form set out in Appendix 5 attached hereto.

1.17 **“Loan”** means the aggregate principal amount disbursed and from time to time outstanding under the Facility.



1.18 “**Management Fee**” means the fees calculated and paid in accordance with Article 2.2 and Article 2.6.

1.19 “**Maturity Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date falling Two Hundred and Forty (240) months thereafter, including the Grace Period and the Repayment Period.

1.20 “**Notice of Effectiveness of Loan Agreement**” means a written notice in the form set forth in Appendix 9 attached hereto, in which the effective date of this Agreement shall be specified.

1.21 “**Project**” means Kigali Urban Road Upgrading Project (54.56km).

1.22 “**Borrower’s Country**” refers to the Republic of Rwanda.

1.23 “**Renminbi**” means the lawful currency for the time being of the People’s Republic of China.

1.24 “**Repayment Date of Principal and Interest**” means each Interest Payment Date and the Final Repayment Date.

1.25 “**Repayment Period**” means the period commencing on date on which the Grace Period expires and ending on the Final Repayment Date.

1.26 “**Repayment Schedule**” means the schedule showing the dates and amounts of repayments of the Loan set forth in Appendix 10 attached hereto.

## ARTICLE 2 CONDITIONS AND UTILIZATION OF THE FACILITY

2.1 Subject to the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower a loan facility (hereinafter referred to as the



“**Facility**”) in an aggregate principal amount not exceeding Renminbi Four Hundred and Eighty Eight Million Yuan only (¥488,000,000).

All the drawdowns and repayments in connection with the Facility under this Agreement shall be recorded in Renminbi. In case drawdowns in US Dollar (or other convertible hard currencies accepted by the Lender) are requested, the amount in US Dollar shall be purchased with Renminbi in accordance with the selling rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date the aforesaid disbursements are made by the Lender and recorded in Renminbi. Any principal, interest and other cost due and payable by the Borrower under this Agreement may be repaid or paid in US Dollar (or other convertible currency accepted by the Lender) and recorded in Renminbi in accordance with the buying rate of US Dollar (or other convertible hard currencies accepted by the Lender) to Renminbi promulgated by the Account Bank of the Lender on the date such payments are received by the Lender. The Lender shall not bear any foreign exchange risk in the aforesaid process. The Borrower hereby undertakes that the amounts due and payable by the Borrower under this Agreement shall not be affected by any change in the exchange rate between Renminbi and any other currencies or the exchange rates among the currencies other than Renminbi.

2.2 The rate of interest applicable to the Loan shall be Two percent (2%) per annum. The rate applicable to the Management Fee shall be One percent (1%). The rate applicable to the Commitment Fee shall be Zero Point Three percent (0.3%) per annum.

2.3 The Maturity Period for the Facility shall be Two Hundred and Forty (240) months, among which the Grace Period shall be Eight Four (84) months and the Repayment Period shall be One Hundred and Fifty Six (156) months.

2.4 The entire proceeds of the Facility shall be applied by the Borrower for the sole purpose of the payment of the Commercial Contract amount, and not be used for payment of brokerage fees, agency fees or commission.

2.5 The goods, technologies and services purchased by using the proceeds of



Facility shall be purchased from China preferentially.

2.6 The Borrower shall pay to the Lender a Management Fee on the aggregate amount of the Facility equal to Renminbi Four Million Eight Hundred and Eighty Thousand Yuan only (¥4,880,000) in one lump within thirty (30) days after this Agreement becomes effective but not later than the first Disbursement Date in any case, which amount shall be calculated at the rate set forth in Article 2.2. The Management Fee shall be paid to the account designated in Article 4.4.

2.7 During the Availability Period, the Borrower shall pay semi-annually to the Lender a Commitment Fee calculated at the rate set forth in Article 2.2 on the undrawn and uncanceled balance of the Facility. The Commitment Fee shall accrue from and including the date falling 30 days after the date on which this Agreement becomes effective and shall be calculated on the basis of the actual number of days elapsed and a 360 day year. The Commitment Fee shall accrue on a daily basis and be paid in arrears to the account designated in Article 4.4 on each Interest Payment Date.

### **ARTICLE 3 DISBURSEMENT OF THE FACILITY**

3.1 The first disbursement is subject to the satisfaction of the conditions precedent set out in Appendix 1 attached hereto (or such conditions precedents have been waived by the Lender in writing).

3.2 In relation to each disbursement after the first disbursement, besides the satisfaction of the conditions set forth in Article 3.1, such disbursement shall also be subject to the satisfaction of the conditions set out in Appendix 2 attached hereto.

3.3 The Availability Period may be extended, provided that an application for such extension is submitted by the Borrower to the Lender thirty (30) days prior to the end of the Availability Period and such application is approved by the Lender. In any event, the Availability Period shall not exceed the Grace Period. Any portion of the Facility undrawn at the end of the Availability Period or the extension thereof shall be



automatically canceled. Before the end of the Availability Period, the Borrower shall not, without the consent of the Lender, cancel all or any part of the undrawn Facility.

3.4 The Lender shall not be obliged to make any disbursement under this Agreement unless it has received all the documents set forth in Article 3.1 or 3.2 and has determined after examination that the conditions precedent to the drawdown of the Facility by the Borrower have been satisfied. For those conditions which have not been satisfied by the Borrower, the Lender may require the remedy by the Borrower within a specified period. In the event that the Borrower fails to remedy within a reasonable period of time, the Lender may refuse to make the disbursement.

3.5 Forthwith upon the making by the Lender of the disbursement in accordance with the Irrevocable Notice of Drawdown, the Lender shall be deemed as having completed its disbursement obligation under this Agreement and such disbursement shall become the indebtedness of the Borrower. The Borrower shall repay to the Lender the principal amount drawn and outstanding under the Facility together with any interest accrued thereon in accordance with this Agreement.

3.6 The Lender shall not be under any obligation to make any further Disbursement under the Facility if the aggregate amount of the Disbursements made under this Agreement would exceed the principal amount of the Facility.

#### **ARTICLE 4 REPAYMENT OF PRINCIPAL AND PAYMENT OF INTEREST**

4.1 The Borrower is obligated to repay to the Lender all the principal amount drawn and outstanding under the Facility, all the interest accrued thereon and such other amount payable by the Borrower in accordance with the terms and conditions of this Agreement. Without the written consent of the Lender, the Maturity Period shall not be extended.

4.2 The Borrower shall pay interest on the principal amount drawn and outstanding under this Agreement at the rate set forth in Article 2.2. The interest shall be



calculated on the basis of the actual number of days elapsed and a 360 day year, including the first day of the Interest Period during which it accrues but excluding the last, and shall be paid in arrears on each Interest Payment Date. If any payment to be made by the Borrower hereunder falls due on any day which is not a Banking Day, such payment shall be made on the immediately preceding Banking Day.

4.3 All the principal amount drawn under this Agreement shall be repaid to the Lender by Twenty Six (26) equal installments on each Repayment Date of Principal and Interest within the Repayment Period and the Final Repayment Date in accordance with the Repayment Schedule. The first installment shall be payable on the First Repayment Date falling immediately after the end of the Grace Period and the last installment shall be paid on the Final Repayment Date.

The Repayment Schedule of the Loan (in the form set out in the Appendix 10 to this Agreement) will be prepared by the Lender and will be sent to the Borrower promptly after the end of the Availability Period. The Borrower shall inform the Lender of any of its comments or suggestions officially, and shall be deemed to have confirmed the content of the Repayment Schedule if such comments and suggestions have not been received within Thirty (30) days after receipt of the Repayment Schedule. Any Repayment Schedule so provided by the Lender shall in the absence of manifest error be conclusive and binding on the Borrower.

4.4 Any payments or repayments made by the Borrower under this Agreement shall be remitted to the following account or any other account from time to time designated by the Lender on the Repayment Date of Principal and Interest of each year:

Payee: The Export-Import Bank of China

Opening Bank: Business Department, Bank of China, Head Office

Account No.: 778407900258

4.5 The Lender shall open and maintain in its book a lending account for the Borrower entitled "The Government of the Republic of Rwanda represented by the Ministry of Finance and Economic Planning of Rwanda Account on Kigali Urban Road



Upgrading Project (54.56km)” (hereinafter referred to as the “**Borrower’s Account**”) to record the amount owing or repaid or paid by the Borrower. The amount of the Facility recorded as drawn and outstanding in the Borrower’s Account shall be the evidence of the Borrower's indebtedness owed to the Lender and shall be binding on the Borrower in the absence of manifest error.

4.6 Both the Borrower and the Lender shall keep accurate book records of any disbursement under the Facility and repayment of principal and interest under this Agreement and shall verify such records once a year.

4.7 If the amount of any payment made by the Borrower hereunder is less than the total amount due and payable by the Borrower to the Lender as of the date on which such payment is actually made by the Borrower, then the Borrower shall be deemed to have hereby waived any right which it may have to make any appropriation thereof (and any appropriation made and/or indicated by the Borrower in respect of such payment shall be of no effect) and the Lender may without reference to the Borrower apply and appropriate the payment so made by the Borrower in or towards the satisfaction of any or all of the amounts which are due or overdue for payment on such day in the order decided upon by the Lender.

4.8 The Borrower may prepay the principal amount drawn and outstanding under the Facility by giving the Lender a 30 days’ prior written notice, and such prepayment shall be subject to the consent of the Lender. At the time of prepayment, the Borrower shall also pay to the Lender all interest accrued on the prepaid principal in accordance with Article 4.2 up to the date of prepayment. Any prepayment made pursuant to this Article shall reduce the amount of the repayment installments in inverse order of maturity.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES BY THE BORROWER**

The Borrower hereby represents and warrants to the Lender as follows:

5.1 The Borrower is the government of the Republic of Rwanda and represented



by the Ministry of Finance and Economic Planning of Rwanda and has full power, authority and legal rights to borrow the Facility on the terms and conditions hereunder.

5.2 The Borrower has completed all the authorizations, acts and procedures as required by the laws of the Borrower's Country in order for this Agreement to constitute valid and legally binding obligations of the Borrower in accordance with its terms, including obtaining all the approvals and authorizations from relevant authorities of the Borrower's Country, and effecting all the registrations or filings as required by the laws of the Borrower's Country, and such approvals, authorizations, registrations and filings are in full force and effect.

5.3 As from the date on which this Agreement becomes effective, this Agreement constitutes legal, valid and binding obligation of the Borrower.

5.4 The Borrower is not in default under any law or agreement applicable to it, the consequence of which default could materially and adversely affect its ability to perform its obligations under this Agreement and no Event of Default has occurred under this Agreement.

5.5 The signing of this Agreement by the Borrower constitutes, and the Borrower's performance of its obligations under this Agreement will constitute commercial acts. Neither the Borrower nor any of its assets other than (a) property to be used in connection with a military activity that is of a military character or is under the control of a military authority or defense agency of Borrower, and (b) property of Borrower subject to the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations that is being used exclusively for diplomatic or consular purposes (hereinafter referred as the "**Excluded Assets**"), is entitled to any right of immunity on the grounds of sovereign or otherwise from arbitration, suit, execution or any other legal process with respect to its obligations under this Agreement, as the case may be, in any jurisdiction.

5.6 All information supplied to the Lender by the Borrower is true and accurate in all material respects.



The Borrower represents and warrants to the Lender that the foregoing representations and warranties will be true and accurate throughout the Maturity Period with reference to the facts and circumstances subsisting from time to time. The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Article.

## **ARTICLE 6      SPECIAL COVENANTS**

6.1          The Borrower hereby covenants to the Lender that the obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least pari passu in right of payment and security with all other present or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower. Any preference or priority granted by the Borrower to such indebtedness shall be forthwith applicable to this Agreement without prior request from the Lender.

6.2          The Borrower undertakes with the Lender that it will ensure that all amounts disbursed under this Agreement be used for the purposes specified in Article 2.4 and Article 2.5 and that it will pay the interest and any other payable amounts hereunder and repay the principal to the Lender in accordance with the terms and conditions hereunder. The performance by the Borrower of all its obligations under this Agreement shall be unconditional under all circumstances.

6.3          All payments by the Borrower under this Agreement shall be paid in full to the Lender without set-off or counterclaim or retention and free and clear of and without any deduction or withholding for or on account of any taxes or any charges. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall forthwith pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would have been received hereunder had no such deduction or withholding been made.

6.4          The Borrower hereby covenants to the Lender that it will take immediate steps



and fulfill all the conditions necessary to maintain in full force and effect all approvals, authorizations, registrations and filings specified in Article 5.2.

6.5 The Borrower will include all amounts due and payable, or to fall due and payable to the Lender hereunder in each of its annual budgets during each fiscal year. However, the Borrower's failure to include corresponding allocation in its budget shall not in any way reduce or affect its obligations under the Loan Agreement or to be used as a defense for the failure to make any payment due under the Loan Agreement.

6.6 The Borrower shall submit to the Lender the following documents and hereby covenants to the Lender that the information contained in such documents is true and accurate:

(1) The Borrower shall submit to the Lender semi-annually during the Maturity Period reports on the actual progress and operation status of the Project and the utilization of the disbursed Facility proceeds.

(2) The Borrower shall supply to the Lender any other information pertaining to the performance of this Agreement at any time reasonably requested by the Lender.

6.7 The Lender shall be entitled to examine and supervise the utilization of the proceeds of the Facility and the performance of this Agreement. The Borrower shall facilitate the aforesaid examination and supervision of the Lender, including without limitation cause the relevant authority to issue the long-term multiple entry visa of the Borrower's country to loan officer of the Lender.

6.8 During the Maturity Period, the Borrower shall inform in writing the Lender within 30 days from the date on which the following events occur:

(1) any material decision, change, accident and other significant facts pertaining to the Project or the Borrower;

(2) any change of the authorized persons and the specimen of their signatures involved in the drawdown of the Facility under this Agreement;

(3) any change of the communication address of the Borrower specified in Article 8.8;



- (4) the occurrence of any Event of Default specified in Article 7;
- (5) any significant amendment or supplement to the Commercial Contract;

6.9 The Borrower undertakes with the Lender that so long as any sum remains outstanding under this Agreement, the Borrower will not engage in the activities which, in the opinion of the Lender, will materially and adversely affect the performance of the Borrower's obligations under this Agreement.

6.10 The Borrower undertakes with the Lender that at the request of the Lender, the Borrower will provide the Lender within six months of completion of the Project with the Project completion summary report and provide within the period as required by the Lender the documents and materials for the post project evaluation. The Borrower shall ensure the authenticity, accuracy, validity and integrity of the documents and materials provided.

6.11 The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under this Agreement are independent and separate from those stated in agreements with other creditors (whether official creditors, Paris Club creditors or other creditors), and the Borrower shall not seek from the Lender any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

6.12 Due to the fact that the Commercial Contract is denominated in US Dollar while the Facility is denominated and disbursed in RMB, it may occur the situation that the Facility may not cover one hundred percent of the amount of the Commercial Contract. The Borrower hereby undertakes with the Lender that the Borrower will raise any and all shortage amount not covered by the Facility under the Commercial Contract to ensure the smooth implementation of the Project till the completion of the Project.

## **ARTICLE 7 EVENTS OF DEFAULT**

7.1 Each of the following events and circumstances shall be an Event of Default:





(1) The Borrower, for any reason, fails to pay any due and payable principal, interest, Commitment Fee, Management Fee or other sums in accordance with the provisions hereof;

(2) Any representation and warranty made by the Borrower in Article 5, Article 6 or other Articles of this Agreement, or any certificate, document and material submitted and delivered by the Borrower pursuant to this Agreement proves to have been untrue or incorrect in any material respect ;

(3) The Borrower fails to punctually perform any of its other obligations under this Agreement or is in breach of any of its covenants and undertakings made under this Agreement, and does not remedy such breach to the satisfaction of the Lender within 30 days after receipt of written notice from the Lender requiring it to do so;

(4) Any other event which constitutes a default of the Borrower occurs in respect of any other agreement involving the borrowing of money or any guarantee between the Borrower and any other banks or financial institutions;

(5) Significant changes have occurred with respect to the Project or the Borrower, either of which, in the opinion of the Lender, may have material adverse effect on the ability of the Borrower to perform its obligations under this Agreement;

(6) The Borrower stops or suspends repayment to its creditors generally;

7.2 Upon the occurrence of any of the aforesaid Event of Default, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

7.3 Where there occurs any change of the laws or government policies in the country of either the Lender or the Borrower, which makes it impossible for either the Lender or the Borrower to perform its obligations under this Agreement, the Lender may,





by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

## **ARTICLE 8 MISCELLANEOUS**

8.1 The Borrower hereby irrevocably waives any immunity on the grounds of sovereign or otherwise for itself or its property other than Excluded Assets in connection with any arbitration proceeding pursuant to Article 8.5 hereof or with the enforcement of any arbitral award pursuant thereto.

8.2 Without prior written consent of the Lender, the Borrower may not assign or transfer all or any part of its rights or obligations hereunder in any form to any third party. The Lender is entitled to assign or transfer all or any part of its rights, interests and obligations hereunder to a third party with notice to the Borrower. The Borrower shall sign all such documents and do necessary acts and things as the Lender may reasonably require for the purpose of perfecting and completing any such assignment and transfer, provided that any costs incurred by the Borrower in connection therewith shall be borne by the Lender.

8.3 This Agreement is legally independent of the relevant Commercial Contract. Any claims or disputes arising out of the Commercial Contract shall not affect the obligations of the Borrower under this Agreement.

8.4 This Agreement as well as the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of China.

8.5 Any dispute arising out of or in connection with this Agreement shall be resolved through friendly consultation. If no settlement can be reached through such consultation, each party shall have the right to submit such dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be conducted in English and in accordance with the CIETAC's



arbitration rules in effect at the time of applying for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall take place in Beijing.

8.6 The Borrower hereby irrevocably designates the Embassy of the Republic of Rwanda in China with its address at No. 30, Xiu Shui Bei Jie, Beijing, China as its authorized agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or other legal documents in China. If for any reason the agent named above (or its successor) no longer serves as agent of the Borrower to receive legal documents as aforesaid, the Borrower shall promptly designate a successor agent satisfactory to the Lender. The Borrower hereby agrees that, any such legal documents shall be sufficiently served on it if delivered to the agent for service at its address for the time being in Beijing, whether or not such agent gives notice thereof to the Borrower.

8.7 The Borrower shall keep all the terms, conditions and the standard of fees hereunder or in connection with this Agreement strictly confidential. Without the prior written consent of the Lender, the Borrower shall not disclose any information hereunder or in connection with this Agreement to any third party unless required by applicable law.

8.8 All notices or other documents in connection with this Agreement shall be in writing and shall be delivered or sent either personally or by post or facsimile to the following respective address or facsimile number of both parties; in the event that the following address or facsimile number of any party hereunder has changed, such party shall immediately inform the other party in the way set out in this Agreement:

To the Lender: Concessional Loan Dept.  
The Export-Import Bank of China  
No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing, 100031  
People's Republic of China  
Fax No.: +86 10 83579677  
Telephone: +86 10 83579666  
Contact Person: Ms. WEN Jing

To the Borrower: Ministry of Finance and Economic Planning of Rwanda



P.O.BOX 158, Kigali, Rwanda

Fax No.: +250 252 577581

Telephone: +250 252 575756

Contact Person: Mr. Caleb Rwamuganza (Permanent Secretary and  
Secretary to the Treasury)

Any notice or document so addressed to the relevant party under this Agreement shall be deemed to have been delivered:

- (1) if sent by personal delivery: at the time of delivery;
- (2) if sent by post: 15 days after posting (excluding Saturdays, Sundays and statutory holidays);
- (3) if sent by facsimile, when the notice or document is dispatched by fax machine .

8.9 This Agreement shall be signed in the English language. The notes and other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English.

8.10 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

8.11 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.

8.12 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender.



## ARTICLE 9 CONDITIONS TO EFFECTIVENESS

9.1 This Agreement shall become effective upon the satisfaction of the following conditions:

- (1) This Agreement has been duly signed by the Lender and the Borrower;
- (2) The Lender has received copies of the approval issued by the relevant authorities of the Borrower's Country approving the borrowing by the Borrower hereunder;

9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.

9.3 In the event that this Agreement fails to become effective within one year after signing by the parties, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.


9.4 This Agreement shall be made in two counterparts with equal legal effect.



IN WITNESS WHEREOF, the two parties hereto have caused this Agreement to be duly signed on their respective behalf, by their duly authorized representatives, on the date stated at the beginning of this Agreement.

Signed by: (signature)

Signed by : (signature)



29/2/2016

Name: Uzziel NDAGIJIMANA

Title: Minister of State in Charge of  
Economic Planning



Name: ZHANG Shuo

Title: Deputy General Manager of  
Concessional Loan Department

on behalf of  
The Ministry of Finance and Economic  
Planning of Rwanda

on behalf of  
The Export-Import Bank of China

**Official Gazette n° Special of 29/09/2016**

Bibonywe ngo bishyirwe ku mugereka w'Iteka rya Perezida n°19/01 ryo ku wa 27/09/2016 ryemeza burundu amazezerano y'inguzanyo yashyiriweho umukono i Beijing mu bushinwa ku wa 29 Nyakanga 2016, hagati ya Repubulika y'u Rwanda na Banki y'Ubushinwa y'Ubucuruzi bw'Ibyinjira n'Ibisohoka mu Gihugu, yerekeranye n'inguzanyo ingana na miliyoni magana ane n'ibihumbi mirongo inani n'umunani za yuan (¥ 488,000,000) agenewe umushinga wo gutunganya imihanda yomujyi wa Kigali

Kigali, ku wa 27/09/2016

(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

Seen to be annexed to the Presidential Order n° 19/01 of 27/09/2016 ratifying the loan agreement signed in Beijing, China on 29 July 2016, between the Republic of Rwanda and the Export-Import Bank of China relating to the loan of four hundred eighty eight million yuan (¥ 488,000,000) for Kigali urban road upgrading project

Kigali, on 27/09/2016

(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° 19/01 du 27/09/2016 ratifiant l'accord de prêt signé à Beijing, en Chine le 29 juillet 2016, entre la République du Rwanda et la Banque d'Import-Export de Chine, relatif au prêt de quatre cent quatre-vingt-huit millions yuan (¥ 488,000,000) pour le projet d'amélioration des routes urbaines de Kigali

Kigali, le 27/09/2016

(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

**Official Gazette n° Special of 29/09/2016**

**ITEKA RYA PEREZIDA N°20/01 RYO KU  
WA 27/09/2016 RYEMEZA BURUNDU  
AMASEZERANO Y'I PARIS  
ASHAMIKIYE KU MASEZERANO  
Y'UMURYANGO W'ABIBUMBYE  
YEREKEYE IMIHINDAGURIKIRE  
Y'IBIHE, YEMEREJWE I PARIS, MU  
BUFARANSÀ, KU WA 12 UKUBOZA 2015**

**PRESIDENTIAL ORDER N°20/01 OF  
27/09/2016 RATIFYING PARIS  
AGREEMENT TO THE UNITED  
NATIONS FRAMEWORK CONVENTION  
ON CLIMATE CHANGE, ADOPTED IN  
PARIS, FRANCE, ON 12 DECEMBER  
2015**

**ARRETE PRESIDENTIEL N°20/01. DU  
27/09/2016 PORTANT RATIFICATION  
DE L'ACCORD DE PARIS A LA  
CONVENTION CADRE SUR LES  
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ADOPTÉ A PARIS, France, LE 12  
DECEMBRE 2015**

**ISHAKIRO**

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**Official Gazette n° Special of 29/09/2016**

**ITEKA RYA PEREZIDA N° 20/01 RYO KU WA 27/09/2016 RYEMEZA BURUNDU AMASEZERANO Y'I PARIS ASHAMIKIYE KU MASEZERANO Y'UMURYANGO W'ABIBUMBYE YEREKEYE IMIHINDAGURIKIRE Y'IBIHE, YEMEREJWE I PARIS, MU BUFARANSÀ, KU WA 12 UKUBOZA 2015**

**PRESIDENTIAL ORDER N°20/01 OF 27/09/2016 RATIFYING PARIS AGREEMENT TO THE UNITED NATIONS FRAMEWORK CONVENTION ON CLIMATE CHANGE, ADOPTED IN PARIS, FRANCE, ON 12 DECEMBER 2015**

**ARRETE PRESIDENTIEL N°20/01 DU 27/09/2016 PORTANT RATIFICATION DE L'ACCORD DE PARIS A LA CONVENTION CADRE SUR LES CHANGEMENTS CLIMATIQUES, ADOPTE A PARIS, FRANCE, LE 12 DECEMBRE 2015**

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

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

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

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'ya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in articles 112, 120, 122, 167, 168 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;

Tumaze kubona Amasezerano y'i Paris ashamikiye ku Masezerano y'Umuryango w'Abibumbye yerekeye Imihindagurikire y'Ibihe, yemerejwe i Paris, mu Bufaransa, ku wa 12 Ukuboza 2015;

Having considered of the Paris Agreement to the United Nations Framework Convention on Climate Change, adopted in Paris, France, on 12 December 2015;

Considérant l'Accord de Paris à la Convention Cadre des Nations Unies sur les Changements Climatiques, adopté à Paris, France, le 12 décembre 2015;

Bisanzwe na Minisitiri w'Umutungo Kamere;

On proposal by the Minister of Natural Resources;

Sur proposition du Ministre des Ressources Naturelles ;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After Consideration and approval by the Cabinet;

Après examen et adoption par le Conseil des Ministres ;

**TWATEGETSE KANDI DUTEGETSE:**

**HAVE ORDERED AND HEREBY ORDER:**

**AVONS ARRETE ET ARRETONS:**



**Official Gazette n° Special of 29/09/2016**

**Ingingo ya mbere: Kwemeza burundu**

Amasezerano y'i Paris ashamikiye ku Masezerano y'Umuryango w'Abibumbye yerekeye Imihindagurikire y'Ibihe, yemerejwe i Paris, mu Bufaransa, ku wa 12 Ukuboza 2015, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

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

Minisitiri w'Intebe, Minisitiri w'Umutungo Kamere na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane bashinzwe gushyira mu bikorwa iri teka.

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

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

Kigali, ku wa **27/09/2016**

**Article one : Ratification**

The Paris Agreement to the United Nations Framework Convention on Climate Change, adopted in Paris, France, on 12 December 2015, annexed to this Order is ratified and becomes fully effective.

**Article 2: Authorities responsible for implementation of this order**

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

**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 **27/09/2016**

**Article premier: Ratification**

L'Accord de Paris à la Convention Cadre des Nations Unies sur les Changements Climatiques, adopté à Paris, France, le 12 décembre 2015, annexé au présent arrêté est ratifié et sort son plein et entier effet.

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

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

**Article 3: Entrée en vigueur**

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

Kigali, le **27/09/2016**

**Official Gazette n° Special of 29/09/2016**

**(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 Johnson**  
Minisitiri w'Ubutabera/ Intumwa Nkuru ya  
Leta

**(sé)**

**BUSINGYE Johnson**  
Minister of Justice/ Attorney General

**(sé)**

**BUSINGYE Johnson**  
Ministre de la Justice/ Garde des Sceaux

***Official Gazette n° Special of 29/09/2016***

**UMUGEREKA W'ITEKA RYA  
PEREZIDA N°20/01 RYO KU WA  
27/09/2016 RYEMEZA BURUNDU  
AMASEZERANO Y'I PARIS  
ASHAMIKIYE KU MASEZERANO  
Y'UMURYANGO W'ABIBUMBYE  
YEREKEYE IMIHINDAGURIKIRE  
Y'IBIHE, YEMEREJWE I PARIS, MU  
BUFARANSÀ, KU WA 12 UKUBOZA 2015**

**ANNEX TO PRESIDENTIAL ORDER  
N°20/01 OF 27/09/2016 RATIFYING  
PARIS AGREEMENT TO THE UNITED  
NATIONS FRAMEWORK  
CONVENTION ON CLIMATE CHANGE,  
ADOPTED IN PARIS, FRANCE, ON 12  
DECEMBER 2015**

**ANNEXE A L'ARRETE PRESIDENTIEL  
N°20/01 DU 27/09/2016 PORTANT  
RATIFICATION DE L'ACCORD DE  
PARIS A LA CONVENTION CADRE SUR  
LES CHANGEMENTS CLIMATIQUES,  
ADOPTÉ A PARIS, FRANCE, LE 12  
DECEMBRE 2015**

## **PARIS AGREEMENT**



**UNITED NATIONS**  
**2015**

## PARIS AGREEMENT

*The Parties to this Agreement,*

*Being Parties to the United Nations Framework Convention on Climate Change, hereinafter referred to as “the Convention”,*

*Pursuant to the Durban Platform for Enhanced Action established by decision 1/CP.17 of the Conference of the Parties to the Convention at its seventeenth session,*

*In pursuit of the objective of the Convention, and being guided by its principles, including the principle of equity and common but differentiated responsibilities and respective capabilities, in the light of different national circumstances,*

*Recognizing the need for an effective and progressive response to the urgent threat of climate change on the basis of the best available scientific knowledge,*

*Also recognizing the specific needs and special circumstances of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change, as provided for in the Convention,*

*Taking full account of the specific needs and special situations of the least developed countries with regard to funding and transfer of technology,*

*Recognizing that Parties may be affected not only by climate change, but also by the impacts of the measures taken in response to it,*

*Emphasizing the intrinsic relationship that climate change actions, responses and impacts have with equitable access to sustainable development and eradication of poverty,*

*Recognizing the fundamental priority of safeguarding food security and ending hunger, and the particular vulnerabilities of food production systems to the adverse impacts of climate change,*

*Taking into account* the imperatives of a just transition of the workforce and the creation of decent work and quality jobs in accordance with nationally defined development priorities,

*Acknowledging* that climate change is a common concern of humankind, Parties should, when taking action to address climate change, respect, promote and consider their respective obligations on human rights, the right to health, the rights of indigenous peoples, local communities, migrants, children, persons with disabilities and people in vulnerable situations and the right to development, as well as gender equality, empowerment of women and intergenerational equity,

*Recognizing* the importance of the conservation and enhancement, as appropriate, of sinks and reservoirs of the greenhouse gases referred to in the Convention,

*Noting* the importance of ensuring the integrity of all ecosystems, including oceans, and the protection of biodiversity, recognized by some cultures as Mother Earth, and noting the importance for some of the concept of “climate justice”, when taking action to address climate change,

*Affirming* the importance of education, training, public awareness, public participation, public access to information and cooperation at all levels on the matters addressed in this Agreement,

*Recognizing* the importance of the engagements of all levels of government and various actors, in accordance with respective national legislations of Parties, in addressing climate change,

*Also recognizing* that sustainable lifestyles and sustainable patterns of consumption and production, with developed country Parties taking the lead, play an important role in addressing climate change,

*Have agreed as follows:*

## **Article 1**

For the purpose of this Agreement, the definitions contained in Article 1 of the Convention shall apply. In addition:

(a) “Convention” means the United Nations Framework Convention on Climate Change, adopted in New York on 9 May 1992;

(b) “Conference of the Parties” means the Conference of the Parties to the Convention;

(c) “Party” means a Party to this Agreement.

## **Article 2**

1. This Agreement, in enhancing the implementation of the Convention, including its objective, aims to strengthen the global response to the threat of climate change, in the context of sustainable development and efforts to eradicate poverty, including by:

(a) Holding the increase in the global average temperature to well below 2°C above pre-industrial levels and pursuing efforts to limit the temperature increase to 1.5°C above pre-industrial levels, recognizing that this would significantly reduce the risks and impacts of climate change;

(b) Increasing the ability to adapt to the adverse impacts of climate change and foster climate resilience and low greenhouse gas emissions development, in a manner that does not threaten food production; and

(c) Making finance flows consistent with a pathway towards low greenhouse gas emissions and climate-resilient development.

2. This Agreement will be implemented to reflect equity and the principle of common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.

## **Article 3**

As nationally determined contributions to the global response to climate change, all Parties are to undertake and communicate ambitious efforts as defined in Articles 4, 7, 9, 10, 11 and 13 with the view to achieving the purpose of this Agreement as set out in Article 2. The efforts of all Parties will represent a progression over time, while recognizing the need to support developing country Parties for the effective implementation of this Agreement.

#### Article 4

1. In order to achieve the long-term temperature goal set out in Article 2, Parties aim to reach global peaking of greenhouse gas emissions as soon as possible, recognizing that peaking will take longer for developing country Parties, and to undertake rapid reductions thereafter in accordance with best available science, so as to achieve a balance between anthropogenic emissions by sources and removals by sinks of greenhouse gases in the second half of this century, on the basis of equity, and in the context of sustainable development and efforts to eradicate poverty.
2. Each Party shall prepare, communicate and maintain successive nationally determined contributions that it intends to achieve. Parties shall pursue domestic mitigation measures, with the aim of achieving the objectives of such contributions.
3. Each Party's successive nationally determined contribution will represent a progression beyond the Party's then current nationally determined contribution and reflect its highest possible ambition, reflecting its common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.
4. Developed country Parties should continue taking the lead by undertaking economy-wide absolute emission reduction targets. Developing country Parties should continue enhancing their mitigation efforts, and are encouraged to move over time towards economy-wide emission reduction or limitation targets in the light of different national circumstances.
5. Support shall be provided to developing country Parties for the implementation of this Article, in accordance with Articles 9, 10 and 11, recognizing that enhanced support for developing country Parties will allow for higher ambition in their actions.
6. The least developed countries and small island developing States may prepare and communicate strategies, plans and actions for low greenhouse gas emissions development reflecting their special circumstances.
7. Mitigation co-benefits resulting from Parties' adaptation actions and/or economic diversification plans can contribute to mitigation outcomes under this Article.



8. In communicating their nationally determined contributions, all Parties shall provide the information necessary for clarity, transparency and understanding in accordance with decision 1/CP.21 and any relevant decisions of the Conference of the Parties serving as the meeting of the Parties to this Agreement.

9. Each Party shall communicate a nationally determined contribution every five years in accordance with decision 1/CP.21 and any relevant decisions of the Conference of the Parties serving as the meeting of the Parties to this Agreement and be informed by the outcomes of the global stocktake referred to in Article 14.

10. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall consider common time frames for nationally determined contributions at its first session.

11. A Party may at any time adjust its existing nationally determined contribution with a view to enhancing its level of ambition, in accordance with guidance adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

12. Nationally determined contributions communicated by Parties shall be recorded in a public registry maintained by the secretariat.

13. Parties shall account for their nationally determined contributions. In accounting for anthropogenic emissions and removals corresponding to their nationally determined contributions, Parties shall promote environmental integrity, transparency, accuracy, completeness, comparability and consistency, and ensure the avoidance of double counting, in accordance with guidance adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

14. In the context of their nationally determined contributions, when recognizing and implementing mitigation actions with respect to anthropogenic emissions and removals, Parties should take into account, as appropriate, existing methods and guidance under the Convention, in the light of the provisions of paragraph 13 of this Article.

15. Parties shall take into consideration in the implementation of this Agreement the concerns of Parties with economies most affected by the impacts of response measures, particularly developing country Parties.

16. Parties, including regional economic integration organizations and their member States, that have reached an agreement to act jointly under paragraph 2 of this Article shall notify the secretariat of the terms of that agreement, including the emission level allocated to each Party within the relevant time period, when they communicate their nationally determined contributions. The secretariat shall in turn inform the Parties and signatories to the Convention of the terms of that agreement.

17. Each party to such an agreement shall be responsible for its emission level as set out in the agreement referred to in paragraph 16 of this Article in accordance with paragraphs 13 and 14 of this Article and Articles 13 and 15.

18. If Parties acting jointly do so in the framework of, and together with, a regional economic integration organization which is itself a Party to this Agreement, each member State of that regional economic integration organization individually, and together with the regional economic integration organization, shall be responsible for its emission level as set out in the agreement communicated under paragraph 16 of this Article in accordance with paragraphs 13 and 14 of this Article and Articles 13 and 15.

19. All Parties should strive to formulate and communicate long-term low greenhouse gas emission development strategies, mindful of Article 2 taking into account their common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.

## **Article 5**

1. Parties should take action to conserve and enhance, as appropriate, sinks and reservoirs of greenhouse gases as referred to in Article 4, paragraph 1 (d), of the Convention, including forests.

2. Parties are encouraged to take action to implement and support, including through results-based payments, the existing framework as set out in related guidance and decisions already agreed under the Convention for: policy approaches and positive incentives for activities relating to reducing emissions from deforestation and forest degradation, and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries; and alternative policy approaches, such as joint mitigation and adaptation approaches for the integral and sustainable management of forests, while reaffirming the importance of incentivizing, as appropriate, non-carbon benefits associated with such approaches.

## Article 6

1. Parties recognize that some Parties choose to pursue voluntary cooperation in the implementation of their nationally determined contributions to allow for higher ambition in their mitigation and adaptation actions and to promote sustainable development and environmental integrity.

2. Parties shall, where engaging on a voluntary basis in cooperative approaches that involve the use of internationally transferred mitigation outcomes towards nationally determined contributions, promote sustainable development and ensure environmental integrity and transparency, including in governance, and shall apply robust accounting to ensure, inter alia, the avoidance of double counting, consistent with guidance adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

3. The use of internationally transferred mitigation outcomes to achieve nationally determined contributions under this Agreement shall be voluntary and authorized by participating Parties.

4. A mechanism to contribute to the mitigation of greenhouse gas emissions and support sustainable development is hereby established under the authority and guidance of the Conference of the Parties serving as the meeting of the Parties to this Agreement for use by Parties on a voluntary basis. It shall be supervised by a body designated by the Conference of the Parties serving as the meeting of the Parties to this Agreement, and shall aim:

(a) To promote the mitigation of greenhouse gas emissions while fostering sustainable development;

(b) To incentivize and facilitate participation in the mitigation of greenhouse gas emissions by public and private entities authorized by a Party;

(c) To contribute to the reduction of emission levels in the host Party, which will benefit from mitigation activities resulting in emission reductions that can also be used by another Party to fulfil its nationally determined contribution; and

(d) To deliver an overall mitigation in global emissions.

5. Emission reductions resulting from the mechanism referred to in paragraph 4 of this Article shall not be used to demonstrate achievement of the host Party's nationally determined contribution if used by another Party to demonstrate achievement of its nationally determined contribution.

6. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall ensure that a share of the proceeds from activities under the mechanism referred to in paragraph 4 of this Article is used to cover administrative expenses as well as to assist developing country Parties that are particularly vulnerable to the adverse effects of climate change to meet the costs of adaptation.

7. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall adopt rules, modalities and procedures for the mechanism referred to in paragraph 4 of this Article at its first session.

8. Parties recognize the importance of integrated, holistic and balanced non-market approaches being available to Parties to assist in the implementation of their nationally determined contributions, in the context of sustainable development and poverty eradication, in a coordinated and effective manner, including through, inter alia, mitigation, adaptation, finance, technology transfer and capacity-building, as appropriate. These approaches shall aim to:

(a) Promote mitigation and adaptation ambition;

(b) Enhance public and private sector participation in the implementation of nationally determined contributions; and

(c) Enable opportunities for coordination across instruments and relevant institutional arrangements.

9. A framework for non-market approaches to sustainable development is hereby defined to promote the non-market approaches referred to in paragraph 8 of this Article.

## Article 7

1. Parties hereby establish the global goal on adaptation of enhancing adaptive capacity, strengthening resilience and reducing vulnerability to climate change, with a view to contributing to sustainable development and ensuring an adequate adaptation response in the context of the temperature goal referred to in Article 2.
2. Parties recognize that adaptation is a global challenge faced by all with local, subnational, national, regional and international dimensions, and that it is a key component of and makes a contribution to the long-term global response to climate change to protect people, livelihoods and ecosystems, taking into account the urgent and immediate needs of those developing country Parties that are particularly vulnerable to the adverse effects of climate change.
3. The adaptation efforts of developing country Parties shall be recognized, in accordance with the modalities to be adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement at its first session.
4. Parties recognize that the current need for adaptation is significant and that greater levels of mitigation can reduce the need for additional adaptation efforts, and that greater adaptation needs can involve greater adaptation costs.
5. Parties acknowledge that adaptation action should follow a country-driven, gender-responsive, participatory and fully transparent approach, taking into consideration vulnerable groups, communities and ecosystems, and should be based on and guided by the best available science and, as appropriate, traditional knowledge, knowledge of indigenous peoples and local knowledge systems, with a view to integrating adaptation into relevant socioeconomic and environmental policies and actions, where appropriate.
6. Parties recognize the importance of support for and international cooperation on adaptation efforts and the importance of taking into account the needs of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change.
7. Parties should strengthen their cooperation on enhancing action on adaptation, taking into account the Cancun Adaptation Framework, including with regard to:

(a) Sharing information, good practices, experiences and lessons learned, including, as appropriate, as these relate to science, planning, policies and implementation in relation to adaptation actions;

(b) Strengthening institutional arrangements, including those under the Convention that serve this Agreement, to support the synthesis of relevant information and knowledge, and the provision of technical support and guidance to Parties;

(c) Strengthening scientific knowledge on climate, including research, systematic observation of the climate system and early warning systems, in a manner that informs climate services and supports decision-making;

(d) Assisting developing country Parties in identifying effective adaptation practices, adaptation needs, priorities, support provided and received for adaptation actions and efforts, and challenges and gaps, in a manner consistent with encouraging good practices; and

(e) Improving the effectiveness and durability of adaptation actions.

8. United Nations specialized organizations and agencies are encouraged to support the efforts of Parties to implement the actions referred to in paragraph 7 of this Article, taking into account the provisions of paragraph 5 of this Article.

9. Each Party shall, as appropriate, engage in adaptation planning processes and the implementation of actions, including the development or enhancement of relevant plans, policies and/or contributions, which may include:

(a) The implementation of adaptation actions, undertakings and/or efforts;

(b) The process to formulate and implement national adaptation plans;

(c) The assessment of climate change impacts and vulnerability, with a view to formulating nationally determined prioritized actions, taking into account vulnerable people, places and ecosystems;

(d) Monitoring and evaluating and learning from adaptation plans, policies, programmes and actions; and



(e) Building the resilience of socioeconomic and ecological systems, including through economic diversification and sustainable management of natural resources.

10. Each Party should, as appropriate, submit and update periodically an adaptation communication, which may include its priorities, implementation and support needs, plans and actions, without creating any additional burden for developing country Parties.

11. The adaptation communication referred to in paragraph 10 of this Article shall be, as appropriate, submitted and updated periodically, as a component of or in conjunction with other communications or documents, including a national adaptation plan, a nationally determined contribution as referred to in Article 4, paragraph 2, and/or a national communication.

12. The adaptation communications referred to in paragraph 10 of this Article shall be recorded in a public registry maintained by the secretariat.

13. Continuous and enhanced international support shall be provided to developing country Parties for the implementation of paragraphs 7, 9, 10 and 11 of this Article, in accordance with the provisions of Articles 9, 10 and 11.

14. The global stocktake referred to in Article 14 shall, inter alia:

(a) Recognize adaptation efforts of developing country Parties;

(b) Enhance the implementation of adaptation action taking into account the adaptation communication referred to in paragraph 10 of this Article;

(c) Review the adequacy and effectiveness of adaptation and support provided for adaptation; and

(d) Review the overall progress made in achieving the global goal on adaptation referred to in paragraph 1 of this Article.

## Article 8

1. Parties recognize the importance of averting, minimizing and addressing loss and damage associated with the adverse effects of climate change, including extreme weather events and slow onset events, and the role of sustainable development in reducing the risk of loss and damage.

2. The Warsaw International Mechanism for Loss and Damage associated with Climate Change Impacts shall be subject to the authority and guidance of the Conference of the Parties serving as the meeting of the Parties to this Agreement and may be enhanced and strengthened, as determined by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

3. Parties should enhance understanding, action and support, including through the Warsaw International Mechanism, as appropriate, on a cooperative and facilitative basis with respect to loss and damage associated with the adverse effects of climate change.

4. Accordingly, areas of cooperation and facilitation to enhance understanding, action and support may include:

- (a) Early warning systems;
- (b) Emergency preparedness;
- (c) Slow onset events;
- (d) Events that may involve irreversible and permanent loss and damage;
- (e) Comprehensive risk assessment and management;
- (f) Risk insurance facilities, climate risk pooling and other insurance solutions;
- (g) Non-economic losses; and
- (h) Resilience of communities, livelihoods and ecosystems.



5. The Warsaw International Mechanism shall collaborate with existing bodies and expert groups under the Agreement, as well as relevant organizations and expert bodies outside the Agreement.

## **Article 9**

1. Developed country Parties shall provide financial resources to assist developing country Parties with respect to both mitigation and adaptation in continuation of their existing obligations under the Convention.

2. Other Parties are encouraged to provide or continue to provide such support voluntarily.

3. As part of a global effort, developed country Parties should continue to take the lead in mobilizing climate finance from a wide variety of sources, instruments and channels, noting the significant role of public funds, through a variety of actions, including supporting country-driven strategies, and taking into account the needs and priorities of developing country Parties. Such mobilization of climate finance should represent a progression beyond previous efforts.

4. The provision of scaled-up financial resources should aim to achieve a balance between adaptation and mitigation, taking into account country-driven strategies, and the priorities and needs of developing country Parties, especially those that are particularly vulnerable to the adverse effects of climate change and have significant capacity constraints, such as the least developed countries and small island developing States, considering the need for public and grant-based resources for adaptation.

5. Developed country Parties shall biennially communicate indicative quantitative and qualitative information related to paragraphs 1 and 3 of this Article, as applicable, including, as available, projected levels of public financial resources to be provided to developing country Parties. Other Parties providing resources are encouraged to communicate biennially such information on a voluntary basis.

6. The global stocktake referred to in Article 14 shall take into account the relevant information provided by developed country Parties and/or Agreement bodies on efforts related to climate finance.

7. Developed country Parties shall provide transparent and consistent information on support for developing country Parties provided and mobilized through public interventions biennially in accordance with the modalities, procedures and guidelines to be adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement, at its first session, as stipulated in Article 13, paragraph 13. Other Parties are encouraged to do so.

8. The Financial Mechanism of the Convention, including its operating entities, shall serve as the financial mechanism of this Agreement.

9. The institutions serving this Agreement, including the operating entities of the Financial Mechanism of the Convention, shall aim to ensure efficient access to financial resources through simplified approval procedures and enhanced readiness support for developing country Parties, in particular for the least developed countries and small island developing States, in the context of their national climate strategies and plans.

#### **Article 10**

1. Parties share a long-term vision on the importance of fully realizing technology development and transfer in order to improve resilience to climate change and to reduce greenhouse gas emissions.

2. Parties, noting the importance of technology for the implementation of mitigation and adaptation actions under this Agreement and recognizing existing technology deployment and dissemination efforts, shall strengthen cooperative action on technology development and transfer.

3. The Technology Mechanism established under the Convention shall serve this Agreement.

4. A technology framework is hereby established to provide overarching guidance to the work of the Technology Mechanism in promoting and facilitating enhanced action on technology development and transfer in order to support the implementation of this Agreement, in pursuit of the long-term vision referred to in paragraph 1 of this Article.

5. Accelerating, encouraging and enabling innovation is critical for an effective, long-term global response to climate change and promoting economic growth and sustainable development. Such effort shall be, as appropriate, supported, including by the Technology Mechanism and, through financial means, by the Financial Mechanism of the Convention, for collaborative approaches to research and development, and facilitating access to technology, in particular for early stages of the technology cycle, to developing country Parties.

6. Support, including financial support, shall be provided to developing country Parties for the implementation of this Article, including for strengthening cooperative action on technology development and transfer at different stages of the technology cycle, with a view to achieving a balance between support for mitigation and adaptation. The global stocktake referred to in Article 14 shall take into account available information on efforts related to support on technology development and transfer for developing country Parties.

## **Article 11**

1. Capacity-building under this Agreement should enhance the capacity and ability of developing country Parties, in particular countries with the least capacity, such as the least developed countries, and those that are particularly vulnerable to the adverse effects of climate change, such as small island developing States, to take effective climate change action, including, inter alia, to implement adaptation and mitigation actions, and should facilitate technology development, dissemination and deployment, access to climate finance, relevant aspects of education, training and public awareness, and the transparent, timely and accurate communication of information.

2. Capacity-building should be country-driven, based on and responsive to national needs, and foster country ownership of Parties, in particular, for developing country Parties, including at the national, subnational and local levels. Capacity-building should be guided by lessons learned, including those from capacity-building activities under the Convention, and should be an effective, iterative process that is participatory, cross-cutting and gender-responsive.

3. All Parties should cooperate to enhance the capacity of developing country Parties to implement this Agreement. Developed country Parties should enhance support for capacity-building actions in developing country Parties.

4. All Parties enhancing the capacity of developing country Parties to implement this Agreement, including through regional, bilateral and multilateral approaches, shall regularly communicate on these actions or measures on capacity-building. Developing country Parties should regularly communicate progress made on implementing capacity-building plans, policies, actions or measures to implement this Agreement.

5. Capacity-building activities shall be enhanced through appropriate institutional arrangements to support the implementation of this Agreement, including the appropriate institutional arrangements established under the Convention that serve this Agreement. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall, at its first session, consider and adopt a decision on the initial institutional arrangements for capacity-building.

## **Article 12**

Parties shall cooperate in taking measures, as appropriate, to enhance climate change education, training, public awareness, public participation and public access to information, recognizing the importance of these steps with respect to enhancing actions under this Agreement.

## **Article 13**

1. In order to build mutual trust and confidence and to promote effective implementation, an enhanced transparency framework for action and support, with built-in flexibility which takes into account Parties' different capacities and builds upon collective experience is hereby established.

2. The transparency framework shall provide flexibility in the implementation of the provisions of this Article to those developing country Parties that need it in the light of their capacities. The modalities, procedures and guidelines referred to in paragraph 13 of this Article shall reflect such flexibility.

3. The transparency framework shall build on and enhance the transparency arrangements under the Convention, recognizing the special circumstances of the least developed countries and small island developing States, and be implemented in a facilitative, non-intrusive, non-punitive manner, respectful of national sovereignty, and avoid placing undue burden on Parties.

4. The transparency arrangements under the Convention, including national communications, biennial reports and biennial update reports, international assessment and review and international consultation and analysis, shall form part of the experience drawn upon for the development of the modalities, procedures and guidelines under paragraph 13 of this Article.

5. The purpose of the framework for transparency of action is to provide a clear understanding of climate change action in the light of the objective of the Convention as set out in its Article 2, including clarity and tracking of progress towards achieving Parties' individual nationally determined contributions under Article 4, and Parties' adaptation actions under Article 7, including good practices, priorities, needs and gaps, to inform the global stocktake under Article 14.

6. The purpose of the framework for transparency of support is to provide clarity on support provided and received by relevant individual Parties in the context of climate change actions under Articles 4, 7, 9, 10 and 11, and, to the extent possible, to provide a full overview of aggregate financial support provided, to inform the global stocktake under Article 14.

7. Each Party shall regularly provide the following information:

(a) A national inventory report of anthropogenic emissions by sources and removals by sinks of greenhouse gases, prepared using good practice methodologies accepted by the Intergovernmental Panel on Climate Change and agreed upon by the Conference of the Parties serving as the meeting of the Parties to this Agreement; and

(b) Information necessary to track progress made in implementing and achieving its nationally determined contribution under Article 4.

8. Each Party should also provide information related to climate change impacts and adaptation under Article 7, as appropriate.

9. Developed country Parties shall, and other Parties that provide support should, provide information on financial, technology transfer and capacity-building support provided to developing country Parties under Articles 9, 10 and 11.



10. Developing country Parties should provide information on financial, technology transfer and capacity-building support needed and received under Articles 9, 10 and 11.

11. Information submitted by each Party under paragraphs 7 and 9 of this Article shall undergo a technical expert review, in accordance with decision 1/CP.21. For those developing country Parties that need it in the light of their capacities, the review process shall include assistance in identifying capacity-building needs. In addition, each Party shall participate in a facilitative, multilateral consideration of progress with respect to efforts under Article 9, and its respective implementation and achievement of its nationally determined contribution.

12. The technical expert review under this paragraph shall consist of a consideration of the Party's support provided, as relevant, and its implementation and achievement of its nationally determined contribution. The review shall also identify areas of improvement for the Party, and include a review of the consistency of the information with the modalities, procedures and guidelines referred to in paragraph 13 of this Article, taking into account the flexibility accorded to the Party under paragraph 2 of this Article. The review shall pay particular attention to the respective national capabilities and circumstances of developing country Parties.

13. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall, at its first session, building on experience from the arrangements related to transparency under the Convention, and elaborating on the provisions in this Article, adopt common modalities, procedures and guidelines, as appropriate, for the transparency of action and support.

14. Support shall be provided to developing countries for the implementation of this Article.

15. Support shall also be provided for the building of transparency-related capacity of developing country Parties on a continuous basis.

#### **Article 14**

1. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall periodically take stock of the implementation of this Agreement to assess the collective progress towards achieving the purpose of this Agreement and its long-term goals (referred to as the "global stocktake"). It shall do so in a comprehensive and facilitative manner, considering mitigation, adaptation and the

means of implementation and support, and in the light of equity and the best available science.

2. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall undertake its first global stocktake in 2023 and every five years thereafter unless otherwise decided by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

3. The outcome of the global stocktake shall inform Parties in updating and enhancing, in a nationally determined manner, their actions and support in accordance with the relevant provisions of this Agreement, as well as in enhancing international cooperation for climate action.

#### **Article 15**

1. A mechanism to facilitate implementation of and promote compliance with the provisions of this Agreement is hereby established.

2. The mechanism referred to in paragraph 1 of this Article shall consist of a committee that shall be expert-based and facilitative in nature and function in a manner that is transparent, non-adversarial and non-punitive. The committee shall pay particular attention to the respective national capabilities and circumstances of Parties.

3. The committee shall operate under the modalities and procedures adopted by the Conference of the Parties serving as the meeting of the Parties to this Agreement at its first session and report annually to the Conference of the Parties serving as the meeting of the Parties to this Agreement.

#### **Article 16**

1. The Conference of the Parties, the supreme body of the Convention, shall serve as the meeting of the Parties to this Agreement.

2. Parties to the Convention that are not Parties to this Agreement may participate as observers in the proceedings of any session of the Conference of the Parties serving as the meeting of the Parties to this Agreement. When the Conference of the Parties serves as the meeting of the Parties to this Agreement, decisions under this Agreement shall be taken only by those that are Parties to this Agreement.

3. When the Conference of the Parties serves as the meeting of the Parties to this Agreement, any member of the Bureau of the Conference of the Parties representing a Party to the Convention but, at that time, not a Party to this Agreement, shall be replaced by an additional member to be elected by and from amongst the Parties to this Agreement.

4. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall keep under regular review the implementation of this Agreement and shall make, within its mandate, the decisions necessary to promote its effective implementation. It shall perform the functions assigned to it by this Agreement and shall:

(a) Establish such subsidiary bodies as deemed necessary for the implementation of this Agreement; and

(b) Exercise such other functions as may be required for the implementation of this Agreement.

5. The rules of procedure of the Conference of the Parties and the financial procedures applied under the Convention shall be applied *mutatis mutandis* under this Agreement, except as may be otherwise decided by consensus by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

6. The first session of the Conference of the Parties serving as the meeting of the Parties to this Agreement shall be convened by the secretariat in conjunction with the first session of the Conference of the Parties that is scheduled after the date of entry into force of this Agreement. Subsequent ordinary sessions of the Conference of the Parties serving as the meeting of the Parties to this Agreement shall be held in conjunction with ordinary sessions of the Conference of the Parties, unless otherwise decided by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

7. Extraordinary sessions of the Conference of the Parties serving as the meeting of the Parties to this Agreement shall be held at such other times as may be deemed necessary by the Conference of the Parties serving as the meeting of the Parties to this Agreement or at the written request of any Party, provided that, within six months of the request being communicated to the Parties by the secretariat, it is supported by at least one third of the Parties.



8. The United Nations and its specialized agencies and the International Atomic Energy Agency, as well as any State member thereof or observers thereto not party to the Convention, may be represented at sessions of the Conference of the Parties serving as the meeting of the Parties to this Agreement as observers. Any body or agency, whether national or international, governmental or non-governmental, which is qualified in matters covered by this Agreement and which has informed the secretariat of its wish to be represented at a session of the Conference of the Parties serving as the meeting of the Parties to this Agreement as an observer, may be so admitted unless at least one third of the Parties present object. The admission and participation of observers shall be subject to the rules of procedure referred to in paragraph 5 of this Article.

### **Article 17**

1. The secretariat established by Article 8 of the Convention shall serve as the secretariat of this Agreement.

2. Article 8, paragraph 2, of the Convention on the functions of the secretariat, and Article 8, paragraph 3, of the Convention, on the arrangements made for the functioning of the secretariat, shall apply *mutatis mutandis* to this Agreement. The secretariat shall, in addition, exercise the functions assigned to it under this Agreement and by the Conference of the Parties serving as the meeting of the Parties to this Agreement.

### **Article 18**

1. The Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation established by Articles 9 and 10 of the Convention shall serve, respectively, as the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of this Agreement. The provisions of the Convention relating to the functioning of these two bodies shall apply *mutatis mutandis* to this Agreement. Sessions of the meetings of the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of this Agreement shall be held in conjunction with the meetings of, respectively, the Subsidiary Body for Scientific and Technological Advice and the Subsidiary Body for Implementation of the Convention.

2. Parties to the Convention that are not Parties to this Agreement may participate as observers in the proceedings of any session of the subsidiary bodies. When the subsidiary bodies serve as the subsidiary bodies of this Agreement, decisions under this Agreement shall be taken only by those that are Parties to this Agreement.

3. When the subsidiary bodies established by Articles 9 and 10 of the Convention exercise their functions with regard to matters concerning this Agreement, any member of the bureaux of those subsidiary bodies representing a Party to the Convention but, at that time, not a Party to this Agreement, shall be replaced by an additional member to be elected by and from amongst the Parties to this Agreement.

#### **Article 19**

1. Subsidiary bodies or other institutional arrangements established by or under the Convention, other than those referred to in this Agreement, shall serve this Agreement upon a decision of the Conference of the Parties serving as the meeting of the Parties to this Agreement. The Conference of the Parties serving as the meeting of the Parties to this Agreement shall specify the functions to be exercised by such subsidiary bodies or arrangements.

2. The Conference of the Parties serving as the meeting of the Parties to this Agreement may provide further guidance to such subsidiary bodies and institutional arrangements.

#### **Article 20**

1. This Agreement shall be open for signature and subject to ratification, acceptance or approval by States and regional economic integration organizations that are Parties to the Convention. It shall be open for signature at the United Nations Headquarters in New York from 22 April 2016 to 21 April 2017. Thereafter, this Agreement shall be open for accession from the day following the date on which it is closed for signature. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary.

2. Any regional economic integration organization that becomes a Party to this Agreement without any of its member States being a Party shall be bound by all the obligations under this Agreement. In the case of regional economic integration organizations with one or more member States that are Parties to this Agreement,

the organization and its member States shall decide on their respective responsibilities for the performance of their obligations under this Agreement. In such cases, the organization and the member States shall not be entitled to exercise rights under this Agreement concurrently.

3. In their instruments of ratification, acceptance, approval or accession, regional economic integration organizations shall declare the extent of their competence with respect to the matters governed by this Agreement. These organizations shall also inform the Depositary, who shall in turn inform the Parties, of any substantial modification in the extent of their competence.

## Article 21

1. This Agreement shall enter into force on the thirtieth day after the date on which at least 55 Parties to the Convention accounting in total for at least an estimated 55 per cent of the total global greenhouse gas emissions have deposited their instruments of ratification, acceptance, approval or accession.

2. Solely for the limited purpose of paragraph 1 of this Article, “total global greenhouse gas emissions” means the most up-to-date amount communicated on or before the date of adoption of this Agreement by the Parties to the Convention.

3. For each State or regional economic integration organization that ratifies, accepts or approves this Agreement or accedes thereto after the conditions set out in paragraph 1 of this Article for entry into force have been fulfilled, this Agreement shall enter into force on the thirtieth day after the date of deposit by such State or regional economic integration organization of its instrument of ratification, acceptance, approval or accession.

4. For the purposes of paragraph 1 of this Article, any instrument deposited by a regional economic integration organization shall not be counted as additional to those deposited by its member States.

## Article 22

The provisions of Article 15 of the Convention on the adoption of amendments to the Convention shall apply *mutatis mutandis* to this Agreement.

### **Article 23**

1. The provisions of Article 16 of the Convention on the adoption and amendment of annexes to the Convention shall apply *mutatis mutandis* to this Agreement.
2. Annexes to this Agreement shall form an integral part thereof and, unless otherwise expressly provided for, a reference to this Agreement constitutes at the same time a reference to any annexes thereto. Such annexes shall be restricted to lists, forms and any other material of a descriptive nature that is of a scientific, technical, procedural or administrative character.

### **Article 24**

The provisions of Article 14 of the Convention on settlement of disputes shall apply *mutatis mutandis* to this Agreement.

### **Article 25**

1. Each Party shall have one vote, except as provided for in paragraph 2 of this Article.
2. Regional economic integration organizations, in matters within their competence, shall exercise their right to vote with a number of votes equal to the number of their member States that are Parties to this Agreement. Such an organization shall not exercise its right to vote if any of its member States exercises its right, and vice versa.

### **Article 26**

The Secretary-General of the United Nations shall be the Depositary of this Agreement.

### **Article 27**

No reservations may be made to this Agreement.

## **Article 28**

1. At any time after three years from the date on which this Agreement has entered into force for a Party, that Party may withdraw from this Agreement by giving written notification to the Depositary.
2. Any such withdrawal shall take effect upon expiry of one year from the date of receipt by the Depositary of the notification of withdrawal, or on such later date as may be specified in the notification of withdrawal.
3. Any Party that withdraws from the Convention shall be considered as also having withdrawn from this Agreement.

## **Article 29**

The original of this Agreement, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations.

DONE at Paris this twelfth day of December two thousand and fifteen.

IN WITNESS WHEREOF, the undersigned, being duly authorized to that effect, have signed this Agreement.

**Official Gazette n° Special of 29/09/2016**

**Bibonywe ngo bishyirwe ku mugereka w'Iteka rya Perezida n°20/01 ryo ku wa 27/09/2016 ryemeza burundu Amasezerano y'i Paris ashamikiye ku Masezerano y'Umuryango w'Abibumbye yerekeye Imihindagurikire y'Ibihe, yemerejwe i Paris, mu Bufaransa, ku wa 12 Ukuboza 2015**

Kigali, ku wa **27/09/2016**

(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

**Seen to be annexed to Presidential Order n°.20/01 of 27/09/2016 ratifying Paris Agreement to the United Nations Framework Convention on Climate Change, adopted in Paris, France, on 12 December 2015**

Kigali, on **27/09/2016**

(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°20/01 du 27/09/2016. portant ratification de l'Accord de Paris à la Convention Cadre sur les Changements Climatiques, adopté à Paris, France, le 12 décembre 2015**

Kigali, le **27/09/2016**

(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