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<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 25 Nzeri 2017;</p> <p>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;</p> <p>Imaze gusuzuma Amasezerano y'inyongera y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 22 Gicurasi 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi magana abiri na makumyabiri za «Units of Account» (2.220.000 UA) agenewe umushinga wo kongera uburyo bwo kwegereza abaturage ibijyanye n'ingufu;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano y'inyongera y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 22 Gicurasi 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura</p>	<p>The Chamber of Deputies, in its session of 25 September 2017;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;</p> <p>After consideration of the Additional Loan Agreement signed in Kigali, Rwanda, on 22 May 2017, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of two million two hundred twenty thousand Units of Account (UA 2,220,000) for scaling up energy access project;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Additional Loan Agreement signed in Kigali, Rwanda, on 22 May 2017, between the Republic of Rwanda and the African Development Fund (ADF), relating to the</p>	<p>La Chambre des Députés, en sa séance du 25 septembre 2017;</p> <p>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 ;</p> <p>Après examen de l'Accord de prêt additionnel signé à Kigali, au Rwanda, le 22 mai 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de deux millions deux cent vingt mille Unités de Compte (2.220.000 UC) pour le projet d'amélioration de l'accès à l'énergie ;</p> <p>ADOpte :</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de prêt additionnel signé à Kigali, au Rwanda, le 22 mai 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de</p>
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<p>Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi magana abiri na makumyabiri za «Units of Account» (2.220.000 UA) agenewe umushinga wo kongera uburyo bwo kwegereza abaturage ibijyanye n'ingufu, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>loan of two million two hundred twenty thousand Units of Account (UA 2,220,000) for scaling up energy access project, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Kinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>deux millions deux cent vingt mille Unités de Compte (2.220.000 UC) pour le projet d'amélioration de l'accès à l'énergie, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en Anglais, examinée et adoptée en Kinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, ku wa 23/10/2017	Kigali, on 23/10/2017	Kigali, le 23/10/2017
(sé) KAGAME Paul Perezida wa Repubulika	(sé) KAGAME Paul President of the Republic	(sé) KAGAME Paul Président de la République
(sé) Dr. NGIRENTE Edouard Minisitiri w'Intebe	(sé) Dr. NGIRENTE Edouard Prime Minister	(sé) Dr. NGIRENTE Edouard Premier Ministre
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République : (sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 49/2017 RYO KU WA 23/10/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INYONGERA Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 22 GICURASI 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE (ADF), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ABIRI NA MAKUMYABIRI ZA «UNITS OF ACCOUNT» (2.220.000 UA) AGENEWE UMUSHINGA WO KONGERA UBURYO BWO KWEGEREZA ABATURAGE IBJYANYE N'INGUFU	ANNEX TO LAW N° 49/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE ADDITIONAL LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 22 MAY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND (ADF), RELATING TO THE LOAN OF TWO MILLION TWO HUNDRED TWENTY THOUSAND UNITS OF ACCOUNT (UA 2,220,000) FOR SCALING UP ENERGY ACCESS PROJECT	ANNEXE A LA LOI N° 49/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET ADDITIONNEL SIGNE A KIGALI, AU RWANDA, LE 22 MAI 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPEMENT (FAD), RELATIF AU PRET DE DEUX MILLIONS DEUX CENT VINGT MILLE UNITES DE COMPTE (2.220.000 UC) POUR LE PROJET D'AMELIORATION DE L'ACCES A L'ENERGIE
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**ADDITIONAL LOAN AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT FUND**

**ADDITIONAL LOAN FOR SCALING –
UP ENERGY ACCESS PROJECT**



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

(ADDITIONAL LOAN FOR SCALING
– UP ENERGY ACCESS PROJECT)**

**PROJECT ID No: P-RW-FA0-015
LOAN No : 2100150037343**

This ADDITIONAL LOAN AGREEMENT (hereinafter called the "ADDITIONAL Loan Agreement") is entered into this 22nd day of May 2017, between the REPUBLIC OF RWANDA (hereinafter called the "Borrower") and the AFRICAN DEVELOPMENT FUND (hereinafter called the "Fund").

1. WHEREAS by Protocol of Agreement No. 2100155025166 and Loan Agreement N° 2100150029445 between the Borrower and the Fund dated 5th August 2013 (hereinafter referred to as the "Grant Agreement and Initial Loan Agreement" respectively), the Fund granted to the Borrower a grant in an amount not exceeding the equivalent of Eleven Million Eight Hundred Seventy One Thousand Units of Account (UA 11,871,000) (hereinafter referred to as the "Grant Amount") and a loan in an amount not exceeding the equivalent of Fifteen Million Four Hundred and Ninety Four Thousand Units of Account (UA15,494,000) (hereinafter referred to as the "Initial Loan Amount") to finance the entire foreign currency

cost and part of the local cost (hereinafter referred to as the "Project") as described in the Initial Loan Agreement and the attached Annex;

2. WHEREAS it has been determined to re-allocate from the remaining uncommitted ADF13 resources to finance additional scope of work of the Scaling-up Energy Access Project (SEAP) for connecting new 5,259 households and priority institutions (schools, health centres and sector administration offices);
3. WHEREAS the Borrower has requested the Fund to assist in the financing of the additional scope of work;
4. WHEREAS the Project is technically feasible, economically viable and socially desirable;
5. WHEREAS the Energy Development Corporation Ltd (EDCL) shall be the Executing Agency for the Project to be implemented by the Scaling Up Energy Access Project (SEAP) Project Implementation Unit (PIU) set up within the Electricity Access Rollout Program (EARP)
6. WHEREAS the Fund has agreed on the basis of the foregoing to grant an Additional 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 Additional Loan Agreement accept all the provisions of the General Conditions applicable to Loan and Guarantee Agreements of the Fund (Sovereign Entities), 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 Additional Loan 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 an amount in various convertible currencies, other than the currency of the Borrower, not exceeding the equivalent of Two Million Two Hundred Twenty Thousand Units of Account (UA 2,22 Million) (the

"Additional Loan") (the Unit of Account being defined in Article 1(1) of the Agreement establishing the Fund).

Section 2.02. Purpose. The purpose of this Additional Loan is to finance the foreign currency costs of the additional scope of work of the Project as described in Annex I and II of this Additional Loan Agreement.

Section 2.03. Allocation. The Loan shall be allocated to the categories of expenditure in conformity with Annex II of this Additional Loan Agreement.

Section 2.04. Currency of Disbursements. In accordance with Section 4.04 of the General Conditions:

- (a) All disbursements made by the Fund to the Borrower shall be denominated in United States Dollars;
- (b) Notwithstanding the provisions of Section 2.04 (a), in any case where the Fund shall be unable to access or procure United States Dollars for purposes of the Additional 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 Euro, the British Pound Sterling or the Japanese Yen;

- (c) 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 Additional Loan; and
- (d) The date of conversion between the United States Dollars and the currency of substitution shall be the date of disbursement of such substitute currency.

ARTICLE III

REPAYMENT OF THE PRINCIPAL, SERVICE CHARGE AND 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 Additional Loan over a period of forty (40) years, after a ten (10) year grace period commencing from the date of this Agreement, at the rate of one per cent (1%) per annum from the eleventh (11th) to the twentieth (20th) year inclusive and at the rate of three per cent (3%) per annum thereafter.

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

Section 3.03. Commitment Charge. The Borrower shall pay a commitment charge (the "Commitment Charge") at the rate of one half of one per cent (0.50%) per annum on the undisbursed portion of the Additional Loan, which shall begin to accrue one hundred twenty (120) days after the date of signature of this Agreement.

Section 3.04. Dates of Payment. The principal of the Additional Loan shall be repaid in equal and consecutive semi-annual installments the first of which shall be payable on 15th March or 15th 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 the same dates.

Section 3.05. 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 Additional 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 Additional Loan then outstanding.

ARTICLE IV
CONDITIONS PRECEDENT TO
ENTRY INTO FORCE AND TO DISBURSEMENT
OF THE LOAN

Section 4.01. Conditions Precedent to Entry into Force. The entry into force of the Additional 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 Disbursement. The obligations of the Fund to make the first disbursement of the Additional Loan shall be conditional upon the entry into force of the Additional Loan Agreement in accordance with Section 4.01 above and the fulfillment by the Borrower of the following conditions:

The Borrower shall provide evidence, in form and substance satisfactory to the Fund, confirming the following:

- (i) A subsidiary financing agreement, with terms and conditions acceptable to the Fund has been executed between the borrower and Energy Development Corporation Limited (EDCL) of Rwanda for the purpose of on-lending the proceeds of the additional loan; and

- (ii) The implementation of the works under the initial loan agreement has reached at least 60% of completion.

Section 4.03. Other Conditions. The Borrower shall provide in form and substance acceptable to the Fund:

- (i) Progress reports, on a quarterly basis, on the status of implementation of the Project; and
- (ii) Evidence of the payment of compensation and/or resettlement of persons affected by the Project, in accordance with the Resettlement Action Plan.

ARTICLE V
DISBURSEMENTS AND APPLICATION
OF AMOUNTS DISBURSED

Section 5.01. Disbursements. The amount of the Additional Loan shall be disbursed by the Fund, subject to the provisions of this Additional Loan Agreement and the General Conditions, for the purposes set forth in this Additional Loan Agreement for expenditures made in respect of the cost of goods, works and services required for the Project to be financed under this Additional Loan Agreement.

Section 5.02. Deadline for Final Disbursement. For the purposes of Section 6.03 paragraph (1)(f) of the General Conditions, the Closing Date is specified to be 31st August 2018, or such later date as shall be agreed upon in writing between the Borrower and the Fund.

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

ARTICLE VI

PROCUREMENT OF GOODS, WORKS AND SERVICES

Section 6.01. Procurement of Goods, Works and Services necessary for the execution of the Project will be carried out as described in Annex I of this Additional Loan Agreement.

ARTICLE VII

FINANCIAL MANAGEMENT ARRANGEMENTS

AND REPORTS

Section 7.01. Reports: The current financial management systems of the Borrower will be used to manage the resources of the project. The EARP Implementation unit that will be responsible for proper maintenance of accounting records, timely provision of financial reports and ensuring proper accountability for public funds in accordance with international Public Sector accounting standards and

applicable national policies and procedures. The financial reports will be subject to both internal and external audits.

Section 7.02. External Audit: External audit will be conducted by the office of the Auditor General of the Borrower in accordance with the statutory requirements. The complete audit report (including management letter responses) will be submitted to the Fund within six (6) months after the end of the financial year.

Section 7.03. Quarterly Progress Reports. The Borrower shall, within forty five (45) days after the end of each quarter, submit to the Bank quarterly progress reports, in form and substance acceptable to the Bank, which will include an interim unaudited quarterly financial reports (IFRs) showing, among other things, the sources and uses of funds, expenditures per component and/or category, and cash flow positions (as applicable) and projections for the quarter, together with physical progress reports linking financial information with physical progress and highlighting issues that require attention.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Where an extraordinary or unforeseeable situation has arisen, which, in the opinion of both parties, is likely to be prejudicial to the execution of the Project, the Fund may, in order to cover the cost of

any specialized inspection or other action required to redress the situation, allocate out of the proceeds of the Additional Loan an amount not exceeding the equivalent of one per cent (1%) of the Additional Loan amount or Twenty Two Thousand Two Hundred Units of Account (UA 22,200). These expenses shall be met without the necessity of any advance application by the Borrower, but the Fund shall promptly notify the Borrower of the precise amount allocated.

Section 8.02. Authorized Representatives. The Minister responsible for 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 8.03. Date of the Agreement. For all purposes of this Additional Loan Agreement, the date thereof shall be that appearing in the opening sentence hereof.



CXG

Section 8.04. 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

P.O. Box 158

Kigali

REPUBLIC OF RWANDA

Tel: (+250) 252 575 756

Fax: (+250) 252 577 581

For the Fund:

Headquarters Mail Address:

African Development Fund

01 B.P. 1387


Abidjan 01

REPUBLIC OF COTE D'IVOIRE

Tel: (225) 20 26 20 42

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

FOR THE REPUBLIC OF RWANDA



CLAVER GATTE
MINISTER OF FINANCE
AND ECONOMIC PLANNING



FOR THE AFRICAN DEVELOPMENT FUND



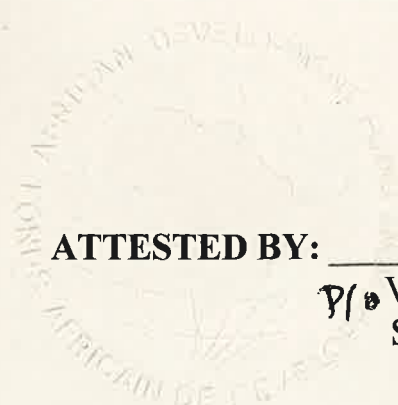
NEGATU MAKONNEN
RESIDENT REPRESENTATIVE
RWANDA COUNTRY OFFICE



ATTESTED BY:



P/O VINCENT O. NMEHIELLE
SECRETARY GENERAL



ANNEX I
PROJECT DESCRIPTION

The overarching goal of the Project is to support the Government of Rwanda's long term and short term development strategy and program. The expected outcomes of the Project are (i) improved access to electricity for households and priority public institutions in the proposed project area; and (ii) sustained electricity supply.

The additional scope of work covers 5,259 connections targeting mainly additional households, businesses and social facilities by extending medium voltage and low voltage lines to installed distribution transformers in the area of the project. The additional loan will be used for the Procurement of Goods. All the procurement of Goods shall be carried out using the Rules and Procedures of the Bank for Procurement of Goods and Works May2008 (revised in July 2012). The extension of the medium and low voltage lines will run along existing road network in the Northern/Western Zone of the country in the three districts of Nyabihu, Karongi and Rulindo.

The additional scope will comprise stringing of medium and low voltage lines along existing roads, and pulling service lines to meter connection points. Apart from compensation arising from crop damage and trimmed tree along the lines, there is no significant environmental and social impact envisaged.

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	Component Name	Estimated Cost (UA Millions)	Component Description
	Access Scale Up	2.22	Supply of materials for construction of 79 km of medium voltage and 112 km low voltage electrification network, and auxiliary fittings for connecting 5,198 households, 31 schools, 3 hospitals and 27 administrative offices in Nyabihu, Karongi and Rulindo.

ANNEX II
ALLOCATION OF THE LOAN

The present Annex indicates the categories of expenditure to be financed out of the resources of the Additional Loan, and the allocation of total expenditure by the Fund.

Categories of Expenditure

CATEGORIES OF EXPENDITURES	UA MILLIONS	
	FC	TOTAL
Goods	2.22	2.22
Total	2.22	2.22

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°49/2017 ryo ku wa 23/10/2017 ryemera kwemeza burundu amasezerano y'inyongera y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 22 Gicurasi 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi maganabiri na makumyabiri za «Units of Account» (2.220.000 UA) agenewe umushinga wo kongera uburyo bwo kwegereza abaturage ibijyanye n'ingufu</p>	<p>Seen to be annexed to the Law n°49/2017 of 23/10/2017 approving the ratification of the Additional Loan Agreement signed in Kigali, Rwanda on 22 May 2017, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of two million two hundred twenty thousand Units of Account (UA 2,220,000) for scaling up energy access project</p>	<p>Vu pour être annexé à loi n°49/2017 du 23/10/2017 approuvant la ratification de l'Accord de prêt additionnel signé à Kigali, au Rwanda, le 22 mai 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de deux millions deux cent vingt mille Unités de Compte (2.220.000 UC) pour le projet d'amélioration de l'accès à l'énergie</p>
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Kigali, ku wa 23/10/2017	Kigali, on 23/10/2017	Kigali, le 23/10/2017
(sé) KAGAME Paul Perezida wa Repubulika	(sé) KAGAME Paul President of the Republic	(sé) KAGAME Paul Président de la République
(sé) Dr. NGIRENTE Edouard Minisitiri w’Intebe	(sé) Dr. NGIRENTE Edouard Prime Minister	(sé) Dr. NGIRENTE Edouard Premier Ministre
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (sé) BUSINGYE Johnston Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République : (sé) BUSINGYE Johnston Ministre de la Justice/ Garde des Sceaux

<p>ITEGEKO N° 50/2017 RYO KU WA 23/10/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ANE NA MIRONGO INE Z'AMADOLARI Y'ABANYAMERIKA (21.440.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHU IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p>	<p>LAW N° 50/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE GRANT OF TWENTY-ONE MILLION FOUR HUNDRED FORTY THOUSAND UNITED STATES DOLLARS (USD 21,440,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p>	<p>LOI N° 50/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU DON DE VINGT-UN MILLIONS QUATRE CENT QUARANTE MILLE DE DOLLARS AMERICAINS (21.440.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p>
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<u>Ingingo ya 2:</u> Itegurwa, isuzumwa n’itorwa by’iri tegeko	<u>Article 2:</u> Drafting, consideration and adoption of this Law	<u>Article 2:</u> Initiation, examen et adoption de la présente loi
<u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa	<u>Article 3:</u> Commencement	<u>Article 3:</u> Entrée en vigueur

<p>ITEGEKO N° 50/2017 RYO KU WA 23/10/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ANE NA MIRONGO INE Z'AMADOLARI Y'ABANYAMERIKA (21.440.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHU IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p>	<p>LAW N° 50/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE GRANT OF TWENTY-ONE MILLION FOUR HUNDRED FORTY THOUSAND UNITED STATES DOLLARS (USD 21,440,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p>	<p>LOI N° 50/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU DON DE VINGT-UN MILLIONS QUATRE CENT QUARANTE MILLE DE DOLLARS AMERICAINS (21.440.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République;</p>
<p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA</p>	<p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER</p>	<p>LE PARLEMENT A ADOPTE, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET</p>

<p>KANDI DUTEGETSE KO RYANDIKWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w’Abadepite, mu nama yawo yo ku wa 25 Nzeri 2017;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda ryo mu 2003 ryavugurwe 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;</p> <p>Imaze gusuzuma Amasezerano y’impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y’u Rwanda n’Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk’urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z’imirasire y’izuba iterwa inkunga n’Ikigega cyita ku Mihindagurikire y’Ikirere, yerekeranye n’impano ingana na miliyoni makumyabiri n’imwe n’ibihumbi magana ane na mirongo ine z’amadolari y’Abanyamerika (21.440.000 USD) agenewe umushinga wo gushyiraho ikigega kigenewe guteza imbere ingufu z’imirasire y’izuba mu Rwanda;</p>	<p>IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA</p> <p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its session of 25 September 2017;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;</p> <p>After consideration of the Grant Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to the grant of twenty-one million four hundred forty thousand United States Dollars (USD 21,440,000) for Rwanda renewable energy fund project;</p>	<p>ORDONNONS QU’ELLE SOIT PUBLIEE AU JOURNAL OFFICIEL DE LA REPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 25 septembre 2017;</p> <p>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;</p> <p>Après examen de l’Accord de don signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l’Association Internationale de Développement (IDA), agissant en qualité d’agence d’exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au don de vingt-un millions quatre cent quarante mille de dollars américains (21.440.000 USD) pour le projet d’établissement d’un fonds pour les énergies renouvelables au Rwanda;</p>
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<p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera Kwemeza burundu</p> <p>Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'impano ingana na miliyoni makumyabiri n'imwe n'ibihumbi magana ane na mirongo ine z'amadolari y'Abanyamerika (21,440,000 USD) agenewe umushinga wo gushyiraho ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Grant Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to the grant of twenty-one million four hundred forty thousand United States Dollars (USD 21,440,000) for Rwanda renewable energy fund project, in Annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Kinyarwanda.</p>	<p>ADOPTÉ:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de don signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au don de vingt-un millions quatre cent quarante mille de dollars américains (21.440.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en kinyarwanda.</p>
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<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, ku wa 23/10/2017</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 23/10/2017</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 23/10/2017</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr. NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr. NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr. NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>UMUGEREKA W'ITEGEKO N° 50/2017 RYO KU WA 23/10/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ANE NA MIRONGO INE Z'AMADOLARI Y'ABANYAMERIKA (21.440.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHO IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p>	<p>ANNEX TO LAW N° 50/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE GRANT OF TWENTY-ONE MILLION FOUR HUNDRED FORTY THOUSAND UNITED STATES DOLLARS (USD 21,440,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p>	<p>ANNEXE A LA LOI N° 50/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU DON DE VINGT-UN MILLIONS QUATRE CENT QUARANTE MILLE DE DOLLARS AMERICAINS (21.440.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p>
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SCF-SREP GRANT NUMBER TF0A4990

***Strategic Climate Fund
Scaling-Up Renewable Energy
Program***

Grant Agreement

(Rwanda Renewable Energy Fund Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**(acting as an implementing entity of the Scaling-Up Renewable Program under the
Strategic Climate Fund)**

Dated July 7, 2017

SCF-SREP GRANT NUMBER TF0A4990

**STRATEGIC CLIMATE FUND
SCALING-UP RENEWABLE ENERGY PROGRAM
GRANT AGREEMENT**

AGREEMENT dated July 7, 2017, entered into between the REPUBLIC OF RWANDA ("Recipient"); and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank" or "Association"), acting as an implementing entity of the Scaling-Up Renewable Energy Program under the Strategic Climate Fund.

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15, 2012 ("Standard Conditions"), constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions, or in the Strategic Climate Fund -- Scaling-Up Renewable Energy Program Loan Agreement between the Borrower and the World Bank, of even date herewith (the "SCF-SREP Loan Agreement"), or in this Agreement.

**Article II
The Project**

- 2.01. The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project, or cause it to be carried out by the Development Bank of Rwanda ("BRD") (the "Project Implementing Entity"), all in accordance with: (a) the provisions of Article II of the Standard Conditions; (b) the agreement of even date hereof between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement"); and (c) the Operations Manual, as the same may be amended from time to time with the approval of the World Bank.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement a grant in the amount of twenty-one million four hundred forty thousand United States Dollars (\$21,440,000) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV
Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following:
 - (a) The Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
 - (b) A representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation or statement furnished by the Project Implementing Entity and intended to be relied upon by the World Bank in making the Grant was incorrect in any material respect.
 - (c) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.
 - (d) The World Bank has suspended in whole or in part the right of the Project Implementing Entity to make withdrawals under any agreement with the World Bank because of a failure by the Project Implementing Entity to perform any of its obligations under such agreement or any other agreement with the World Bank.

Article V
Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
- (a) The execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action.
 - (b) The Subsidiary Financing Agreement referred to in Section I.B of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
 - (c) The SCF-SREP Loan Agreement dated the same date as this Agreement, between the Recipient and the Association providing a loan in support of the Project, has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
 - (d) The Project Implementing Entity has appointed the Project Manager in accordance with the provisions of Section I.A.1 of the Schedule to the Project Agreement.
 - (e) The Recipient has established the Project Steering Committee, in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.
 - (f) The Project Implementing Entity has adopted the Operations Manual in accordance with the provisions of Section I.B.1 of the Schedule to the Project Agreement.
 - (g) A legal opinion has been furnished satisfactory to the World Bank, by counsel acceptable to the World Bank, on the application of the newly approved PPP Law in areas relevant to the Project.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

- (b) on behalf of the Project Implementing Entity, that the Project Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.
 - (c) that the Subsidiary Financing Agreement referred to in Section I.B of Schedule 2 to this Agreement has been duly authorized or ratified by the Recipient and the Project Implementing Entity and is legally binding upon each such party in accordance with its terms.
- 5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 ("Effective Date"). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.
- 5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.

Article VI
Recipient's Representative; Addresses

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

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

6.03. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

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

Telex: Facsimile:
248423 (MCI) or 1-202-477-6391
64145 (MCI)

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

REPUBLIC OF RWANDA

By:



Authorized Representative

Name: CLAVIER GATETE

Title: MINISTER



INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an implementing entity of the Scaling-up
Renewable Energy Program under the Strategic Climate
Fund)

By:



Authorized Representative

Name: YASSER EL-GAMMAL

Title: COUNTRY MANAGER

SCHEDULE 1

Project Description

The objective of the Project is to increase electricity access in Rwanda through off-grid technologies and facilitate private-sector participation in renewable off-grid electrification.

The Project consists of the following parts:

Part 1. Lines of Credit and Direct Financing for Off-Grid Electrification

Set-up and operationalization of a Renewable Energy Fund (REF), as a local-currency line of credit and direct financing facility to help address access to finance and affordability constraints that stall acceleration of off-grid electrification in the territory of the Recipient.

The REF consists of the following four windows:

- (a) *Window 1 – On-lending through SACCOs to households and micro-enterprises.* Wholesale line of credit to the Project Implementing Entity for further on-lending to qualifying SACCOs, under SACCO Subsidiary Credit Lines, for the purpose of extending Final Direct Loans to eligible Final Beneficiaries (eligible households and micro enterprises), for the acquisition of qualifying solar systems.
- (b) *Window 2 – On-lending through banks (commercial and microfinance) to households and small and medium enterprises (SMEs).* Wholesale line of credit to the Project Implementing Entity, for on-lending to eligible commercial and microfinance banks (Participating Banks), under Participating Bank Credit Lines, for the purpose of extending Final Direct Loans to eligible Final Beneficiaries (households and SMEs) for the acquisition, and possibly, in the case of SMEs, distribution, of qualifying solar systems.
- (c) *Window 3 – Direct Loan Financing of mini-grid developers.* Provision of Direct Loans to Final Beneficiaries (qualifying mini-grid developers) to finance construction of renewable-energy based mini-grid systems, including but not limited to, provision of bridge loan financing out of the REF until grant funding from existing results-based financing programs becomes available, as well as long-term financing beyond commissioning.
- (d) *Window 4 – Direct Loan financing of locally-registered off-grid solar companies supporting Tier 1 or higher solar systems.* Provision of Direct Loans to Final Beneficiaries (qualifying locally registered off-grid solar

companies) offering at least Tier 1 solar-home systems and ongoing maintenance services to their clients through delayed payment options. The activation of Window 4 (local-registered off-grid solar companies) will be postponed pending a decision of the Project Steering Committee based on results of initial assessment of performance of Windows 1, 2 and 3, as described in the OM.

Part 2. Technical Assistance, Capacity Building and Project Implementation Support

1. *Provision of Technical Assistance and capacity building to the Project Implementing Entity and participating Project entities (SACCOs, Participating Banks, and private companies engaged in off-grid electrification) including, inter alia:* (a) capacity building and awareness workshops for SACCOs, Participating Banks, and private companies engaged in off-grid electrification to facilitate partnerships between SACCOs, Participating Banks, and the private sector; (b) Technical Assistance and capacity building for participating SACCOs and Participating Banks to ensure their successful partnerships with the private sector; (c) capacity building of SACCOs and Participating Banks to manage the Subsidiary Lending Credit Lines (including management, operational, and monitoring and evaluation capacities, as well as citizen/consumer orientation to build demand for these new products); (d) capacity building of the Energy Division of the Project Implementing Entity to manage Direct Loan financing; (e) Technical Assistance to the Project Implementing Entity to develop a pipeline of mini-grid projects; (f) Technical Assistance and capacity building for the Project Implementing Entity and participating Project entities on quality assurance and enforcement of technical standards for off-grid solar systems, etc.; and (g) public awareness campaigns to educate consumers on the benefits and opportunities of off-grid electrification.
2. *Provision of Technical Assistance activities covering gender aspects, including:* (a) monitoring Window 1 and Window 2 for the appearance of gender gaps in access to financial services for male and female applicants and enterprises for purchase and retailing of off-grid technologies to enhance development outcomes and economic opportunities; (b) identification of data sources and information to further understand the issues and barriers to financial services for off-grid technologies by gender, income level (with a focus on low-income households), rural or urban location, household headship, and other social dimensions; (c) implementation of approaches and methods that off-grid market enablers (e.g., the Project Implementing Entity, SACCOs, Participating Banks) could adopt and integrate in order to close gender gaps related to access to financial services for the purchase of energy technologies in household or enterprise activities.

3. *Provision of Project implementation support* to the Project Implementing Entity including, *inter alia*: (a) establishment of the Project Implementation Unit (PIU) and provision of operational support to the PIU in the areas of project management, supervision, and monitoring; (b) outreach to off-grid market enablers and Final Beneficiaries; (c) knowledge-sharing events between participating Project entities; (d) sector-wide knowledge-sharing and Project results dissemination workshops; (e) preparation of required studies related to the Project, including impact assessment and annual citizen/consumer feedback analysis through focus group discussions to better understand the market; (f) preparation of consolidated annual Project audits; and (g) financing of incremental Operating Costs.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

Project Steering Committee

1. The Recipient shall establish, not later than October 1, 2017, and thereafter maintain throughout Project implementation, with terms of reference satisfactory to the World Bank and with adequate resources to carry out its responsibilities under the Project, a Project steering committee (the "Project Steering Committee"), composed of, *inter alia*, representatives of MININFRA/REG, MINECOFIN and the Development Bank of Rwanda, with the World Bank as an observer, all for the duration of the Project.
2. Without limitation on the foregoing, the functions of the Project Steering Committee shall be to: (a) provide overall coordination, policy and strategic guidance over the Project; and (b) approve operational procedures to be incorporated in the Operations Manual.

B. Subsidiary Financing Agreement

1. To facilitate the carrying out of the Project, the Recipient shall make available to the Project Implementing Entity:
 - (a) as a loan: (i) the proceeds of the Loan allocated from time to time to Category 1 of the table set forth in Section IV.A.2 of Schedule 2 to the Loan Agreement; together with: (ii) the proceeds of the Grant allocated from time to time to Category 1 of the table set forth in Section IV.A.2 of this Schedule; and
 - (b) as a grant, the proceeds of the Grant allocated from time to time to Category (2) of the table set forth in Section IV.A.2 of this Schedule 2 to finance Eligible Expenditures under Part 2 of the Project, in an amount of up to \$3,000,000; all under a subsidiary financing agreement between the Recipient and the Project Implementing Entity (the "Subsidiary Financing Agreement"), under terms and conditions approved by the World Bank, which shall include the following: (i) the principal amount of the financing made available under the Subsidiary Financing Agreement, denominated in Rwandan francs; (ii) the financing terms of the subsidiary financing to be made available under the Subsidiary Financing Agreement, which shall reflect the interest at a rate determined pursuant to the blend of financing sources from which the subsidiary financing is derived (the Loan and the

Grant), plus a spread to account for currency exchange risk of no more than 150 basis points; (iii) the right of the Recipient to suspend or terminate the right of the right of the Project Implementing Entity to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of the Project Implementing Entity to perform any of its obligations under the Subsidiary Financing Agreement.

2. The Recipient shall ensure that the Subsidiary Financing Agreement includes the obligation of the Project Implementing Entity to:
 - (a) implement Part 1 of the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines and in accordance with the provisions of this Agreement, ensuring, *inter alia*, with respect to the Subsidiary Credit Lines provided for under Part 1 of the Project, application of terms and conditions satisfactory to the World Bank, and provided for in the Operations Manual, including *inter alia*, the terms and conditions set forth in Sections I.C, I.D, and I.E of this Schedule 2;
 - (b) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Loan and disclose their use in said parts; (ii) furnish such records and information as may be requested by the Recipient or the World Bank; and (iii) retain all records evidencing: (A) amounts disbursed under Subsidiary Credit Lines and Direct Loans for qualifying Sub-Projects under Part 1 of the Project; and (B) expenditures under Part 2 of the Project; each for the period of time specified in the Standard Conditions;
 - (c) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate, on an ongoing basis, and in accordance with indicators acceptable to the Recipient and the World Bank, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and the World Bank, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the said parts and to achieve its objective, each such report to cover a calendar quarter; (iii) furnish each such report to the Recipient and the World Bank within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the World Bank shall reasonably request, on the execution of the Project, and furnish the same to the

Recipient and the World Bank not later than six (6) months after the end of the Project; and

- (d) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the World Bank, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to said parts to external and internal auditors; (iii) prepare as part of the Project Report, interim unaudited financial reports covering each quarter, and furnish them to the Recipient and the World Bank not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such unaudited financial statements as the Recipient or the World Bank may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the World Bank at least once in each fiscal year.

- 3. The Recipient shall exercise its rights under the Subsidiary Financing Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant. Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Financing Agreement or any of its provisions.

C. Eligibility Criteria of Participating Banks and SACCOs; Participating Banks and SACCOs On-lending Terms and Conditions

For the purposes of the Subsidiary Credit Lines provided for under Part 1 of the Project, the Recipient undertakes to ensure adherence by the Project Implementing Entity to the following eligibility criteria for Participating Banks and SACCOs, as well as application by such Participating Banks and SACCOs of the following On-lending Terms and Conditions:

- 1. *Solicitation of Expressions of Interest and Eligibility of Participating Banks and SACCOs*
 - (a) The Project Implementing Entity shall solicit expressions of interest from financial institutions operating in the Recipient's territory to participate in the credit facilities established under Part 1 of the Project, either as Participating Banks (the "Participating Banks") or as participating savings and credit cooperatives ("SACCOs"), as appropriate, in accordance with criteria and approval procedures set forth in the OM for each.

- (b) No proposed Participating Bank or SACCO shall be eligible for, respectively, a Participating Bank Subsidiary Credit Line or a SACCO Subsidiary Credit Line unless the Project Implementing Entity shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the OM, that the proposed Participating Bank or SACCO concerned: (i) is a financial institution of the appropriate type duly established under and operating in accordance with the Recipient's laws; (ii) has the legal, organizational, management, and technical capacity and financial resources necessary to appraise, approve, monitor and evaluate Sub-projects and to make and monitor Final Direct Loans under Part 1 of the Project; and (iii) is credit-worthy and operating in accordance with sound prudential and other fiduciary standards and practices.
- 2. The Project Implementing Entity shall make each Participating Bank Subsidiary Credit Line available to a Participating Bank under a Participating Bank Subsidiary Lending Agreement with said Participating Bank, and each SACCO Subsidiary Credit Line to a SACCO under a SACCO Subsidiary Lending Agreement with said SACCO, on terms and conditions satisfactory to the World Bank, including interest at a rate reflecting, as the base rate, the terms under the Subsidiary Financing Agreement, together with an appropriate on-lending margin which shall be no higher than 350 basis points, and in addition, the terms set forth in paragraph 3 of this Section I.C, all as further elaborated in the Operations Manual.
- 3. The Project Implementing Entity shall obtain rights adequate to protect its interests and those of the World Bank, including the right to:
 - (a) require the Participating Bank and the SACCO to undertake a time-bound institutional development program acceptable to the World Bank, designed to enhance its institutional capacity and in particular, its capacity to manage Subsidiary Credit Lines;
 - (b) suspend or terminate the right of the Participating Bank or the SACCO to use the proceeds, respectively, of the Participating Bank Subsidiary Credit Line or the SACCO Subsidiary Credit Line, or obtain a refund of all or any part of the amount of the same then withdrawn, upon the Participating Bank's or the SACCO's failure to perform any of its obligations, respectively, under the Participating Bank Subsidiary Lending Agreement or the SACCO Subsidiary Lending Agreement;
 - (c) require the Participating Bank and the SACCO to make Final Direct Loans and monitor and evaluate the projects financed under said Final Direct Loans, in accordance with the provisions of Section I.D of this Schedule 2, with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and

practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to borrowers of loan proceeds other than the Borrower, and the Safeguards Instruments; and to provide, promptly as needed, the resources required for the purposes;

- (d) require the Participating Bank and the SACCO to maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Sub-projects financed, and other activities undertaken, under their Participating Bank Subsidiary Lending Agreements and SACCO Subsidiary Lending Agreements in a manner which contributes to the achievement of the overall objective of the Project;
- (e) require the Participating Bank and the SACCO to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect its operations and resources and expenditures related to the Project; (ii) at the World Bank's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient and the World Bank;
- (f) require the Participating Bank and SACCO to enable the Recipient or the World Bank to inspect any Sub-project or other activity financed, respectively, under the Participating Bank Subsidiary Lending Agreement and the SACCO Participating Bank Subsidiary Lending Agreement, its operation and any relevant records and documents;
- (g) require the Participating Bank and the SACCO to comply with prudential standards set by the National Bank of Rwanda and such additional standards as may be set forth or referred to in the OM;
- (h) require the Participating Bank and the SACCO to permit the World Bank to make all financial statements audited pursuant to sub-paragraph (e) of this Section I.C.3 available to the public in accordance with policies as defined in the OM; and
- (i) require the Participating Bank and the SACCO to prepare and furnish to the Recipient and the World Bank all such information as the Recipient or the World Bank shall reasonably request relating to the foregoing.

D. Final Direct Loans under Part 1 of the Project, Final Direct Loan Agreement Terms and Conditions

For the purposes of the Final Direct Loans provided for under Part I of the Project, the Recipient undertakes to ensure that the Project Implementing Entity shall require adherence to the following terms and conditions:

1.1 Eligibility

The PIE shall cause each Participating Bank and SACCO to ensure that Final Direct Loans are made exclusively for Sub-projects to Final Beneficiaries selected in accordance with eligibility criteria and approval procedures, acceptable to the World Bank, and further elaborated in the OM, including, without limitation, the following:

- (a) No proposed Sub-project shall be eligible for financing under a Final Direct Loan to a Final Beneficiary unless the Participating Bank or the SACCO, as the case may be, shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the OM, that:
 - (i) the proposed Sub-project concerns the purchase of system(s) that: (A) provide Tier 1 or above level of energy access and correspond to the relevant requirements as specified in the OM, or (in the case of mini-grids) is otherwise technically feasible and economically and financially viable; and (B) if Safeguards Instruments for the Sub-project is (or are) required, such Safeguards Instruments have been prepared and approved by the World Bank in accordance with the provisions of Section I.G of this Schedule, and all measures required to be taken in accordance with said Section prior to commencement of the activities covered by the Safeguards Instruments, have been taken; and
 - (ii) the proposed Final Beneficiary is: (A) a natural person; or (B) a legal entity established and operating under the laws of the Recipient, with the organization, management, technical capacity and financial resources necessary to carry out the proposed Sub-project; and has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed Sub-project.

1.2 *Final Direct Loan Agreements*

The PIE shall ensure that each Final Direct Loan is made under a Final Direct Loan Agreement with the respective Final Beneficiary on terms and conditions approved by the World Bank, which shall include the following:

- (a) The Participating Bank or the SACCO, as the case may be, shall obtain rights adequate to protect its interests and those of the World Bank and the PIE, including the right to:
 - (i) suspend or terminate the right of the Final Beneficiary to use the proceeds of the Final Direct Loan, or obtain a refund of all or any part of the amount of the Final Direct Loan then withdrawn, upon the Final Beneficiary's failure to perform any of its obligations under the Final Direct Loan Agreement; and
 - (ii) require each Final Beneficiary to: (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of: (1) the Anti-Corruption Guidelines applicable to borrowers of loan proceeds other than the Borrower; and (2) the Safeguards Instruments, if any, required for the Sub-project; (B) provide, promptly as needed, the resources required for the purpose; and (C) enable the Recipient, the PIE, the World Bank, and the Participating Bank or SACCO, as the case may be, to inspect the Sub-project, its operation and any relevant records and documents.

E. Direct Loan Financing under Part 1 of the Project, Direct Loan Agreement Terms and Conditions

For the purposes of the Direct Loans provided for under Part I of the Project, the Recipient undertakes to ensure that the Project Implementing Entity shall adhere to the following terms and conditions:

1.1 *Eligibility*

The PIE shall ensure that Direct Loans under activated windows for Direct Loan financing are made exclusively for projects to Final Beneficiaries selected in accordance with eligibility criteria and approval procedures, acceptable to the World Bank, and further elaborated in the OM, including, without limitation, the following:

- (a) No proposed Sub-project shall be eligible for financing a Final Beneficiary under any activated window for Direct Loan financing, unless the PIE shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the OM, that:
 - (i) the proposed project: (A) is technically feasible and economically and financially viable; and (B) if Safeguards Instruments for the project is (or are) required, such Safeguards Instruments have been prepared and approved by the World Bank in accordance with the provisions of Section I.G of this Schedule 2 and all measures required to be taken in accordance with said Section prior to commencement of the activities covered by the Safeguards Instruments, have been taken; and
 - (ii) the proposed Final Beneficiary: (A) is a legal entity established and operating under the laws of the Recipient, with the organization, management, technical capacity and financial resources necessary to carry out the proposed project; and (B) has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed project.

1.2 *Direct Financing Terms and Conditions*

The PIE shall ensure that each Direct Loan is made under a Direct Loan Agreement with the respective Final Beneficiary on terms and conditions approved by the World Bank, which shall include the following:

- (a) The PIE shall obtain rights adequate to protect its interests and those of the World Bank and the PIE, including the right to:
 - (i) suspend or terminate the right of the Final Beneficiary to use the proceeds of the Direct Loan, or obtain a refund of all or any part of the amount of the Direct Loan then withdrawn, upon the Final Beneficiary's failure to perform any of its obligations under the Direct Loan Agreement; and
 - (ii) require each Final Beneficiary to: (A) carry out its project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of: (1) the Anti-Corruption Guidelines applicable to borrowers of loan proceeds other than the Borrower; and (2) the Safeguards Instruments, if any, required for the project; (B) provide, promptly as needed, the

resources required for the purpose; (C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the project and the achievement of its objectives; (D) (1) maintain a financial management system and prepare financial statements, both in a manner adequate to reflect the operations, resources and expenditures related to the project; and (2) at the request of the World Bank or the Recipient or the PIE, as the case may be, have such financial statements audited by independent auditors acceptable to the World Bank, and promptly furnish the statements as so audited to the Recipient, the World Bank and the PIE, as the case may be; (E) enable the Recipient, the PIE, the World Bank, as the case may be, to inspect the project, its operation and any relevant records and documents; and (F) prepare and furnish to the Recipient, the PIE, the World Bank, as the case may be, all such information as the Recipient, the PIE, World Bank, shall reasonably request relating to the foregoing.

F. Anti-Corruption

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

G. Safeguards

1. The Recipient shall carry out the Project, or cause it to be carried out by the Project Implementing Entity, in accordance with the provisions of the Environmental and Social Management Framework (“ESMF”) and the Resettlement Policy Framework (“RPF”).
2. If any Supplemental Social and Environmental Safeguards Instrument is required under any of the Safeguards Instruments, the Recipient shall:
 - (a) prepare, or cause to be prepared; (A) such Supplemental Social and Environmental Safeguards Instrument in accordance with the applicable Safeguards Instrument; (B) furnish, or cause to be furnished, such Supplemental Social and Environmental Safeguards Instrument to the World Bank for review and approval as specified in the OM; and (C) thereafter, adopt such Supplemental Social and Environmental Safeguards Instrument prior to implementation of the activities; and
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguards Instrument.

3. The Recipient shall ensure that all technical assistance under the Project, application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the World Bank, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the World Bank's environmental and social safeguards policies and the Recipient's own laws relating to the environment and social aspects.
4. If any activity under the Project would involve Affected Persons, the Recipient shall: (a) ensure that no land acquisition or displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under a Supplemental Social and Environmental Safeguards Instrument prepared in accordance with the RPF, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been implemented; and (b) ensure that any financing required for the fulfillment of any measures under sub-paragraph (a) above, including any costs associated with land acquisition required for the Project, is covered under adequate sources.
5. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall for each of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguards Instrument, regularly collect, compile and furnish to the World Bank reports in form and substance satisfactory to the World Bank, on the status of compliance with such Safeguards Instrument including the related Supplemental Social and Environmental Safeguards Instrument, as part of the Project Reports, giving details of:
 - (a) measures taken in furtherance of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguards Instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguards Instruments; and
 - (c) remedial measures taken or required to be taken to address such conditions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be

furnished to the World Bank not later than one month after the end of the period covered by such report.

2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants whose qualifications, experience and terms of reference are acceptable to the World Bank.

B. Financial Management; Financial Reports; Audits

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

Section III. Procurement

All goods, works, non-consulting services and consulting services required for Part 2 of the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.

Section IV. Withdrawal of Grant Proceeds

A. General

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Subsidiary Credit Lines and Direct Loans under Part 1 of the Project	18,440,000	40%
(2) Consulting services, non-consulting services, Operating Costs and Training under Part 2 of the Project	3,000,000	100%
TOTAL AMOUNT	21,440,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is September 30, 2023.

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, or a category set forth in the table in Section IV.A.2 of Schedule 2 to the Loan Agreement, as the case may be.
3. “Direct Loans” means loans made by the Project Implementing Entity directly to Final Beneficiaries through Window 3 or Window 4 under Part 1 of the Project.
4. “Direct Loan Agreement” means an agreement between the Project Implementing Entity and a Final Beneficiary for a Sub-project under Windows 3 or 4 of the REF.
5. “Environmental and Social Management Framework” or “ESMF” means the plan prepared and disclosed by the Borrower/Project Implementing Entity and the World Bank dated April 13, 2017, setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities (including impacts on natural habitat, forests, and physical cultural resources, as well as pest management measures) and the measures to be taken to offset, reduce or mitigate such adverse impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the World Bank.
6. “Final Beneficiaries” means qualifying households, micro enterprises, solar system importers, wholesalers, retailers, installers, solar electricity service providers and mini-grid developers meeting the respective eligibility criteria and conditions specified in the Operations Manual under the respective on-lending windows for Final Direct Loans or under the activated windows for Direct Loans, as the case may be, under Part 1 of the Project.
7. “Final Direct Loans” means loans made by SACCOs or Participating Banks to Final Beneficiaries under either of Windows 1 or 2 through the respective Subsidiary Credit Lines provided under Part 1 of the Project.
8. “Final Direct Loan Agreement” means an agreement between a SACCO and a Final Beneficiary for a Sub-project under Window 1, or an agreement between a Participating Bank and a Final Beneficiary for a Sub-project under Window 2 of the REF.

9. “Loan Agreement” means the agreement of even date herewith, between the Recipient and the World Bank, acting as implementing entity of the Scaling-Up Renewable Energy Program under the Strategic Climate Fund, providing a loan in the amount of \$27,500,000 to assist in financing the Project.
10. “MINECOFIN” means the Borrower’s Ministry of Finance and Economic Planning, or any successor thereto.
11. “MININFRA” means the Borrower’s Ministry of Infrastructure, or any successor thereto.
12. “Operations Manual” or “OM” means the operations manual to be adopted by the Project Implementing Entity pursuant to the provisions of Section I.B.1 of the Schedule to the Project Agreement.
13. “Operating Costs” means the reasonable incremental expenses incurred by the Project Implementing Entity, based on annual budgets approved by the World Bank, on account of Project implementation, management, and monitoring, including office supplies and consumables; communication costs; operation and maintenance of office vehicles and equipment; *per diem* and national and international travel costs and accommodations for Project staff; reasonable bank charges; and allowances and salaries of the Project’s contractual staff (but excluding the salaries of the Recipient’s civil/public servants).
14. “Participating Banks” means commercial and microfinance banks to be selected by the Project Implementing Entity for participation in the Participating Bank Subsidiary Credit Line under Part 1 of the Project, on the basis of the criteria and approval procedures set forth in the Operations Manual, and in accordance with the provisions of Section I.D.1 of the Schedule to the Project Agreement.
15. “Participating Bank Subsidiary Credit Line” means a line of credit under Window 2 of the REF, provided by the PIE to a Participating Bank under a Participating Bank Subsidiary Lending Agreement.
16. “Participating Bank Subsidiary Lending Agreements” means the agreements entered between the Project Implementing Entity and the Participating Banks, for the purposes of the Project, pursuant to the provisions of Section I.D.2 of the Schedule to the Project Agreement.
17. “PIU” means the project implementation unit established in the Project Implementing Entity pursuant to the provisions of Section I.A.2 of the Schedule to the Project Agreement.
18. “PPP Law” means the Law governing Public Private Partnership in Rwanda, No. 14/2016 of 2nd/05/2016 Gazette 22 of 30/05/2016.

19. "Procurement Plan" means the Recipient's procurement plan for the Project, dated May 9, 2017, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.
20. "Procurement Regulations" means the "World Bank Procurement Regulations for Borrowers under Investment Project Financing", dated July 1, 2016.
21. "Project Agreement" means the Strategic Climate Fund Scaling-Up Renewable Energy Program Project Agreement for the Project, of even date herewith between the World Bank and the Project Implementing Entity.
22. "Project Implementing Entity" or "PIE" means the Development Bank of Rwanda.
23. "Project Implementing Entity's Legislation" means the Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012.
24. "Project Steering Committee" means the project steering committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
25. "REG" means Rwanda Energy Group, a company established and operating pursuant to its articles of association adopted by the competent authority in accordance with the Borrower's Law No. 07/2009 of 27/04/2009 relating to companies, as amended.
26. "Resettlement Policy Framework" or "RPF" mean a document in form and substance acceptable to the World Bank dated April 13, 2017, which framework outlines the policies and procedures to be implemented in the event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document".
27. "SACCOs" means savings and credit cooperatives, established and operating under the laws of the Borrower pertaining to savings and credit cooperatives.
28. "SACCO Subsidiary Credit Line" means a line of credit under Window 1 of the REF, provided by the PIE to a SACCO under a SACCO Subsidiary Lending Agreement.
29. "SACCO Subsidiary Lending Agreements" means the agreements entered between the Project Implementing Entity and the SACCOs, for the purposes of the Project, pursuant to the provisions of Section I.D.2 of the Schedule to the Project Agreement.

30. "Safeguards Instruments" means the ESMF, the RPF and any Supplemental Social and Environmental Safeguards Instruments.
31. "SREP Design Document" is the design for the Scaling-up Renewable Energy Program, approved by the Strategic Climate Fund Trust Fund Committee and issued on June 1, 2009, and as said design may be amended from time to time in accordance with its terms.
32. "Scaling-up Renewable Energy Program" or "SREP" means the program established under the Strategic Climate Fund in accordance with the Governance Framework for the Strategic Climate Fund for the purposes set forth in the SREP Design Document.
33. "Standard Conditions" means the Standard Conditions for Loans Made by the World Bank Out of the Climate Investment Funds, dated February 18, 2014, with the modifications set forth in Section II of this Appendix.
34. "SMEs" means small and medium enterprises.
35. "Sub-projects" means qualifying Tier-1 (or higher) solar systems to be acquired by qualifying Final Beneficiaries under the terms of Final Direct Loans under Windows 1 or 2 of the REF, or qualifying renewable-energy based mini-grids to developed under the terms of Direct Loans under Window 3 of the REF.
36. "Subsidiary Financing Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Borrower shall make part of the proceeds of the Loan available to the Project Implementing Entity.
37. "Subsidiary Credit Lines" means wholesale lines of credit provided by the Project Implementing Entity to SACCOs and Participating Banks under Part 1 of the Project under either a SACCO Subsidiary Lending Agreement or a Participating Bank Subsidiary Lending Agreement, as the case may be, all in accordance with the provisions of Section I.D of the Schedule to the Project Agreement.
38. "Supplemental Social and Environmental Safeguards Instrument" means any site-specific or sub-project specific environmental and social management plan, resettlement action plan, pest management plan, or other supplemental social and environmental safeguards instruments as required under the terms of the ESMF or RPF.
39. "Tier 1" means a solar system with 1000 lumen hours and above, so defined under the Borrower's SE4All Multi-Tier Framework, in accordance with the Borrower's Rural Electrification Strategy.
40. "Training" means the costs attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, and costs of

services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation, all within a plan and budget approved by the World Bank.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 50/2017 ryo ku wa 23/10/2017 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'impano ingana na miliyoni makumyabiri n'imwe n'ibihumbi magana ane na mirongo ine z'amadolari y'Abanyamerika (21,440,000 USD) agenewe umushinga wo gushyiraho ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda</p>	<p>Seen to be annexed to Law n° 50/2017 of 23/10/2017 approving the ratification of the Grant Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to the grant of twenty-one million four hundred forty thousand United States Dollars (USD 21,440,000) for Rwanda renewable energy fund project</p>	<p>Vu pour être annexé à la Loi n° 50/2017 du 23/10/2017 approuvant la ratification de l'Accord de don signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au don de vingt-un millions quatre cent quarante mille de dollars américains (21.440.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda</p>
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<p>Kigali, ku wa 23/10/2017</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 23/10/2017</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 23/10/2017</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr. NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr. NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr. NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEGEKO N° 51/2017 RYO KU WA 23/10/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI N'INDWI N'IBIHUMBI MAGANA ATANU Z'AMADOLARI Y'ABANYAMERIKA (27.500.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHU IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p>	<p>LAW N° 51/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO A LOAN OF TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (USD 27,500,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p>	<p>LOI N° 51/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU PRET DE VINGT-SEPT MILLIONS CINQ CENT MILLE DE DOLLARS AMERICAINS (27.500.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p>
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<u>Ingingo ya 2:</u> Itegurwa, isuzumwa n’itorwa by’iri tegeko	<u>Article 2:</u> Drafting, consideration and adoption of this Law	<u>Article 2:</u> Initiation, examen et adoption de la présente loi
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<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République ;</p>
<p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RYANDIKWA</p>	<p>THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL</p>	<p>LE PARLEMENT A ADOPTE, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT</p>

MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA	GAZETTE OF THE REPUBLIC OF RWANDA	PUBLIEE AU JOURNAL OFFICIEL DE LA REPUBLIQUE DU RWANDA
INTEKO ISHINGA AMATEGEKO:	THE PARLIAMENT:	LE PARLEMENT:
<p>Umutwe w'Abadepite, mu nama ya wo yo kuwa 25 Nzeri 2017;</p>	<p>The Chamber of Deputies, in its session of 25 September 2017;</p>	<p>La Chambre des Députés, en sa séance du 25 septembre 2017;</p>
<p>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;</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;</p>	<p>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;</p>
<p>Imaze gusuzuma Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri n'indwi n'ibihumbi magana atanu z'amadolari y'Abanyamerika (27.500.000 USD) agenewe umushinga wo gushyiraho Ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda;</p>	<p>After consideration of the Loan Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to a loan of twenty-seven million five hundred thousand United States dollars (USD 27,500,000) for Rwanda renewable energy fund project;</p>	<p>Après examen de l'Accord de prêt signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au prêt de vingt-sept millions cinq cent mille de dollars américains (27.500.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda;</p>

<p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera Kwemeza burundu</p> <p>Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri n'indwi n'ibihumbi magana atanu z'amadolari y'Abanyamerika (27,500,000 USD) agenewe umushinga wo gushyiraho ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Loan Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to a loan of twenty-seven million five hundred thousand United States dollars (USD 27,500,000) for Rwanda renewable energy fund project, in Annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Kinyarwanda.</p>	<p>ADOPTÉ:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de prêt signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au prêt de vingt-sept millions cinq cent mille de dollars américains (27.500.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en kinyarwanda.</p>
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<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, kuwa 23/10/2017</p> <p>(sé)</p> <p>KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 23/10/2017</p> <p>(sé)</p> <p>KAGAME Paul President of the Republic</p>	<p>Kigali, le 23/10/2017</p> <p>(sé)</p> <p>KAGAME Paul Président de la République</p>
<p>(sé)</p> <p>Dr. NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé)</p> <p>Dr. NGIRENTE Edouard Prime Minister</p>	<p>(sé)</p> <p>Dr. NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé)</p> <p>BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé)</p> <p>BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé)</p> <p>BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>UMUGEREKA W'ITEGEKO N° 51/2017 RYO KU WA 23/10/2017 RYEMERA KWEMEZA BURUNDU</p> <p>AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI N'INDWI N'IBIHUMBI MAGANA ATANU Z'AMADOLARI Y'ABANYAMERIKA (27.500.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHU IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p>	<p>ANNEX TO LAW N° 51/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO A LOAN OF TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (USD 27,500,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p>	<p>ANNEXE A LA LOI N° 51/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU PRET DE VINGT-SEPT MILLIONS CINQ CENT MILLE DE DOLLARS AMERICAINS (27.500.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p>
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SCF-SREP LOAN NUMBER TF0A4969

***Strategic Climate Fund
Scaling-Up Renewable Energy
Program***

Loan Agreement

(Rwanda Renewable Energy Fund Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**(acting as an implementing entity of the Scaling-up Renewable Energy Program
under the Strategic Climate Fund)**

Dated July 7, 2017

SCF-SREP LOAN NUMBER TF0A4969

**STRATEGIC CLIMATE FUND
SCALING-UP RENEWABLE ENERGY PROGRAM
LOAN AGREEMENT**

AGREEMENT dated July 7, 2017, entered into between the REPUBLIC OF RWANDA ("Borrower") and the INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting not in its individual capacity but solely in its capacity as an implementing entity of the Scaling-Up Renewable Energy Program ("SREP") under the Strategic Climate Fund ("SCF").

The Borrower and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The Standard Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in the Appendix to this Agreement.

**Article II
Loan**

- 2.01. The World Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, the amount of twenty-seven million five hundred thousand United States Dollars (\$27,500,000) ("Loan") to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement.
- 2.03. The Loan is funded out of the resources made available to the World Bank as an implementing entity of the SCF. In accordance with Section 3.02 of the Standard Conditions (as defined in the Appendix to this Agreement), the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it from the SCF trust fund, and the Borrower's right to withdraw the Loan proceeds is subject to the availability of such funds.
- 2.04. The Service Charge payable by the Borrower on the Withdrawn Loan Balance shall be equal to one-tenth of one percent (1/10 of 1%) per annum.

- 2.05. The Payment Dates are April 1 and October 1 in each year.
- 2.06. The principal amount of the Loan shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is USD.

Article III The Project

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project, or cause it to be carried out by the Development Bank of Rwanda ("BRD") ("Project Implementing Entity"), all in accordance with: (a) the provisions of Article II of the Standard Conditions; (b) the agreement of even date hereof between the World Bank and the Project Implementing Entity, as such agreement may be amended from time to time ("Project Agreement"); and (c) the Operations Manual, as the same may be amended from time to time with the approval of the World Bank.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the World Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article IV Additional Remedies

- 4.01. The Additional Events of Suspension consist of the following:
 - (a) The Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement.
 - (b) A representation made by the Project Implementing Entity in or pursuant to the Project Agreement, or any representation or statement furnished by the Project Implementing Entity and intended to be relied upon by the World Bank in making the Loan was incorrect in any material respect.
 - (c) The Borrower has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.
 - (d) The World Bank has suspended in whole or in part the right of the Project Implementing Entity to make withdrawals under any agreement with the World Bank because of a failure by the Project Implementing Entity to

perform any of its obligations under such agreement or any other agreement with the World Bank.

4.02. The Additional Events of Acceleration consist of the following:

- (a) The event specified in paragraph (a) of Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the World Bank to the Borrower.
- (b) Any of the events specified in paragraphs (b), (c), and (d) of Section 4.01 of this Agreement occurs, and is continuing for a period of sixty (60) days after notice of the event has been given by the World Bank to the Borrower.

Article V **Effectiveness; Termination**

5.01. The Additional Conditions of Effectiveness consist of the following:

- (a) The Subsidiary Financing Agreement referred to in Section I.B of Schedule 2 to this Agreement has been executed on behalf of the Borrower and the Project Implementing Entity.
- (b) the Strategic Climate Fund – Scaling-Up Renewable Energy Program Grant Agreement dated the same date as this Agreement, between the Recipient and the World Bank, providing a grant in support of the Project (“SCF-SREP Grant Agreement”), has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
- (c) The Project Implementing Entity has appointed the Project Manager in accordance with the provisions of Section I.A.2 of the Schedule to the Project Agreement.
- (d) The Borrower has established the Project Steering Committee, in accordance with the provisions of Section I.A.1 of Schedule 2 to this Agreement.
- (e) The Project Implementing Entity has adopted the Operations Manual in accordance with the provisions of Section I.B.1 of the Schedule to the Project Agreement.
- (f) A legal opinion has been furnished satisfactory to the World Bank, by counsel acceptable to the World Bank, on the application of the newly approved PPP Law in areas relevant to the Project.

- 5.02. The Additional Legal Matter consists of the following: namely, that the Subsidiary Financing Agreement has been duly authorized or ratified by the Borrower and the Project Implementing Entity and is legally binding upon the Borrower and the Project Implementing Entity in accordance with its terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

Article VI
Borrower's Representative; Addresses

- 6.01. The Borrower's Representative referred to in Section 10.02 of the Standard Conditions is its minister at the time responsible for finance.
- 6.02. The Borrower's Address referred to in Section 10.01 of the Standard Conditions is:

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

- 6.03. The World Bank's Address referred to in Section 10.01 of the Standard Conditions is:

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

Cable:	Telex:	Facsimile:
INDEVAS Washington, D.C.	248423 (MCI) or 64145 (MCI)	1-202-477-6391

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

REPUBLIC OF RWANDA

By:



Authorized Representative

Name: CLAVIER GATEETE

Title: Minister

INTERNATIONAL DEVELOPMENT ASSOCIATION
(acting as an implementing entity of the Scaling-up
Renewable Energy Program under the Strategic Climate
Fund)

By:



Authorized Representative

Name: YASSER EL-GAMMAL

Title: Country Manager



SCHEDULE 1

Project Description

The objective of the Project is to increase electricity access in Rwanda through off-grid technologies and facilitate private-sector participation in renewable off-grid electrification.

The Project consists of the following parts:

Part 1. Lines of Credit and Direct Financing for Off-Grid Electrification

Set-up and operationalization of a Renewable Energy Fund (REF), as a local-currency line of credit and direct financing facility to help address access to finance and affordability constraints that stall acceleration of off-grid electrification in the territory of the Borrower.

The REF consists of the following four windows:

- (a) *Window 1 – On-lending through savings and credit cooperatives (SACCOs) to households and micro-enterprises.* Wholesale line of credit to the Project Implementing Entity for further on-lending to qualifying SACCOs, under SACCO Subsidiary Credit Lines, for the purpose of extending Final Direct Loans to eligible Final Beneficiaries (eligible households and micro enterprises), for the acquisition of qualifying solar systems.
- (b) *Window 2 – On-lending through banks (commercial and microfinance) to households and small and medium enterprises (SMEs).* Wholesale line of credit to the Project Implementing Entity, for on-lending to eligible commercial and microfinance banks (Participating Banks), under Participating Bank Credit Lines, for the purpose of extending Final Direct Loans to eligible Final Beneficiaries (households and SMEs) for the acquisition, and possibly, in the case of SMEs, distribution, of qualifying solar systems.
- (c) *Window 3 – Direct Loan financing of mini-grid developers.* Provision of Direct Loans to Final Beneficiaries (qualifying mini-grid developers) to finance construction of renewable-energy based mini-grid systems, including but not limited to provision of bridge loan financing out of the REF until grant funding from existing results-based financing programs becomes available, as well as long-term financing beyond commissioning.
- (d) *Window 4 – Direct Loan financing of locally-registered off-grid solar companies supporting Tier 1 or higher solar systems.* Provision of Direct Loans to Final Beneficiaries (qualifying locally registered off-grid solar

companies) offering at least Tier 1 solar-home systems and ongoing maintenance services to their clients through delayed payment options. The activation of Window 4 will be postponed pending a decision of the Project Steering Committee based on results of initial assessments of the performance of Windows 1, 2 and 3, as described in the OM.

Part 2. Technical Assistance, Capacity Building and Project Implementation Support

1. *Provision of Technical Assistance and capacity building to the Project Implementing Entity and participating Project entities (SACCOs, Participating Banks, and private companies engaged in off-grid electrification) including, inter alia:* (a) capacity building and awareness workshops for SACCOs, Participating Banks, and private companies engaged in off-grid electrification to facilitate partnerships between SACCOs, Participating Banks, and the private sector; (b) Technical Assistance and capacity building for participating SACCOs and Participating Banks to ensure their successful partnerships with the private sector; (c) capacity building of SACCOs and Participating Banks to manage the Subsidiary Lending Credit Lines (including management, operational, and monitoring and evaluation capacities, as well as citizen/consumer orientation to build demand for these new products); (d) capacity building of the Energy Division of the Project Implementing Entity to manage Direct Loan financing; (e) Technical Assistance to the Project Implementing Entity to develop a pipeline of mini-grid projects; (f) Technical Assistance and capacity building for the Project Implementing Entity and participating Project entities on quality assurance and enforcement of technical standards for off-grid solar systems, etc.; and (g) public awareness campaigns to educate consumers on the benefits and opportunities of off-grid electrification.
2. *Provision of Technical Assistance activities covering gender aspects, including:* (a) monitoring Window 1 and Window 2 for the appearance of gender gaps in access to financial services for male and female applicants and enterprises for purchase and retailing of off-grid technologies to enhance development outcomes and economic opportunities; (b) identification of data sources and information to further understand the issues and barriers to financial services for off-grid technologies by gender, income level (with a focus on low-income households), rural or urban location, household headship, and other social dimensions; (c) implementation of approaches and methods that off-grid market enablers (e.g., the Project Implementing Entity, SACCOs, Participating Banks) could adopt and integrate in order to close gender gaps related to access to financial services for the purchase of energy technologies in household or enterprise activities.
3. *Provision of Project implementation support to the Project Implementing Entity including, inter alia:* (a) establishment of the Project Implementation Unit (PIU) and provision of operational support to the PIU in the areas of project management,

supervision, and monitoring; (b) outreach to off-grid market enablers and Final Beneficiaries; (c) knowledge-sharing events between participating Project entities; (d) sector-wide knowledge-sharing and Project results dissemination workshops; (e) preparation of required studies related to the Project, including impact assessment and annual citizen/consumer feedback analysis through focus group discussions to better understand the market; (f) preparation of consolidated annual Project audits; and (g) financing of incremental Operating Costs.

SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

Project Steering Committee

1. The Borrower shall establish, not later than October 1, 2017, and thereafter maintain throughout Project implementation, with terms of reference satisfactory to the World Bank and with adequate resources to carry out its responsibilities under the Project, a Project steering committee (the "Project Steering Committee"), composed of, *inter alia*, representatives of MININFRA/REG, MINECOFIN and the Development Bank of Rwanda, with the World Bank as an observer, all for the duration of the Project.
2. Without limitation on the foregoing, the functions of the Project Steering Committee shall be to: (a) provide overall coordination, policy and strategic guidance over the Project; and (b) approve operational procedures to be incorporated in the Operations Manual.

B. Subsidiary Financing Agreement

1. To facilitate the carrying out of the Project, the Borrower shall make available to the Project Implementing Entity:
 - (a) as a loan: (i) the proceeds of the Loan allocated from time to time to Category 1 of the table set forth in Section IV.A.2 of this Schedule; together with: (ii) the proceeds of the Grant allocated from time to time to Category 1 of the table set forth in Section IV.A.2 of Schedule 2 to the Grant Agreement; and
 - (b) as a grant, the proceeds of the Grant allocated from time to time to Category 2 of the table set forth in Section IV.A.2 of Schedule 2 to the Grant Agreement, for Eligible Expenditures under Part 2 of the Project, up to the amount of \$3,000,000; all under a subsidiary financing agreement between the Borrower and the Project Implementing Entity (the "Subsidiary Financing Agreement"), under terms and conditions approved by the World Bank, which shall include the following: (i) the principal amount of the financing made available under the Subsidiary Financing Agreement, denominated in Rwandan francs; (ii) the financing terms of the subsidiary financing to be made available under the Subsidiary Financing Agreement, which shall reflect the interest at a rate determined pursuant to the blend of financing sources from which the subsidiary

financing is derived (the Loan and the Grant), plus a spread to account for currency exchange risk of no more than 150 basis points; (iii) the right of the Borrower to suspend or terminate the right of the Project Implementing Entity to use said proceeds of the said financing, and to obtain a refund of all or any part of the amount of the subsidiary financing then withdrawn, upon the failure of the Project Implementing Entity to perform any of its obligations under the Subsidiary Financing Agreement.

2. The Borrower shall ensure that the Subsidiary Financing Agreement includes the obligation of the Project Implementing Entity to:
 - (a) implement the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines and in accordance with the provisions of this Agreement, ensuring, *inter alia*, with respect to the Subsidiary Credit Lines provided for under Part 1 of the Project, the application of terms and conditions satisfactory to the World Bank, and provided for in the Operations Manual, including *inter alia*, the terms and conditions set forth in Sections I.C, I.D, and I.E of this Schedule 2;
 - (b) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods and services financed out of the proceeds of the Loan and disclose their use in said parts; (ii) furnish such records and information as may be requested by the Borrower or the World Bank; and (iii) retain all records evidencing: (A) amounts disbursed under Subsidiary Credit Lines and Direct Loans for qualifying Sub-projects under Part 1 of the Project; and (B) expenditures under Part 2 of the Project; each for the period of time specified in the Standard Conditions;
 - (c) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate, on an ongoing basis, and in accordance with indicators acceptable to the Borrower and the World Bank, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Borrower and the World Bank, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the said parts and to achieve its objective, each such report to cover a calendar quarter; (iii) furnish each such report to the Borrower and the World Bank within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Borrower a final report, of such scope and in such detail as the Borrower and the World Bank shall reasonably request, on the execution of the Project, and furnish the same to the

Borrower and the World Bank not later than six (6) months after the end of the Project; and

- (d) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Borrower and the World Bank, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to said parts to external and internal auditors; (iii) prepare as part of the Project Report, interim unaudited financial reports covering each quarter, and furnish them to the Borrower and the World Bank not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such unaudited financial statements as the Borrower or the World Bank may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the World Bank at least once in each fiscal year.

- 3. The Borrower shall exercise its rights under the Subsidiary Financing Agreement in such manner as to protect the interests of the Borrower and the World Bank and to accomplish the purposes of the Loan. Except as the World Bank shall otherwise agree, the Borrower shall not assign, amend, abrogate or waive the Subsidiary Financing Agreement or the Operations Manual, or any of the provisions of each.

C. Eligibility Criteria of Participating Banks and SACCOs; Participating Banks and SACCOs On-lending Terms and Conditions

For the purposes of the Subsidiary Credit Lines provided for under Part 1 of the Project, the Borrower undertakes to ensure adherence by the Project Implementing Entity of the following eligibility criteria for Participating Banks and SACCOs, as well as application by such Participating Banks and SACCOs of the following On-lending Terms and Conditions:

- 1. *Solicitation of Expressions of Interest and Eligibility of Participating Banks and SACCOs*
 - (a) The Project Implementing Entity shall solicit expressions of interest from financial institutions operating in the Borrower's territory to participate in the credit facilities established under Part 1 of the Project, either as Participating Banks (the "Participating Banks") or as participating savings and credit cooperatives ("SACCOs"), as appropriate, in accordance with criteria and approval procedures set forth in the OM for each.

- (b) No proposed Participating Bank or SACCO shall be eligible for, respectively, a Participating Bank Subsidiary Credit Line or a SACCO Subsidiary Credit Line unless the Project Implementing Entity shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the OM, that the proposed Participating Bank or SACCO concerned: (i) is a financial institution of the appropriate type duly established under and operating in accordance with the Borrower's laws; (ii) has the legal, organizational, management, and technical capacity and financial resources necessary to appraise, approve, monitor and evaluate Sub-projects and to make and monitor Final Direct Loans under Part 1 of the Project; and (iii) is credit-worthy and operating in accordance with sound prudential and other fiduciary standards and practices.
- 2. The Project Implementing Entity shall make each Participating Bank Subsidiary Credit Line available to a Participating Bank under a Participating Bank Subsidiary Lending Agreement with said Participating Bank, and each SACCO Subsidiary Credit Line to a SACCO under a SACCO Subsidiary Lending Agreement with said SACCO, on terms and conditions satisfactory to the World Bank, including interest at a rate reflecting, as the base rate, the terms under the Subsidiary Financing Agreement, together with an appropriate on-lending margin which shall be no higher than 350 basis points, and in addition, the terms set forth in paragraph 3 of this Section I.C, all as further elaborated in the Operations Manual.
- 3. The Project Implementing Entity shall obtain rights adequate to protect its interests and those of the World Bank, including the right to:
 - (a) require the Participating Bank and the SACCO to undertake a time-bound institutional development program acceptable to the World Bank, designed to enhance its institutional capacity and in particular, its capacity to manage Subsidiary Credit Lines;
 - (b) suspend or terminate the right of the Participating Bank or the SACCO to use the proceeds, respectively, of the Participating Bank Subsidiary Credit Line or the SACCO Subsidiary Credit Line, or obtain a refund of all or any part of the amount of the same then withdrawn, upon the Participating Bank's or the SACCO's failure to perform any of its obligations, respectively, under the Participating Bank Subsidiary Lending Agreement or the SACCO Subsidiary Lending Agreement;
 - (c) require the Participating Bank and the SACCO to make Final Direct Loans and monitor and evaluate the projects financed under said Final Direct Loans, in accordance with the provisions of Section I.D of this Schedule 2, with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and

practices satisfactory to the World Bank, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to borrowers of loan proceeds other than the Borrower, and the Safeguards Instruments; and to provide, promptly as needed, the resources required for the purposes;

- (d) require the Participating Bank and the SACCO to maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the Sub-projects financed, and other activities undertaken, under their Participating Bank Subsidiary Lending Agreements and SACCO Subsidiary Lending Agreements in a manner which contributes to the achievement of the overall objective of the Project;
- (e) require the Participating Bank and the SACCO to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the World Bank, both in a manner adequate to reflect its operations and resources and expenditures related to the Project; (ii) at the World Bank's or the Borrower's request, have such financial statements audited by independent auditors acceptable to the World Bank, in accordance with consistently applied auditing standards acceptable to the World Bank, and promptly furnish the statements as so audited to the Borrower and the World Bank;
- (f) require the Participating Bank and SACCO to enable the Borrower or the World Bank to inspect any Sub-project or other activity financed, respectively, under the Participating Bank Subsidiary Lending Agreement and the SACCO Participating Bank Subsidiary Lending Agreement, its operation and any relevant records and documents;
- (g) require the Participating Bank and the SACCO to comply with prudential standards set by the National Bank of Rwanda and such additional standards as may be set forth or referred to in the OM;
- (h) require the Participating Bank and the SACCO to permit the World Bank to make all financial statements audited pursuant to sub-paragraph (e) of this Section I.C.3 available to the public in accordance with policies as defined in the OM; and
- (i) require the Participating Bank and the SACCO to prepare and furnish to the Borrower and the World Bank all such information as the Borrower or the World Bank shall reasonably request relating to the foregoing.

D. Final Direct Loans under Part 1 of the Project, Final Direct Loan Agreement Terms and Conditions

For the purposes of the Final Direct Loans provided for under Part I of the Project, the Borrower undertakes to ensure that the Project Implementing Entity shall require adherence to the following terms and conditions:

1.1 Eligibility

The PIE shall cause each Participating Bank and SACCO to ensure that Final Direct Loans are made exclusively for Sub-projects to Final Beneficiaries selected in accordance with eligibility criteria and approval procedures, acceptable to the World Bank, and further elaborated in the OM, including, without limitation, the following:

- (a) No proposed Sub-project shall be eligible for financing under a Final Direct Loan to a Final Beneficiary unless the Participating Bank or the SACCO, as the case may be, shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the OM, that:
 - (i) the proposed Sub-project concerns the purchase of system(s) that: (A) provide Tier 1 or above level of energy access and correspond to the relevant requirements as specified in the OM, or (in the case of mini-grids) is otherwise technically feasible and economically and financially viable; and (B) if Safeguards Instruments for the Sub-project is (or are) required, such Safeguards Instruments have been prepared and approved by the World Bank in accordance with the provisions of Section I.G of this Schedule, and all measures required to be taken in accordance with said Section prior to commencement of the activities covered by the Safeguards Instruments, have been taken; and
 - (ii) the proposed Final Beneficiary is: (A) a natural person; or (B) a legal entity established and operating under the laws of the Borrower, with the organization, management, technical capacity and financial resources necessary to carry out the proposed Sub-project and has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed Sub-project.

1.2 *Final Direct Loan Agreements*

The PIE shall ensure that each Final Direct Loan is made under a Final Direct Loan Agreement with the respective Final Beneficiary on terms and conditions approved by the World Bank, which shall include the following:

- (a) The Participating Bank or the SACCO, as the case may be, shall obtain rights adequate to protect its interests and those of the World Bank and the PIE, including the right to:
 - (i) suspend or terminate the right of the Final Beneficiary to use the proceeds of the Final Direct Loan, or obtain a refund of all or any part of the amount of the Final Direct Loan then withdrawn, upon the Final Beneficiary's failure to perform any of its obligations under the Final Direct Loan Agreement; and
 - (ii) require each Final Beneficiary to: (A) carry out its Sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of: (1) the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Borrower; and (2) the Safeguards Instruments, if any, required for the Sub-project; (B) provide, promptly as needed, the resources required for the purpose; and (C) enable the Borrower, the PIE, the World Bank, and the Participating Bank or SACCO, as the case may be, to inspect the Sub-project, its operation and any relevant records and documents.

E. Direct Loan Financing under Part 1 of the Project, Direct Loan Agreement Terms and Conditions

For the purposes of the Direct Loans provided for under Part 1 of the Project, the Borrower undertakes to ensure that the Project Implementing Entity shall adhere to the following terms and conditions:

1.1 *Eligibility*

The PIE shall ensure that Direct Loans under activated windows for Direct Loan financing are made exclusively for projects to Final Beneficiaries selected in accordance with eligibility criteria and approval procedures, acceptable to the World Bank, and further elaborated in the OM, including, without limitation, the following:

- (a) No proposed Sub-project shall be eligible for financing a Final Beneficiary under a Direct Loan under any activated window for Direct Loan Financing, unless the PIE shall have determined on the basis of an appraisal carried out in accordance with guidelines acceptable to the World Bank and elaborated in the OM, that:
 - (i) the proposed project: (A) is technically feasible and economically and financially viable; and (B) if Safeguards Instruments for the project is (or are) required, such Safeguards Instruments have been prepared and approved by the World Bank in accordance with the provisions of Section I.G of this Schedule 2 and all measures required to be taken in accordance with said Section prior to commencement of the activities covered by the Safeguards Instruments, have been taken; and
 - (ii) the proposed Final Beneficiary: (A) is a legal entity established and operating under the laws of the Borrower, with the organization, management, technical capacity and financial resources necessary to carry out the proposed project; and (B) has prepared a satisfactory financing plan and budget, and a satisfactory implementation plan for the proposed project.

1.2 *Direct Financing Terms and Conditions*

The PIE shall ensure that each Direct Loan is made under a Direct Loan Agreement with the respective Final Beneficiary on terms and conditions approved by the World Bank, which shall include the following:

- (a) The PIE shall obtain rights adequate to protect its interests and those of the World Bank and the PIE, including the right to:
 - (i) suspend or terminate the right of the Final Beneficiary to use the proceeds of the Direct Loan, or obtain a refund of all or any part of the amount of the Direct Loan then withdrawn, upon the Final Beneficiary's failure to perform any of its obligations under the Direct Loan Agreement; and
 - (ii) require each Final Beneficiary to: (A) carry out its project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the World Bank, including in accordance with the provisions of: (1) the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the borrower; and (2) the Safeguards Instruments, if any, required for the project; (B) provide, promptly as needed, the

resources required for the purpose; (C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the World Bank, the progress of the project and the achievement of its objectives; (D) (1) maintain a financial management system and prepare financial statements, both in a manner adequate to reflect the operations, resources and expenditures related to the project; and (2) at the request of the World Bank or the Borrower or the PIE, as the case may be, have such financial statements audited by independent auditors acceptable to the World Bank, and promptly furnish the statements as so audited to the Borrower, the World Bank and the PIE, as the case may be; (E) enable the Borrower, the PIE, the World Bank, as the case may be, to inspect the project, its operation and any relevant records and documents; and (F) prepare and furnish to the Borrower, the PIE, the World Bank, as the case may be, all such information as the Borrower, the PIE, World Bank, shall reasonably request relating to the foregoing.

F. Anti-Corruption

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

G. Safeguards

1. The Borrower shall carry out the Project, or cause it to be carried out by the Project Implementing Entity, in accordance with the provisions of the Environmental and Social Management Framework ("ESMF") and the Resettlement Policy Framework ("RPF").
2. If any Supplemental Social and Environmental Safeguards Instrument is required under any of the Safeguards Instruments, the Borrower shall:
 - (a) prepare, or cause to be prepared; (A) such Supplemental Social and Environmental Safeguards Instrument in accordance with the applicable Safeguards Instrument; (B) furnish, or cause to be furnished, such Supplemental Social and Environmental Safeguards Instrument to the World Bank for review and approval as specified in the OM; and (C) thereafter, adopt such Supplemental Social and Environmental Safeguards Instrument prior to implementation of the activities; and
 - (b) thereafter take such measures as shall be necessary or appropriate to ensure full compliance with the requirements of such Supplemental Social and Environmental Safeguards Instrument.

3. The Borrower shall ensure that all technical assistance under the Project, application of whose results would have environmental or social implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the World Bank, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the World Bank's environmental and social safeguards policies and the Borrower's own laws relating to the environment and social aspects.
4. If any activity under the Project would involve Affected Persons, the Borrower shall: (a) ensure that no land acquisition or displacement (including restriction of access to legally designated parks and protected areas) shall occur before resettlement measures under a Supplemental Social and Environmental Safeguards Instrument prepared in accordance with the RPF, including, in the case of displacement, full payment to Affected Persons of compensation and of other assistance required for relocation, have been implemented; and (b) ensure that any financing required for the fulfillment of any measures under sub-paragraph (a) above, including any costs associated with land acquisition required for the Project, is covered under adequate sources.
5. Without limitation upon its other reporting obligations under this Agreement, the Borrower shall for each of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguards Instrument, regularly collect, compile and furnish to the World Bank reports in form and substance satisfactory to the World Bank, on the status of compliance with such Safeguards Instrument including the related Supplemental Social and Environmental Safeguards Instrument, as part of the Project Reports, giving details of:
 - (a) measures taken in furtherance of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguards Instruments;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the Safeguards Instruments including the related Supplemental Social and Environmental Safeguards Instruments; and
 - (c) remedial measures taken or required to be taken to address such conditions.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be

furnished to the World Bank not later than one month after the end of the period covered by such report.

2. The Borrower shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Borrower shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than one month after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
3. The Borrower shall have, or cause the Project Implementing Entity to have, the Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one calendar year. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

Section III. Procurement

All goods, works, non-consulting services and consulting services required for Part 2 of the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in the Procurement Regulations and the provisions of the Procurement Plan.

Section IV. Withdrawal of Loan Proceeds

A. General

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article III of the Standard Conditions, this Section and such additional instructions as the World Bank may specify by notice to the Borrower (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocations of the

amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

Category	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Subsidiary Credit Lines and Direct Loans under Part 1 of the Project	27,500,000	60%
(2) Goods, consulting services, non- consulting services, Operating Costs and Training under Part 2 of the Project	0	-
TOTAL AMOUNT	27,500,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date is September 30, 2023.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Loan repayable (expressed as a percentage)
On each April 1 and October 1:	
commencing October 1, 2027, to and including April 1, 2037	1%
commencing October 1, 2037 to and including April 1, 2057	2%

APPENDIX

Definitions

1. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
2. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, or a category set forth in the table in Section IV.A.2 of Schedule 2 to the Grant Agreement, as the case may be.
3. “Direct Loans” means loans made by the Project Implementing Entity directly to Final Beneficiaries through Window 3 or Window 4 under Part 1 of the Project.
4. “Direct Loan Agreement” means an agreement between the Project Implementing Entity and a Final Beneficiary for a Sub-project under Windows 3 or 4 of the REF.
5. “Environmental and Social Management Framework” or “ESMF” means the plan prepared and disclosed by the Borrower/Project Implementing Entity and the World Bank, dated April 13, 2017, setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities (including impacts on natural habitat, forests, and physical cultural resources, as well as pest management measures) and the measures to be taken to offset, reduce or mitigate such adverse impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Borrower from time to time, with the prior written agreement of the World Bank.
6. “Final Beneficiaries” means qualifying households, micro enterprises, solar system importers, wholesalers, retailers, installers, solar electricity service providers, and mini-grid developers meeting the respective eligibility criteria and conditions specified in the Operations Manual under the respective on-lending windows for Final Direct Loans, or under the activated windows for Direct Loans, as the case may be, under Part 1 of the Project.
7. “Final Direct Loans” means loans made by SACCOs or Participating Banks to Final Beneficiaries under either of Windows 1 or 2 through the respective Subsidiary Credit Lines provided under Part 1 of the Project.
8. “Final Direct Loan Agreement” means an agreement between a SACCO and a Final Beneficiary for a Sub-project under Window 1, or an agreement between a Participating Bank and a Final Beneficiary for a Sub-project under Window 2 of the REF.

9. "Grant Agreement" means the agreement of even date herewith, between the Recipient and the World Bank, acting as implementing entity of the Scaling-Up Renewable Energy Program under the Strategic Climate Fund, providing a grant in the amount of \$21,440,000 to assist in financing the Project.
10. "MINECOFIN" means the Borrower's Ministry of Finance and Economic Planning, or any successor thereto.
11. "MININFRA" means the Borrower's Ministry of Infrastructure, or any successor thereto.
12. "Operations Manual" or "OM" means the operations manual to be adopted by the Project Implementing Entity pursuant to the provisions of Section I.B.1 of the Schedule to the Project Agreement.
13. "Operating Costs" means the reasonable incremental expenses incurred by the Project Implementing Entity, based on annual budgets approved by the World Bank, on account of Project implementation, management, and monitoring, including office supplies and consumables; communication costs; operation and maintenance of office vehicles and equipment; *per diem* and national and international travel costs and accommodations for Project staff; reasonable bank charges; and allowances and salaries of the Project's contractual staff (but excluding the salaries of the Borrower's civil/public servants).
14. "Participating Banks" means commercial and microfinance banks to be selected by the Project Implementing Entity for participation in the Participating Bank Subsidiary Credit Line under Part 1 of the Project, on the basis of the criteria and approval procedures set forth in the Operations Manual, and in accordance with the provisions of Section I.D.1 of the Schedule to the Project Agreement.
15. "Participating Bank Subsidiary Credit Line" means a line of credit under Window 2 of the REF, provided by the PIE to a Participating Bank under a Participating Bank Subsidiary Lending Agreement.
16. "Participating Bank Subsidiary Lending Agreements" means the agreements entered between the Project Implementing Entity and the Participating Banks, for the purposes of the Project, pursuant to the provisions of Section I.D.2 of the Schedule to the Project Agreement.
17. "PIU" means the project implementation unit established in the Project Implementing Entity pursuant to the provisions of Section I.A.2 of the Schedule to the Project Agreement.
18. "PPP Law" means the Law governing Public Private Partnership in Rwanda, No. 14/2016 of 2nd/05/2016 Gazette 22 of 30/05/2016.

19. "Procurement Plan" means the Borrower's procurement plan for the Project, dated May 9, 2017, and provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.
20. "Procurement Regulations" means the "World Bank Procurement Regulations for Borrowers under Investment Project Financing", dated July 1, 2016.
21. "Project Agreement" means the Strategic Climate Fund Scaling-Up Renewable Energy Program Project Agreement for the Project, of even date herewith between the World Bank and the Project Implementing Entity.
22. "Project Implementing Entity" or "PIE" means the Development Bank of Rwanda.
23. "Project Implementing Entity's Legislation" means the Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012.
24. "Project Steering Committee" means the project steering committee referred to in Section I.A.1 of Schedule 2 to this Agreement.
25. "REG" means Rwanda Energy Group, a company established and operating pursuant to its articles of association adopted by the competent authority in accordance with the Borrower's Law No. 07/2009 of 27/04/2009 relating to companies, as amended.
26. "Resettlement Policy Framework" or "RPF" mean a document in form and substance acceptable to the World Bank dated April 13, 2017, which framework outlines the policies and procedures to be implemented in the event that specific activities implemented under the Project have potentially negative impacts on the livelihoods, assets and land of the affected population, as the said framework may be amended and/or supplemented from time to time with the prior written consent of the World Bank, and such term includes any schedules to such document".
27. "SACCOs" means savings and credit cooperatives, established and operating under the laws of the Borrower pertaining to savings and credit cooperatives.
28. "SACCO Subsidiary Credit Line" means a line of credit under Window 1 of the REF, provided by the PIE to a SACCO under a SACCO Subsidiary Lending Agreement.
29. "SACCO Subsidiary Lending Agreements" means the agreements entered between the Project Implementing Entity and the SACCOs, for the purposes of the Project, pursuant to the provisions of Section I.D.2 of the Schedule to the Project Agreement.

30. "Safeguards Instruments" means the ESMF, the RPF and any Supplemental Social and Environmental Safeguards Instruments.
31. "SREP Design Document" is the design for the Scaling-up Renewable Energy Program, approved by the Strategic Climate Fund Trust Fund Committee and issued on June 1, 2009, and as said design may be amended from time to time in accordance with its terms.
32. "Scaling-up Renewable Energy Program" or "SREP" means the program established under the Strategic Climate Fund in accordance with the Governance Framework for the Strategic Climate Fund for the purposes set forth in the SREP Design Document.
33. "Standard Conditions" means the Standard Conditions for Loans Made by the World Bank Out of the Climate Investment Funds, dated February 18, 2014, with the modifications set forth in Section II of this Appendix.
34. "SMEs" means small and medium enterprises.
35. "Sub-projects" means qualifying Tier-1 (or higher) solar systems to be acquired by qualifying Final Beneficiaries under the terms of Final Direct Loans under Windows 1 or 2 of the REF, or qualifying renewable-energy based mini-grids to developed under the terms of Direct Loans under Window 3 of the REF.
36. "Subsidiary Financing Agreement" means the agreement referred to in Section I.B of Schedule 2 to this Agreement pursuant to which the Borrower shall make part of the proceeds of the Loan available to the Project Implementing Entity.
37. "Subsidiary Credit Lines" means wholesale lines of credit provided by the Project Implementing Entity to SACCOs and Participating Banks under Part 1 of the Project under either a SACCO Subsidiary Lending Agreement or a Participating Bank Subsidiary Lending Agreement, as the case may be, all in accordance with the provisions of Section I.D of the Schedule to the Project Agreement.
38. "Supplemental Social and Environmental Safeguards Instrument" means any site-specific or sub-project specific environmental and social management plan, resettlement action plan, pest management plan, or other supplemental social and environmental safeguards instruments as required under the terms of the ESMF or RPF.
39. "Tier 1" means a solar system with 1000 lumen hours and above, so defined under the Borrower's SE4All Multi-Tier Framework, in accordance with the Borrower's Rural Electrification Strategy.
40. "Training" means the costs attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, and costs of

services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation, all within a plan and budget approved by the World Bank.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°51/2017 ryo ku wa 23/10/2017 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri n'indwi n'ibihumbi magana atanu z'amadolari y'Abanyamerika (27,500,000 USD) agenewe umushinga wo gushyiraho ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda</p>	<p>Seen to be annexed to Law n°51/2017 of 23/10/2017 approving the ratification of the Loan Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to a loan of twenty-seven million five hundred thousand United States dollars (USD 27,500,000) for Rwanda renewable energy fund project</p>	<p>Vu pour être annexé à la Loi n°51/2017 du 23/10/2017 approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au prêt de vingt-sept millions cinq cent mille de dollars américains (27.500.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda</p>
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<p>Kigali, kuwa 23/10/2017</p> <p>(sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 23/10/2017</p> <p>(sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 23/10/2017</p> <p>(sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr. NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr. NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr. NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEGEKO N° 52/2017 RYO KU WA 23/10/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 17 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INANA NA MILIYONI MIRONGO INANI NA ZIRINDWI N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (87.600.000 DTS) AGENEWE GAHUNDA Y'UBUMENYI BW'INGENZI BUGAMIJE ITERAMBERE</p>	<p>LAW N° 52/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA, ON 17 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO A CREDIT OF EIGHTY-SEVEN MILLION SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 87,600,000) FOR PRIORITY SKILLS FOR GROWTH PROGRAM</p>	<p>LOI N° 52/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA, LE 17 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE QUATRE-VINGT-SEPT MILLIONS SIX CENT MILLE DROITS DE TIRAGE SPECIAUX (87,600,000 DTS) POUR LE PROGRAMME DE COMPETENCES PRIORITAIRES POUR LA CROISSANCE</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIERES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p>	<p><u>Article One:</u> Approval for ratification</p>	<p><u>Article premier:</u> Approbation pour ratification</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 52/2017 RYO KU WA 23/10/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 17 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INANA NA MILIYONI MIRONGO INANI NA ZIRINDWI N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (87.600.000 DTS) AGENEWE GAHUNDA Y'UBUMENYI BW'INGENZI BUGAMIJE ITERAMBERE</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RYANDIKWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p>	<p>LAW N° 52/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA, ON 17 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO A CREDIT OF EIGHTY-SEVEN MILLION SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 87,600,000) FOR PRIORITY SKILLS FOR GROWTH PROGRAM</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>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</p> <p>THE PARLIAMENT:</p>	<p>LOI N° 52/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA, LE 17 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE QUATRE-VINGT-SEPT MILLIONS SIX CENT MILLE DROITS DE TIRAGE SPECIAUX (87,600,000 DTS) POUR LE PROGRAMME DE COMPETENCES PRIORITAIRES POUR LA CROISSANCE</p> <p>Nous, KAGAME Paul, Président de la République ;</p> <p>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</p> <p>LE PARLEMENT:</p>
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<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 25 Nzeri 2017;</p> <p>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;</p> <p>Imaze gusuzuma Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani na zirindwi n'ibihumbi magana atandatu z'Amadetsi (87.600.000 DTS) agenewe gahunda y'ubumenyi bw'ingenzi bugamije iterambere;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera Kwemeza burundu</p> <p>Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani na zirindwi</p>	<p>The Chamber of Deputies, in its session of 25 September 2017;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;</p> <p>After consideration of the Financing Agreement signed in Kigali, Rwanda, on 17 July 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to a credit of eighty-seven million six hundred thousand Special Drawing Rights (SDR 87,600,000) for priority skills for growth program;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Financing Agreement signed in Kigali, Rwanda, on 17 July 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to a credit of eighty-seven million six hundred thousand Special Drawing Rights</p>	<p>La Chambre des Députés, en sa séance du 25 septembre 2017;</p> <p>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;</p> <p>Après examen de l'Accord de financement signé à Kigali, au Rwanda, le 17 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-sept millions six cent mille Droits de Tirage Spéciaux (87, 600,000 DTS) pour le programme de compétences prioritaires pour la croissance;</p> <p>ADOPTÉ :</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de financement signé à Kigali, au Rwanda, le 17 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-sept millions six cent mille Droits de Tirage Spéciaux</p>
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<p>n'ibihumbi magana atandatu z'Amadetsi (87.600.000 DTS) agenewe gahunda y'ubumenyi bw'ingenzi bugamije iterambere, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>(SDR 87,600,000) for priority skills for growth program, in annex, is approved for ratification.</p> <p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Kinyarwanda.</p> <p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>(87.600.000 DTS) pour le programme de compétences prioritaires pour la croissance, en annexe, est approuvé pour ratification.</p> <p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en kinyarwanda.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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<p>Kigali, ku wa 23/10/2017</p> <p>(sé)</p> <p>KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 23/10/2017</p> <p>(sé)</p> <p>KAGAME Paul President of the Republic</p>	<p>Kigali, le 23/10/2017</p> <p>(sé)</p> <p>KAGAME Paul Président de la République</p>
<p>(sé)</p> <p>Dr. NGIRENTE Edouard Minisitiri w’Intebe</p>	<p>(sé)</p> <p>Dr. NGIRENTE Edouard Prime Minister</p>	<p>(sé)</p> <p>Dr. NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé)</p> <p>BUSINGYE Johnston Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé)</p> <p>BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République :</p> <p>(sé)</p> <p>BUSINGYE Johnston Ministre de la Justice/ Garde des Sceaux</p>

UMUGEREKA W'ITEGEKO N° 52/2017 RYO KUWA 23/10/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 17 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI NA ZIRINDWI N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (87.600.000 DTS) AGENEWE GAHUNDA Y'UBUMENYI BW'INGENZI BUGAMIJE ITERAMBERE	ANNEX TO LAW N° 52/2017 OF 23/10/2017 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA, ON 17 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO A CREDIT OF EIGHTY SEVEN MILLION SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 87,600,000) FOR PRIORITY SKILLS FOR GROWTH PROGRAM	ANNEXE A LA LOI N° 52/2017 DU 23/10/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA, LE 17 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE QUATRE-VINGTS-SEPT MILLIONS SIX CENT MILLE DROITS DE TIRAGE SPECIAUX (87, 600,000 DTS) POUR LE PROGRAMME DE COMPÉTENCES PRIORITAIRES POUR LA CROISSANCE
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Financing Agreement

(Priority Skills For Growth Program)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated July 17, 2017

CREDIT NUMBER 6119-RW

FINANCING AGREEMENT

AGREEMENT dated July 17, 2017, entered into between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a credit in an amount equivalent to eighty-seven million six hundred thousand Special Drawing Rights (SDR 87,600,000) (variously, "Credit" and "Financing"), to assist in financing the program described in Schedule 1 to this Agreement ("Program").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Financing Account shall be deposited by the Association into an account specified by the Recipient and acceptable to the Association.
- 2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.
- 2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.
- 2.05. The Payment Dates are February 15 and August 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the objective of the Program. To this end, the Recipient shall:
- (a) carry out Parts 2 and 3 of the Program through MINEDUC, with the support of BRD, HEC, RP, UR and WDA; and,
 - (b) cause Parts 1 and 4 of the Program to be carried out by CESB,
- all in accordance with the provisions of Article IV of the General Conditions and the Program Agreements.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Program is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consists of the following:
- (a) any one of the Program Implementing Entities' Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the applicable Program Implementing Entity to perform any of its obligations under its Program Agreement; and
 - (b) the Program has been modified or suspended so as to affect materially and adversely the ability of the Recipient to achieve the objective of the Program.
- 4.02. The Additional Events of Acceleration consist of the following:
- (a) the event specified in Section 4.01(a) of this Agreement occurs; and
 - (b) the event specified in Section 4.01(b) of this Agreement has occurred and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely the Subsidiary Agreements have been executed on behalf of the Recipient and each of the Program Implementing Entities.

- 5.02. The Additional Legal Matters consist of the following, namely the Subsidiary Agreements have been duly authorized or ratified by the Recipient and the respective Program Implementing Entities and are legally binding upon the Recipient and the respective Program Implementing Entities in accordance with their terms.
- 5.03. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.
- 5.04. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its Minister responsible for finance.

- 6.02. The Recipient's Address is:

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

Facsimile:

250-25257-75-81

- 6.03. The Association's Address is:
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Telex: Facsimile:

248423 (MCI) 1-202-477-6391

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

REPUBLIC OF RWANDA

By




Authorized Representative
Name: CLAVÉR GASHUMBA
Title: Minister



INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative
Name: Yasser El-Gammal
Title: Country Manager



SCHEDULE 1

Program Description

The objective of the Program is to expand opportunities for the acquisition of quality, market-relevant skills in Selected Economic Sectors.

The Program consists of the following activities:

1. Reinforcing the governance of the skills development system through, *inter alia*: (a) strengthening the skills related component of the NEP Joint Performance Contract; and (b) developing an integrated Skills Development and Employment Promotion Strategy to succeed the NEP.
2. Enhancing quality training programs with market relevance for Selected Economic Sectors through, *inter alia*, improving: (a) targeted long-term university-level programs under the UR; and (b) targeted technical and educational vocational programs.
3. Expanding opportunities for continuous upgrading of job-relevant skills for sustained employability through, *inter alia*: (a) operationalizing the national qualifications framework to clarify learning and career pathways; and (b) providing financial incentives to eligible beneficiaries to foster market-responsive investment in job-relevant skills, including through (i) student loans and bursaries for long-term training opportunities; and (ii) establishing a financing Fund ("Skills Development Fund") and providing Sub-Grants to eligible Sub-Grant Beneficiaries through the Skills Development Fund for specific development projects for short-term training opportunities, such as rapid response training, out-of-school youth training and apprenticeships and internships.
4. Building capacity for Program implementation, including, *inter alia*, for: (a) cross-ministerial collaboration to formulate a comprehensive Skills Development and Employment Promotion Strategy to succeed the NEP; (b) curriculum development to create new or update training courses and programs leading to specialized professional and technical qualifications in Selected Economic Sectors; (c) quality assurance of the training programs; (d) management of student loans recovery; and (e) overall Program management, including monitoring and evaluation.

SCHEDULE 2

Program Execution

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

Without limitation upon the provisions of Article IV of the General Conditions, the Recipient shall carry out the Program, or cause the Program to be carried out, in accordance with financial management, procurement and environmental and social management systems acceptable to the Association ("Program Fiduciary, Environmental and Social Systems") which are designed to ensure that:

1. the Financing proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
2. the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. Anti-Corruption

Without limitation upon the provisions of Part A of this Section, the Recipient shall carry out the Program, or cause the Program to be carried out, in accordance with the provisions of the Anti-Corruption Guidelines.

C. Other Program Institutional and Implementation Arrangements

1. Program Institutions

Without limitation upon the generality of Part A of this Section I, the Recipient shall maintain, or cause to be maintained, as the case may be, throughout the implementation of the Program, the offices, units and departments within MINEDUC, and the Program Implementing Entities, and ensure that they are assigned with technical, social and environmental safeguards, fiduciary and other responsibilities for implementing the Program, all with powers, functions, institutional capacity and staffing acceptable to the Association and with resources adequate to fulfill their respective functions under the Program, as further detailed in the Program Operational Manual.

2. Program Operational Manual

- (a) Without limitation on the generality of Part A of this Section I, the Recipient shall prepare, in form and substance satisfactory to the Association and no later than three (3) months after the Effective Date, an operational manual containing detailed institutional, administrative, financial, environmental and social, technical and operational guidelines and procedures for the implementation of the Program, including a description of the NEP and the roles and responsibilities of each of the Program Implementing Entities, and thereafter, carry out the Program and cause the Program Implementing Entities to carry out the Program, in accordance with such operational manual, as shall have been approved by the Association ("Program Operational Manual").
- (b) The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the Program Operational Manual, without the prior written agreement of the Association.
- (c) Notwithstanding the foregoing, if any provision of said Program Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Program Action Plan

- (a) Without limitation on the generality of Part A of this Section I, the Recipient shall carry out the Program Action Plan, or cause the Program Action Plan to be carried out, in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Association, and shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended any provision of the Program Action Plan without the prior written agreement of the Association.
- (b) Notwithstanding the foregoing, if any provision of said Program Action Plan is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. Subsidiary Agreement with CESB

- (a) To facilitate the carrying out of CESB's Respective Parts 1 and 4 of the Program, the Recipient shall make part of the proceeds of the Financing available to the CESB under a subsidiary agreement between the Recipient and the CESB ("CESB Subsidiary

Agreement”), under terms and conditions approved by the Association which shall include providing the Financing to CESB on a grant basis.

- (b) The Recipient shall exercise its rights under the CESB Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
- (c) Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the CESB Subsidiary Agreement or any of its provisions.

5. Subsidiary Agreement with BRD

- (a) To facilitate the carrying out of BRD’s Respective Part 3(b)(i) of the Program, the Recipient shall make part of the proceeds of the Financing available to the BRD under a subsidiary agreement between the Recipient and the BRD (“BRD Subsidiary Agreement”), under terms and conditions approved by the Association which shall include providing the Financing to BRD on a grant basis.
- (b) The Recipient shall exercise its rights under the BRD Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
- (c) Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the BRD Subsidiary Agreement or any of its provisions.

6. Subsidiary Agreement with WDA

- (a) To facilitate the carrying out of WDA’s Respective Parts 2(b), 3(a) and 3(b)(ii) of the Program, the Recipient shall make part of the proceeds of the Financing available to the WDA under a subsidiary agreement between the Recipient and the WDA (“WDA Subsidiary Agreement”), under terms and conditions approved by the Association which shall include providing the Financing to WDA on a grant basis.
- (b) The Recipient shall exercise its rights under the WDA Subsidiary Agreement in such manner as to protect the interests of the

Recipient and the Association and to accomplish the purposes of the Financing.

- (c) Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the WDA Subsidiary Agreement or any of its provisions.

7. Subsidiary Agreement with UR

- (a) To facilitate the carrying out of UR's Respective Parts 2(a) and 3(a) of the Program, the Recipient shall make part of the proceeds of the Financing available to UR under a subsidiary agreement between the Recipient and UR ("UR Subsidiary Agreement"), under terms and conditions approved by the Association which shall include providing the Financing to UR on a grant basis.
- (b) The Recipient shall exercise its rights under the UR Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
- (c) Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the UR Subsidiary Agreement or any of its provisions.

8. Subsidiary Agreement with HEC

- (a) To facilitate the carrying out of HEC's Respective Parts 2(a), 3(a) and 3(b)(i) of the Program, the Recipient shall make part of the proceeds of the Financing available to the HEC under a subsidiary agreement between the Recipient and the HEC ("HEC Subsidiary Agreement"), under terms and conditions approved by the Association which shall include providing the Financing to HEC on a grant basis.
- (b) The Recipient shall exercise its rights under the HEC Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
- (c) Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the HEC Subsidiary Agreement or any of its provisions.

9. Subsidiary Agreement with RP

- (a) To facilitate the carrying out of RP's Respective Part 2(b) of the Program, and upon the RP's establishment, in form and substance satisfactory to the Association, the Recipient shall make part of the proceeds of the Financing available to the RP under a subsidiary agreement between the Recipient and the RP ("RP Subsidiary Agreement"), under terms and conditions approved by the Association which shall include providing the Financing to RP on a grant basis.
- (b) The Recipient shall exercise its rights under the RP Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing.
- (c) Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the RP Subsidiary Agreement or any of its provisions.

Section II. Excluded Activities

The Recipient shall ensure that the Program excludes any activities which:

- A. in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost US\$115 million equivalent or more per contract; (2) goods, estimated to cost US\$75 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$75 million equivalent or more per contract; (4) consulting services, estimated to cost US\$30 million equivalent or more per contract; or (5) information technology system estimated to cost US\$60 million equivalent or more per contract.

Section III. Program Monitoring, Reporting and Evaluation; Audits

A. Program Reports

The Recipient shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 4.08 of the General Conditions. Each Program Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than two (2) months after the end of the period covered by such report.

B. Program Financial Audits

Without limitation upon the generality of Section I.A of this Schedule 2 and Section 4.09 of the General Conditions, the Recipient shall have the Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Unless otherwise agreed by the Association, each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than ten (10) months after the end of such period.

C. Verification of Program Results

Without limitation on the provisions of Part A of this Section III, the Recipient shall prior to each payment under the Program carry out in accordance with the Verification Protocol, an assessment to determine the extent to which the Disbursement Linked Results ("DLR") in respect of which payment is requested has been achieved. To this end, the Recipient shall:

- (a) vest in the Office of the Auditor General the responsibility of undertaking the verification of compliance of the DLIs/DLRs (except for DLI/DLR #2) which are set forth in the table in Section IV.A.2 of this Schedule;
- (b) cause the Office of the Auditor General ("OAG") to, not later than thirty (30) days, after the verification of compliance of said DLIs/DLRs has been completed, prepare and furnish to the Recipient and the Association, a report on the results of said verification of compliance process of such scope and in such detail as the Association shall reasonably request;
- (c) no later than three (3) months after the Effective Date, cause CESB to appoint, and thereafter maintain throughout Program implementation, an Independent Verification Agent, with qualification, experience and under terms of reference satisfactory to the Association, to undertake the verification of compliance of DLI/DLR #2 which is set forth in the table in Section IV.A.2. of this Schedule; and
- (d) cause said Independent Verification Agent to, not later than thirty (30) days, after the verification of compliance of DLI/DLR #2 has been completed, prepare and furnish to the Recipient and the Association, a report on the results of said verification of compliance process of such scope and in such detail as the Association shall reasonably request.

Section IV. Withdrawal of Financing Proceeds

A. General

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

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Financing Allocated (expressed in SDR)	Disbursement formula (DLR allocations)
(1) DLI #1: Implementation of the NEP JPC, which incorporates results of sector- level action plans that address skills gaps in Selected Economic Sectors	<p>DLR #1.1 Completion of sector-level action plans based on skills needs assessment in Selected Economic Sectors</p> <p>DLR# 1.2. Incorporation in the NEP of key elements of an action plan to address skills gaps in Selected Economic Sectors</p> <p>DLR #1.3. Recipient's approval, by Cabinet, of the Skills Development</p>	18,240,000	<p>DLR #1.1: 6,570,000</p> <p>DLR #1.2: 4,370,000 by August 31, 2018</p> <p>DLR #1.3: 7,300,000</p>

	and Employment Promotion Strategy		
(2) DLI #2: New or updated quality training programs accredited for market-relevant jobs in Selected Economic Sectors	<p>The Recipient has met the target for increasing the number of new and updated quality training programs that are accredited for market-relevant jobs in Selected Economic Sectors</p> <p>Baseline: 13 Target: 46</p>	22,250,000	<p>875,271 for each accredited program at university degree level</p> <p>729,384 for each accredited program at technical diploma level</p> <p>510,569 for each accredited program at vocational certificate level</p> <p>Disbursements are to be made against any combination of the above on a first achieved basis.</p>
(3) DLI #3: Number of accredited new or updated quality training programs that will be delivered by staff that participated in Industry Attachments of Selected Economic Sectors	<p>The target for increasing the number of new and updated quality training programs that will be delivered by staff that participated in Industry Attachments in Selected Economic Sector increases</p> <p>Baseline: 0 Target: 15</p>	3,660,000	<p>244,000 per accredited new or updated quality training program that will be delivered by staff that participated in Industry Attachments in the Selected Economic Sectors</p>
(4) DLI #4: Number of graduates receiving a matching grant under the SDF	<p>DLR #4.1 Completion of the governance and management structure of the SDF</p>	17,880,000	<p>DLR #4.1: 3,100,000 for completion of governance and management structure of SDF by August 31, 2018</p>

	<p>DLR #4.2 Number of graduates trained under the SDF</p> <p>Baseline: 0 Target: 9000 graduates</p>		<p>DLI #4.2: 14,780,000 of which 821,111 for each batch of 500 graduates trained for a maximum of 18 batches</p>
(5) DLI #5: Improved sustainability of financing for long term training programs as measured by student loan recovery	<p>DLR #5.1: Operationalization of a digitized database to track eligible beneficiaries of the student loan program;</p> <p>DLR #5.2: Increase in the loan recovery rates</p> <p>Baseline: 16% Target: 27%</p>	18,250,000	<p>DLR #5.1: 2,190,000</p> <p>DLR #5.2: 16,060,000, of which 1,460,000 per percentage point improvement from baseline recovery rate</p>
(6) DLI #6: Completion of capacity building in Selected Capacity Building Areas, with milestones, for CESB, MINEDUC, HEC, BRD, UR, WDA, RP and targeted training institutions	<p>DLR #6.1: Signing of MoU and agreement by CESB of capacity building plans, with specified milestones</p> <p>DLR #6.2: Completion of capacity building for CESB, MINEDUC, HEC, BRD, UR, WDA, RP and targeted training institutions in three Selected Capacity Building Areas</p>	7,320,000	<p>DLR #6.1: 3,660,000 by August 31, 2018</p> <p>DLR #6.2: 3,660,000 of which 1,220,000 for each Selected Capacity Building Area</p>
TOTAL AMOUNT		87,600,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) for purposes of Section 2.03 of the General Conditions (renumbered as such pursuant to paragraph 6 of Section II of the Appendix to this Agreement and relating to *Program Expenditures*), for DLRs achieved prior to the date of this Agreement;
 - (b) for any DLR, until and unless the Recipient has furnished evidence satisfactory to the Association that said DLR has been achieved, including verification reports from the OAG or the Independent Verification Agent, as the case may be, in accordance with procedures and arrangements and verification protocols satisfactory to the Association; and
 - (c) for any payments under Category (2) of the table set forth in Section IV.A.2. above unless: (i) the RP Subsidiary Agreement has been executed on behalf of the Recipient and RP; and (ii) the RP Subsidiary Agreement has been duly authorized or ratified by the Recipient and RP and is legally binding upon the Recipient and RP in accordance with its terms.
 - (d) Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw an amount not to exceed SDR 21,900,000 as an advance; provided, however, that if the DLRs in the opinion of the Association, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by the Association in accordance with the Disbursement Calculation Formula for said Categories) to the Association promptly upon notice thereof by the Association. Except as otherwise agreed with the Recipient, the Association shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the Association shall specify by notice to the Recipient.
2. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under any of the Categories has not been achieved or has not been achieved by the date by which the said DLR is set to be achieved, as the case may be, the Association may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Financing then allocated to said Category which, in the opinion of the Association, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the Disbursement Calculation Formula set out in column 3 of the table above; (b) reallocate all or a portion of the proceeds of the Financing then allocated to said

DLR to any other DLR ; and/or (c) cancel all or a portion of the proceeds of the Financing then allocated to said DLR.

3. The Closing Date is September 30, 2020.
4. Notwithstanding the foregoing provisions of this Section IV, if at any time after the Closing Date the Recipient has failed to provide evidence satisfactory to the Association that the Withdrawn Financing Balance does not exceed the total amount of Program Expenditures, the Recipient shall, promptly upon notice from the Association, refund to the Association such excess amount of the Withdrawn Financing Balance. The Association shall cancel the refunded amount of the Withdrawn Financing Balance.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each August 15 and February 15, commencing August 15, 2023 to and including February 15, 2055.	1.5625%

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

APPENDIX

Section I. Definitions

1. “Anti-Corruption Guidelines” means the Association’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015.
2. “BRD” means the Development Bank of Rwanda, a public company limited by shares, incorporated on August 5, 1967, registered at the Recipient’s office of the registrar general with company code no. 1000003547, operating pursuant to its incorporation certificate issued on July 7, 2011 and banking license no. 003, issued by the National Bank of Rwanda on August 11, 2009.
3. “BRD Legislation” means the BRD incorporation certificate issued on July 7, 2011 and banking license no. 003, issued by the National Bank of Rwanda on August 11, 2009.
4. “Cabinet” means the part of the Executive branch of the Recipient’s government that is at the same time the highest decision-making body for the Recipient, which is responsible, under the guidance of the President of the Republic of Rwanda, for agreeing national policy and ensuring that policy decisions are implemented, pursuant to the Recipient’s Constitution, and Presidential Order N° 03/01 of 02/04/2008 *determining the functioning and membership of Cabinet*.
5. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
6. “CESB” means Recipient’s Capacity Development and Employment Services Board, established and operating pursuant to Law No. 43/2016 of October 18, 2016 *establishing the Capacity Development and Employment Services Board and determining its mission, powers, organization and functioning*, published on the Official Gazette No Special of October 18, 2016, and the Prime Minister Order No.39/03 of February 24 determining organizational structure, salaries and fringe benefits for employees of the Capacity Development and Employment Services Board (CESB).
7. “CESB Legislation” means Law No. 43/2016 of October 18, 2016 *establishing the Capacity Development and Employment Services Board and determining its mission, powers, organization and functioning*, published on the Official Gazette No Special of October 18, 2016, and the Prime Minister Order No. 39/03 of February 24 determining organizational structure, salaries and fringe benefits for employees of the Capacity Development and Employment Services Board (CESB).

8. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
9. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Financing allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
10. “Fiscal Year” or “FY” means the financial year of the Recipient commencing July1 of every calendar year and ending June 30 of the subsequent year.
11. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.
12. “HEC” means the Recipient’s Higher Education Council, established and operating pursuant to Law No. 72/2013 of September 10, 2013 *establishing the Higher Education Council and determining its mission, powers, organization and functioning*, published on the Official Gazette No 38 of September 23, 2013, and the Prime Minister Order No. 20883 of December 12, 2013.
13. “HEC Legislation” means Law No. 72/2013 of September 10, 2013 *establishing the Higher Education Council and determining its mission, powers, organization and functioning*, published on the Official Gazette No 38 of September 23, 2013, and the Prime Minister Order No. 20883 of December 12, 2013.
14. “Industry Attachment” means a work-based experience providing organizational context for the instructors to develop specific or generic skills valuable for their professional development.
15. “Joint Performance Contract” or “JPC” means the performance contract entered into between the Recipient and each of the Program Implementing Entities, and any others, pursuant to each of the Program Implementing Entities’ Legislation.
16. “MINEDUC” means the Recipient’s Ministry in charge of education, and currently known as “Ministry of Education”, or any successor thereof satisfactory to the Association.
17. “MoU” means the memorandum of understanding to be entered by CESB and targeted training institutions for purposes of Part 4 of the Program.

18. "NEP" means the Recipient's National Employment Program, which sets out the 2014-2019 national employment program of the Recipient, and approved by Cabinet on December 15, 2014.
19. "Office of the Auditor General" or "OAG" means the Recipient's Office of the Auditor General, or any successor agency thereto satisfactory to the Association.
20. "Program Action Plan" means the Recipient's plan dated May 30, 2017 and referred to in Section I.C.3. of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Association.
21. "Program Fiduciary, Environmental and Social Systems" means the Recipient's and Program Implementing Entities' systems for the Program referred to in Section I.A of Schedule 2 to this Agreement.
22. "Program Implementing Entities" means the BRD, CESB, HEC, RP, UR, and WDA.
23. "Program Implementing Entities' Legislation" means the BRD Legislation, the CESB Legislation, the HEC Legislation, the RP Legislation, the UR Legislation, and the WDA Legislation.
24. "Program Operational Manual" means the manual to be prepared and adopted by the Recipient, for the implementation of the Program, in form and substance satisfactory to the Association, pursuant to Section I.C.2. of Schedule 2 to this Agreement, as the same may be updated from time to time with the prior written agreement of the Association.
25. "RP" means the Recipient's Rwanda polytechnic to be established, in accordance with the Recipient's applicable laws, in a manner satisfactory to the Association.
5. "Selected Capacity Building Areas" means areas on (a) cross-ministerial collaboration to formulate a comprehensive Skills Development and Employment Promotion Strategy to succeed the NEP; (b) curriculum development to create new or update training courses and programs leading to specialized professional and technical qualifications in Selected Economic Sectors; (c) quality assurance of the training programs; (d) management of student loans recovery; and (e) overall Program management, including monitoring and evaluation.
26. "Selected Economic Sectors" means the energy, transport and logistics, and manufacturing with a focus on made in Rwanda.
27. "Skills Development Fund" or "SDF" means the Fund to be established under Part 3.b.(ii) of the Program for the purpose of making Sub-Grants to Sub-Grants Beneficiaries.

28. “Sub-Grant” means a grant made out of the proceeds of the Financing to a Sub-Grant Beneficiary.
29. “Sub-Grant Agreement” means an agreement between the WDA and a Sub-Grant Beneficiary for a Sub-project.
30. “Sub-Grant Beneficiary” means a legal entity duly established under the laws of the Recipient to which WDA has made a Sub-Grant under Part 3.b.(ii) of the Program.
31. “Subsidiary Agreements” means the agreements referred to in Section I.C.4. – 9. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Financing available to CESB, BRD, WDA, UR, RP and HEC.
32. “Skills Development and Employment Promotion Strategy” means the Recipient’s strategy for skills development and employment, to be developed as a successor to NEP.
33. “UR” means the Recipient’s University of Rwanda, established and operating pursuant to Law No. 71/2013 of September 10, 2013 *establishing the University of Rwanda and determining its mission, powers, organization and functioning*, published on the Official Gazette No 38 of September 23, 2013, and the Prime Minister Order No. 218/03 of December 2, 2013.
34. “UR Legislation” means Law No. 71/2013 of September 10, 2013 *establishing the University of Rwanda and determining its mission, powers, organization and functioning*, published on the Official Gazette No 38 of September 23, 2013, and the Prime Minister Order No. 218/03 of December 2, 2013.
35. “WDA” means the Recipient’s Workforce Development Authority, established and operating pursuant to Law No. 42/2016 of October 18, 2016 *establishing the Workforce Development Authority and determining its mission, powers, organization and functioning*, published on the Official Gazette No Special of October 18, 2016.
36. “WDA Legislation” means Law No. 42/2016 of October 18, 2016 *establishing the Workforce Development Authority and determining its mission, powers, organization and functioning*, published on the Official Gazette No Special of October 18, 2016.

Section II. Modifications to the General Conditions

The General Conditions are hereby modified as follows:

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

category if the Association reasonably determines at any time that such reallocation is appropriate for the purposes of the Program.”

9. Section 6.01, *Cancellation by the Recipient*, is modified to read: “The Recipient may, by notice to the Association, cancel any amount of the Unwithdrawn Financing Balance.”
10. Paragraph (d) of Section 6.03, *Cancellation by the Association*, entitled “Misprocurement”, is deleted, and subsequent paragraphs are re lettered accordingly.
11. Section 6.04, *Amounts Subject to Special Commitment not Affected by Cancellation or Suspension by the Association*, is deleted in its entirety, and subsequent Sections in Article VI and references to such Sections are renumbered accordingly.
12. In the **Appendix**, *Definitions*, all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term “Special Commitment” set forth in paragraph 50 is deleted in its entirety, and all subsequent paragraphs are renumbered accordingly.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°52/2017 ryo ku wa 23/10/2017 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani na zirindwi n'ibihumbi magana atandatu z'Amadetsi (87.600.000 DTS) agenewe gahunda y'ubumenyi bw'ingenzi bugamije iterambere</p>	<p>Seen to be annexed to Law n° 52/2017 of 23/10/2017 approving the ratification of the Financing Agreement signed in Kigali, Rwanda, on 17 July 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to a credit of eighty seven million six hundred thousand Special Drawing Rights (SDR 87,600,000) for priority skills for growth program</p>	<p>Vu pour être annexé à la Loi n° 52/2017 du 23/10/2017 approuvant la ratification de l'Accord de financement signé à Kigali, au Rwanda, le 17 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-sept millions six cent mille Droits de Tirage Spéciaux (87,600,000 DTS) pour le programme de compétences prioritaires pour la croissance</p>
<p>Kigali, ku wa 23/10/2017 (sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 23/10/2017 (sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 23/10/2017 (sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr. NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr. NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr. NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika: (sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic: (sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République (sé) BUSINGYE Johnston Ministre de la Justice/ Garde des Sceaux</p>

<p>ITEKA RYA PEREZIDA N° 162/01 RYO KU WA 23/10/2017 RYEMEZA BURUNDU AMASEZERANO Y'INYONGERA Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22 GICURASI 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE (ADF), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ABIRI NA MAKUMYABIRI ZA «UNITS OF ACCOUNT» (2.220.000 UA) AGENEWE UMUSHINGA WO KONGERA UBURYO BWO KWEGEREZA ABATURAGE IBJYANYE N'INGUFU</p>	<p>PRESIDENTIAL ORDER N° 162/01 OF 23/10/2017 RATIFYING THE ADDITIONAL LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 22 MAY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND (ADF), RELATING TO THE LOAN OF TWO MILLION TWO HUNDRED TWENTY THOUSAND UNITS OF ACCOUNT (UA 2,220,000) FOR SCALING UP ENERGY ACCESS PROJECT</p>	<p>ARRETE PRESIDENTIEL N° 162/01 DU 23/10/2017 RATIFIANT L'ACCORD DE PRET ADDITIONNEL SIGNE A KIGALI, AU RWANDA LE 22 MAI 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT (FAD), RELATIF AU PRET DE DEUX MILLIONS DEUX CENT VINGT MILLE UNITES DE COMPTE (2.220.000 UC) POUR LE PROJET D'AMELIORATION DE L'ACCES A L'ENERGIE</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIERES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemeza burundu</p>	<p><u>Article One:</u> Ratification</p>	<p><u>Article premier:</u> Ratification</p>
<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p>	<p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 3:</u> Igihe iri iteka ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 162/01 RYO KU WA 23/10/2017 RYEMEZA BURUNDU AMASEZERANO Y'INYONGERA Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 22 GICURASI 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE (ADF), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ABIRI NA MAKUMYABIRI ZA «UNITS OF ACCOUNT» (2.220.000 UA) AGENEWE UMUSHINGA WO KONGERA UBURYO BWO KWEGEREZA ABATURAGE IBJYANYE N'INGUFU</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>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'iya 176;</p> <p>Dushingiye ku Itegeko n° 49/2017 ryo ku wa 23/10/2017 ryemera kwemeza burundu Amasezerano y'inyongera y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 22 Gicurasi 2017, hagati ya Repubulika y'u</p>	<p>PRESIDENTIAL ORDER N° 162/01 OF 23/10/2017 RATIFYING THE ADDITIONAL LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 22 MAY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND (ADF), RELATING TO THE LOAN OF TWO MILLION TWO HUNDRED TWENTY THOUSAND UNITS OF ACCOUNT (UA 2,220,000) FOR SCALING UP ENERGY ACCESS PROJECT</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p> <p>Pursuant to Law n°49/2017 of 23/10/2017 approving the ratification of the Additional Loan Agreement signed in Kigali, Rwanda, on 22 May 2017, between the Republic of Rwanda and the African Development Fund</p>	<p>ARRETE PRESIDENTIEL N° 162/01 DU 23/10/2017 RATIFIANT L'ACCORD DE PRET ADDITIONNEL SIGNE A KIGALI, AU RWANDA, LE 22 MAI 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT (FAD), RELATIF AU PRET DE DEUX MILLIONS DEUX CENT VINGT MILLE UNITES DE COMPTE (2.220.000 UC) POUR LE PROJET D'AMELIORATION DE L'ACCES A L'ENERGIE</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p> <p>Vu la Loi n°49/2017 du 23/10/2017 approuvant la ratification de l'Accord de prêt additionnel signé à Kigali, au Rwanda, le 22 mai 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD),</p>
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<p>Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi maganabiri na makumyabiri za «Units of Account» (2.220.000 UA) agenewe umushinga wo kongera uburyo bwo kwegereza abaturatione ibijyanye n'ingufu;</p> <p>Tumaze kubona Amasezerano y'inyongera y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 22 Gicurasi 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi maganabiri na makumyabiri za «Units of Account» (2.220.000 UA) agenewe umushinga wo kongera uburyo bwo kwegereza abaturatione ibijyanye n'ingufu;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri yateranye ku wa 12/09/2017 imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE :</p>	<p>(ADF), relating to the loan of two million two hundred twenty thousand Units of Account (UA 2,220,000) for scaling up energy access project;</p> <p>Considering the Additional Loan Agreement signed in Kigali, Rwanda, on 22 May 2017, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of two million two hundred twenty thousand Units of Account (UA 2,220,000) for scaling up energy access project;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and adoption by the Cabinet, in its session of 12/09/2017;</p> <p>HAVE ORDERED AND HEREBY ORDER:</p>	<p>relatif au prêt de deux millions deux cent vingt mille Unités de Compte (2.220.000 UC) pour le projet d'amélioration de l'accès à l'énergie;</p> <p>Considérant l'Accord de prêt additionnel signé à Kigali, au Rwanda, le 22 mai 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de deux millions deux cent vingt mille Unités de Compte (2.220.000 UC) pour le projet d'amélioration de l'accès à l'énergie;</p> <p>Sur proposition du Ministre des Finances et de la Planification Economique;</p> <p>Après examen et adoption par le Conseil des Ministres en sa séance du 12/09/2017;</p> <p>AVONS ARRETE ET ARRETONS:</p>
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<p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'inyongera y'inguzanyo yashyirweho umukono i Kigali, mu Rwanda, ku wa 22 Gicurasi 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni ebyiri n'ibihumbi magana abiri na makumyabiri za «Units of Account» (2.220.000 UA) agenewe umushinga wo kongera uburyo bwo kwegereza abatwariye ibijyanye n'ingufu, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwariye, n'Umuryango w'Ibihugu bya Afurika y'Iburasirazuba na Minisitiri w'Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3: Igihe iri iteka ritangira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangirijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article One: Ratification</u></p> <p>The Additional Loan Agreement signed in Kigali, Rwanda, on 22 May 2017, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of two million two hundred twenty thousand Units of Account (UA 2,220,000) for scaling up energy access project, in annex, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs, Cooperation and East African Community and the Minister of Infrastructure are entrusted with the implementation of this Order</p> <p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article premier: Ratification</u></p> <p>L'Accord de prêt additionnel signé à Kigali, au Rwanda, le 22 mai 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de deux millions deux cent vingt mille Unités de Compte (2.220.000 UC) pour le projet d'amélioration de l'accès à l'énergie, en annexe, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères, de la Coopération et de la Communauté d'Afrique de l'Est et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, ku wa 23/10/2017 (sé) KAGAME Paul Perezida wa Repubulika	Kigali, on 23/10/2017 (sé) KAGAME Paul President of the Republic	Kigali, le 23/10/2017 (sé) KAGAME Paul Président de la République
(sé) Dr. NGIRENTE Edouard Minisitiri w’Intebe	(sé) Dr. NGIRENTE Edouard Prime Minister	(sé) Dr. NGIRENTE Edouard Premier Ministre
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (sé) BUSINGYE Johnston Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 163/01 RYO KU WA 23/10/2017 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ANE NA MIRONGO INE Z'AMADOLARI Y'ABANYAMERIKA (21.440.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHU IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p>	<p>PRESIDENTIAL ORDER N° 163/01 OF 23/10/2017 RATIFYING THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE GRANT OF TWENTY-ONE MILLION FOUR HUNDRED FORTY THOUSAND UNITED STATES DOLLARS (USD 21,440,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p>	<p>ARRETE PRESIDENTIEL N° 163/01 DU 23/10/2017 RATIFIANT L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU DON DE VINGT-UN MILLIONS QUATRE CENT QUARANTE MILLE DE DOLLARS AMERICAINS (21.440.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p>
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<p>ITEKA RYA PEREZIDA N° 163/01 RYO KU WA 23/10/2017 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'IMWE N'IBIHUMBI MAGANA ANE NA MIRONGO INE Z'AMADOLARI Y'ABANYAMERIKA (21.440.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHU IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p>	<p>PRESIDENTIAL ORDER N° 163/01 OF 23/10/2017 RATIFYING THE GRANT AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO THE GRANT OF TWENTY-ONE MILLION FOUR HUNDRED FORTY THOUSAND UNITED STATES DOLLARS (USD 21,440,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p>	<p>ARRETE PRESIDENTIEL N° 163/01 DU 23/10/2017 RATIFIANT L'ACCORD DE DON SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU DON DE VINGT-UN MILLIONS QUATRE CENT QUARANTE MILLE DE DOLLARS AMERICAINS (21.440.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République;</p>
<p>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'iya 176;</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>

<p>Dushingiye ku Itegeko n° 50/2017 ryo ku wa 23/10/2017 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'impano ingana na miliyoni makumyabiri n'imwe n'ibihumbi magana ane na mirongo ine z'amadolari y'Abanyamerika (21.440.000 USD) agenewe umushinga wo gushyiraho ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda;</p>	<p>Pursuant to Law n° 50/2017 of 23/10/2017 approving the ratification of the Grant Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to the grant of twenty-one million four hundred forty thousand United States dollars (USD 21,440,000) for Rwanda renewable energy fund project;</p>	<p>Vu la Loi n° 50/2017 du 23/10/2017 approuvant la ratification de l'Accord de don signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au don de vingt-un millions quatre cent quarante mille de dollars américains (21.440.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda;</p>
<p>Tumaze kubona Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega Cyita ku Mihindagurikire y'Ikirere, yerekeranye n'impano ingana na miliyoni makumyabiri n'imwe n'ibihumbi magana ane na mirongo ine z'amadolari y'Abanyamerika (21.440.000 USD) agenewe umushinga wo gushyiraho ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda;</p>	<p>Considering the Grant Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to the grant of twenty-one million four hundred forty thousand United States dollars (USD 21,440,000) for Rwanda renewable energy fund project;</p>	<p>Considérant l'Accord de don signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au don de vingt-un millions quatre cent quarante mille de de dollars américains (21.440.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda;</p>

<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri yateranye ku wa 12/09/2017 imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE :</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'impano ingana na miliyoni makumyabiri n'imwe n'ibihumbi magana ane na mirongo ine z'Amadolari y'Abanyamerika (21.440.000 USD) agenewe umushinga wo gushyiraho ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and adoption by the Cabinet, in its session of 12/09/2017;</p> <p>HAVE ORDERED AND HEREBY ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Grant Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to the grant of twenty-one million four hundred forty thousand United States Dollars (USD 21,440,000) for Rwanda renewable energy fund project, in annex, is ratified and becomes fully effective.</p>	<p>Sur proposition du Ministre des Finances et de la Planification Economique;</p> <p>Après examen et adoption par le Conseil des Ministres, en sa séance du 12/09/2017;</p> <p>AVONS ARRETE ET ARRETONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord de don signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au don de vingt-un millions quatre cent quarante mille de Dollars Américains (21.440.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda, en annexe, est ratifié et sort son plein et entier effet.</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane, n'Umuryango w'Ibihugu by'Afurika y'Iburasirazuba na Minisitiri w'Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs, Cooperation and East African Community and the Minister of Infrastructure are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères, de la Coopération et de la Communauté d'Afrique de l'Est et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, ku wa 23/10/2017 (sé) KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 23/10/2017 (sé) KAGAME Paul President of the Republic</p>	<p>Kigali, le 23/10/2017 (sé) KAGAME Paul Président de la République</p>
<p>(sé) Dr. NGIRENTE Edouard Minisitiri w'Intebe</p>	<p>(sé) Dr. NGIRENTE Edouard Prime Minister</p>	<p>(sé) Dr. NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika: (sé) BUSINGYE Johnston Minisitiri w'Ububabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic: (sé) BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République: (sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEKA RYA PEREZIDA N° 164/01 RYO KU WA 23/10/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI N'INDWI N'IBIHUMBI MAGANA ATANU Z'AMADOLARI Y'ABANYAMERIKA (27.500.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHU IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p>	<p>PRESIDENTIAL ORDER N° 164/01 OF 23/10/2017 ON RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO A LOAN OF TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (USD 27,500,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p>	<p>ARRETE PRESIDENTIAL N° 164/01 DU 23/10/2017 RATIFIANT L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU PRET DE VINGT-SEPT MILLIONS CINQ CENT MILLE DE DOLLARS AMERICAINS (27.500.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p>
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<p>ITEKA RYA PEREZIDA N° 164/01 RYO KU WA 23/10/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 07 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUSHYIRA MU BIKORWA GAHUNDA YO GUKWIRAKWIZA INGUFU Z'IMIRASIRE Y'IZUBA ITERWA INKUNGA N'IKIGEGA CYITA KU MIHINDAGURIKIRE Y'IKIRERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI N'INDWI N'IBIHUMBI MAGANA ATANU Z'AMADOLARI Y'ABANYAMERIKA (27.500.000 USD) AGENEWE UMUSHINGA WO GUSHYIRAHU IKIGEGA KIGENEWE GUTEZA IMBERE INGUFU Z'IMIRASIRE Y'IZUBA MU RWANDA</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p>	<p>PRESIDENTIAL ORDER N° 164/01 OF 23/10/2017 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 07 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS AN IMPLEMENTING ENTITY OF THE SCALING-UP RENEWABLE ENERGY PROGRAM UNDER THE STRATEGIC CLIMATE FUND, RELATING TO A LOAN OF TWENTY-SEVEN MILLION FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (USD 27,500,000) FOR RWANDA RENEWABLE ENERGY FUND PROJECT</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>ARRETE PRESIDENTIAL N° 164/01 DU 23/10/2017 PORTANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 07 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), AGISSANT EN QUALITE D'AGENCE D'EXECUTION DU PROGRAMME DE VALORISATION A GRANDE ECHELLE DES ENERGIES RENOUVELABLES DU FONDS STRATEGIQUE POUR LE CLIMAT, RELATIF AU PRET DE VINGT-SEPT MILLIONS CINQ CENT MILLE DE DOLLARS AMERICAINS (27.500.000 USD) POUR LE PROJET D'ETABLISSEMENT D'UN FONDS POUR LES ENERGIES RENOUVELABLES AU RWANDA</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>
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<p>Dushingiye ku Itegeko n°51/2017 ryo ku wa 23/10/2017 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri n'indwi n'ibihumbi magana atanu z'amadolari y'Abanyamerika (27.500.000 USD) agenewe umushinga wo gushyiraho Ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda;</p>	<p>Pursuant to Law n°51/2017 of 23/10/2017 approving the ratification of the Loan Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to a loan of twenty-seven million five hundred thousand United States dollars (USD 27,500,000) for Rwanda renewable energy fund project;</p>	<p>Vu la Loi n°51/2017 du 23/10/2017 approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au prêt de vingt-sept millions cinq cent mille de dollars américains (27.500.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda;</p>
<p>Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri n'indwi n'ibihumbi magana atanu z'amadolari y'Abanyamerika (27.500.000 USD) agenewe umushinga wo gushyiraho Ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda;</p>	<p>Considering the Loan Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to a loan of twenty-seven million five hundred thousand United States dollars (USD 27,500,000) for Rwanda renewable energy fund project;</p>	<p>Considérant l'Accord de prêt signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au prêt de vingt-sept millions cinq cent mille de dollars américains (27.500.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda;</p>

<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri yateranye ku wa 12/09/2017 imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 07 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego rushyira mu bikorwa gahunda yo gukwirakwiza ingufu z'imirasire y'izuba iterwa inkunga n'Ikigega cyita ku Mihindagurikire y'Ikirere, yerekeranye n'inguzanyo ingana na miliyoni makumyabiri n'indwi n'ibihumbi magana atanu z'amadolari y'Abanyamerika (27.500.000 USD) agenewe umushinga wo gushyiraho Ikigega kigenewe guteza imbere ingufu z'imirasire y'izuba mu Rwanda, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and adoption by the Cabinet, in its session of 12/09/2017;</p> <p>HAVE ORDERED AND HEREBY ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Loan Agreement signed in Kigali, Rwanda, on 07 July 2017, between the Republic of Rwanda and the International Development Association (IDA), acting as an implementing entity of the scaling-up renewable energy program under the Strategic Climate Fund, relating to a loan of twenty-seven million five hundred thousand United States dollars (USD 27,500,000) for Rwanda renewable energy fund project, annexed to this Order is ratified and becomes fully effective.</p>	<p>Sur proposition du Ministre des Finances et de la Planification Economique;</p> <p>Après examen et adoption par le Conseil des Ministres en sa séance du 12/09/2017;</p> <p>AVONS ARRETE ET ARRETONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord de prêt signé à Kigali, au Rwanda, le 07 juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'agence d'exécution du programme de valorisation à grande échelle des énergies renouvelables du Fonds Stratégique pour le Climat, relatif au prêt de vingt-sept millions cinq cent mille de dollars américains (27.500.000 USD) pour le projet d'établissement d'un fonds pour les énergies renouvelables au Rwanda, annexé au présent arrêté est ratifié et sort son plein et entier effet.</p>
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<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w’Intebe, Minisitiri w’Imari n’Igenamigambi, Minisitiri w’Ububanyi n’Amahanga, Ubutwererane, n’Umuryango w’Ibihugu bya Afurika y’Iburasirazuba na Minisitiri w’Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsiri ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs, Cooperation and East African Community and the Minister of Infrastructure are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères, de la Coopération et de la Communauté d’Afrique de l’Est et le Ministre des Infrastructures sont chargés de l’exécution du présent arrêté.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, ku wa 23/01/2017</p> <p>(sé)</p> <p>KAGAME Paul Perezida wa Repubulika</p>	<p>Kigali, on 23/01/2017</p> <p>(sé)</p> <p>KAGAME Paul President of the Republic</p>	<p>Kigali, le 23/01/2017</p> <p>(sé)</p> <p>KAGAME Paul Président de la République</p>
<p>(sé)</p> <p>Dr. NGIRENTE Edouard Minisitiri w’Intebe</p>	<p>(sé)</p> <p>Dr. NGIRENTE Edouard Prime Minister</p>	<p>(sé)</p> <p>Dr. NGIRENTE Edouard Premier Ministre</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika:</p> <p>(sé)</p> <p>BUSINGYE Johnston Minisitiri w’Ububabera/Intumwa Nkuru ya Leta</p>	<p>Seen and sealed with the Seal of the Republic:</p> <p>(sé)</p> <p>BUSINGYE Johnston Minister of Justice/Attorney General</p>	<p>Vu et scellé du Sceau de la République:</p> <p>(sé)</p> <p>BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux</p>

<p>ITEKA RYA PEREZIDA N° 165/01 RYO KU WA 23/10/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 17 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INANA NA MILIYONI MIRONGO INANI NA ZIRINDWI N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (87.600.000 DTS) AGENEWE GAHUNDA Y'UBUMENYI BW'INGENZI BUGAMIJE ITERAMBERE</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri iteka ritangira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 165/01 OF 23/10/2017 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA, ON 17 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO A CREDIT OF EIGHTY-SEVEN MILLION SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 87,600,000) FOR PRIORITY SKILLS FOR GROWTH PROGRAM</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRETE PRESIDENTIAL N° 165/01 DU 23/10/2017 RATIFIANT L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 17 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE QUATRE-VINGT-SEPT MILLIONS SIX CENT MILLE DROITS DE TIRAGE SPECIAUX (87.600.000 DTS) POUR LE PROGRAMME DE COMPETENCES PRIORITAIRES POUR LA CROISSANCE</p> <p style="text-align: center;"><u>TABLE DES MATIERES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 165/01 RYO KU WA 23/10/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 17 NYAKANGA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI NA ZIRINDWI N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (87.600.000 DTS) AGENEWE GAHUNDA Y'UBUMENYI BW'INGENZI BUGAMIJE ITERAMBERE</p>	<p>PRESIDENTIAL ORDER N° 165/01 OF 23/10/2017 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA, ON 17 JULY 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO A CREDIT OF EIGHTY SEVEN MILLION SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 87,600,000) FOR PRIORITY SKILLS FOR GROWTH PROGRAM</p>	<p>ARRETE PRESIDENTIAL N° 165/01 DU 23/10/2017 RATIFIANT L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 17 JUILLET 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE QUATRE-VINGT-SEPT MILLIONS SIX CENT MILLE DROITS DE TIRAGE SPECIAUX (87.600.000 DTS) POUR LE PROGRAMME DE COMPETENCES PRIORITAIRES POUR LA CROISSANCE</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République;</p>
<p>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'iya 176;</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles, 112, 120, 122, 167, 168 and 176;</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>
<p>Dushingiye ku Itegeko n° 52/2017 ryo ku wa 23/10/2017 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Nyakanga 2017, hagati ya Repubulika y'u</p>	<p>Pursuant to Law n° 52/2017 of 23/10/2017 approving the ratification of the Financing Agreement signed in Kigali, Rwanda, on 17 July 2017, between the Republic of Rwanda and the International Development</p>	<p>Vu la Loi n° 52/2017 du 23/10/2017 approuvant la ratification de l'Accord de financement signé à Kigali, au Rwanda, le 17 Juillet 2017, entre la République du Rwanda et l'Association Internationale de</p>

<p>Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani na zirindwi n'ibihumbi magana atandatu z'Amadetsi (87.600.000 DTS) agenewe gahunda y'ubumenyi bw'ingenzi bugamije iterambere;</p> <p>Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Nyakanga 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani na zirindwi n'ibihumbi magana atandatu z'Amadetsi (87.600.000 DTS) agenewe gahunda y'ubumenyi bw'ingenzi bugamije iterambere;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri yateranye ku wa 12/09/2017 imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 17 Nyakanga 2017, hagati ya Repubulika y'u</p>	<p>Association (IDA), relating to a credit of eighty seven million six hundred thousand Special Drawing Rights (SDR 87,600,000) for priority skills for growth program;</p> <p>Considering the Financing Agreement signed in Kigali, Rwanda, on 17 July 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to a credit of eighty seven million six hundred thousand Special Drawing Rights (SDR 87,600,000) for priority skills for growth program;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and adoption by the Cabinet, in its session of 12/09/2017</p> <p>HAVE ORDERED AND HEREBY ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Financing Agreement signed in Kigali, Rwanda, on 17 July 2017, between the Republic of Rwanda and the International</p>	<p>Développement (IDA), relatif au crédit de quatre-vingt-sept millions six cent mille Droits de Tirage Spéciaux (87.600.000 DTS) pour le programme de compétences prioritaires pour la croissance;</p> <p>Considérant l'Accord de financement signé à Kigali, au Rwanda le 17 Juillet 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-sept millions six cent mille Droits de Tirage Spéciaux (87.600.000 DTS) pour le programme de compétences prioritaires pour la croissance;</p> <p>Sur proposition du Ministre des Finances et de la Planification Economique;</p> <p>Après examen et adoption par le Conseil des Ministres en sa séance du 12/09/2017;</p> <p>AVONS ARRETE ET ARRETONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord de financement signé à Kigali, au Rwanda, le 17 Juillet 2017, entre la République du Rwanda et l'Association</p>
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<p>Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani na zirindwi n'ibihumbi magana atandatu z'Amadetsi (87.600.000 DTS) agenewe gahunda y'ubumenyi bw'ingenzi bugamije iterambere, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane, n'Umuryango w'Ibihugu bya Afurika y'Iburasirazuba, n'Ubutwererane na Minisitiri w'Uburezi bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>Development Association (IDA), relating to a credit of eighty seven million six hundred thousand Special Drawing Rights (SDR 87,600,000) for priority skills for growth program, annexed to this Order is ratified and becomes fully effective.</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs, Cooperation and East African Community and the Minister of Education are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>Internationale de Développement (IDA), relatif au crédit de quatre-vingt-sept millions six cent mille Droits de Tirage Spéciaux (87.600.000 DTS) pour le programme de compétences prioritaires pour la croissance, annexé au présent arrêté est ratifié et sort son plein et entier effet.</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères, de la Coopération et de la Communauté d'Afrique de l'Est et le Ministre de l'Education sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, ku wa 23/10/2017</p>	<p>Kigali, on 23/10/2017</p>	<p>Kigali, le 23/10/2017</p>

(sé) KAGAME Paul Perezida wa Repubulika	(sé) KAGAME Paul President of the Republic	(sé) KAGAME Paul Président de la République
(sé) Dr. NGIRENTE Edouard Minisitiri w'Intebe	(sé) Dr. NGIRENTE Edouard Prime Minister	(sé) Dr. NGIRENTE Edouard Premier Ministre
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux