

Ibirimo/Summary/Sommaire

page/urup.

A. Amategeko/Laws/Lois

N°54/2017 ryo ku wa 19/12/2017

Itegeko ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 04 Ukuboza 2017, hagati ya Repubilika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'umunani n'ibihumbi magana atanu z'Amadetsi (88.500.000 DTS) agenewe gahunda ya mbere yo gutera inkunga politiki y'iterambere y'urwego rw'ingufu.....05

N°54/2017 of 19/12/2017

Law approving the ratification of the Financing Agreement signed in Kigali, Rwanda on 04 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty eight million and five hundred thousand Special Drawing Rights (SDR 88,500,000) for the first programmatic energy sector development policy financing.....05

N°54/2017 du 19/12/2017

Loi approuvant la ratification de l'Accord de Financement signé à Kigali, au Rwanda le 04 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-huit millions cinq cent mille Droits de Tirage Spéciaux (88.500.000 DTS) pour le premier programme de financement de la politique de développement du secteur énergétique.....05

N° 55/2017 ryo ku wa 19/12/2017

Itegeko ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubilika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ihagarariye *Africa Growing Together Fund*, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu z'Amadolari y'Abanyamerika (50.000.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura.....24

N°55/2017 of 19/12/2017

Law approving the ratification of the Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Bank on behalf of the Africa Growing Together Fund, relating to the loan of fifty million American Dollars (USD 50,000,000) for the sustainable water supply and sanitation program.....24

N°55/2017 du 19/12/2017

Loi approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement agissant pour le compte d'*Africa Growing Together Fund*, relatif au prêt de cinquante millions de Dollars Américains (50.000.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement.....24

N° 56/2017 ryo ku wa 19/12/2017

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi ijana na mirongo itatu na birindwi z'Amadolari y'Abanyamerika (121.137.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura64

N° 56/2017 of 19/12/2017

Law approving the ratification of the Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred twenty one million one hundred thirty seven thousand American Dollars (USD 121,137,000) for the sustainable water supply and sanitation program.....64

N° 56/2017 du 19/12/2017

Loi approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt et un millions cent trente-sept mille Dollars Américains (121.137.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement.....64

N° 57/2017 ryo ku wa 19/12/2017

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu za units of account (60.000.000 UA) agenewe gahunda yo guteza imbere ubumenyi n'ubucuruzi....69

N° 57/2017 of 19/12/2017

Law approving the ratification of the Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Fund, relating to the loan of sixty million Units of Account (UA 60,000,000) for the skills and business development programme.....69

N° 57/2017 du 19/12/2017

Loi approuvant la ratification de l'accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et le fonds africain de développement, relatif au prêt de soixante millions d'Unités de Compte (60.000.000 UC) pour le programme de développement des compétences et des affaires.....69

B. Amateka ya Perezida / Presidential Orders / Arrêtés Présidentiels

N°168/01 ryo ku wa 19/12/2017

Iteka rya Perezida ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 04 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'umunani n'ibihumbi magana atanu z'Amadetsi (88.500.000 DTS) agenewe gahunda ya mbere yo gutera inkunga politiki y'iterambere y'urwego rw'ingufu.....74

N°168/01 of 19/12/2017

Presidential Order ratifying the Financing Agreement signed in Kigali, Rwanda, on 04 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty eight million and five hundred thousand Special Drawing Rights (SDR 88,500,000) for the first programmatic energy sector development policy financing.....74

N°168/01 du 19/12/2017

Arrêté Présidentiel portant ratification de l'Accord de Financement signé à Kigali, au Rwanda, le 04 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-huit millions cinq cent mille Droits de Tirage Spéciaux (88.500.000 DTS) pour le premier programme de financement de la politique de développement du secteur énergétique.....74

N°169/01 ryo ku wa 19/12/2017

Iteka rya Perezida ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ihagarariye *Africa Growing Together Fund*, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu z'Amadolari y'Abanyamerika (50.000.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura79

N°169/01 of 19/12/2017

Presidential Order ratifying the Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Bank on behalf of the Africa Growing Together Fund, relating to the loan of fifty million American Dollars (USD 50,000,000) for the sustainable water supply and sanitation program.....79

N°169/01 du 19/12/2017

Arrêté Présidentiel portant ratification de l'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement agissant pour le compte d'*Africa Growing Together Fund*, relatif au prêt de cinquante millions de Dollars Américains (50.000.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement.....79

N° 170/01 ryo ku wa 19/12/2017

Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi ijana na mirongo itatu na birindwi z'Amadolari y'Abanyamerika (121.137.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura.....84

N° 170/01 of 19/12/2017

Presidential Order ratifying the loan agreement signed in Kigali, Rwanda, on 29 November 2017, between the republic of Rwanda and the African Development Bank, relating to the loan of one hundred twenty one million one hundred thirty seven thousand American Dollars (USD 121,137,000) for the sustainable water supply and sanitation program.....84

N° 170/01 du 19/12/2017

Arrêté Présidentiel portant ratification de l'accord de prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt un millions cent trente-sept mille Dollars Américains (121.137.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement.....84

N° 171/01 ryo ku wa 19/12/2017

Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu za *Units of Account* (60.000.000 UA) agenewe gahunda yo guteza imbere ubumenyi n'ubucuruzi...125

N° 171/01 of 19/12/2017

Presidential Order ratifying the loan agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of sixty million Units of Account (UA 60,000,000) for the skills and business development programme.....125

N° 171/01 du 19/12/2017

Arrêté Présidentiel portant ratification de l'accord de prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante millions d'Unités de Compte (60.000.000 UC) pour le programme de développement des compétences et des affaires.....125

ITEGEKO N°54/2017 RYO KU WA 19/12/2017
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 04
UKUBOZA 2017, HAGATI YA REPUBULIKA
Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO INANI N'UMUNANI N'IBIHUMBI
MAGANA ATANU Z'AMADETESI (88.500.000
DTS) AGENEWE GAHUNDA YA MBERE YO
GUTERA INKUNGA POLITIKI
Y'ITERAMBERE Y'URWEGO RW'INGUFU

LAW N°54/2017 OF 19/12/2017 APPROVING
THE RATIFICATION OF THE FINANCING
AGREEMENT SIGNED IN KIGALI, RWANDA
ON 04 DECEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION (IDA), RELATING TO THE
CREDIT OF EIGHTY EIGHT MILLION AND
FIVE HUNDRED THOUSANDS SPECIAL
DRAWING RIGHTS (SDR 88,500,000) FOR
THE FIRST PROGRAMMATIC ENERGY
SECTOR DEVELOPMENT POLICY
FINANCING

LOI N°54/2017 DU 19/12/2017 APPROUVANT
LA RATIFICATION DE L'ACCORD DE
FINANCEMENT SIGNE A KIGALI, AU
RWANDA LE 04 DECEMBRE 2017, ENTRE LA
REPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE DE
DEVELOPPEMENT (IDA), RELATIF AU
CREDIT DE QUATRE-VINGT-HUIT MILLIONS
CINQ CENT MILLE DROITS DE TIRAGE
SPECIAUX (88.500.000 DTS) POUR LE
PREMIER PROGRAMME DE FINANCEMENT
DE LA POLITIQUE DE DEVELOPPEMENT DU
SECTEUR ÉNERGÉTIQUE

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemera kwemeza
burundu

Article One: Approval for ratification

Article premier: Approbation pour
ratification

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

Article 2: Drafting, consideration and adoption of
this Law

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

Ingingo ya 3: Igihe iri tegeko ritangira
gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

**ITEGEKO N°54/2017 RYO KU WA 19/12/2017
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 04
UKUBOZA 2017, HAGATI YA REPUBULIKA
Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO INANI N'UMUNANI N'IBIHUMBI
MAGANA ATANU Z'AMADETESI (88.500.000
DTS) AGENEWE GAHUNDA YA MBERE YO
GUTERA INKUNGA POLITIKI
Y'ITERAMBERE Y'URWEGO RW'INGUFU**

**LAW N°54/2017 OF 19/12/2017 APPROVING
THE RATIFICATION OF THE FINANCING
AGREEMENT SIGNED IN KIGALI, RWANDA
ON 04 DECEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
INTERNATIONAL DEVELOPMENT
ASSOCIATION (IDA), RELATING TO THE
CREDIT OF EIGHTY EIGHT MILLION AND
FIVE HUNDRED THOUSANDS SPECIAL
DRAWING RIGHTS (SDR 88,500,000) FOR
THE FIRST PROGRAMMATIC ENERGY
SECTOR DEVELOPMENT POLICY
FINANCING**

**LOI N°54/2017 DU 19/12/2017 APPROUVANT
LA RATIFICATION DE L'ACCORD DE
FINANCEMENT SIGNE A KIGALI, AU
RWANDA LE 04 DECEMBRE 2017, ENTRE LA
REPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE DE
DEVELOPPEMENT (IDA), RELATIF AU
CREDIT DE QUATRE-VINGT-HUIT MILLIONS
CINQ CENT MILLE DROITS DE TIRAGE
SPECIAUX (88.500.000 DTS) POUR LE
PREMIER PROGRAMME DE FINANCEMENT
DE LA POLITIQUE DE DEVELOPPEMENT DU
SECTEUR ÉNERGÉTIQUE**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

INTEKO ISHINGA AMATEGEKO:

THE PARLIAMENT:

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo kuwa 11
Ukuboza 2017;

The Chamber of Deputies, in its session of 11
December 2017;

La Chambre des Députés, en sa séance du 11 décembre
2017;

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;

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

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

Official Gazette n° Special of 21/12/2017

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 04 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mironko inani n'umunani n'ibihumbi magana atanu z'Amadetsi (88.500.000 DTS) agenewe gahunda ya mbere yo gutera inkunga politiki y'iterambere y'urwego rw'ingufu;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 04 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mironko inani n'umunani n'ibihumbi magana atanu z'Amadetsi (88.500.000 DTS) agenewe gahunda ya mbere yo gutera inkunga politiki y'iterambere y'urwego rw'ingufu, ari ku mugereka, yemerewe kwemezwa burundu.

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

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

After consideration of the Financing Agreement signed in Kigali, Rwanda on 04 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty eight million and five hundred thousands Special Drawing Rights (SDR 88,500,000) for the first programmatic energy sector development policy financing;

ADOPTS:

Article one: Approval for ratification

The Financing Agreement signed in Kigali, Rwanda on 04 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty eight million and five hundred thousands Special Drawing Rights (SDR 88,500,000) for the first programmatic energy sector development policy financing, in appendix, is hereby approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

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

Après examen de l'Accord de financement signé à Kigali, au Rwanda le 04 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-huit millions cinq cent mille Droits de Tirage Spéciaux (88.500.000 DTS) pour le premier programme de financement de la politique de développement du secteur énergétique;

ADOpte:

Article premier: Approbation pour ratification

L'Accord de financement signé à Kigali, au Rwanda le 04 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-huit millions cinq cent mille Droits de Tirage Spéciaux (88.500.000 DTS) pour le premier programme de financement de la politique de développement du secteur énergétique, en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, kuwa **19/12/2017**

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

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

Kigali, on **19/12/2017**

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

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

Kigali, le **19/12/2017**

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République :

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N°54/2017
RYO KU WA 19/12/2017 RYEMERA
KWEMEZA BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU
WA 04 UKUBOZA 2017, HAGATI YA
REPUBLIC Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
INANI N'UMUNANI N'IBIHUMBI
MAGANA ATANU Z'AMADETESI
(88.500.000 DTS) AGENEWE GAHUNDA
YA MBERE YO GUTERA INKUNGA
POLITIKI Y'ITERAMBERE Y'URWEGO
RW'INGUFU

ANNEX TO THE LAW N°54/2017 OF
19/12/2017 APPROVING THE
RATIFICATION OF THE FINANCING
AGREEMENT SIGNED IN KIGALI,
RWANDA ON 04 DECEMBER 2017,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF
EIGHTY EIGHT MILLION AND FIVE
HUNDRED THOUSANDS SPECIAL
DRAWING RIGHTS (SDR 88,500,000)
FOR THE FIRST PROGRAMMATIC
ENERGY SECTOR DEVELOPMENT
POLICY FINANCING

ANNEXE A LA LOI N°54/2017 DU
19/12/2017 APPROUVANT LA
RATIFICATION DE L'ACCORD DE
FINANCEMENT SIGNE A KIGALI, AU
RWANDA LE 04 DECEMBRE 2017,
ENTRE LA REPUBLIQUE DU RWANDA
ET L'ASSOCIATION INTERNATIONALE
DE DEVELOPPEMENT (IDA), RELATIF
AU CREDIT DE QUATRE-VINGT-HUIT
MILLIONS CINQ CENT MILLE DROITS
DE TIRAGE SPECIAUX (88.500.000 DTS)
POUR LE PREMIER PROGRAMME DE
FINANCEMENT DE LA POLITIQUE DE
DEVELOPPEMENT DU SECTEUR
ÉNERGÉTIQUE

CREDIT NUMBER 6156-RW

Financing Agreement

(First Programmatic Energy Sector Development Policy Financing)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing financing in support of the Program (as defined in the Appendix to this Agreement). The Association has decided to provide this financing on the basis, inter alia, of: (i) the actions which the Recipient has already taken under the Program and which are described in Section I of Schedule 1 to this Agreement; and (ii) the Recipient's maintenance of an adequate macroeconomic policy framework. The Recipient and the Association therefore hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form 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 a credit, deemed by the Association to be on concessional terms, as set forth or referred to in this Agreement, in an amount equivalent to eighty-eight million five hundred thousand Special Drawing Rights (SDR 88,500,000) (variously, "Credit" and "Financing")
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.04. The Payment Dates are June 1 and December 1 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Dollar.

- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
- (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program and the actions specified in Section I of Schedule 1 to this Agreement;
 - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, namely the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is its minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
250-25257-75-81	minfin@minecofin.gov.rw

- 6.03. For purposes of Section 11.01 of the General Conditions: (a) The Association's address is:

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

(b) the Association's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423 (MCI)	1-202-477-6391	infokenya@worldbank.org

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative

Name:

CLAVIER GATETE

Title:

MINISTER

Date:

4th Dec 2017

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name:

Yasser EL-Gammal

Title:

Country Manager

Date:

December 4, 2017

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

Actions Taken Under the Program. The actions taken by the Recipient under the Program include the following:

A. Contain Fiscal Impact of the Electricity Sector

1. The REG Board of Directors approved the assessment of current revenue requirements of REG and its affiliate companies contained in the REG Strategic Plan 2017-2026 and started an independent review of said assessment (as evidenced by the REG Board of Directors' Resolution No. 023/08/2017, dated August 30, 2017).

B. Improve the Operational Efficiency, Affordability and Accountability of the Electricity Service

1. The REG Board of Directors approved the outline of the Sector Development Investment Plan, which is based on the Least Cost Power Development Plan (as evidenced by the REG Board of Directors' Resolution No. 024/09/2017, dated September 13, 2017).
2. The Recipient, through MININFRA, adopted a resolution requiring the Least Cost Power Development Plan to be updated on an annual basis by REG (as evidenced by the Senior Management of MININFRA Resolution, dated September 5, 2017).
3. RDB strengthened the capacity of its Strategic Investment Department through: (i) organizational restructuring of said department (as evidenced in the new RDB Organizational Structure of 2016, available at www.rdb.rw and Statement on Cabinet Decisions of September 13, 2016); (ii) the appointment of at least one PPP analyst (as evidenced in the appointment letter Ref. No. RDB/1/Jan/026/2017, dated January 12, 2017 and signed by the Chief Executive Officer of RDB); and (iii) the certification on PPP matters of at least two staff of the Strategic Investment Department (as evidenced by the APMG Certified PPP Professional (CP3P) Foundation Examination certificates No. 0416125-01-QB8B and 04158644-01-LQBB, dated August 28, 2017 and August 16, 2017, respectively).
4. The REG Board of Directors: (i) approved the Technical Audit of the Recipient's approach to electrification (as evidenced by the REG Board of Directors' Resolution No. 024/09/2017, dated September 13, 2017); and (ii) submitted it to the Recipient, through MININFRA, for its approval (as evidenced by the letter No. 11.07.021/556/17/CEO-REG/RW/tp, dated October 9, 2017, sent by the REG

CEO to the Honorable Minister of State in charge of energy and water in MININFRA).

5. RURA adopted a new electricity tariff schedule, which includes, *inter alia*, time-of-use incentives, demand charges for large consumers, lifeline tariff for low-volume electricity consumers below 15 kWh (as evidenced by the Regulatory Board Decision No. 05/BD/ER-LER/RURA/2016, dated December 13, 2016 reviewing the end of user electricity tariff in Rwanda, attached to letter No.2876/ER-LER/DG/RURA/016, dated December 22, 2016 of the Ag Director General of RURA to the Managing Director of EUCL Ltd.).
6. The Recipient, through MININFRA, approved a new connection policy that eliminates up-front payment of the full connection fee and allows said connection fee to be paid over time (as evidenced by the Senior Management of MININFRA Resolution, dated September 5, 2017).
7. The RSB issued and published in the Official Gazette the national standards consistent with the standards developed by the International Electrotechnical Commission for solar systems (as evidenced by the Notice to the General Public, published in the Official Gazette No. 02 of January 9, 2017) and the Recipient, through MININFRA, approved the Guidelines on Minimum Standard Requirements for Solar Home Systems to Support Off-Grid Standards Enforcement (as evidenced by the Senior Management of MININFRA Resolution, dated September 5, 2017).
8. The REG Board of Directors (i) endorsed the shift to consolidated financial reporting of REG and its affiliates and the revision of the chart of accounts, compliant with IFRS requirements; and (ii) approved the Roadmap Towards Compliance with IFRS (as evidenced by the REG Board of Directors' Resolution No. 024/09/2017, dated September 13, 2017).
9. REG: (i) initiated piloting the use of bulk metering to accurately measure systems losses (as evidenced by letter No.11.07.021/554/17/CEO-REG/RW/pm, dated October 9, 2017 of the REG CEO to the Managing Director of EUCL Ltd.); and (ii) approved the Plan for Commercial Losses Reduction of EUCL (as evidenced by the minutes of the REG Senior Management meeting, held on October 6, 2017, approved and signed by the REG CEO).
10. The Recipient, through MININFRA piloted the use of competitive international hiring of key staff in REG by (i) completing the competitive hiring of the new REG CEO (as evidenced by the employment contract No. 1.07.021/320/HRB-REG, dated June 2, 2017); and (ii) initiating a competitive hiring process for the appointment of a new REG CFO (as evidenced by STEP process initiated in September 17, 2017).

Section II. Availability of Financing Proceeds

- A. General.** The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.
- B. Allocation of Financing Amounts.** The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing proceeds. The allocation of the amounts of the Financing to this end is set out in the table below:

Allocations	Amount of the Financing Allocated (expressed in SDR)
(1) Single Withdrawal Tranche	88,500,000
TOTAL AMOUNT	88,500,000

C. Withdrawal Tranche Release Conditions.

1. No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the adequacy of the Recipient's macroeconomic policy framework.

D. Deposit of Financing Amounts.

Except as the Association shall otherwise agree:

1. all withdrawals from the Financing shall be deposited by the Association into an account in United States Dollars at the National Bank of Rwanda designated by the Recipient and acceptable to the Association; and,
2. the Recipient shall ensure that upon each deposit of an amount of the Financing into this account, an equivalent amount in Local Currency is accounted for in the Recipient's budget management system, in a manner acceptable to the Association. All amounts withdrawn from the Local Currency Deposit Account shall be used exclusively for budgeted public expenditures and in compliance with Section F below.

E. Audit. Upon the Association's request, the Recipient shall:

1. have the Deposit Account audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;

2. furnish to the Association as soon as available, but in any case not later than six (6) months after the date of the Association's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association; and
3. furnish to the Association such other information concerning the Deposit Account and their audit as the Association shall reasonably request.

F. Excluded Expenditures. The Recipient undertakes that the proceeds of the Financing shall not be used to finance Excluded Expenditures. If the Association determines at any time that an amount of the Financing was used to make a payment for an Excluded Expenditure, the Recipient shall, promptly upon notice from the Association, refund an amount equal to the amount of such payment to the Association. Amounts refunded to the Association upon such request shall be cancelled.

G. Closing Date. The Closing Date is June 30, 2019.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing June 1, 2024 to and including December 1, 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 3.05 (h) of the General Conditions.

APPENDIX

Definitions

1. "Banque Nationale du Rwanda" or "National Bank of Rwanda" means the central bank of the Recipient, established and operating pursuant to the Recipient's Law No. 48/2017 of September 23, 2017 governing the National Bank of Rwanda.
2. "CEO" means the Chief Executive Officer.
3. "CFO" means the Chief Financial Officer.
4. "Energy Development Corporation Limited" or "EDCL" means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 27/2017 of May 31 governing companies; or any legal successor thereto.
5. "Energy Utility Corporation Limited" or "EUCL" means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 27/2017 of May 31 governing companies; or any legal successor thereto.
6. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Development Policy Financing", dated July 14, 2017.
7. "IFRS" means International Financial Reporting Standards, as issued by the IFRS Foundation and the International Accounting Standards Board (IASB).
8. "Least Cost Power Development Plan" means the report titled "Assessment of the State of Electricity Generation System in Rwanda – Least Cost Planning 2030", dated August 2017, prepared by REG with technical support from the Israel Electricity Corporation.
9. "Local Currency" means the Rwandan Franc.
10. "Local Currency Deposit Account" means the account referred to in Part D.2. of Section II of Schedule 1 to this Agreement.
11. "MININFRA" means the Recipient's Ministry of Infrastructure, or any successor thereto.

12. "PPP" means private-public partnership.
13. "Program" means: the program of objectives, policies, and actions set forth or referred to in the letter dated October 6, 2017 from the Recipient to the Association declaring the Recipient's commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule I to this Agreement, and actions to be taken consistent with the program's objectives.
14. "RDB" means the Rwanda Development Board, established and operating pursuant the Law No. 46/2013 of June 16, 2013 establishing the Rwanda Development Board (RDB) and determining its mission, organization and functioning.
15. "REG" means Rwanda Energy Group, a company established pursuant to the Recipient Companies Act Law No. 07/2009 of 27/04/2009, and operating under the Recipient's Law No. 27/2017 of May 31 governing companies.
16. "REG Strategic Plan 2017-2026" means the report titled "REG's Strategic Plan 2017-2026 and EDCI. & EUCI Business Plans 2017-2019", dated June 2017 and prepared by REG with technical support of Indra.
17. "Roadmap Towards Compliance with IFRS" means the proposed steps to be implemented to ensure compliance with IFRS standards by 2019, contained in the slides titled "Roadmap Towards Compliance with IFRS" presented to the REG Board on September 13, 2017.
18. "RSB" means the Rwanda Standards Board, established and operating pursuant to the Law No. 50/2013 of 28/06/2013 establishing the Rwanda Standards Board (RSB) and determining its mission, organization and functioning, published in the Official Gazette No. 30 of 29/07/2013.
19. "RURA" means the Rwanda Utilities Regulatory Authority, established and operating pursuant to the Law No. 09/2013 of 01/03/2013 establishing the Rwanda Utilities Regulatory Authority (RURA) and determining its mission, powers, organization and functioning, published in the Official Gazette No. 14bis of 08/04/2013.
20. "Sector Development Investment Plan" means the slides titled "REG recommended least cost power development plan" in the power point presentation titled "Assessment of the State of Electricity Generation System in Rwanda – Least Cost Planning 2030", based on the report with the same name, dated September 13, 2017, presented to the REG Board.

- 21. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
- 22. "Single Withdrawal Tranche" means the amount of the Financing allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule 1 to this Agreement.
- 23. "STEP" means the Association's tool named "systematic tracking of exchanges in procurement".
- 24. "Strategic Investment Department" means the department within RDB responsible for leading the negotiation of strategic investments on behalf of the Government of Rwanda.
- 25. "Technical Audit" means the Assessment of Current Electrification Programs, dated August 2017, conducted by EDCI..

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°54/2017 ryo ku wa 19/12/2017 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 04 ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'Inguzanyo ingana na Miliyoni mirongo Inani n'Umunani n'Ibihumbi Magana Atanu z'Amadetsi (88.500.000 DTS) agenewe Gahunda ya Mbere yo Gutera Inkunga Politiki y'Iterambere y'Urwego rw'Ingufu

Kigali, ku wa 19/12/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

Seen to be annexed to the Law n°54/2017 of 19/12/2017 approving the ratification of the Financing Agreement signed in Kigali, Rwanda on 04 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the Credit of Eighty Eight Million and Five Hundred Thousands Special Drawing Rights (SDR 88,500,000) for the First Programmatic Energy Sector Development Policy Financing

Kigali, on 19/12/2017

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n°54/2017 du 19/12/2017 Approuvant la ratification de l'Accord de Financement signé à Kigali, au Rwanda le 04 Décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au Crédit de Quatre-Vingt-Huit Millions Cinq Cent Mille Droits de Tirage Spéciaux (88.500.000 DTS) pour le Premier Programme de Financement de la Politique de Développement du Secteur Energétique

Kigali, le 19/12/2017

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

ITEGEKO N° 55/2017 RYO KU WA 19/12/2017
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 29
UGUSHYINGO 2017, HAGATI YA
REPUBULIKA Y'U RWANDA NA BANKI
NYAFURIKA ITSURA AMAJYAMBERE
IHAGARARIYE AFRIKA GROWING
TOGETHER FUND, YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANU Z'AMADOLARI
Y'ABANYAMERIKA (50.000.000 USD)
AGENEWE GAHUNDA IRAMBYE YO
GUKWIRAKWIZA AMAZI N'IBIKORWA
BY'ISUKURA

LAW N°55/2017 OF 19/12/2017 APPROVING
THE RATIFICATION OF THE LOAN
AGREEMENT SIGNED IN KIGALI, RWANDA
ON 29 NOVEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT BANK ON
BEHALF OF THE AFRICA GROWING
TOGETHER FUND, RELATING TO THE
LOAN OF FIFTY MILLION AMERICAN
DOLLARS (USD 50,000,000) FOR THE
SUSTAINABLE WATER SUPPLY AND
SANITATION PROGRAM

LOI N°55/2017 DU 19/12/2017 APPROUVANT
LA RATIFICATION DE L'ACCORD DE PRET
SIGNE A KIGALI, AU RWANDA LE 29
NOVEMBRE 2017, ENTRE LA REPUBLIQUE
DU RWANDA ET LA BANQUE AFRICAINE DE
DEVELOPPEMENT AGISSANT POUR LE
COMPTE D'AFRIKA GROWING TOGETHER
FUND, RELATIF AU PRET DE CINQUANTE
MILLIONS DE DOLLARS AMERICAIN
(50.000.000 USD) POUR LE PROGRAMME
DURABLE D'APPROVISIONNEMENT EN EAU
ET D'ASSAINISSEMENT

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemera kwemeza
burundu

Article One: Approval for ratification

Article premier: Approbation pour
ratification

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

Article 2: Drafting, consideration and adoption of
this Law

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

Ingingo ya 3: Igihe iri tegeko ritangira
gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

**ITEGEKO N°55/2017 RYO KU WA 19/12/2017
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU WA 29
UGUSHYINGO 2017, HAGATI YA
REPUBULIKA Y'U RWANDA NA BANKI
NYAFURIKA ITSURA AMAJYAMBERE
IHAGARARIYE AFRIKA GROWING
TOGETHER FUND, YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANU Z'AMADOLARI
Y'ABANYAMERIKA (50.000.000 USD)
AGENEWE GAHUNDA IRAMBYE YO
GUKWIRAKWIZA AMAZI N'IBIKORWA
BY'ISUKURA**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 11
Ukuboza 2017;

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

**LAW N°55/2017 OF 19/12/2017 APPROVING
THE RATIFICATION OF THE LOAN
AGREEMENT SIGNED IN KIGALI, RWANDA
ON 29 NOVEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT BANK ON
BEHALF OF THE AFRICA GROWING
TOGETHER FUND, RELATING TO THE
LOAN OF FIFTY MILLION AMERICAN
DOLLARS (USD 50,000,000) FOR THE
SUSTAINABLE WATER SUPPLY AND
SANITATION PROGRAM**

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

The Chamber of Deputies, in its session of 11
December 2017;

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

**LOI N°55/2017 DU 19/12/2017 APPROUVANT LA
RATIFICATION DE L'ACCORD DE PRET
SIGNE A KIGALI, AU RWANDA LE 29
NOVEMBRE 2017, ENTRE LA REPUBLIQUE
DU RWANDA ET LA BANQUE AFRICAINE DE
DEVELOPPEMENT AGISSANT POUR LE
COMPTE D'AFRIKA GROWING TOGETHER
FUND, RELATIF AU PRET DE CINQUANTE
MILLIONS DE DOLLARS AMERICAIN
(50.000.000 USD) POUR LE PROGRAMME
DURABLE D'APPROVISIONNEMENT EN EAU
ET D'ASSAINISSEMENT**

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 11
décembre 2017;

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 ;

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

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ihagarariye Africa Growing Together Fund, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu z'amadolari y'abanyamerika (50.000.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ihagarariye Africa Growing Together Fund, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu z'amadolari y'abanyamerika (50.000.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura, ari ku mugereka, yemerewe kwemezwa burundu.

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

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

After consideration of the Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Bank on behalf of the Africa Growing Together Fund, relating to the loan of fifty million American dollars (50,000,000 USD) for the sustainable water supply and sanitation program;

ADOPTS:

Article one: Approval for ratification

The Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Bank on behalf of the Africa Growing Together Fund, relating to the loan of five million American dollars (USD 50,000,000) for the sustainable water supply and sanitation program, in appendix, is hereby approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

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

Après examen de l'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement agissant pour le compte d'Africa Growing Together Fund, relatif au prêt de cinquante millions de dollars américains (50.000.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement;

ADOpte:

Article premier: Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement agissant pour le compte d'Africa Growing Together Fund, relatif au prêt de cinquante millions de dollars américains (50.000.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement, en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, kuwa **19/12/2017**

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

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

Kigali, on **19/12/2017**

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Article 3: Entrée en vigueur

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

Kigali, le **19/12/2017**

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N°55/2017 RYO KU WA 19/12/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE IHAGARARIYE AFRICA GROWING TOGETHER FUND, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU Z'AMADOLARI Y'ABANYAMERIKA (50.000.000 USD) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA

ANNEX TO THE LAW N°55/2017 OF 19/12/2017 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK ON BEHALF OF THE AFRICA GROWING TOGETHER FUND, RELATING TO THE LOAN OF FIFTY MILLION AMERICAN DOLLARS (USD 50,000,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM

ANNEXE A LA LOI N°55/2017 DU 19/12/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT AGISSANT POUR LE COMPTE D'AFRICA GROWING TOGETHER FUND, RELATIF AU PRET DE CINQUANTE MILLIONS DE DOLLARS AMERICAIN (50.000.000 USD) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT



**LOAN AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT BANK
(ON BEHALF OF THE AFRICA GROWING TOGETHER FUND)**

**(RWANDA SUSTAINABLE WATER SUPPLY
AND SANITATION PROGRAM)**

**LOAN AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT BANK
(ON BEHALF OF THE AFRICA GROWING TOGETHER FUND)**

**(RWANDA SUSTAINABLE WATER SUPPLY
AND SANITATION PROGRAM)**

**PROGRAM ID No: P-RW-E00-011
LOAN No : 5050200000151**

This LOAN AGREEMENT (hereinafter called the "Agreement") is entered into this 29TH day of NOVEMBER 2017 between the REPUBLIC OF RWANDA (hereinafter called the "Borrower") and the AFRICAN DEVELOPMENT BANK (hereinafter called the "Bank"), acting in its capacity as administrator, and on behalf, of the AFRICA GROWING TOGETHER FUND (hereinafter called "the AGTF"). The Borrower and the Bank shall hereinafter be referred to collectively as the "PARTIES".

1. WHEREAS the Bank has, by virtue of the Agreement establishing the AGTF dated 22 May 2014 (hereinafter called "the AGTF Agreement") and in furtherance of its mandate, agreed to receive from, and administer on behalf of, the People's Bank of China (hereinafter called "the AGTF Contributor"), funds which are to be used to bridge the funding gap of public and private sector projects (hereinafter called "the Resources" in view of promoting and facilitating the economic growth of the Bank's Regional Member Countries;
2. WHEREAS the Borrower has requested the Bank to finance, from the AGTF Resources, the Program as described in Annex I of this Agreement

(hereinafter called the "Program"), by providing a Loan to the Borrower in the amount specified hereunder;

3. WHEREAS the Program is being co-financed by the African Development Bank (the "Bank");

4. WHEREAS, on or about the date hereof, the Bank has entered into a loan agreement with the Borrower for the financing of the Program in an amount not exceeding One hundred and Twenty One Million, One Hundred and Thirty Seven Thousand United States Dollars (USD 121,137,000) (the "Bank Loan");

5. WHEREAS the Water and Sanitation Corporation Limited (WASAC) of the Borrower shall be the Executing Agency for the Program, with overall responsibility for procurement; reporting; accounting; financial management; and environment and social components;

6. WHEREAS the Program is technically feasible, economically viable, socially desirable and environmentally sustainable; and

7. WHEREAS the Bank has agreed, on behalf of the AGTF and on the basis, *inter alia*, of the foregoing, to provide a Loan to the Borrower upon the terms and conditions hereinafter set forth.

NOW THEREFORE the Parties to this Agreement hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS-DEFINITIONS

Section 1.01. General Conditions. The Parties to this Agreement accept all the provisions of the *General Conditions Applicable to the African Development Bank Loan Agreements and Guarantee Agreements (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. In the event of inconsistency between any provision of this Agreement and the *General Conditions*, the provisions of this Agreement shall prevail.

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

- i) **Agreement** means this Loan Agreement as well as any amendments, modifications, revisions and annexes that are included herein or shall from time to time be made to this Loan Agreement;
- ii) **Average Loan Maturity** means 16.75 years, which is the weighted average time to repay the Loan, and calculated as the average number of years until each principal repayment amount of the Loan is due, weighted by the total principal repayment amounts;
- iii) **Business Day** means any day of the calendar year during which banks or money markets are open at any given place for any given transaction required for the accomplishment of the objectives of this Agreement;

- iv) **"Closing Date"** means the date indicated in Section 6.02 to this Agreement, or such later date as shall be agreed upon between the Borrower and the Bank, specified for purposes of section 6.03 paragraph (1)(f) of the *General Conditions*;
- v) **"Commitment Charge"** means, as specified in the General Conditions, a charge that the Bank applies to the Borrower on the available but undisbursed portion of the Loan;
- vi) **"Conversion"** means any of the following modifications of the terms of all or any portion of the Loan that has been requested by the Borrower and accepted by the Bank: (a) an Interest Rate Conversion; or (b) the establishment of an Interest Rate Cap or Interest Rate Collar on the Floating Base Rate, each as provided in this Loan Agreement;
- vii) **"Conversion Guidelines"** means, in relation to any Conversion, the *Guidelines for Conversion of Loan Terms* issued from time to time by the Bank and in effect at the time of the Conversion;
- viii) **"Date of Signature"** means the date on which this Agreement is signed and which appears in the opening sentence of the Preamble hereof;
- ix) **"Euro(s)"** or **"EUR"** shall mean the lawful currency of the European Union, or successor currency thereof;
- x) **"EURIBOR"** means, the Euro Interbank Offered rate administered by the Banking Federation of the European Union (or any other

entity which takes over the administration of that rate) for deposits in Euro for a six (6)-month period displayed on page EURIBOR01 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters, as of 11:00 a.m. (Brussels time), two Business Days prior to the relevant Reset Date;

- xi) **"Fixed Base Rate"** means the amortizing market swap rate calculated based on the principal amortizing schedule of a particular tranche of the Loan;
- xii) **"Floating Base Rate"** means the six (6)-month or three (3)-month floating Reference Rate, set on each Reset Date or, with respect to amounts of the Loan to which a Currency Conversion applies, the Reference Rate applicable to the new Loan Currency as advised to the Borrower by the Bank;
- xiii) **"Fully Flexible Loan"** means a loan product with increased flexibility to tailor loan maturities and to manage currency and interest rate risks over the life of the Loan that is comprised of a Floating Base Rate plus Funding Cost Margin, Lending Spread and, where applicable, a Maturity Premium;
- xiv) **"Front End Fee"** means the fees designed to partially compensate the Bank for the costs associated with processing the Loan request and for the preparation of the documentation for Loan approval;
- xv) **"Funding Cost Margin"** means the six (6) -month adjusted

average of the difference between:

- (i) the refinancing rate of the Bank as to the borrowings linked to the relevant Floating Base Rate and allocated to all its floating interest loans denominated in the loan currency; and
 - (ii) the relevant Floating Base Rate for each semester ending on 30 June and on 31 December. This spread shall be added to the relevant Floating Base Rate which resets on 1 February and on 1 August. The Funding Cost Margin shall be determined twice per year on 1 January for the semester ending on 31 December and on 1 July for the semester ending on 30 June;
- xvi) **"Grace Period"** means the eight (8) year period commencing from the Date of Signature of this Agreement during which only the Front End Fee, the Commitment Charge, the interest, and, if applicable, the Swap Unwinding Costs and the Conversion costs shall be payable, except in the event of the acceleration of maturity of the Loan, at which time the principal together with interest shall be payable;
- xvii) **"Interest Period"** means a six (6)-month period beginning on 1st June or 1st December. The first Interest Period shall begin to run from the date of disbursement of the Loan to 1st June or 1st December, whichever immediately follows disbursement. Each Interest Period thereafter shall begin to run from the date of expiry

of the preceding Interest Period, even if the first day of this Interest Period is not a Business Day. Notwithstanding the foregoing, any period less than six (6) months running from the date of a disbursement 1st June or 1st December immediately following this disbursement shall be deemed an Interest Period;

- xviii) **"Interest Rate Cap"** means the establishment of an upper limit to the Floating Base Rate on all or any portion of the disbursed and outstanding principal amount of the Loan;
- xix) **"Interest Rate Collar"** means the establishment of an upper limit and a lower limit on the Floating Base Rate on all or any portion of the disbursed and outstanding principal amount of the Loan;
- xx) **"Interest Rate Conversion"** means a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan disbursed and outstanding from a Floating Base Rate to a Fixed Based Rate, or vice versa;
- xxi) **"JIBAR"** means the offered rate per annum in the Johannesburg Interbank Agreed Rate for deposits in South African Rand for a three (3) month period as indicated on Reuters;
- xxii) **"Japanese Yen"** or **"YEN"** respectively, shall mean the lawful currency of Japan;
- xxiii) **"JPY LIBOR"** means, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other entity that takes

over the administration of that rate) for deposits in Japanese Yen for a six (6)-month period displayed on the Reuters screen, Page LIBOR01 (or any replacement Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower;

- xxiv) **"Lending Spread"** means eighty basis points (0.80%) per annum;
- xxv) **"LIBOR"** means, in relation to each Interest Period, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other person that takes over the administration of that rate) for deposits in US Dollars for a six (6)-month period displayed on the Reuters screen, Page LIBOR01 (or any replacement Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower;
- xxvi) **"Loan"** means the maximum amount of funds provided by the Bank by virtue of this Agreement and specified in Section 2.01 herein;
- xxvii) **"Loan Currency"** shall have the meaning ascribed thereto in the *General Conditions*; provided however that, if the Loan or any

portion thereof is subject to a Currency Conversion, "Loan Currency" means the Currency in which the Loan, or any portion thereof, is denominated from time to time and if the Loan is denominated in more than one Currency, "Loan Currency" shall refer separately to each of such Currencies;

xxviii) **"Maturity Premium"** means 20 bps (0.2%) per annum;

xxix) **"Original Loan Currency"** means the United States Dollar (USD);

"Program" means the operation for which the Loan is awarded, as described in Annex I of this Agreement;

- xxx) **"Reference Rate"** means in respect of a Conversion, (i) LIBOR for USD; (ii) JPY LIBOR in respect of YEN; (iii) EURIBOR in respect of EUR; (iv) JIBAR in respect of ZAR; and in respect of other currencies, such reference rate as advised to the Borrower by the Bank;
- xxxi) **"Reset Date"** means 1 February and 1 August for EURIBOR, LIBOR and JPY LIBOR; 1 February, 1 May, 1 August and 1 November for JIBAR;
- xxxii) **"South African Rand"** or **"ZAR"** respectively, shall mean the lawful currency of the Republic of South Africa;
- xxxiii) **"Swap Unwinding Costs"** means, with respect to any prepayment, interest rate or currency conversion, or late payment on any portion of the Loan, the marked-to-market of the interest rate or cross currency swap underlying the transaction on the date of termination or adjustment of the interest rate or cross currency swap;
- xxxiv) **"US Dollar(s)"** or **"USD"** respectively, shall mean the lawful currency of the United States of America.

ARTICLE II

THE LOAN

Section 2.01. Amount. The Bank agrees to lend to the Borrower, from the AGTF Resources, an amount not exceeding Fifty Million United States Dollars (USD 50,000,000) (hereinafter referred to as "the Loan").

Section 2.02. Purpose. The purpose of the Loan is to assist in the financing of the Program as described in Annex I of this Agreement.

Section 2.03. Allocation. The Loan shall be allocated to the categories of expenditures set out in Annex II of this Agreement.

Section 2.04. Loan type. The Loan shall be a Fully Flexible Loan as described in Articles III and IV below.

ARTICLE III

INTEREST, REPAYMENT, FRONT END FEE, COMMITMENT CHARGE, DATES AND CURRENCY OF PAYMENT

Section 3.01. Interest Rates.

- a) Any disbursement(s) made from the Date of Signature shall bear the Floating Base Rate until such time as they are fully repaid or become part of an Interest Rate Conversion to a Fixed Base Rate in accordance with the provisions of Article IV of this Agreement;
- b) Except with respect to disbursed and outstanding amounts of the Loan to which a Fixed Base Rate applies pursuant to an Interest Rate

Conversion, the amount of the Loan disbursed and outstanding from time to time shall be subject, as to each Interest Period, to an interest rate equal to the Floating Base Rate (or to the alternate determined as per subsequent Section 3.02) increased by the Lending Spread plus the Funding Cost Margin plus, if applicable, the Maturity Premium (hereinafter referred to as the "Floating Interest Rate"). If, at any time, the Floating Interest Rate becomes negative, it shall be deemed equal to zero. The Floating Interest Rate will be reset on 1 February and 1 August of each year, and shall be paid semi-annually on 1st June and 1st December.

- c) With respect to amounts of the Loan disbursed and outstanding from time to time to which a Fixed Base Rate applies pursuant to an Interest Rate Conversion, the amount of the Loan disbursed and outstanding from time to time shall be subject, as to each Interest Period, to an interest rate equal to the Fixed Base Rate (or to the alternate determined as per subsequent Section 3.02) increased by the Lending Spread plus the Funding Cost Margin, and, if applicable, the Maturity Premium (hereinafter referred to as the "Fixed Interest Rate"). If, at any time, the Fixed Interest Rate becomes negative, it shall be deemed equal to zero. The interest shall be paid: (i) semi-annually on 1st June and 1st December for USD, EUR and JPY; and (ii) quarterly on 1st March, 1st June, 1st September and 1st December for ZAR.

Section 3.02. Interest Rate Substitution. If, for any reason whatsoever, the Bank cannot determine or calculate the Floating Base Rate or, with respect to

amounts of the Loan to which an Interest Rate Conversion applies, the Fixed Base Rate (for amounts for which a Fixed Base Rate has not previously been determined), as provided in the preceding Section 3.01, the Bank shall promptly notify the Borrower as to such circumstance. The Bank shall then consult with the Borrower in order to agree on a substitute interest rate in accordance with Section 3.03, paragraphs b) and c) of the *General Conditions* allowing the Bank to keep the same margin as specified in Section 3.01 herein.

Section 3.03. Calculation of Interest. Interest for this Loan shall be calculated on a daily basis, and for this purpose, each year shall be considered to be made up of three hundred and sixty (360) calendar days for USD, EUR and JPY, and three hundred and sixty-five (365) calendar days for ZAR. With respect to the Calculation of Interest on amounts of the Loan to which a Currency Conversion applies, each year shall be considered to be made up of 360 calendar days for EUR, USD and JPY; and three hundred and sixty five days for ZAR. In respect of other currencies, such market convention calendar days shall be determined by the Bank. The Bank shall notify the Borrower of the applicable interest rate for each Interest Period.

Section 3.04. Dates of Payment. Interest referred to above shall be paid semi-annually on 1st June and 1st December.

Section 3.05. Repayment of Principal.

- a) Repayment: The Borrower shall repay the Principal of the Loan over a period of seventeen (17) years in thirty four (34) consecutive semi-annual installments following an eight year (8) year Grace Period commencing from the Date of Signature of this Agreement. The first

of such installments shall be payable on 1st June and 1st of December, as the case may be, whichever immediately follows the expiration of the Grace Period.

- b) Prepayment. Subject to the terms and conditions provided in Section 3.06 of the *General Conditions*, the Borrower shall have the right to repay all or part of the Loan prior to its maturity without prepayment costs other than Swap Unwinding Costs, if any. If a Conversion has been effected on any amount of the Loan that is to be prepaid, the Borrower shall pay in addition to the Swap Unwinding Costs, if any, a transaction fee for the early termination of the Conversion. Unless otherwise expressly indicated by the Borrower in its prepayment notice, prepaid amounts shall be applied *pro rata* to all outstanding Loan maturities. Any partial prepayment in respect of an amount of the Loan to which a Conversion has been effected shall not be in an amount less than the minimum principal amount for Conversions provided in the *Conversion Guidelines*. If any unwinding cost of the underlying swap arises, it will be charged to the Borrower.

Section 3.06. Front End Fee. The Borrower shall pay a Front End Fee (hereinafter referred to as the "Front End Fee") of one-quarter of one per cent (0.25%) of the total Loan amount. The Front End Fee is payable at the latest 30 calendar days from the date of Signature of this Agreement, and in any case before any disbursement of the loan is made. The Front End Fee may be deducted from the resources of the loan in accordance with the terms of Section 6.01 of this Agreement. The Borrower shall be required to pay the Front End Fee even in the event of cancellation of the Loan.

Section 3.07. Commitment Charge. The Borrower shall pay a Commitment Charge (hereinafter referred to as the "Commitment Charge") at the rate of one quarter of one per cent (0.25%) per annum on the undisbursed portion of the Loan, which shall begin to accrue sixty (60) days after the Date of Signature of the Agreement, until the dates of disbursement of the concerned portions of the Loan. The Commitment Charge shall cease to accrue upon full disbursement of the Loan or at the Closing Date or at the date of cancellation of the Loan, whichever date comes first. The Commitment Charge shall be paid semi-annually on 1st June and 1st December.

Section 3.08. Application of Payments. Unless the Bank otherwise agrees, all payments shall be applied in the following order: Commitment Charge, Front End Fee, Swap Unwinding Costs and Prepayment costs if applicable, interest, and lastly to principal.

Section 3.09. Currencies of Disbursements.

- a) All disbursements made by the Bank to the Borrower shall be denominated in the Original Loan Currency, in accordance with the provisions of Article IV of this Agreement;
- b) Notwithstanding the provisions of Section 3.09(a), if the Bank determines that an extraordinary situation, whether factual or legal, has arisen under which the Bank is unable to provide any of the Original Loan Currency, the Bank shall promptly notify the Borrower as to such circumstance. The Bank shall then consult with the Borrower in order to agree on a currency of substitution pursuant to the terms and

conditions provided in Section 4.04 of the *General Conditions*. The currency substitution shall be terminated as soon as practicable once the Bank becomes able to provide again the Original Loan currency, the new Loan Currency;

- c) In the event that the Original Loan Currency or with respect to amounts of the Loan to which a Currency Conversion applies, the new Loan Currency, shall become available to the Bank, any disbursements in the substitute currency may be converted to the Original Loan Currency or the new Loan Currency, as applicable, by the Bank at the request of the Borrower at the exchange rate on the date of such Conversion;
- d) The Parties expressly agree that the provisions of this Section 3.09 relating to the currency of substitution shall equally apply where the Bank is unable to access or procure the substitute currency; and
- e) Notwithstanding the provisions of Section 3.10 of this Agreement, all funds disbursed in a currency of substitution shall also be repaid in the currency of substitution, save for disbursements which have been converted in accordance with Section 3.09(c) which, for the purposes of this paragraph (e), shall be deemed to have been disbursed in the Original Loan Currency.

Section 3.10. Currencies, Mode and Place of Payments.

- a) All amounts due to the Bank pursuant to this Agreement shall be payable in the Original Loan Currency without being subject to any restriction, set-off or deduction on account of exchange rate

fluctuations, transmission, other transfer charges or other reasons of any nature whatsoever. Such amounts shall be paid into a bank account of the Bank, which the Bank shall indicate to the Borrower from time to time. The Borrower shall not be discharged of its obligation to the Bank until the full amount due in the currency of disbursement is effectively at the disposal of the Bank in the bank account designated by the Bank in accordance with this provision; and

- b) All payments due to the Bank under this Agreement shall be paid so that the amount shall be effectively at the Bank's disposal on the due date. If the due date falls on a day when banks are not open for business at the place designated for payment, such amount shall be paid so that it is effectively at the disposal of the Bank on the next Business Day at the designated place.

ARTICLE IV

CONVERSION OF LOAN TERMS

Section 4.01. Conversions Generally. The Borrower may at any time request any of the following Conversions of the terms of any portion of the Loan in order to facilitate prudent debt management:

- (i) Interest Rate Conversion;
- (ii) Interest Rate Cap; or
- (iii) Interest Rate Collar. Each such request shall be furnished by the Borrower to the Bank in accordance with the *Conversion*

Guidelines and, upon acceptance by the Bank, the conversion requested shall be considered a Conversion for the purposes of this Loan Agreement and shall be effected in accordance with the *Conversion Guidelines*.

Section 4.02. Conversion Fees. The Borrower shall pay:

- (i) a transaction fee for each Conversion and for each early termination of a Conversion (including any early termination in connection with a prepayment or an acceleration of the Loan pursuant to Section 3.05(b) of this Loan Agreement and Section 7.01 of the *General Conditions*), respectively, and
- (ii) an unwinding amount, if any, for each early termination of a Conversion, in each case, in such amount or at such rate, in such currency and at such times as announced by the Bank from time to time in accordance with the *Conversion Guidelines* then in effect.

ARTICLE V
CONDITIONS PRECEDENT TO ENTRY INTO FORCE AND
TO FIRST DISBURSEMENT, WORKS RELATED
DISBURSEMENTS, OTHER CONDITION
AND UNDERTAKINGS

Section 5.01. Conditions Precedent to Entry into Force. The entry into force of this Agreement shall be subject to the fulfillment of the provisions of Section 12.01 of the *General Conditions*.

Section 5.02. Condition Precedent to First Disbursement. The obligation of the Bank to make the first disbursement of the Loan shall be conditional upon the entry into force of this Agreement as provided in Section 5.01 above, and the fulfilment by the Borrower, in form and substance satisfactory to the Bank, of the following condition:

- i. Submission by the Borrower to the Bank, evidence of the subsidiary implementation agreement signed between the Ministry of Finance & Economic Planning and WASAC for the implementation of the program in line with country practices.

Section 5.03. Condition(s) Precedent in respect of works related disbursement: The obligation of the Bank to make any further disbursement from the Loan to works category of expenditure shall be conditional upon the Borrower having provided evidence, in form and substance satisfactory to the Bank, that prior to commencement of construction works of any section of the program sites, all Project Affected Persons (PAPs) in respect of such section have been compensated and/ or resettled in accordance with the Resettlement Action Plan (RAP); updated RAP; and the Work and Compensation Schedule.

Section 5.04. Undertakings. The Borrower undertakes to:

- (i) Ensure the provision of counterpart funds during program implementation;
- (ii) Carry out the Program in accordance with: (a) Bank's rules and procedures; (b) national legislation; and (c) the recommendations, requirements and procedures set forth in the Environmental and

Social Impact Assessment (ESIA) prepared for the Program;

- (iii) Deliver to the Bank, Program quarterly reports, financial and technical audit reports in form and substance acceptable to the Bank, including the Borrower's implementation of the ESIA; and
- (iv) Ensure adequate staffing for implementation of the Program.

ARTICLE VI

DISBURSEMENTS AND CLOSING DATE

Section 6.01. Disbursement. The Bank shall, in accordance with the provisions of this Agreement and its disbursement rules and procedures, as laid out in the *Disbursement Handbook* and the *Disbursement Letter*, make disbursements to cover the expenditure required for the implementation of the Program. The Front End Fee may be deducted from the resources of the Loan, in which case the Borrower shall submit to the Bank, at the time of disbursement, two (2) separate requests for disbursement, one of which shall serve as payment of the Front End Fees with the Bank designated as the Beneficiary.

Section 6.02. Closing Date. For the purposes of Section 2.01 and Section 6.03 paragraph (1) (f) of the General Conditions, the Closing Date shall be **30 June 2022**, or such later date as shall be agreed upon by the Parties.

Section 6.03. Application of Disbursements. Amounts disbursed on account of this Agreement shall be applied by the Borrower solely for the purposes for which they were disbursed.

Section 6.04. Use of AGTF Resources:

- i. AGTF resources shall only be used to finance eligible expenditures as described in Component 1 of the Program.
- ii. The Borrower shall ensure that the proceeds of the Loan are used exclusively for the procurement, in the territories of the Member States, of goods produced in and services and works supplied from those territories (the term "Member State" being defined in Article 3 of the *Agreement Establishing the Bank*).

Section 6.05. Pro rata Disbursement Requests. Subject to Section 6.04 (i) above, the Borrower shall ensure that every disbursement request made under the Loan is pro rata with a disbursement request made under the AfDB Loan. Such disbursement requests made under the Loan and the AfDB Loan shall be made simultaneously.

Section 6.06. Taxes.

- (i) In accordance with Article VIII of the General Conditions:
 - (a) The principal of, interest, and other charges on, the Loan shall be paid without deduction for, and free from, any taxes levied by, or in the territory of, the Member State which is the Borrower;
 - (b) The Loan Agreement and any other agreement arising from the Loan Agreement, shall be free from any taxes levied by, or in the territory of, the Member State which is the Borrower on, or in connection with, the execution, delivery or registration thereof; and;

- (c) The immunities, exemptions and privileges from taxation referred to in Section 8.01 of the General conditions and Article 57 of the *Agreement establishing the Bank* shall inure to and be for the sole benefit of the Bank and shall therefore not be a basis for a claim to or a request for similar entitlement by a consultant, contractor or other third party engaged by the Borrower in connection with the Program.
- (ii) The Parties recognize that the Program cost components to be financed by the Bank, as indicated in Annex II, will be financed by the Bank net of taxes and duties.

- (iii) Goods and services to be procured wholly and exclusively for the purpose of execution of the Program may be exempted from taxes and duties in accordance with applicable laws of the Republic of Rwanda.
- (iv) Where any tax or duty is not exempted by laws of the Republic of Rwanda provided under Sub-Section (iii) of this Section, the Borrower shall be responsible to pay such tax.

ARTICLE VII

PROCUREMENT

Section 7.01. Procurement of Works. Procurement of works shall be carried out in accordance with the *Procurement Policy for Bank Group Funded Operations*" (October 2015), as may be amended from time to time, and as further set out below:

- (i) Civil works above UA 2 million per contract will be procured under Open Competitive Bidding (OCB) procedures with international advertising under the Bank Group's Procurement Methods and Procedures. Works to be procured under this method would include Upgrading of Gihira Water Treatment Plant; Rehabilitation and Expansion of Kigali City Water Supply Network; Rehabilitation and Expansion of Water Supply for Six (6) Satellite Cities, Kigali Centralized Sewerage System; Construction of Faecal Sludge Treatment Plant for Four (4) Towns; and Rehabilitation and Upgrading of Semi-centralized Sewerage System.

- (ii) Civil works valued at less than UA 2 million per contract will be procured under Open Competitive Bidding (OCB) with national advertising under the Borrower Procurement System, Procurement Methods and Procedures. Works to be procured under this method would include Construction of Laboratory, Construction of Training Center and Construction of Sanitation Facility for Public Institutions.

Section 7.02. Procurement of Goods. Procurement of goods shall be carried out in accordance with the *Procurement Policy for Bank Group Funded Operations* (October 2015), as may be amended from time to time, and as further set out below:

- (i) Contracts for goods above UA 200,000 per contract will be procured under Open Competitive Bidding (OCB) with international advertising under the Bank Group's Procurement Methods and Procedures. Contracts to be procured under this method would include Goods for Kigali Centralized Sewerage System and Goods for Faecal Sludge Treatment Plant and Landfill for Four (4) Towns.
- (ii) Contracts for goods valued at below UA 200,000 per contract will be procured under Open Competitive Bidding (OCB) with national advertising under the Borrower Procurement System, Procurement Methods and Procedures. Contracts to be procured under this method would include Vehicles and Office Equipment.

Section 7.03. Procurement of Services. Procurement of services shall be carried out in accordance with the *Procurement Policy for Bank Group*

CLG

Funded Operations" (October 2015), as may be amended from time to time, and as further set out below:

- (i) Procurement of consulting services for:
 - (a) Supervision of Water Supply and Sewerage Works;
 - (b) Study for Rehabilitation and Upgrading of Semi-centralized Systems;
 - (c) Study for Construction of Central Water Laboratory; and
 - (d) Capacity Building, will be carried out through short-listing using the Quality-and-Cost-Based Selection (QCBS) method; and
- (ii) Each Contract for selection of consultants, valued at less than UA 200,000 will be carried out using other appropriate selection methods such as Quality Based Selection (QBS), Fixed Budget Selection (FBS), Least Cost Selection (LCS), Selection Based on Consultant's Qualifications (CQS), Single Source Selection (SSS) or use of Individual Consultants and available Bank Group's Standard Requests for Proposals (SRFPs).

Section 7.04. Procurement Plan. The Borrower shall submit to the Bank for the Bank's written approval, a Procurement Plan setting out:

- (i) the particular contracts for the goods, works, and/or services required to carry out the Program;
- (ii) the proposed methods for procurement of each such contract; and

- (iii) the relevant Bank review procedures. The Borrower shall, on annual basis, or as required to reflect the actual Program implementation needs and improvements in institutional capacity, update the Procurement Plan for the Program. Any proposed revision shall be submitted to the Bank for prior approval. The Borrower shall implement the Procurement Plan as approved by the Bank.

Section 7.05. Review Procedures. Except as the Bank shall otherwise determine by notice to the Borrower, the following documents shall be subject to prior review and approval by the Bank before promulgation:

- (i) General Procurement Notices;
- (ii) Specific Procurement Notices;
- (iii) Bidding Documents and Requests for Proposals from Consultants;
- (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants' Proposals, including shortlists and recommendations for contract awards;
- (v) Draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; and
- (vi) Modification of signed contracts.

ARTICLE VIII
FINANCIAL REPORTING AND AUDIT

Section 8.01. Financial Management. The Borrower shall maintain proper records of account pursuant to Section 9.09 of the General Conditions, and shall prepare and furnish the Bank with:

- (i) quarterly program financial management reports, within forty-five (45) calendar days of the end of each calendar quarter, and
- (ii) a Program Completion Report, within six (6) months following program completion.

Section 8.02. Audit. The Borrower shall submit to the Bank, within six (6) months after the end of each financial year, annual audited financial statements together with the auditor's report and management letter. The audit of the annual financial statements shall be conducted by the Office of the Auditor General (OAG) or an independent external auditor acceptable to the Bank, recruited with the involvement of OAG, and in accordance with audit terms of reference approved by the Bank. The last audit report at the end of the Program will be submitted to the Bank no later than six (6) months after the Closing Date.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.01. Nature of the Resources. The AGTF Resources are special resources of the Bank which are entirely separate from the ordinary capital

resources and other special resources of the Bank pursuant to Article 11 of the *Agreement establishing the Bank*.

Section 9.02. Cancellation, Suspension and Acceleration. Without prejudice to the provisions set out in Article VI of the General Conditions, the Borrower's failure:

- (i) to make payment when due of principal, interest or any other amount due to the Bank under the Bank Loan Agreement or
- (ii) to perform any other obligation under the Bank Loan Agreement shall constitute an event of suspension and cancellation for the purposes of Sections 6.02 and 6.03 of the *General Conditions* as well as an event of acceleration for the purposes of Section 7.01 of the General Conditions.

Section 9.03. AGTF Agreement Termination during the Loan Term. The Borrower is aware and hereby agrees, authorizes and consents that, in the event of termination of the AGTF Agreement, this Agreement together with the Loan hereunder and the relevant lender's rights and obligations will be transferred, without any further Borrower's consent, to the AGTF Contributor or to any other entity which shall have been designated by the AGTF Contributor.

Section 9.04. Disclosure of Confidential Information. The Borrower hereby agrees that the Bank shall, from time to time, disclose to the AGTF Contributor confidential information in relation to the Program and the Agreement.

Section 9.05. 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 of the Borrower for the purposes of Article XI of the *General Conditions*.

Section 9.06. Date of the Agreement. This Agreement shall be deemed to have been concluded on the date appearing in the opening sentence hereof.

Section 9.07. 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 575756
Fax: (250) 252 577581

Attention:

Minister of Finance and Economic Planning

For the Bank:

Headquarters' Address:

African Development Bank
01 B.P. 1387
Abidjan 01
REPUBLIC OF CÔTE D'IVOIRE
Tel: (225) 20.26.44.44
Fax: (225) 20 21 31 00 / 20 33 85 05

For the Regional Office:

Mail Address:

African Development Bank
East Africa Regional Development
and Business Delivery Office
Khushee Towers
Longonot Road, Upper Hill
P.O. Box: 4861 - 00200
Nairobi
REPUBLIC OF KENYA
Tel: (254) 202 998230
Fax: (254) 202 712938
Director General

Attention:

IN WITNESS WHEREOF the Borrower and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

FOR THE REPUBLIC OF RWANDA



CLAVER GATETE
MINISTER OF FINANCE
AND ECONOMIC PLANNING

FOR THE AFRICAN DEVELOPMENT BANK



GABRIEL NEGATU
DIRECTOR GENERAL
EAST AFRICA REGIONAL DEVELOPMENT
AND BUSINESS DELIVERY OFFICE

ANNEX I
PROGRAM DESCRIPTION

1.1. The development objective of the Program is to improve the quality of life and socio-economic development of the people and country by ensuring equitable provision of adequate, reliable and sustainable water and sanitation services for targeted cities.

1.1. The Program comprises of four (4) components:

- (i) Water Supply Infrastructure and Services Improvement;
- (ii) Sanitation Infrastructure and Services Improvement;
- (iii) Institutional Support; and
- (iv) Program Management.

ANNEX II
ALLOCATION OF THE LOAN

The present Annex indicates the categories of expenditure to be financed out of the resources of the Loan and the allocation of the resources to each category financed therein.

Categories of Expenditure

		In USD millions (Net of Taxes)		
	Category of Expenditure	Foreign Currency Cost	Local Currency Cost	Total Cost
A	Works	38.964	10.558	49.522
B	Services	0.478	0.000	0.478
	Total	39.442	10.558	50.000

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n°55/2017 ryo ku wa 19/12/2017 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere Ihagarariye Africa Growing Together Fund, yerekeranye n'Inguzanyo ingana na Miliyoni mirongo Itanu z'Amadolari y'Abanyamerika (50.000.000 USD) agenewe Gahunda Irambye yo Gukwirakwiza Amazi n'Ibikorwa by'Isukura

Kigali, ku wa 19/12/2017

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to the Law n°55/2017 of 19/12/2017 approving the ratification of the Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Bank on behalf of the Africa Growing Together Fund, relating to the Loan of Fifty Million American Dollars (USD 50,000,000) for the Sustainable Water Supply and Sanitation Program

Kigali, on 19/12/2017

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à la Loi n°55/2017 du 19/12/2017 Approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda le 29 Novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement agissant pour le compte d'Africa Growing Together Fund, relatif au prêt de Cinquante Millions de Dollars Américain (50.000.000 USD) pour le Programme Durable d'Approvisionnement en Eau et d'Assainissement

Kigali, le 19/12/2017

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 56/2017 RYO KU WA 19/12/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI IJANA NA MIRONGO ITATU NA BIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (121.137.000 USD) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA

LAW N° 56/2017 OF 19/12/2017 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED TWENTY ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND AMERICAN DOLLARS (USD 121,137,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM

LOI N° 56/2017 DU 19/12/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT, RELATIF AU PRET DE CENT VINGT ET UN MILLIONS CENT TRENTE-SEPT MILLE DOLLARS AMERICAINS (121.137.000 USD) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier: Approbation pour ratification

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

Article 2: Drafting, consideration and adoption of this Law

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEGEKO N° 56/2017 RYO KU WA 19/12/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI IJANA NA MIRONGO ITATU NA BIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (121.137.000 USD) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

LAW N° 56/2017 OF 19/12/2017 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED TWENTY ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND AMERICAN DOLLARS (USD 121,137,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

LOI N° 56/2017 DU 19/12/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT, RELATIF AU PRET DE CENT VINGT ET UN MILLIONS CENT TRENTE-SEPT MILLE DOLLARS AMERICAINS (121.137.000 USD) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo kuwa 11 Ukuboza 2017;	The Chamber of Deputies, in its session of 11 December 2017;	La Chambre des Députés, en sa séance du 11 décembre 2017;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;	Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in its articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;	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;
Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi ijana na mirongo itatu na birindwi z'amadolari y'abanyamerika (121.137.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura;	After consideration of the Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred twenty one million and one hundred thirty seven thousand American dollars (121,137,000 USD) for the sustainable water supply and sanitation program;	Après examen de l'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt et un millions cent trente-sept mille de dollars américains (121.137.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri

ADOPTS:

Article one: Approval for ratification

The Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred twenty one million one hundred thirty seven thousand American dollars

ADOpte:

Article premier: Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt et un millions cent trente-sept mille de dollars américains (121.137.000 USD) pour le

<p>n'imwe n'ibihumbi ijana na mirongo itatu na birindwi z'amadolari y'abanyamerika (121.137.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>(121,137,000 USD) for the sustainable water supply and sanitation program, in appendix, is hereby approved for ratification.</p>	<p>programme durable d'approvisionnement en eau et d'assainissement, en annexe, est approuvé pour ratification.</p>
---	---	---

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

Article 2: Drafting, consideration and adoption of this Law

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

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

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

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

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

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

Kigali, ku wa 19/12/2017

Kigali, on 19/12/2017

Kigali, le 19/12/2017

(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:**

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

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

ITEGEKO N° 57/2017 RYO KU WA 19/12/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE (ADF), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU ZA UNITS OF ACCOUNT (60.000.000 UA) AGENEWE GAHUNDA YO GUTEZA IMBERE UBUMENYI N'UBUCURUZI

LAW N° 57/2017 OF 19/12/2017 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SIXTY MILLION UNITS OF ACCOUNT (UA 60,000,000) FOR THE SKILLS AND BUSINESS DEVELOPMENT PROGRAMME

LOI N° 57/2017 DU 19/12/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT, RELATIF AU PRET DE SOIXANTE MILLIONS D'UNITES DE COMPTE (60.000.000 UC) POUR LE PROGRAMME DE DÉVELOPPEMENT DES COMPÉTENCES ET DES AFFAIRES

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier: Approbation pour ratification

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

Article 2: Drafting, consideration and adoption of this Law

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEGEKO N° 57/2017 RYO KU WA 19/12/2017 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU ZA UNITS OF ACCOUNT (60.000.000 UA) AGENEWE GAHUNDA YO GUTEZA IMBERE UBUMENYI N'UBUCURUZI

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

LAW N° 57/2017 OF 19/12/2017 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SIXTY MILLION UNITS OF ACCOUNT (UA 60,000,000) FOR THE SKILLS AND BUSINESS DEVELOPMENT PROGRAMME

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

LOI N° 57/2017 DU 19/12/2017 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT, RELATIF AU PRET DE SOIXANTE MILLIONS D'UNITES DE COMPTE (60.000.000 UC) POUR LE PROGRAMME DE DÉVELOPPEMENT DES COMPÉTENCES ET DES AFFAIRES

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

Umutwe w'Abadepite, mu nama yawo yo kuwa 11 Ukuboza 2017;	The Chamber of Deputies, in its session of 11 December 2017;	La Chambre des Députés, en sa séance du 11 décembre 2017;
Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;	Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in its articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176;	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 ;
Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu za Units of Account (60.000.000 UA) agenewe gahunda ya guteza imbere ubumenyi n'ubucuruzi;	After consideration of the Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Fund, relating to the loan of sixty million Units of Account (UA 60,000,000) for the skills and business development programme;	Après examen de l'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante millions d'Unités de Compte (60.000.000 UC) pour le programme de développement des compétences et des affaires;
YEMEJE:	ADOPTS:	ADOPTE:
<u>Ingingo ya mbere:</u> Kwemera kwemeza burundu	<u>Article one:</u> Approval for ratification	<u>Article premier:</u> Approbation pour ratification
Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu za Units	The Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Fund, relating to the loan of sixty million Units of Account (UA 60,000,000) for the skills and business	L'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante millions d'Unités de Compte (60.000.000 UC) pour le programme de développement des

<p>of Account (60.000.000 UA) agenewe gahunda yo guteza imbere ubumenyi n'ubucuruzi, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>development programme, in appendix, is hereby approved for ratification.</p>	<p>compétences et des affaires, en annexe, est approuvé pour ratification.</p>
--	---	--

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

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

Article 2: Drafting, consideration and adoption of this Law

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

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Article 3: Commencement

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

Article 3: Entrée en vigueur

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

Kigali, kuwa 19/12/2017

Kigali, on 19/12/2017

Kigali, le 19/12/2017

(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:**

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

Vu et scellé du Sceau de la République:

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

ITEKA RYA PEREZIDA N°168/01 RYO
KU WA 19/12/2017 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 04 UKUBOZA
2017, HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA), YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO INANI N'UMUNANI
N'IBIHUMBI MAGANA ATANU
Z'AMADETESI (88.500.000 DTS)
AGENEWE GAHUNDA YA MBERE YO
GUTERA INKUNGA POLITIKI
Y'ITERAMBERE Y'URWEGO
RW'INGUFU

PRESIDENTIAL ORDER N°168/01 OF
19/12/2017 RATIFYING THE FINANCING
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 04 DECEMBER 2017,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF EIGHTY
EIGHT MILLION AND FIVE HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 88,500,000) FOR THE FIRST
PROGRAMMATIC ENERGY SECTOR
DEVELOPMENT POLICY FINANCING

ARRETE PRESIDENTIEL N°168/01 DU
19/12/2017 PORTANT RATIFICATION
DE L'ACCORD DE FINANCEMENT
SIGNE A KIGALI, AU RWANDA, LE 04
DECEMBRE 2017, ENTRE LA
REPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DEVELOPPEMENT (IDA), RELATIF
AU CREDIT DE QUATRE-VINGT-HUIT
MILLIONS CINQ CENT MILLE DROITS
DE TIRAGE SPECIAUX (88.500.000 DTS)
POUR LE PREMIER PROGRAMME DE
FINANCEMENT DE LA POLITIQUE DE
DEVELOPPEMENT DU SECTEUR
ENERGETIQUE

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemezwa burundu

Article One: Ratification

Article premier: Ratification

Ingingo ya 2: Abashinzwe gushyira mu
bikorwa iri teka

Article 2: Authorities responsible for the
implementation of this Order

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

Ingingo ya 3: Igihe iteka ritangira
gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N°168/01 RYO KU WA 19/12/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 04 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI N'UMUNANI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (88.500.000 DTS) AGENEWE GAHUNDA YA MBERE YO GUTERA INKUNGA POLITIKI Y'ITERAMBERE Y'URWEGO RW'INGUFU

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

Dushingiye ku Itegeko n° 54/2017 ryo ku wa 19/12/2017 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 04 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'umunani n'ibihumbi magana atanu z'Amadetsi

PRESIDENTIAL ORDER N°168/01 OF 19/12/2017 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA, ON 04 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF EIGHTY EIGHT MILLION AND FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 88,500,000) FOR THE FIRST PROGRAMMATIC ENERGY SECTOR DEVELOPMENT POLICY FINANCING

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law n°54/2017 of 19/12/2017 approving the ratification of the Financing Agreement signed in Kigali, Rwanda, on 04 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty eight million and five hundred thousand Special Drawing Rights (SDR 88,500,000) for

ARRETE PRESIDENTIEL N°168/01 DU 19/12/2017 PORTANT RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA, LE 04 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE QUATRE-VINGT-HUIT MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPECIAUX (88.500.000 DTS) POUR LE PREMIER PROGRAMME DE FINANCEMENT DE LA POLITIQUE DE DEVELOPPEMENT DU SECTEUR ENERGETIQUE

Nous, KAGAME Paul,
Président de la République;

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

Vu la Loi n°54/2017 du 19/12/2017 approuvant la ratification de l'Accord de Financement signé à Kigali, au Rwanda, le 04 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-huit millions cinq cent mille Droits de Tirage Spéciaux (88.500.000 DTS) pour le premier programme de financement de

Official Gazette n° Special of 21/12/2017

(88.500.000 DTS) agenewe gahunda ya mbere yo gutera inkunga politiki y'iterambere y'urwego rw'ingufu;

the first programmatic energy sector development policy operation;

la politique de développement du secteur énergétique;

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 04 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'umunani n'ibihumbi magana atanu z'Amadetsi (88.500.000 DTS) agenewe gahunda ya mbere yo gutera inkunga politiki y'iterambere y'urwego rw'ingufu;

Considering the Financing Agreement signed in Kigali, Rwanda, on 04 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty eight million and five hundred thousand Special Drawing Rights (SDR 88,500,000) for the first programmatic energy sector development policy financing;

Considérant l'Accord de Financement signé à Kigali, au Rwanda, le 04 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-huit millions cinq cent mille Droits de Tirage Spéciaux (88.500.000 DTS) pour le premier programme de financement de la politique de développement du secteur énergétique;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

On proposal by the Minister of Finance and Economic Planning;

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

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and adoption by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND HEREBY ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 04 Ukuboza 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani n'umunani n'ibihumbi magana atanu z'Amadetsi (88.500.000 DTS) agenewe gahunda ya mbere yo gutera inkunga politiki y'iterambere

Article One: Ratification

The Financing Agreement signed in Kigali, Rwanda, on 04 December 2017, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of eighty eight million and five hundred thousand Special Drawing Rights (SDR 88,500,000) for the first programmatic energy sector development policy financing, annexed to

Article premier: Ratification

L'Accord de Financement signé à Kigali, au Rwanda, le 04 décembre 2017, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-huit millions cinq cent mille Droits de Tirage Spéciaux (88.500.000 DTS) pour le premier programme de financement de la politique de développement du secteur énergétique, annexé

y'urwego rw'ingufu, ari ku mugereka w'iri teka yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

this Order is ratified and becomes fully effective.

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

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities responsible for the implementation of this Order

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

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'Ibikorwa Remezo basabwe gushyira mu bikorwa iri teka.

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.

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.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

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

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

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

Kigali, ku wa **19/12/2017**

Kigali, on **19/12/2017**

Kigali, le **19/12/2017**

(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:**

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

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N°169/01 RYO
KU WA 19/12/2017 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 29 UGUSHYINGO
2017, HAGATI YA REPUBULIKA Y'U
RWANDA NA BANKI NYAFURIKA
ITSURA AMAJYAMBERE
IHAGARARIYE AFRICA GROWING
TOGETHER FUND, YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITANU Z'AMADOLARI
Y'ABANYAMERIKA (50.000.000 USD)
AGENEWE GAHUNDA IRAMBYE YO
GUKWIRAKWIZA AMAZI N'IBIKORWA
BY'ISUKURA

PRESIDENTIAL ORDER N°169/01 OF
19/12/2017 RATIFYING THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 29 NOVEMBER 2017,
BETWEEN THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT BANK ON BEHALF OF
THE AFRICA GROWING TOGETHER
FUND, RELATING TO THE LOAN OF
FIFTY MILLION AMERICAN DOLLARS
(USD 50,000,000) FOR THE
SUSTAINABLE WATER SUPPLY AND
SANITATION PROGRAM

ARRETE PRESIDENTIEL N°169/01 DU
19/12/2017 PORTANT RATIFICATION DE
L'ACCORD DE PRET SIGNE A KIGALI,
AU RWANDA, LE 29 NOVEMBRE 2017,
ENTRE LA REPUBLIQUE DU RWANDA
ET LA BANQUE AFRICAINE DE
DEVELOPPEMENT AGISSANT POUR LE
COMPTE D'AFRICA GROWING
TOGETHER FUND, RELATIF AU PRET
DE CINQUANTE MILLIONS DE
DOLLARS AMERICAINS (50.000.000
USD) POUR LE PROGRAMME DURABLE
D'APPROVISIONNEMENT EN EAU ET
D'ASSAINISSEMENT

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemezwa burundu

Article One: Ratification

Article premier: Ratification

Ingingo ya 2: Abashinzwe gushyira mu
bikorwa iri teka

Article 2: Authorities responsible for the
implementation of this Order

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

Ingingo ya 3: Igihe iteka ritangira
gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N°169/01 RYO KU WA 19/12/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE IHAGARARIYE AFRICA GROWING TOGETHER FUND, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANU Z'AMADOLARI Y'ABANYAMERIKA (50.000.000 USD) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

Dushingiye ku Itegeko n° 55/2017 ryo ku wa 19/12/2017 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ihagarariye Africa Growing Together Fund, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu z'amadolari

PRESIDENTIAL ORDER N°169/01 OF 19/12/2017 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK ON BEHALF OF THE AFRICA GROWING TOGETHER FUND, RELATING TO THE LOAN OF FIFTY MILLION AMERICAN DOLLARS (USD 50,000,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law n°55/2017 of 19/12/2017 approving the ratification of the Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Bank on behalf of the Africa Growing Together Fund, relating to the loan of fifty million American dollars (50,000,000 USD) for the sustainable water supply and sanitation program;

ARRETE PRESIDENTIEL N°169/01 DU 19/12/2017 PORTANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT AGISSANT POUR LE COMPTE D'AFRICA GROWING TOGETHER FUND, RELATIF AU PRET DE CINQUANTE MILLIONS DE DOLLARS AMERICAINS (50.000.000 USD) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT

Nous, KAGAME Paul,
Président de la République;

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

Vu la Loi n°55/2017 du 19/12/2017 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement agissant pour le compte *d'Africa Growing Together Fund*, relatif au prêt de cinquante millions de dollars américains (50.000.000 USD) pour le programme

y'abanyamerika (50.000.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura;

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ihagarariye *Africa Growing Together Fund*, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu z'amadolari y'abanyamerika (50.000.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere ihagarariye *Africa Growing Together Fund*, yerekeranye n'inguzanyo ingana na miliyoni mirongo itanu z'amadolari y'abanyamerika (50.000.000 USD) agenewe

Considering the Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Bank on behalf of the Africa Growing Together Fund, relating to the loan of fifty million American dollars (50,000,000 USD) for the sustainable water supply and sanitation program;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

HAVE ORDERED AND HEREBY ORDER:

Article One: Ratification

The Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Bank on behalf of the Africa Growing Together Fund, relating to the loan of fifty million American dollars (50,000,000 USD) for the sustainable water supply and

d'approvisionnement en eau et d'assainissement durable;

Considérant l'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement agissant pour le compte d'*Africa Growing Together Fund*, relatif au prêt de cinquante millions de dollars américains (50.000.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement;

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

Après examen et adoption par le Conseil des Ministres;

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement agissant pour le compte d'*Africa Growing Together Fund*, relatif au prêt de cinquante millions de dollars américains (50.000.000 USD) pour le programme durable d'approvisionnement en eau et

Official Gazette n° Special of 21/12/2017

gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane, n'Umuryango w'Ibihugu bya Afurika y'Iburasirazuba na Minisitiri w'Ibikorwa Remezo basabwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa **19/12/2017**

sanitation program, annexed to this Order is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs, Cooperation and East African Community and the Minister of Infrastructure are entrusted with the implementation of this Order

Article 3: Commencement

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

Kigali, on **19/12/2017**

d'assainissement, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

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

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre 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.

Article 3: Entrée en vigueur

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

Kigali, le **19/12/2017**

(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:**

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

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 170/01 RYO
KU WA 19/12/2017 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 29 UGUSHYINGO
2017, HAGATI YA REPUBULIKA Y'U
RWANDA NA BANKI NYAFURIKA
ITSURA AMAJYAMBERE,
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI IJANA NA
MAKUMYABIRI N'IMWE N'IBIHUMBI
IJANA NA MIRONGO ITATU NA
BIRINDWI Z'AMADOLARI
Y'ABANYAMERIKA (121.137.000 USD)
AGENEWE GAHUNDA IRAMBYE YO
GUKWIRAKWIZA AMAZI
N'IBIKORWA BY'ISUKURA

PRESIDENTIAL ORDER N° 170/01 OF
19/12/2017 RATIFYING THE LOAN
AGREEMENT SIGNED IN KIGALI,
RWANDA, ON 29 NOVEMBER 2017,
BETWEEN THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT BANK, RELATING
TO THE LOAN OF ONE HUNDRED
TWENTY ONE MILLION ONE
HUNDRED THIRTY SEVEN
THOUSAND AMERICAN DOLLARS
(USD 121,137,000) FOR THE
SUSTAINABLE WATER SUPPLY AND
SANITATION PROGRAM

ARRETE PRESIDENTIEL N° 170/01 DU
19/12/2017 PORTANT RATIFICATION
DE L'ACCORD DE PRET SIGNE A
KIGALI, AU RWANDA, LE 29
NOVEMBRE 2017, ENTRE LA
REPUBLIQUE DU RWANDA ET LA
BANQUE AFRICAINE DE
DEVELOPPEMENT, RELATIF AU
PRET DE CENT VINGT UN MILLIONS
CENT TRENT-SEPT MILLE DOLLARS
AMERICAINS (121.137.000 USD) POUR
LE PROGRAMME DURABLE
D'APPROVISIONNEMENT EN EAU ET
D'ASSAINISSEMENT

ISHAKIRO

Ingingo ya mbere: Kwemezwa burundu

Ingingo ya 2: Abashinzwe gushyira mu
bikorwa iri teka

Ingingo ya 3: Igihe iteka ritangira
gukurikizwa

TABLE OF CONTENTS

Article One: Ratification

Article 2: Authorities responsible for the
implementation of this Order

Article 3: Commencement

TABLE DES MATIERES

Article premier: Ratification

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

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 170/01 RYO KU WA 19/12/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI NYAFURIKA ITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'IMWE N'IBIHUMBI IJANA NA MIRONGO ITATU NA BIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (121.137.000 USD) AGENEWE GAHUNDA IRAMBYE YO GUKWIRAKWIZA AMAZI N'IBIKORWA BY'ISUKURA

PRESIDENTIAL ORDER N° 170/01 OF 19/12/2017 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF ONE HUNDRED TWENTY ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND AMERICAN DOLLARS (USD 121,137,000) FOR THE SUSTAINABLE WATER SUPPLY AND SANITATION PROGRAM

ARRETE PRESIDENTIEL N° 170/01 DU 19/12/2017 PORTANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DEVELOPPEMENT, RELATIF AU PRET DE CENT VINGT UN MILLIONS CENT TRENT-SEPT MILLE DOLLARS AMERICAIN (121.137.000 USD) POUR LE PROGRAMME DURABLE D'APPROVISIONNEMENT EN EAU ET D'ASSAINISSEMENT

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Dushingiye ku Itegeko n° 56/2017 ryo ku wa 19/12/2017 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u

Pursuant to Law n° 56/2017 of 19/12/2017 approving the ratification of the Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Bank,

Vu la Loi n° 56/2017 du 19/12/2017 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement, relatif

Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi ijana na mirongo itatu na birindwi z'amadolari y'abanyamerika (121.137.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura;	relating to the loan of one hundred twenty one million and one hundred thirty seven thousand American dollars (121,137,000 USD) for the sustainable water supply and sanitation program;	au prêt de cent vingt un millions cent trente-sept mille dollars américains (121.137.000 USD) pour le programme d'approvisionnement en eau et d'assainissement durable;
Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi ijana na mirongo itatu na birindwi z'amadolari y'abanyamerika (121.137.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura;	Considering the Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred twenty one million and one hundred thirty seven thousand American dollars (121,137,000 USD) for the sustainable water supply and sanitation program;	Considérant l'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt un millions cent trente-sept mille dollars américains (121.137.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement;
Bisabwe na Minisitiri w'Imari n'Igenamigambi;	On proposal by the Minister of Finance and Economic Planning;	Sur proposition du Ministre des Finances et de la Planification Economique;
Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;	After consideration and adoption by the Cabinet;	Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

**HAVE ORDERED AND HEREBY AVONS ARRETE ET ARRETONS:
ORDER:**

Ingingo ya mbere: Kwemezwa burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'imwe n'ibihumbi ijana na mirongo itatu na birindwi z'amadolari y'abanyamerika (121.137.000 USD) agenewe gahunda irambye yo gukwirakwiza amazi n'ibikorwa by'isukura, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane, n'Umuryango w'Ibihugu bya Afurika y'Iburasirazuba na Minisitiri w'Ibikorwa Remezo basabwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

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

Article One: Ratification

The Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Bank, relating to the loan of one hundred twenty one million and one hundred thirty seven thousand American dollars (121,137,000 USD) for the sustainable water supply and sanitation program, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs, Cooperation and East African Community and the Minister of Infrastructure are entrusted with the implementation of this Order.

Article 3: Commencement

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

Article premier: Ratification

L'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de cent vingt un millions cent trente-sept mille dollars américains (121.137.000 USD) pour le programme durable d'approvisionnement en eau et d'assainissement, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

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

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre 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.

Article 3: Entrée en vigueur

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

Kigali, ku wa 19/12/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Kigali, on 19/12/2017

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 19/12/2017

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

UMUGEREKA W'ITEKA RYA
 PEREZIDA N° 170/01 RYO KU WA
 19/12/2017 RYEMEZA BURUNDU
 AMASEZERANOY'INGUZANYO
 YASHYIRIWEHO UMUKONO I KIGALI
 MU RWANDA KU WA 29 UGUSHYINGO
 2017, HAGATI YA REPUBULIKA Y'U
 RWANDA NA BANKI NYAFURIKA
 ITSURA AMAJYAMBERE,
 YEREKERANYE N'INGUZANYOINGANA
 NA MILIYONI IJANA NA
 MAKUMYABIRI N'IMWE N'IBIHUMBI
 IJANA NA MIRONGO ITATU NA
 BIRINDWI Z'AMADOLARI
 Y'ABANYAMERIKA (121.137.000 USD)
 AGENEWE GAHUNDA IRAMBYE YO
 GUKWIRAKWIZA AMAZI
 N'IBIKORWA BY'ISUKURA

ANNEX TO THE PRESIDENTIAL
 ORDER N° 170/01 OF 19/12/2017
 RATIFYING LOAN AGREEMENT
 SIGNED IN KIGALI, RWANDA ON 29
 NOVEMBER 2017, BETWEEN THE
 REPUBLIC OF RWANDA AND THE
 AFRICAN DEVELOPMENT BANK,
 RELATING TO THE LOAN OF ONE
 HUNDRED TWENTY ONE MILLION
 ONE HUNDRED THIRTY SEVEN
 THOUSAND AMERICAN DOLLARS
 (USD 121,137,000) FOR THE
 SUSTAINABLE WATER SUPPLY AND
 SANITATION PROGRAM

ANNEXE A L'ARRETE PRESIDENTIEL
 N° 170/01 DU 19/12/2017 PORTANT
 RATIFICATION DE L'ACCORD DE
 PRET SIGNE A KIGALI, AU RWANDA
 LE 29 NOVEMBRE 2017, ENTRE LA
 REPUBLIQUE DU RWANDA ET LA
 BANQUE AFRICAINE DE
 DEVELOPPEMENT, RELATIF AU
 PRET DE CENT VINGT ET UN
 MILLIONS CENT TRENTE-SEPT
 MILLE DOLLARS AMERICAINS
 (121.137.000 USD) POUR LE
 PROGRAMME DURABLE
 D'APPROVISIONNEMENT EN EAU ET
 D'ASSAINISSEMENT



**LOAN AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT BANK
(RWANDA SUSTAINABLE WATER SUPPLY
AND SANITATION PROGRAM)**

**LOAN AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT BANK
(RWANDA SUSTAINABLE WATER SUPPLY
AND SANITATION PROGRAM)**

**PROGRAM ID No.: P-RW-E00-011
LOAN No. : 2000200001851**

This LOAN AGREEMENT (hereinafter called the "Agreement") is entered into this 29TH day of NOVEMBER 2017 between the REPUBLIC OF RWANDA (the "BORROWER") and the AFRICAN DEVELOPMENT BANK (the "BANK"). The Borrower and the Bank are collectively hereinafter referred to as the "PARTIES".

1. WHEREAS the Borrower has requested the Bank to assist in the financing of the Program as described in Annex I of this Agreement (hereinafter referred to as the "Program"), by providing a Loan in the amount specified hereunder;
2. WHEREAS the Water & Sanitation Corporation Limited (WASAC) of the Borrower shall be the Executing Agency for the Program;
3. WHEREAS the Program is being co-financed by the Africa Growing Together Fund (AGTF);

4. WHEREAS the Program is technically feasible, economically viable, socially desirable and environmentally sustainable; and
5. WHEREAS the Bank has agreed on the basis, *inter alia*, of the foregoing to provide a Loan to the Borrower upon the terms and conditions hereinafter set forth;

NOW THEREFORE the PARTIES hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS-DEFINITIONS

Section 1.01. General Conditions. The Parties to this Agreement accept all the provisions of the *General Conditions Applicable to the African Development Bank Loan Agreements and Guarantee Agreements (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. In the event of inconsistency between any provision of this Agreement and the *General Conditions*, the provisions of this Agreement shall prevail.

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



- i) **"Agreement"** means this Loan Agreement as well as any amendments, modifications, revisions and annexes that are included herein or shall from time to time be made to this Loan Agreement;
- ii) **"Average Loan Maturity"** means 16.75 years, which is the weighted average time to repay the Loan, and calculated as the average number of years until each principal repayment amount of the Loan is due, weighted by the total principal repayment amounts;
- iii) **"Business Day"** means any day of the calendar year during which banks or money markets are open at any given place for any given transaction required for the accomplishment of the objectives of this Agreement;
- iv) **"Closing Date"** means the date indicated in Section 6.02 to this Agreement, or such later date as shall be agreed upon between the Borrower and the Bank, specified for purposes of section 6.03 paragraph (1)(f) of the *General Conditions*;
- v) **"Commitment Charge"** means, as specified in the General Conditions, a charge that the Bank applies to the Borrower on the available but undisbursed portion of the Loan;
- vi) **"Conversion"** means any of the following modifications of the terms of all or any portion of the Loan that has been requested by the Borrower and accepted by the Bank: (a) an

Interest Rate Conversion; (b) a Currency Conversion; or (c) the establishment of an Interest Rate Cap or Interest Rate Collar on the Floating Base Rate, each as provided in this Loan Agreement;

- vii) **"Conversion Guidelines"** means, in relation to any Conversion, the *Guidelines for Conversion of Loan Terms* issued from time to time by the Bank and in effect at the time of the Conversion;
- viii) **"Currency Conversion"** means a change of the Loan Currency of all or a portion of the principal amount of the Loan, disbursed or undisbursed, to an approved Currency;
- ix) **"Date of Signature"** means the date on which this Agreement is signed and which appears in the opening sentence of the Preamble hereof;
- x) **"Euro(s)"** or **"EUR"** shall mean the lawful currency of the European Union, or successor currency thereof;
- xi) **"EURIBOR"** means, the Euro Interbank Offered rate administered by the Banking Federation of the European Union (or any other entity which takes over the administration of that rate) for deposits in Euro for a six (6)-month period displayed on page EURIBOR01 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information

service which publishes that rate from time to time in place of Reuters, as of 11:00 a.m. (Brussels time), two (2) Business Days prior to the relevant Reset Date.

- xii) **"Fixed Base Rate"** means the amortizing market swap rate calculated based on the principal amortizing schedule of a particular tranche of the Loan;
- xiii) **"Floating Base Rate"** means the six (6)-month or three (3)-month floating Reference Rate, set on each Reset Date or, with respect to amounts of the Loan to which a Currency Conversion applies, the Reference Rate applicable to the new Loan Currency as advised to the Borrower by the Bank;
- xiv) **"Front End Fee"** means the fees designed to partially compensate the Bank for the costs associated with processing the Loan request and for the preparation of the documentation for Loan approval;
- xv) **"Fully Flexible Loan"** means a loan product with increased flexibility to tailor loan maturities and to manage currency and interest rate risks over the life of the Loan that is comprised of a Floating Base Rate plus Funding Cost Margin, Lending Spread and, where applicable, a Maturity Premium;
- xvi) **"Funding Cost Margin"** means the six (6) -month adjusted average of the difference between:

- (i) the refinancing rate of the Bank as to the borrowings linked to the relevant Floating Base Rate and allocated to all its floating interest loans denominated in the loan currency; and
 - (ii) the relevant Floating Base Rate for each semester ending on 30 June and on 31 December. This spread shall be added to the relevant Floating Base Rate which resets on 1 February and on 1 August. The Funding Cost Margin shall be determined twice per year on 1 January for the semester ending on 31 December and on 1 July for the semester ending on 30 June. With respect to amounts of the Loan to which Currency Conversion applies, the respective Funding Cost Margin of the new Loan Currency as advised to the Borrower by the Bank will be applicable;
- xvii) **"Grace Period"** means the eight (8) years period commencing from the Date of Signature of this Agreement during which only the Front End Fee, the Commitment Charge, the interest, and, if applicable, the Swap Unwinding Costs and the Conversion costs shall be payable, except in the event of the acceleration of maturity of the Loan, at which time the principal together with interest shall be payable;

- xviii) **"Interest Period"** means a six (6)-month period beginning on 1st June or 1st December. The first Interest Period shall begin to run from the date of disbursement of the Loan to 1st June 15th or 1st December, whichever immediately follows disbursement. Each Interest Period thereafter shall begin to run from the date of expiry of the preceding Interest Period, even if the first day of this Interest Period is not a Business Day. Notwithstanding the foregoing, any period less than six (6) months running from the date of a disbursement to 1st June or 1st December immediately following this disbursement shall be deemed an Interest Period;
- xix) **"Interest Rate Cap"** means the establishment of an upper limit to the Floating Base Rate on all or any portion of the disbursed and outstanding principal amount of the Loan;
- xx) **"Interest Rate Collar"** means the establishment of an upper limit and a lower limit on the Floating Base Rate on all or any portion of the disbursed and outstanding principal amount of the Loan;
- xxi) **"Interest Rate Conversion"** means a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan disbursed and outstanding from a Floating Base Rate to a Fixed Based Rate, or vice versa;

- xxii) **"JIBAR"** means the offered rate per annum in the Johannesburg Interbank Agreed Rate for deposits in South African Rand for a three (3) month period as indicated on Reuters;
- xxiii) **"Japanese Yen"** or **"YEN"** respectively, shall mean the lawful currency of Japan;
- xxiv) **"JPY LIBOR"** means, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other entity that takes over the administration of that rate) for deposits in Japanese Yen for a six (6)-month period displayed on the Reuters screen, Page LIBOR01 (or any replacement Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower;
- xxv) **"Lending Spread"** means eighty basis points (0.80%) per annum;
- xxvi) **"LIBOR"** means, in relation to each Interest Period, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other person that takes over

the administration of that rate) for deposits in US Dollars for a six (6)-month period displayed on the Reuters screen, Page LIBOR01 (or any replacement Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower;

xxvii) **"Loan"** means the maximum amount of funds provided by the Bank by virtue of this Agreement and specified in Section 2.01 herein;

xxviii) **"Loan Currency"** shall have the meaning ascribed thereto in the *General Conditions*; provided however that, if the Loan or any portion thereof is subject to a Currency Conversion, "Loan Currency" means the Currency in which the Loan, or any portion thereof, is denominated from time to time and if the Loan is denominated in more than one Currency, "Loan Currency" shall refer separately to each of such Currencies;

xxix) **"Maturity Premium"** means 20 bps (0.2%) per annum;

xxx) **"Original Loan Currency"** means the United States Dollar (USD);

- xxxi) **"Program"** means the operation for which the Loan is awarded, as described in Annex I of this Agreement;
- xxxii) **"Reference Rate"** means in respect of a Conversion, (i) LIBOR for USD; (ii) JPY LIBOR in respect of YEN; (iii) EURIBOR in respect of EUR; (iv) JIBAR in respect of ZAR; and in respect of other currencies, such reference rate as advised to the Borrower by the Bank;
- xxxiii) **"Reset Date"** means 1 February and 1 August for EURIBOR, LIBOR and JPY LIBOR; 1 February, 1 May, 1 August and 1 November for JIBAR;
- xxxiv) **"South African Rand"** or **"ZAR"** respectively, shall mean the lawful currency of the Republic of South Africa;
- xxxv) **"Swap Unwinding Costs"** means, with respect to any prepayment, interest rate or currency conversion, or late payment on any portion of the Loan, the marked-to-market of the interest rate or cross currency swap underlying the transaction on the date of termination or adjustment of the interest rate or cross currency swap;
- xxxvi) **"US Dollar(s)"** or **"USD"** respectively, shall mean the lawful currency of the United States of America.

ARTICLE II
THE LOAN

Section 2.01. Amount. The Bank agrees to lend to the Borrower, from the ordinary capital resources of the Bank, an amount not exceeding One Hundred and Twenty One Million, One Hundred Thirty Seven Thousand United States Dollars (USD 121,137,000) (hereinafter referred to as "the Loan"). The Loan may be converted from time to time through a Currency Conversion in accordance with the provisions of Article IV of this Agreement and the *Conversion Guidelines*.

Section 2.02. Purpose. The purpose of the Loan is to assist in the financing of the Program as described in Annex I of this Agreement.

Section 2.03. Allocation. The Loan shall be allocated to the categories of expenditures set out in Annex II of this Agreement.

Section 2.04. Loan type. The Loan shall be a Fully Flexible Loan as described in Articles III and IV below.

ARTICLE III
INTEREST, REPAYMENT, FRONT END FEE,
COMMITMENT CHARGE, DATES AND
CURRENCY OF PAYMENT

Section 3.01. Interest Rates.

- a) Any disbursement(s) made from the Date of Signature shall bear the Floating Base Rate until such time as they are fully repaid or become part of an Interest Rate Conversion to a Fixed Base Rate in accordance with the provisions of Article IV of this Agreement and the *Conversion Guidelines*.

- b) Except with respect to disbursed and outstanding amounts of the Loan to which a Fixed Base Rate applies pursuant to an Interest Rate Conversion, the amount of the Loan disbursed and outstanding from time to time shall be subject, as to each Interest Period, to an interest rate equal to the Floating Base Rate (or to the alternate determined as per subsequent Section 3.02) increased by the Lending Spread plus the Funding Cost Margin plus, if applicable, the Maturity Premium (hereinafter referred to as the "Floating Interest Rate"). If, at any time, the Floating Interest Rate becomes negative, it shall be deemed equal to zero. The Floating Interest Rate will be reset on 1 February and 1 August of each year for USD, EUR and JPY, and 1 February, 1 May, 1 August and 1 November of each year

for ZAR and shall be paid: (i) semi-annually on 1st June and 1st December for USD, EUR and JPY; and (ii) quarterly on 1st March, 1st June, 1st September and 1st December for ZAR

- c) With respect to amounts of the Loan disbursed and outstanding from time to time to which a Fixed Base Rate applies pursuant to an Interest Rate Conversion, the amount of the Loan disbursed and outstanding from time to time shall be subject, as to each Interest Period, to an interest rate equal to the Fixed Base Rate (or to the alternate determined as per subsequent Section 3.02) increased by the Lending Spread plus the Funding Cost Margin, and, if applicable, the Maturity Premium (hereinafter referred to as the "Fixed Interest Rate"). If, at any time, the Fixed Interest Rate becomes negative, it shall be deemed equal to zero. The interest shall be paid: (i) semi-annually on 1st June and 1st December for USD, EUR and JPY; and (ii) quarterly on 1st March, 1st June, 1st September and 1st December, for ZAR.

Section 3.02. Interest Rate Substitution. If, for any reason whatsoever, the Bank cannot determine or calculate the Floating Base Rate or, with respect to amounts of the Loan to which an Interest Rate Conversion applies, the Fixed Base Rate (for amounts for which a Fixed Base Rate has not previously been determined), as provided in the preceding Section 3.01, the Bank shall promptly notify the Borrower as to such circumstance. The Bank shall then consult with the Borrower in order

to agree on a substitute interest rate in accordance with Section 3.03, paragraphs b) and c) of the *General Conditions* allowing the Bank to keep the same margin as specified in Section 3.01 herein.

Section 3.03. Calculation of Interest. Interest for this Loan shall be calculated on a daily basis, and for this purpose, each year shall be considered to be made up of three hundred and sixty (360) calendar days for USD, EUR and JPY, and three hundred and sixty-five (365) calendar days for ZAR. With respect to the Calculation of Interest on amounts of the Loan to which a Currency Conversion applies, each year shall be considered to be made up of 360 calendar days for EUR, USD and JPY; and three hundred and sixty five days for ZAR. In respect of other currencies, such market convention calendar days shall be determined by the Bank. The Bank shall notify the Borrower of the applicable interest rate for each Interest Period.

Section 3.04. Dates of Payment. Interest referred to above shall be paid: (a) semi-annually on 1st June and 1st December for USD, EUR and JPY; and (b) quarterly on 1st March, 1st June, 1st September and 1st December for ZAR.

Section 3.05. Repayment of Principal.

- a) Repayment: The Borrower shall repay the Principal of the Loan over a period of 17 years in 34 consecutive semi-annual installments following an eight (8) years Grace Period

commencing from the Date of Signature of this Agreement. The first of such installments shall be payable on 1st June and 1st December as the case may be, whichever immediately follows the expiration of the Grace Period.

- b) Prepayment. Subject to the terms and conditions provided in Section 3.06 of the *General Conditions*, the Borrower shall have the right to repay all or part of the Loan prior to its maturity without prepayment costs other than Swap Unwinding Costs, if any. If a Conversion has been effected on any amount of the Loan that is to be prepaid, the Borrower shall pay in addition to the Swap Unwinding Costs, if any, a transaction fee for the early termination of the Conversion. Unless otherwise expressly indicated by the Borrower in its prepayment notice, prepaid amounts shall be applied *pro rata* to all outstanding Loan maturities. Any partial prepayment in respect of an amount of the Loan to which a Conversion has been effected shall not be in an amount less than the minimum principal amount for Conversions provided in the *Conversion Guidelines*. If any unwinding cost of the underlying swap arises, it will be charged to the Borrower.

Section 3.06. Front End Fee. The Borrower shall pay a Front End Fee (hereinafter referred to as the "Front End Fee") of one-quarter of one per cent (0.25%) of the total Loan amount. The Front End Fee is payable at the latest thirty (30) calendar days from the date of

Signature of this Agreement, and in any case before any disbursement of the loan is made. The Front End Fee may be deducted from the resources of the loan in accordance with the terms of Section 6.01 of this Agreement. The Borrower shall be required to pay the Front End Fee even in the event of cancellation of the Loan.

Section 3.07. Commitment Charge. The Borrower shall pay a Commitment Charge (hereinafter referred to as the "Commitment Charge") at the rate of one quarter of one per cent (0.25%) per annum on the undisbursed portion of the Loan, which shall begin to accrue sixty (60) days after the Date of Signature of the Agreement, until the dates of disbursement of the concerned portions of the Loan. The Commitment Charge shall cease to accrue upon full disbursement of the Loan or at the Closing Date or at the date of cancellation of the Loan, whichever date comes first. The Commitment Charge shall be paid semi-annually on 1st June and 1st December.

Section 3.08. Application of Payments. Unless the Bank otherwise agrees, all payments shall be applied in the following order: Commitment Charge, Front End Fee, Swap Unwinding Costs and prepayment costs if applicable, interest, and lastly to principal.

Section 3.09. Currencies of Disbursements.

- a) All disbursements made by the Bank to the Borrower shall be denominated in the Original Loan Currency, unless and until

such time as they become part of a Currency Conversion in accordance with the provisions of Article IV of this Agreement and the *Conversion Guidelines*;

- b) Notwithstanding the provisions of Section 3.09(a), if the Bank determines that an extraordinary situation, whether factual or legal, has arisen under which the Bank is unable to provide any of the Original Loan Currency or, with respect to amounts of the Loan to which a Currency Conversion applies, the new Loan Currency, the Bank shall promptly notify the Borrower as to such circumstance. The Bank shall then consult with the Borrower in order to agree on a currency of substitution pursuant to the terms and conditions provided in Section 4.04 of the *General Conditions*. The currency substitution shall be terminated as soon as practicable once the Bank becomes able to provide again the Original Loan currency or, with respect to amounts of the Loan to which a Currency Conversion applies, the new Loan Currency;
- c) In the event that the Original Loan Currency or with respect to amounts of the Loan to which a Currency Conversion applies, the new Loan Currency, shall become available to the Bank, any disbursements in the substitute currency may be converted to the Original Loan Currency or the new Loan Currency, as

applicable, by the Bank at the request of the Borrower at the exchange rate on the date of such Conversion;

- d) The parties expressly agree that the provisions of this Section 3.09 relating to the currency of substitution shall equally apply where the Bank is unable to access or procure the substitute currency; and
- e) Notwithstanding the provisions of Section 3.10 of this Agreement, all funds disbursed in a currency of substitution shall also be repaid in the currency of substitution, save for disbursements which have been converted in accordance with Section 3.09(c) which, for the purposes of this paragraph (e), shall be deemed to have been disbursed in the Original Loan Currency or, with respect to amounts of the Loan to which a Currency Conversion applies, the new Loan Currency.

Section 3.10. Currencies, Mode and Place of Payments.

- a) All amounts due to the Bank pursuant to this Agreement shall be payable in the Original Loan Currency or, with respect to amounts of the Loan to which a Currency Conversion applies, the new Loan Currency, without being subject to any restriction, set-off or deduction on account of exchange rate fluctuations, transmission, other transfer charges or other reasons of any nature whatsoever. Such amounts shall be paid into a bank

account of the Bank, which the Bank shall indicate to the Borrower from time to time. The Borrower shall not be discharged of its obligation to the Bank until the full amount due in the currency of disbursement is effectively at the disposal of the Bank in the bank account designated by the Bank in accordance with this provision; and

- b) All payments due to the Bank under this Agreement shall be paid so that the amount shall be effectively at the Bank's disposal on the due date. If the due date falls on a day when banks are not open for business at the place designated for payment, such amount shall be paid so that it is effectively at the disposal of the Bank on the next Business Day at the designated place.

ARTICLE IV

CONVERSION OF LOAN TERMS

Section 4.01. Conversions Generally. The Borrower may at any time request any of the following Conversions of the terms of any portion of the Loan in order to facilitate prudent debt management:

- (i) Currency Conversion;
- (ii) Interest Rate Conversion;
- (iii) Interest Rate Cap; or

- (iv) Interest Rate Collar. Each such request shall be furnished by the Borrower to the Bank in accordance with the *Conversion Guidelines* and, upon acceptance by the Bank, the conversion requested shall be considered a Conversion for the purposes of this Loan Agreement and shall be effected in accordance with the *Conversion Guidelines*.

Section 4.02. Conversion Fees. The Borrower shall pay:

- (i) a transaction fee for each Conversion and for each early termination of a Conversion (including any early termination in connection with a prepayment or an acceleration of the Loan pursuant to Section 3.05(b) of this Loan Agreement and Section 7.01 of the *General Conditions*), respectively, and
- (ii) an unwinding amount, if any, for each early termination of a Conversion, in each case, in such amount or at such rate, in such currency and at such times as announced by the Bank from time to time in accordance with the *Conversion Guidelines* then in effect.

ARTICLE V

**CONDITIONS PRECEDENT TO ENTRY INTO FORCE,
TO FIRST DISBURSEMENT, WORKS RELATED
DISBURSEMENT; OTHER CONDITION
AND UNDERTAKINGS.**

Section 5.01. Conditions Precedent to Entry into Force. The entry into force of this Agreement shall be subject to the fulfillment of the provisions of Section 12.01 of the *General Conditions*.

Section 5.02. Condition Precedent to First Disbursement. The obligation of the Bank to make the first disbursement of the Loan shall be conditional upon the entry into force of this Agreement as provided in Section 5.01 above, and the fulfilment by the Borrower, in form and substance satisfactory to the Bank, of the following condition:

- (i) Submission by the Borrower to the Bank, evidence of the subsidiary implementation agreement signed between the Ministry of Finance & Economic Planning and WASAC for the implementation of the Program in line with country practices.

Section 5.03. Condition(s) Precedent in respect of works related disbursement. The obligation of the Bank to make any further disbursement from the Loan to works category of expenditure shall be

conditional upon the Borrower having provided evidence, in form and substance satisfactory to the Bank, that prior to commencement of construction works of any section of the program sites, all Project Affected Persons (PAPs) in respect of such section have been compensated and/ or resettled in accordance with the Resettlement Action Plan (RAP); updated RAP; and the Work and Compensation Schedule.

Section 5.04. Other Condition. Submission by the Borrower to the Bank evidence of having opened a special account in the National Bank of Rwanda for the Program, denominated in foreign currency into which Bank funds will be deposited.

Section 5.05. Undertakings. The Borrower undertakes, in form and substance satisfactory to the Bank, to:

- (i) Ensure the provision of counterpart funds during Program implementation;
- (ii) Carry out the Program in accordance with: (a) Bank's rules and procedures; (b) national legislation; and (c) the recommendations, requirements and procedures set forth in the Environmental and Social Impact Assessment (ESIA) prepared for the Program;

- (iii) Deliver to the Bank Program quarterly reports, financial and technical audit reports in form and substance acceptable to the Bank, including the Borrower's implementation of the ESIA; and
- (iv) Ensure adequate staffing for the Program implementation.

ARTICLE VI

DISBURSEMENTS AND CLOSING DATE

Section 6.01. Disbursement. The Bank shall, in accordance with the provisions of this Agreement and its disbursement rules and procedures, as laid out in the *Disbursement Handbook* and the *Disbursement Letter*, make disbursements to cover the expenditure required for the implementation of the Program. The Front End Fee may be deducted from the resources of the Loan, in which case the Borrower shall submit to the Bank, at the time of disbursement, two (2) separate requests for disbursement, one of which shall serve as payment of the Front End Fees with the Bank designated as the Beneficiary.

Section 6.02. Closing Date. For the purposes of Section 2.01 and Section 6.03 paragraph (1) (f) of the *General Conditions*, the Closing Date shall be **30 June 2022**, or such later date as shall be agreed upon by the Parties.

Section 6.03. Application of Disbursements. Amounts disbursed on account of this Agreement shall be applied by the Borrower solely for the purposes for which they were disbursed.

ARTICLE VII

PROCUREMENT

Section 7.01. Procurement of Works. Procurement of works shall be carried out in accordance with the *Procurement Policy for Bank Group Funded Operations* (October 2015), as may be amended from time to time, and as further set out below:

- (i) Civil works above UA 2 million per contract will be procured under Open Competitive Bidding (OCB) procedures with international advertising under the Bank Group's Procurement Methods and Procedures. Works to be procured under this method would include Upgrading of Gihira Water Treatment Plant, Rehabilitation and Expansion of Kigali City Water Supply Network, Rehabilitation and Expansion of Water Supply for Six (6) Satellite Cities, Kigali Centralized Sewerage System; Construction of Faecal Sludge Treatment Plant for Four (4) Towns and Rehabilitation and Upgrading of Semi-centralized Sewerage System.

- (ii) Civil works valued at less than UA 2 million per contract will be procured under Open Competitive Bidding (OCB) with national advertising under the Borrower Procurement System, Procurement Methods and Procedures. Works to be procured under this method would include Construction of Laboratory, Construction of Training Center and Construction of Sanitation Facility for Public Institutions.

Section 7.02. Procurement of Goods. Procurement of goods shall be carried out in accordance with the *Procurement Policy for Bank Group Funded Operations* (October 2015), as may be amended from time to time, and as further set out below:

- (i) Contracts for goods above UA 200,000 per contract will be procured under Open Competitive Bidding (OCB) with international advertising under the Bank Group's Procurement Methods and Procedures. Contracts to be procured under this method would include Goods for Kigali Centralized Sewerage System and Goods for Faecal Sludge Treatment Plant and Landfill for Four (4) Towns.
- (ii) Contracts for goods valued at below UA 200,000 per contract will be procured under Open Competitive Bidding (OCB) with national advertising under the Borrower Procurement System,

Procurement Methods and Procedures. Contracts to be procured under this method would include Vehicles and Office Equipment.

Section 7.03. Procurement of Services. Procurement of services shall be carried out in accordance with the *Procurement Policy for Bank Group Funded Operations* (October 2015), as may be amended from time to time, and as further set out below:

- (i) Procurement of consulting services for:
 - (a) Supervision of Water Supply and Sewerage Works;
 - (b) Study for Rehabilitation and Upgrading of Semi-centralized Systems;
 - (c) Study for Construction of Central Water Laboratory; and
 - (d) Capacity Building, will be carried out through short-listing using the Quality-and-Cost-Based Selection (QCBS) method; and
- (ii) Each Contract for selection of consultants, valued at less than UA 200,000 will be carried out using other appropriate selection methods such as Quality Based Selection (QBS), Fixed Budget Selection (FBS), Least Cost Selection (LCS), Selection Based on Consultant's Qualifications (CQS), Single Source Selection

CKG

(SSS) or use of Individual Consultants and available Bank Group's Standard Requests for Proposals (SRFPs).

Section 7.04. Procurement Plan. The Borrower shall submit to the Bank for the Bank's written approval, a Procurement Plan setting out:

- (i) the particular contracts for the goods, works, and/or services required to carry out the Project;
- (ii) the proposed methods for procurement of each such contract, and
- (iii) the relevant Bank review procedures. The Borrower shall, on annual basis, or as required to reflect the actual Project implementation needs and improvements in institutional capacity, update the Procurement Plan for the Project. Any proposed revision shall be submitted to the Bank for prior approval. The Borrower shall implement the Procurement Plan as approved by the Bank.

Section 7.05. Review Procedures. Except as the Bank shall otherwise determine by notice to the Borrower, the following documents shall be subject to prior review and approval by the Bank before promulgation:

- (i) General Procurement Notices;

- (ii) Specific Procurement Notices;
- (iii) Bidding Documents and Requests for Proposals from Consultants;
- (iv) Bid Evaluation Reports or Reports on Evaluation of Consultants' Proposals, including shortlists and recommendations for contract awards;
- (v) Draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; and
- (vi) Modification of signed contracts.

ARTICLE VIII

FINANCIAL REPORTING AND AUDIT

Section 8.01. Financial Management. The Borrower shall maintain proper records of account pursuant to Section 9.09 of the *General Conditions*, and shall prepare and furnish the Bank with:

- (i) quarterly project financial management reports, within forty-five (45) calendar days of the end of each calendar quarter, and
- (ii) a Program Completion Report, within six (6) months following project completion.

Section 8.02. Audit. The Borrower shall submit to the Bank, within six (6) months after the end of each financial year, annual audited financial statements together with the auditor's report and management letter. The audit of the annual financial statements shall be conducted by the Office of the Auditor General (OAG) or an independent external auditor acceptable to the Bank, recruited with the involvement of OAG, and in accordance with audit terms of reference approved by the Bank. The last audit report at the end of the Project will be submitted to the Bank no later than six (6) months after the Closing Date.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. 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 of the Borrower for the purposes of Article XI of the *General Conditions*.

Section 9.02. Date of the Agreement. This Agreement shall be deemed to have been concluded on the date appearing in the opening sentence hereof.

Section 9.03. Addresses. The following addresses are specified for the purposes of Article XI 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 575756
Fax: (250) 252 577581

Attention:

Minister of Finance
and Economic Planning

For the Bank:

Headquarters' Address:

African Development Bank
01 B.P. 1387
Abidjan 01
REPUBLIC OF CÔTE D'IVOIRE
Tel: (225) 20.26.44.44
Fax: (225) 20 21 31 00 / 20 33 85 05

For the Regional Office:

Mail Address:

African Development Bank
East Africa Regional Development
and Business Delivery Office
Khushee Towers
Longonot Road, Upper Hill
P.O. Box: 4861 – 00200
Nairobi
REPUBLIC OF KENYA
Tel: (254) 202 998230
Fax: (254) 202 712938
Director General

Attention:

IN WITNESS WHEREOF the Borrower and the Bank, each acting through its authorized representative, have signed this Agreement in two (2) original counterparts in English on the date appearing in the opening sentence of this Agreement.

FOR THE REPUBLIC OF RWANDA



CLAVIER GATETE
MINISTER OF FINANCE AND
ECONOMIC PLANNING



FOR THE AFRICAN DEVELOPMENT BANK



GABRIEL NEGATU
DIRECTOR GENERAL
EAST AFRICA REGIONAL DEVELOPMENT
AND BUSINESS DELIVERY OFFICE

ATTESTED BY:



VINCENT O. NMEHIELLE
SECRETARY GENERAL

ANNEX I

PROJECT DESCRIPTION

- 1.1 The development objective of the Project is to improve the quality of life and socio-economic development of the people and country by ensuring equitable provision of adequate, reliable and sustainable water and sanitation services for targeted cities.
- 1.2 The Project comprises four (4) components:
- (i) Water Supply Infrastructure and Services Improvement;
 - (ii) Sanitation Infrastructure and Services Improvement;
 - (iii) Institutional Support; and
 - (iv) Program Management.

ANNEX II
ALLOCATION OF THE LOAN

The present Annex indicates the categories of expenditure to be financed out of the resources of the Loan and the allocation of the resources to each category financed therein.

CATEGORIES OF EXPENDITURES

		In USD millions (Net of Taxes)		
	Category of Expenditure	Foreign Currency Cost	Local Currency Cost	Total Cost
A	Works	69.302	34.968	104.270
B	Services	14.550	-	14.550
C	Goods	1.632	-	1.632
D	Others	0.480	0.205	0.685
	Total	85.964	35.173	121.137

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 170/01 ryo ku wa 19/12/2017 ryemeza burundu amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'Inguzanyo ingana na Miliyoni Ijana na Makumyabiri n'Imwe n'Ibihumbi Ijana na Mirongo Itatu na Birindwi z'Amadolari y'Abanyamerika (121.137.000 USD) agenewe Gahunda Irambye yo Gukwirakwiza Amazi n'Ibikorwa by'Isukura

Kigali, ku wa 19/12/2017

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Seen to be annexed to the Presidential Order n° 170/01 of 19/12/2017 ratifying Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Bank, relating to the Loan of One Hundred Twenty One Million One Hundred Thirty Seven Thousand American Dollars (USD 121,137,000) for the Sustainable Water Supply and Sanitation Program

Kigali, on 19/12/2017

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 170/01 du 19/12/2017 portant ratification de l'Accord de Prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de Cent Vingt et Un Millions Cent Trente-Sept Mille Dollars Américains (121.137.000 USD) pour le Programme Durable d'Approvisionnement en Eau et d'Assainissement

Kigali, le 19/12/2017

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 171/01 RYO KU WA 19/12/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE (ADF), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU ZA *UNITS OF ACCOUNT* (60.000.000 UA) AGENEWE GAHUNDA YO GUTEZA IMBERE UBUMENYI N'UBUCURUZI

PRESIDENTIAL ORDER N° 171/01 OF 19/12/2017 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA, ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND (ADF), RELATING TO THE LOAN OF SIXTY MILLION UNITS OF ACCOUNT (UA 60,000,000) FOR THE SKILLS AND BUSINESS DEVELOPMENT PROGRAMME

ARRETE PRESIDENTIEL N° 171/01 DU 19/12/2017 PORTANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT (FAD), RELATIF AU PRET DE SOIXANTE MILLIONS D'UNITES DE COMPTE (60.000.000 UC) POUR LE PROGRAMME DE DEVELOPPEMENT DES COMPETENCES ET DES AFFAIRES

ISHAKIRO

TABLE OF CONTENTS

TABLE DES MATIERES

Ingingo ya mbere: Kwemezwa burundu

Article One: Ratification

Article premier: Ratification

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Article 2: Authorities responsible for the implementation of this Order

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

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N° 171/01 RYO KU WA 19/12/2017 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 29 UGUSHYINGO 2017, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA NYAFURIKA GITSURA AMAJYAMBERE (ADF), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU ZA *UNITS OF ACCOUNT* (60.000.000 UA) AGENEWE GAHUNDA YO GUTEZA IMBERE UBUMENYI N'UBUCURUZI

PRESIDENTIAL ORDER N° 171/01 OF 19/12/2017 RATIFYING THE LOAN AGREEMENT SIGNED IN KIGALI, RWANDA ON 29 NOVEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT FUND, RELATING TO THE LOAN OF SIXTY MILLION UNITS OF ACCOUNT (UA 60,000,000) FOR THE SKILLS AND BUSINESS DEVELOPMENT PROGRAMME

ARRETE PRESIDENTIEL N° 171/01 DU 19/12/2017 PORTANT RATIFICATION DE L'ACCORD DE PRET SIGNE A KIGALI, AU RWANDA, LE 29 NOVEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS AFRICAIN DE DEVELOPPEMENT (FAD), RELATIF AU PRET DE SOIXANTE MILLIONS D'UNITES DE COMPTE (60.000.000 UC) POUR LE PROGRAMME DE DEVELOPPEMENT DES COMPETENCES ET DES AFFAIRES

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Dushingiye ku Itegeko n° 57/2017 ryo ku wa 19/12/2017 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu za *Units of*

Pursuant to Law n° 57/2017 of 19/12/2017 approving the ratification of the Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Fund, relating to the loan of sixty million Units of Account (UA 60,000,000) for the skills and business development programme;

Vu la Loi n° 57/2017 du 19/12/2017 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et le Fonds Africain de Développement, relatif au prêt de soixante millions d'Unités de Compte (60.000.000 UC) pour le programme de

Account (60.000.000 UA) agenewe gahunda yo guteza imbere ubumenyi n'ubucuruzi;

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu za Units of Account (60.000.000 UA) agenewe gahunda yo guteza imbere ubumenyi n'ubucuruzi;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemezwa burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu za *Units of Account* (60.000.000 UA) agenewe gahunda yo

Considering the Loan Agreement signed in Kigali, Rwanda on 29 November 2017, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of sixty million Units of Account (UA 60,000,000) for the skills and business development programme;

On proposal by the Minister of Finance and Economic Planning;

After consideration and adoption by the Cabinet;

HAVE ORDERED AND HEREBY ORDER:

Article One: Ratification

The Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Fund (ADF), relating to the loan of sixty million Units of Account (UA 60,000,000) for the skills and business

développement des compétences et des affaires;

Considérant l'Accord de prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante millions d'Unités de Compte (60.000.000 UC) pour le programme de développement des compétences et des affaires;

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

Après examen et adoption par le Conseil des Ministres;

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'Accord de prêt signé à Kigali, au Rwanda le 29 novembre 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante millions d'Unités de Compte (60.000.000 UC) pour le programme de développement des compétences et des

guteza imbere ubumenyi n'ubucuruzi, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane, n'Umuryango w'Ibihugu bya Afurika y'Iburasirazuba na Minisitiri w'Ubucuruzi n'Inganda basabwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

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

development programme, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs, Cooperation and East African Community and the Minister of Trade and Industry are entrusted with the implementation of this Order

Article 3: Commencement

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

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

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

Le Premier Ministre, le Ministre des Finances et de la Planification Economique, le Ministre des Affaires Etrangères, de la Coopération et de la Communauté d'Afrique de l'Est et le Ministre du Commerce et de l'Industrie sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, ku wa 19/12/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Kigali, on 19/12/2017

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Kigali, le 19/12/2017

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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

UMUGEREKA W'ITEKA RYA
PEREZIDA N° 171/01 RYO KU WA
19/12/2017 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 29 UGUSHYINGO
2017, HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA NYAFURIKA
GITSURA AMAJYAMBERE (ADF),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
ITANDATU ZA *UNITS OF ACCOUNT*
(60.000.000 UA) AGENEWE GAHUNDA
YO GUTEZA IMBERE UBUMENYI
N'UBUCURUZI

ANNEX TO THE PRESIDENTIAL
ORDER N° 171/01 OF 19/12/2017
RATIFYING THE LOAN AGREEMENT
SIGNED IN KIGALI, RWANDA, ON 29
NOVEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
AFRICAN DEVELOPMENT FUND
(ADF), RELATING TO THE LOAN OF
SIXTY MILLION UNITS OF ACCOUNT
(UA 60,000,000) FOR THE SKILLS AND
BUSINESS DEVELOPMENT
PROGRAMME

ANNEXE A L'ARRETE PRESIDENTIEL
N° 171/01 DU 19/12/2017 PORTANT
RATIFICATION DE L'ACCORD DE
PRET SIGNE A KIGALI, AU RWANDA,
LE 29 NOVEMBRE 2017, ENTRE LA
REPUBLIQUE DU RWANDA ET LE
FONDS AFRICAIN DE
DEVELOPPEMENT (FAD), RELATIF
AU PRET DE SOIXANTE MILLIONS
D'UNITES DE COMPTE (60.000.000 UC)
POUR LE PROGRAMME DE
DEVELOPPEMENT DES
COMPETENCES ET DES AFFAIRES



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

(SKILLS AND BUSINESS DEVELOPMENT PROGRAMME)

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

(SKILLS AND BUSINESS DEVELOPMENT PROGRAMME)

PROGRAMME ID No.	: P-RW-IZ0-006
LOAN No	: 2100150038496

This LOAN AGREEMENT (hereinafter called the "Agreement") is entered into this 29th day of NOVEMBER 2017 between THE REPUBLIC OF RWANDA (hereinafter called the "Borrower") and the AFRICAN DEVELOPMENT FUND (hereinafter called the "Fund").

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

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS-DEFINITIONS

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

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

ARTICLE II

THE LOAN

Section 2.01. Amount. The Fund agrees to lend to the Borrower, from the resources of the Fund in various convertible currencies other than the currency of the Borrower, an amount not exceeding the equivalent of Sixty Million Units of Account (UA 60,000,000) (the Unit of Account being defined in Article 1(1) of the Agreement Establishing the Fund).

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

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

Section 2.04. Currency (ies) of Disbursement.

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

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

Section 2.05. Currency (ies) of Payment.

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

ARTICLE III

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

Section 3.01. Repayment of the Principal. Subject to Section 3.05, the Borrower shall repay the principal of the Loan over a period of thirty (35) years, after a five (5) year grace period commencing from the date of this Agreement at the rate of two point eight six percent (2.86 %) per annum.

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

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

Section 3.04. Dates of Payment. The principal of the Loan shall be repaid in equal and consecutive semi-annual installments, the first of which shall be payable on 15th June or 15th December, 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 15th June and 15th December of each year.

Section 3.05. Accelerated Payment.

- (a) The Fund may modify the repayment terms applicable to the principal amount of the Loan disbursed and outstanding in accordance with Sub-Sections (b) or (c) of this Section 3.05 whenever all of the following events have occurred:
- (i) the Borrower's per capita gross national income, as determined by the Fund, has exceeded for more than two (2) consecutive years the level established by the Fund for determining eligibility to access the Fund's resources;
 - (ii) the Borrower is creditworthy for borrowing from the African Development Bank window; and
 - (iii) after due consideration of the development of the Borrower's economy and other relevant country factors, the Board of Directors of the Fund has reviewed and approved modification of the Borrower's loan terms with the Fund.
- (b) The Fund shall, upon the occurrence of the events referred to in Sub-Section (a) of this Section 3.05, notify the Borrower of the same and require the Borrower to either:

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

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

respond within the two (2) month period, the Fund shall automatically apply the Principal Option.

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

Section 3.06. Prepayment. In the event that the Borrower graduates from being eligible to borrow only from the African Development Fund window, the Borrower and the Fund may agree, but shall be under no obligation to do so, that the Borrower repay, in advance of maturity, the

principal amount of the Loan then outstanding in one lump-sum payment on a date agreed between the parties, and the agreement between the Borrower and the Fund may provide a discount on the amount to be prepaid in full satisfaction of the principal amount of the Loan then outstanding.

ARTICLE IV
CONDITIONS PRECEDENT TO ENTRY INTO FORCE
AND TO DISBURSEMENT

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

Section 4.02. Conditions Precedent to First Disbursement. The obligation of the Fund to disburse the first tranche of the Loan in the sum of Thirty Million Units of Account (UA 30,000,000) for Financial Year 2017/2018 shall be conditional upon the entry into force of this Agreement, as provided in Section 4.01 above, and the provision by the Borrower of evidence satisfactory to the Fund of the fulfillment of the following conditions:

- a) Letter(s) from the MINECOFIN to the Fund forwarding:
 - i. a copy of the minutes of the Rwandan Cabinet meeting approving the Made in Rwanda Policy with a copy of the approved Policy attached ; and

- ii. a copy of the minutes of the Rwandan Cabinet meeting approving the Revised Special Economic Zone Policy with a copy of the approved Policy attached.
- b) Prior to making a request for first disbursement, the Borrower shall transmit to the Fund, the bank details for a Treasury account with the National Bank of Rwanda for purposes of receiving the resources of the Programme.

Section 4.04. Conditions Precedent to Second Disbursement. The obligations of the Fund to disburse the second tranche of the Loan in the sum of Fifteen million Units of Account (UA15, 000,000) for the FY 2018/2019 shall be conditional upon the provision by the Borrower of evidence satisfactory to the Fund of the fulfillment of the following conditions:

- a) Letter(s) from the MINECOFIN to the Fund :
 - i. confirming that the Investment Clinics have commenced the assessment and training of SMEs with a list of five (5) SMEs being trained and assessed ;
 - ii. transmitting a copy of the report on Skills Audit for food safety and quality;
 - iii. transmitting the minutes of the Rwandan Cabinet meeting approving the Rwanda Quality Policy with a copy of the approved Policy attached; and

- iv. confirming the establishment of the Made In Rwanda Technical Secretariat and submitting the letters of appointment for four (4) Technical Secretariat staff.

Section 4.05. Conditions Precedent to Third Disbursement. The obligations of the Fund to disburse the third tranche of the Loan of Fifteen Million Units of Account (UA15, 000,000) for FY 2019/2020 shall be conditional upon the provision by the Borrower of evidence satisfactory to the Fund of the fulfillment of the following conditions:

- a) Letter(s) from the MINECOFIN to the Fund :
 - i. transmitting a copy of minutes of the Rwandan Cabinet meeting approving the High Growth Entrepreneurship Policy with a copy of the approved Policy attached;
 - ii. transmitting a copy of the minutes of the RDB Management approving the National Consolidated Business Upgrading Programme with a copy of the approved Programme attached;
 - iii. confirming the establishment of the Supply Development Unit (SDU) and with copies of the letters of appointment of 3 (three) SDU staff attached; and
 - iv. transmitting a copy of the Ministerial Order issued on (i) specific contract value/ thresholds for local SMEs participating in public procurement; (ii) implementation

modalities of the local preferences, including the facilitation of prompt payments to SMEs, transfer of skills and technology; and (iii) preference to the local SMEs as per the existing guidelines to support Made In Rwanda policy.

ARTICLE V
DISBURSEMENTS, APPLICATION
OF AMOUNTS DISBURSED AND REPORTING

Section 5.01. Disbursements. The Fund shall disburse the loan in three (3) tranches, subject to the provisions of this Agreement and the General Conditions, with the objective of contributing towards the financing of the Borrower's budget as follows:

S/N	Tranche	Amount	Financial Year
1	First Tranche	UA30,000,000	2017/2018
2	Second Tranche	UA15,000,000	2018/2019
3	Third Tranche	UA15,000,000	2019/2020.

Section 5.02. Closing date. For the purposes of Section 6.03 paragraph (1) (f) of the General Conditions, the closing date shall be **30 June, 2020**, or such later date as shall be agreed between the Borrower and the Fund.

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

Section 5.04 Reporting. The Borrower shall transmit to the Fund an audit report from the Ministry of Trade & Industry for each of the year of the programme.

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

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

For the Borrower:

Mail Address:

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

To the attention of:

The Permanent Secretary

For the Fund:

Headquarters' Address:

African Development Fund
01 B.P. 1387
Abidjan 01

REPUBLIC OF CÔTE D'IVOIRE

Cable Address: AFDEV ABIDJAN

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

For the Regional Office:

East Africa Regional Development and
Business Delivery Office
Khushee Towers
Longonot Road, Upper Hill
P.O. Box: 4861 - 00200
Nairobi
REPUBLIC OF KENYA
Tel: (254) 202 998230
Fax: (254) 202 712938

To the attention of:

The Director General, RDGE

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

FOR THE REPUBLIC OF RWANDA



CLAVER GATETE
MINISTER OF FINANCE AND
ECONOMIC PLANNING



FOR THE AFRICAN DEVELOPMENT FUND



GABRIEL NEGATU
DIRECTOR GENERAL
EAST AFRICA REGIONAL DEVELOPMENT
AND BUSINESS DELIVERY OFFICE

ATTESTED BY:



VINCENT O. NMEIELLE
SECRETARY GENERAL

ANNEX I
PROGRAMME DESCRIPTION

The Skills and Business Development Programme (SBDP) is a three (3) year Sector Budget Support designed to boost the Government of Rwanda's economic transformation and job creation agenda by increasing domestic production under the Made in Rwanda ("MIR") Policy. The programme cost is (UA 60,000,000) sixty million Units of Account to be disbursed in three (3) tranches over a three-year fiscal timeframe (FYs) 2017/ 2018, FY2018/2019 and FY 2019/2020 based on disbursement triggers agreed with government in consultation with Development Partners (DPs).

The SBDP is a transition programme from the Skills, Employability and Enterprise Programme which has contributed to the creation of off- farm jobs, increased new start-up enterprises and increased the critical mass of Technical and Vocational Education and Training graduates in Rwanda.

In line with aid harmonization, the programme was jointly designed with the Government of Rwanda in close consultation with DPs and Civil Society Organisations.

The SBDP's components are:

Component 1 Enhancing enterprise growth

SBDP will support:

- (i) development of a Professional Certification Programme for the Financial Sector (banking, insurance and actuaries) to improve skills and risk analysis of SMEs;
- (ii) support roll-out automation of U-SACCO to improve the governance and facilitate the establishment of the Cooperative Bank of Rwanda;
- (iii) develop and pilot MIS for cooperatives in order to enhance U-SACCOs' efficiency;
- (iv) promoting SMEs/Cooperatives financial literacy and strategic management through coaching and mentoring by BDS; and
- (v) Operationalise Investment Clinics for SMEs to list on the Capital Market .

Component 2 :Strengthening value chains and product quality management The programme will support:

- (i) establishing of Supply Development Unit to promote linkages or partnerships (between large and small firms) for value chain stakeholders;
- (ii) developing a Value Chain Financing Framework for meat and wood sectors;
- (iii) consolidation of production cooperatives into clusters to enhance their capacity in value chain;
- (iv) conducting review of CPCs business model and develop new business model that is market driven;
- (v) roll-out of technical assistance to strategic anchor firms;
- (vi) supporting finalisation of revising Special Economic Zone policy;

- (vii) developing of professional and technical training programme for key MIR value chains through PPPs; and
- (viii) developing of Strategy to increase critical raw materials.

Component 3: Enhanced coordination

The measures supported by SBDP include:

- (i) establishing of MIR Steering Committee for policy guidance and overall implementation monitor;
- (ii) setting up of MIR Working Technical Secretariat under MINICOM to enhance coordination and reporting; and
- (iii) developing a robust Monitoring and Evaluation (M&E) system which will help to measure programme outputs, outcomes, impact, and achievements.

ANNEX II

LIST OF NON-ELIGIBLE GOODS

1. Production of, or trade in, any product or activity deemed illegal under host country laws or regulations or international conventions and agreements.
2. Production of, or trade in, radioactive materials, with the exception of medical materials and quality-control equipment for which the Bank considers the radioactive source to be trivial and adequately shielded.
3. Production of, or trade in, or use of, unbonded asbestos fibers or other products with bonded asbestos as dominant material.
4. Production of, or trade in, pharmaceuticals, chemical compounds and other harmful substances subject to international phase-outs or bans, including pesticides classified by the World Health Organization as Class Ia (extremely hazardous), Ib (highly hazardous) or II (moderately hazardous).
5. Production of, or trade in, ozone-depleting substances subject to international phase-out.

6. Trade in wildlife or wildlife products regulated under the Convention on International Trade in Endangered Species of Wild Fauna and Flora.
7. Purchase of logging equipment for use in unmanaged primary tropical rainforests.
8. Production or activities involving harmful or exploitative forms of forced labor¹ and/or harmful child labor² as defined by national regulations and international standards.
9. Goods and services supplied under a contract which any national or international financing institution or agency other than the Bank has financed or agreed to finance, or which the Bank has financed or agreed to finance under another grant or loan.
10. Goods intended for military and/or paramilitary purposes.
11. Alcoholic beverages.

¹Forced labor means all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

²Harmful child labor means the employment of children that is economically exploitive, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.

12. Un-manufactured tobacco, tobacco refuse, manufactured tobacco (whether or not containing tobacco substitutes) and tobacco processing machinery.
13. Platinum, pearls, precious and semi-precious stones, silver, gold and related products.
14. Nuclear reactors and parts thereof, non-irradiated fuel elements (cartridges) for nuclear reactors.
15. Goods for luxury consumption.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 171/01 ryo ku wa 19/12/2017 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 29 Ugushyingo 2017, hagati ya Repubulika y'u Rwanda n'Ikigega Nyafurika Gitsura Amajyambere (ADF), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu za *Units of Account* (60.000.000 UA) agenewe gahunda yo guteza imbere ubumenyi n'ubucuruzi

Kigali, ku wa 19/12/2017

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

Seen to be annexed to the Presidential Order n° 171/01 of 19/12/2017 ratifying the Loan Agreement signed in Kigali, Rwanda, on 29 November 2017, between the Republic of Rwanda and the African Development Fund, relating to the loan of sixty million Units of Account (UA 60,000,000) for the skills and business development programme

Kigali, on 19/12/2017

KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 171/01 du 19/12/2017 portant ratification de l'Accord de Prêt signé à Kigali, au Rwanda, le 29 novembre 2017, entre la République du Rwanda et le Fonds Africain de Développement (FAD), relatif au prêt de soixante millions d'Unités de Compte (60.000.000 UC) pour le programme de développement des compétences et des affaires

Kigali, le 19/12/2017

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

Vu et scellé du Sceau de la République:

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