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Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'indwi n'ibihumbi magana atandatu z'Amadetsi (17.600.000 DTS) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana.....5

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Z'AMADETESI (17.600.000 DTS)
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LAW N° 26/2018 OF 01/06/2018
APPROVING THE RATIFICATION OF
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AT KIGALI IN RWANDA ON 07 MARCH
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DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF
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THOUSAND SPECIAL DRAWING
RIGHTS (SDR 17,600,000) FOR
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AGENEWE UMUSHINGA WO
GUKUMIRA NO KUGABANYA
IGWINGIRA RY'ABANA**

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° 26/2018 OF 01/06/2018
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THE FINANCING AGREEMENT SIGNED
AT KIGALI IN RWANDA ON 07 MARCH
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RELATING TO THE CREDIT OF
SEVENTEEN MILLION SIX HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 17,600,000) FOR
STUNTING PREVENTION AND
REDUCTION PROJECT**

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

**LOI N° 26/2018 DU 01/06/2018
APPROUVANT LA RATIFICATION DE
L'ACCORD DE FINANCEMENT SIGNÉ À
KIGALI AU RWANDA LE 07 MARS 2018,
ENTRE LA RÉPUBLIQUE DU RWANDA ET
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CENT MILLE DROITS DE TIRAGE
SPÉCIAUX (17.600.000 DTS) POUR LE
PROJET DE PRÉVENTION ET DE
RÉDUCTION DU RETARD DE
CROISSANCE**

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

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Umutwe w'Abadepite mu nama yawo yo ku wa 24 Mata 2018;	The Chamber of Deputies, in its session of 24 April 2018;	La Chambre des Députés, en sa séance du 24 avril 2018;
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 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 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'indwi n'ibihumbi magana atandatu z'Amadetsi (17.600.000 DTS) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;	After consideration of the Financing Agreement signed at Kigali in Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of seventeen million six hundred thousand Special Drawing Rights (SDR 17,600,000) for stunting prevention and reduction project;	Après examen de l'Accord de financement signé à Kigali au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-sept millions six cent mille Droits de Tirage Spéciaux (17.600.000 DTS) pour le projet de prévention et de réduction du retard de croissance;

YEMEJE:

ADOPTS:

ADOpte:

Ingingo ya mbere: Kwemera kwemeza burundu

Article One: Approval for ratification

Article premier: Approbation pour ratification

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi n'indwi n'ibihumbi magana atandatu z'Amadetsi

The Financing Agreement signed at Kigali in Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of seventeen million six hundred thousand Special Drawing Rights (SDR 17,600,000) for stunting prevention and

L'Accord de financement signé à Kigali au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-sept millions six cent mille Droits de Tirage Spéciaux (17.600.000 DTS) pour le projet de prévention et

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(17.600.000 DTS) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana, ari ku mugereka, yemerewe kwemezwa burundu.

reduction project, in annex, is approved for ratification.

de réduction du retard de croissance, en annexe, est approuvé pour ratification.

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

Article 2: Drafting, consideration and adoption of this Law

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

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

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

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

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 01/06/2018

Kigali, on 01/06/2018

Kigali, le 01/06/2018

(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° 27/2018 RYO KU WA 01/06/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BAGAMIJE KUZAMURA URWEGO RW'IMIRIRE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

LAW N° 27/2018 OF 01/06/2018 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED AT KIGALI IN RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE MULTI-DONOR TRUST FUND FOR ACHIEVING NUTRITION IMPACT AT SCALE, RELATING TO THE GRANT OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

LOI N° 27/2018 DU 01/06/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNÉ À KIGALI AU RWANDA LE 07 MARS 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), AGISSANT EN QUALITÉ D'ADMINISTRATEUR DU FONDS D'AFFECTATION SPÉCIALE MULTI-DONATEURS POUR L'ATTEINTE DE L'IMPACT NUTRITIONNEL À GRANDE ÉCHELLE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE PRÉVENTION ET DE RÉDUCTION DU RETARD DE CROISSANCE

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Article 3: Entrée en vigueur

ITEGEKO N° 27/2018 RYO KU WA 01/06/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BAGAMIJE KUZAMURA URWEGO RW'IMIRIRE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

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.

LAW N° 27/2018 OF 01/06/2018 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED AT KIGALI IN RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE MULTI-DONOR TRUST FUND FOR ACHIEVING NUTRITION IMPACT AT SCALE, RELATING TO THE GRANT OF TWENTY MILLION UNITED STATES DOLLARS (USD 20,000,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

We, KAGAME Paul,
President of the Republic;

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

LOI N° 27/2018 DU 01/06/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNÉ À KIGALI AU RWANDA LE 07 MARS 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), AGISSANT EN QUALITÉ D'ADMINISTRATEUR DU FONDS D'AFFECTATION SPÉCIALE MULTI-DONATEURS POUR L'ATTEINTE DE L'IMPACT NUTRITIONNEL À GRANDE ÉCHELLE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARS AMÉRICAINS (20.000.000 USD) POUR LE PROJET DE PRÉVENTION ET DE RÉDUCTION DU RETARD DE CROISSANCE

Nous, KAGAME Paul,
Président de la République;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite mu nama yawo yo ku wa 24 Mata 2018;

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

Imaze gusuzuma Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga bagamije kuzamura urwego rw'imirire, yerekeranye n'impano ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u

THE PARLIAMENT:

The Chamber of Deputies, in its session of 24 April 2018;

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

After consideration of the Grant Agreement signed at Kigali in Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Multi-Donor Trust Fund for achieving nutrition impact at scale, relating to the grant of twenty million United States Dollars (USD 20,000,000) for stunting prevention and reduction project;

ADOPTS:

Article One: Approval for ratification

The Grant Agreement signed at Kigali in Rwanda on 07 March 2018, between the Republic of Rwanda and the International

LE PARLEMENT:

La Chambre des Députés, en sa séance du 24 avril 2018;

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

Après examen de l'Accord de don signé à Kigali au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'administrateur du Fonds d'affectation spéciale multi-donneurs pour l'atteinte de l'impact nutritionnel à grande échelle, relatif au don de vingt millions de dollars américains (20.000.000 USD) pour le projet de prévention et de réduction du retard de croissance;

ADOpte:

Article premier: Approbation pour ratification

L'Accord de don signé à Kigali au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement

Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga bagamiye kuzamura urwego rw'imirire, yerekeranye n'impano ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana, ari ku mugereka, yemerewe kwemezwa burundu.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Development Association (IDA) acting as Administrator of the Multi-Donor Trust Fund for achieving nutrition impact at scale, relating to the grant of twenty million United States Dollars (USD 20,000,000) for stunting prevention and reduction project, in annex, is approved for ratification.

Article 2: Drafting, consideration and adoption of this Law

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

Article 3: Commencement

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

(IDA), agissant en qualité d'administrateur du Fonds d'affectation spéciale multi-donateurs pour l'atteinte de l'impact nutritionnel à grande échelle, relatif au don de vingt millions de dollars américains (20.000.000 USD) pour le projet de prévention et de réduction du retard de croissance, 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.

Article 3: Entrée en vigueur

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

Official Gazette n°23 of 04/06/2018

Kigali, ku wa **01/06/2018**

(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 **01/06/2018**

(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 **01/06/2018**

(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° 28/2018 RYO KU WA 01/06/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUYOBORA UBURYO BW'ITERANKUNGA KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI ICUMI Z'AMADOLARI Y'ABANYAMERIKA (10.000.000 USD) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

LAW N° 28/2018 OF 01/06/2018 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED AT KIGALI IN RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS ADMINISTRATOR OF THE GLOBAL FINANCING FACILITY, RELATING TO THE GRANT OF TEN MILLION UNITED STATES DOLLARS (USD 10,000,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

LOI N° 28/2018 DU 01/06/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNÉ À KIGALI, AU RWANDA LE 07 MARS 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), AGISSANT EN QUALITÉ D'ADMINISTRATEUR DU MÉCANISME DE FINANCEMENT MONDIAL, RELATIF AU DON DE DIX MILLIONS DE DOLLARS AMÉRICAINS (10.000.000 USD) POUR LE PROJET DE PRÉVENTION ET DE RÉDUCTION DU RETARD DE CROISSANCE

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ITEGEKO N° 28/2018 RYO KU WA 01/06/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), NK'URWEGO RUYOBORA UBURYO BW'ITERANKUNGA KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI ICUMI Z'AMADOLARI Y'ABANYAMERIKA (10.000.000 USD) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

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

LAW N° 28/2018 OF 01/06/2018 APPROVING THE RATIFICATION OF THE GRANT AGREEMENT SIGNED AT KIGALI IN RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), ACTING AS ADMINISTRATOR OF THE GLOBAL FINANCING FACILITY, RELATING TO THE GRANT OF TEN MILLION UNITED STATES DOLLARS (USD 10,000,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

We, KAGAME Paul,
President of the Republic;

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

LOI N° 28/2018 DU 01/06/2018 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON SIGNÉ À KIGALI, AU RWANDA LE 07 MARS 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), AGISSANT EN QUALITÉ D'ADMINISTRATEUR DU MÉCANISME DE FINANCEMENT MONDIAL, RELATIF AU DON DE DIX MILLIONS DE DOLLARS AMÉRICAINS (10.000.000 USD) POUR LE PROJET DE PRÉVENTION ET DE RÉDUCTION DU RETARD DE CROISSANCE

Nous, KAGAME Paul,
Président de la République;

LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENUE SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 24 Mata 2018;

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

Imaze gusuzuma Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'urwego ruyobora Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura

THE PARLIAMENT:

The Chamber of Deputies, in its session of 24 April 2018;

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

After consideration of the Grant Agreement signed at Kigali in Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA), acting as Administrator of the Global Financing Facility, relating to the grant of ten million United States Dollars (USD 10,000,000) for stunting prevention and reduction project;

ADOPTS:

Article One: Approval for ratification

The Grant Agreement signed at Kigali in Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA), acting as

LE PARLEMENT:

La Chambre des Députés, en sa séance du 24 avril 2018;

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

Après examen de l'Accord de don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'Administrateur du Mécanisme de Financement Mondial, relatif au don de dix millions de dollars américains (10.000.000 USD) pour le projet de prévention et de réduction du retard de croissance;

ADOpte:

Article premier: Approbation pour ratification

L'Accord de don signé à Kigali au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'Administrateur du

Amajyambere (IDA), nk'urwego ruyobora Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana, ari ku mugereka, yemerewe kwemezwa burundu.

Administrator of the Global Financing Facility, relating to the grant of ten million United States Dollars (USD 10,000,000) for stunting prevention and reduction project, in annex, is approved for ratification.

Mécanisme de Financement Mondial, relatif au don de dix millions de dollars américains (10.000.000 USD) pour le projet de prévention et de réduction du retard de croissance, en annexe, est approuvé pour ratification.

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

Article 2: Drafting, consideration and adoption of this Law

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

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

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

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

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.

Official Gazette n°23 of 04/06/2018

Kigali, ku wa 01/06/2018

(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 01/06/2018

(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 01/06/2018

(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° 29/2018 RYO KU WA
01/06/2018 RYEMERA KWEMEZA
BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA N'I
LUXEMBOURG MURI LUXEMBOURG KU
WA 28 UKUBOZA 2017, HAGATI YA
REPUBLIC OF RWANDA NA BANKI
Y'ISHORAMARI Y'ABANYABURAYI,
YEREKERANYE N' INGUZANYO INGANA
NA MILIYONI MIRONGO INE N'ESHANU
Z'AMAYERO (45.000.000 EUR) AGENEWE
UMUSHINGA WO KUBAKA RUHURURA
RUSANGE YO MU MUJYI WA KIGALI**

**LAW N° 29/2018 OF 01/06/2018
APPROVING THE RATIFICATION OF
THE FINANCE CONTRACT SIGNED AT
KIGALI IN RWANDA AND
LUXEMBOURG IN LUXEMBOURG ON 28
DECEMBER 2017, BETWEEN THE
REPUBLIC OF RWANDA AND THE
EUROPEAN INVESTMENT BANK,
RELATING TO THE CREDIT OF FORTY-
FIVE MILLION EUROS (EUR 45,000,000)
FOR KIGALI CENTRAL SEWERAGE
PROJECT**

**LOI N° 29/2018 DU 01/06/2018
APPROUVANT LA RATIFICATION DU
CONTRAT DE FINANCEMENT SIGNÉ À
KIGALI AU RWANDA ET À
LUXEMBOURG AU LUXEMBOURG LE
28 DÉCEMBRE 2017, ENTRE LA
RÉPUBLIQUE DU RWANDA ET LA
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D'INVESTISSEMENT, RELATIF AU
CRÉDIT DE QUARANTE-CINQ
MILLIONS D'EUROS (45.000.000 EUR)
POUR LE PROJET DU SYSTÈME
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ISHAKIRO

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

Article 3: Commencement

Article 3: Entrée en vigueur

ITEGEKO N° 29/2018 RYO KU WA 01/06/2018 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA N'I LUXEMBOURG MURI LUXEMBOURG KU WA 28 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ISHORAMARI Y'ABANYABURAYI, YEREKERANYE N' INGUZANYO INGANA NA MILIYONI MIRONGO INE N'ESHANU Z'AMAYERO (45.000.000 EUR) AGENEWE UMUSHINGA WO KUBAKA RUHURURA RUSANGE YO MU MUJYI WA KIGALI

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo ku wa 24 Mata 2018;

LAW N° 29/2018 OF 01/06/2018 APPROVING THE RATIFICATION OF THE FINANCE CONTRACT SIGNED AT KIGALI IN RWANDA AND LUXEMBOURG IN LUXEMBOURG ON 28 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF FORTY-FIVE MILLION EUROS (EUR 45,000,000) FOR KIGALI CENTRAL SEWERAGE PROJECT

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

The Chamber of Deputies, in its session of 24 April 2018;

LOI N° 29/2018 DU 01/06/2018 APPROUVANT LA RATIFICATION DU CONTRAT DE FINANCEMENT SIGNÉ À KIGALI AU RWANDA ET À LUXEMBOURG AU LUXEMBOURG LE 28 DÉCEMBRE 2017, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE EUROPÉENNE D'INVESTISSEMENT, RELATIF AU CRÉDIT DE QUARANTE-CINQ MILLIONS D'EUROS (45.000.000 EUR) POUR LE PROJET DU SYSTÈME CENTRAL D'ÉGOUTS DE KIGALI

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT:

La Chambre des Députés, en sa séance du 24 avril 2018 ;

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

Imaze gusuzuma amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg muri Luxembourg ku wa 28 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki y'ishoramari y'abanyaburayi, yerekeranye n'inguzanyo ingana na miliyoni mirongo ine n'eshanu z'amayero (45.000.000 EUR) agenewe umushinga wo kubaka ruhurura rusange yo mu Muji wa Kigali;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg muri Luxembourg ku wa 28 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki y'ishoramari y'abanyaburayi, yerekeranye n'inguzanyo ingana na miliyoni mirongo ine n'eshanu z'amayero (45.000.000 EUR) agenewe umushinga wo kubaka ruhurura rusange yo mu Muji wa Kigali, ari ku mugereka, yemerewe kwemezwa burundu.

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

After consideration of the finance contract signed at Kigali in Rwanda and Luxembourg in Luxembourg on 28 December 2017, between the Republic of Rwanda and the European Investment Bank, relating to the credit of forty-five million euros (EUR 45,000,000) for Kigali Central Sewerage project;

ADOPTS:

Article One: Approval for ratification

The finance contract signed at Kigali in Rwanda and Luxembourg in Luxembourg on 28 December 2017, between the Republic of Rwanda and the European Investment Bank, relating to the credit of forty-five million euros (EUR 45,000,000) for Kigali Central Sewerage project, in annex, is approved for ratification.

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

Après examen du contrat de financement signé à Kigali au Rwanda et à Luxembourg au Luxembourg le 28 décembre 2017, entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quarante-cinq millions d'euros (45.000.000 EUR) pour le projet du Système central d'égouts de Kigali;

ADOpte:

Article premier: Approbation pour ratification

Le Contrat de financement signé à Kigali au Rwanda et à Luxembourg au Luxembourg le 28 décembre 2017, entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quarante-cinq millions d'euros (45.000.000 EUR) pour le projet du Système central d'égouts de Kigali, en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, ku wa 01/06/2018

(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 2: Drafting, consideration and adoption of this Law

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

Article 3: Commencement

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

Kigali, on 01/06/2018.

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

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

Article 3: Entrée en vigueur

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

Kigali, le 01/06/2018

(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°31/2018 RYO KU WA 02/06/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA KU WA 12 WERURWE 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA CYA OPEC GITSURA
AMAJYAMBERE MPUZAMAHANGA
(OFID), YEREKERANYE N' INGUZANYO
INGANA NA MILIYONI MAKUMYABIRI
Z'AMADOLARI Y'ABANYAMERIKA
(20.000.000 USD) AGENEWE GAHUNDA
IRAMBYE Y'U RWANDA YO
GUKWIRAKWIZA AMAZI N'IBIKORWA
BY'ISUKURA**

**LAW N°31/2018 OF 02/06/2018
APPROVING THE RATIFICATION OF
THE LOAN AGREEMENT SIGNED IN
KIGALI, RWANDA ON 12 MARCH 2018,
BETWEEN THE REPUBLIC OF RWANDA
AND THE OPEC FUND FOR
INTERNATIONAL DEVELOPMENT
(OFID), RELATING TO THE LOAN OF
TWENTY MILLION UNITED STATES
DOLLARS (USD 20,000,000) FOR
RWANDA SUSTAINABLE WATER
SUPPLY AND SANITATION PROGRAM**

**LOI N°31/2018 DU 02/06/2018
APPROUVANT LA RATIFICATION DE
L'ACCORD DE PRET SIGNÉ A KIGALI,
AU RWANDA LE 12 MARS 2018, ENTRE
LA REPUBLIQUE DU RWANDA ET LE
FONDS OPEP POUR LE
DEVELOPPEMENT INTERNATIONAL
(OFID), RELATIF AU PRET DE VINGT
MILLIONS DE DOLLARDS AMERICAINS
(20.000.000 USD) POUR LE PROGRAMME
DURABLE DU RWANDA
D'APPROVISIONNEMENT EN EAU ET
D'ASSAINISSEMENT**

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**ITEGEKO N°31/2018 RYO KU WA 02/06/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA KU WA 12 WERURWE 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA CYA OPEC GITSURA
AMAJYAMBERE MPUZAMAHANGA
(OFID), YEREKERANYE N' INGUZANYO
INGANA NA MILIYONI MAKUMYABIRI
Z'AMADOLARI Y'ABANYAMERIKA
(20.000.000 USD) AGENEWE GAHUNDA
IRAMBYE Y'U RWANDA 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
24 Mata 2018;

**LAW N°31/2018 OF 02/06/2018
APPROVING THE RATIFICATION OF
THE LOAN AGREEMENT SIGNED IN
KIGALI, RWANDA ON 12 MARCH 2018,
BETWEEN THE REPUBLIC OF RWANDA
AND THE OPEC FUND FOR
INTERNATIONAL DEVELOPMENT
(OFID), RELATING TO THE LOAN OF
TWENTY MILLION UNITED STATES
DOLLARS (USD 20,000,000) FOR
RWANDA 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 PALIAMENT:

The Chamber of Deputies, in its session of 24
April 2018;

**LOI N°31/2018 DU 02/06/2018
APPROUVANT LA RATIFICATION DE
L'ACCORD DE PRET SIGNÉ A KIGALI,
AU RWANDA LE 12 MARS 2018, ENTRE
LA REPUBLIQUE DU RWANDA ET LE
FONDS OPEP POUR LE
DEVELOPPEMENT INTERNATIONAL
(OFID), RELATIF AU PRET DE VINGT
MILLIONS DE DOLLARDS AMERICAINS
(20.000.000 USD) POUR LE PROGRAMME
DURABLE DU RWANDA
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 PARLRMRNT :

La Chambre des Députés, en sa séance du 24
avril 2018;

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;

Imaze gusuzuma Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC Gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe gahunda irambye y'u Rwanda 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 12 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC Gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe gahunda irambye y'u Rwanda yo gukwirakwiza amazi n'ibikorwa by'isukura, ari ku mugereka, yemerewe kwemezwa burundu.

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;

After consideration of the Loan Agreement signed in Kigali, Rwanda on 12 March 2018, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of twenty million United States Dollars (USD 20,000,000) for Rwanda sustainable water supply and sanitation program;

ADOPTS:

Article one: Approval for ratification

The Loan Agreement signed in Kigali, Rwanda on 12 March 2018, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of twenty million United States Dollars (USD 20,000,000) for Rwanda sustainable water supply and sanitation program, in annex, is approved for ratification.

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

Après examen de l'Accord de prêt signé à Kigali, au Rwanda le 12 mars 2018, entre la République du Rwanda et le Fonds OPEP pour le Développement International (OFID), relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le programme durable du Rwanda d'approvisionnement en eau et d'assainissement ;

ADOpte :

Article premier : Approbation pour ratification

L'Accord de prêt signé à Kigali, au Rwanda le 12 mars 2018, entre la République du Rwanda et le Fonds OPEP pour le Développement International (OFID), relatif au prêt de vingt millions de Dollars Américains (20.000.000 USD) pour le programme durable du Rwanda d'approvisionnement en eau et d'assainissement, en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, kuwa **02/06/2018**

(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 2: Drafting, consideration and adoption of this Law

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

Article 3: Commencement

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

Kigali, on **02/06/2018**

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

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

Article 3 : Entrée en vigueur

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

Kigali, le **02/06/2018**

(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°93/01 RYO KU WA 1/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI NA ZIRINDWI N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (17.600.000 DTS) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

PRESIDENTIAL ORDER N°93/01 OF 1/6/2018 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF SEVENTEEN MILLION SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 17,600,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

ARRETE PRESIDENTIEL N°93/01 DU 1/6/2018 RATIFIANT L'ACCORD DE FINANCEMENT SIGNÉ A KIGALI, AU RWANDA LE 07 MARS 2018, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE DIX-SEPT MILLIONS SIX CENT MILLE DROITS DE TIRAGE SPECIAUX (17.600.000 DTS) POUR LE PROJET DE PREVENTION ET DE REDUCTION DU RETARD DE CROISSANCE

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Ingingo ya 3: Igihe iteka ritangira gukurikizwa

Article 3: Commencement

Article 3: Entrée en vigueur

ITEKA RYA PEREZIDA N°93/01 RYO KU WA 1/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI CUMI NA ZIRINDWI N'IBIHUMBI MAGANA ATANDATU Z'AMADETESI (17.600.000 DTS) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

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 167, iya 168 n'iya 176;

Dushingiye ku Itegeko N°26/2018 ryo ku 1/6/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi na zirindwi n'ibihumbi magana atandatu z'Amadetsi (17.600.000 DTS) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa

PRESIDENTIAL ORDER N°93/01 OF 1/6/2018 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF SEVENTEEN MILLION SIX HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 17,600,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law n°26/2018 of 1/6/2018 approving ratification of the Financing Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of seventeen million six hundred thousand Special Drawing Rights (SDR 17,600,000) for stunting prevention and reduction project;

Considering the Financing Agreement signed at Kigali, Rwanda on 07 March 2018,

ARRETE PRESIDENTIEL N°93/01 DU 1/6/2018 RATIFIANT L'ACCORD DE FINANCEMENT SIGNÉ A KIGALI, AU RWANDA LE 07 MARS 2018, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE DIX-SEPT MILLIONS SIX CENT MILLE DROITS DE TIRAGE SPECIAUX (17.600.000 DTS) POUR LE PROJET DE PREVENTION ET DE REDUCTION DU RETARD DE CROISSANCE

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, 167, 168 et 176;

Vu la Loi n°26/2018 du 1/6/2018 approuvant la ratification de l'Accord de Financement signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-sept millions six cent mille Droits de Tirage Spéciaux (17.600.000 DTS) pour le projet de prévention et de réduction du retard de croissance;

Considérant l'Accord de Financement signé à Kigali, au Rwanda le 07 mars 2018, entre la

07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi na zirindwi n'ibihumbi magana atandatu z'Amadetsi (17.600.000 DTS) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi na zirindwi n'ibihumbi magana atandatu z'Amadetsi (17.600.000 DTS) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana, ari ku mugereka, 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 by'Afurika y'Iburasirazuba, Minisitiri w'Ubutegetsi bw'Igihugu na Minisitiri w'Ubuzima bashinzwe gushyira mu bikorwa iri teka.

between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of seventeen million six hundred thousand Special Drawing Rights (SDR 17,600,000) for stunting prevention and reduction project;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Financing Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of seventeen million six hundred thousand Special Drawing Rights (SDR 17,600,000) for stunting prevention and reduction project, in annex, 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, the Minister of Local Government and the Minister of Health are

République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-sept millions six cent mille Droits de Tirage Spéciaux (17.600.000 DTS) pour le projet de prévention et de réduction du retard de croissance;

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

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'Accord de Financement signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-sept millions six cent mille Droits de Tirage Spéciaux (17.600.000 DTS) pour le projet de prévention et de réduction du retard de croissance, en annexe, 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 de l'Afrique de l'Est, le Ministre de l'Administration Locale et le Ministre de la

entrusted with the implementation of this Order.

Santé 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 muni 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 1/6/2018

Kigali, on 1/6/2018

Kigali, le 1/6/2018

(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

UMUGEREKA W'ITEKA RYA
PEREZIDA N°93/01 RYO KU WA 1/6/2018
RYEMEZA BURUNDU AMASEZERANO
Y'INGUZANYO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU
WA 07 WERURWE 2018, HAGATI YA
REPUBULIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI CUMI NA
ZIRINDWI N'IBIHUMBI MAGANA
ATANDATU Z'AMADETESI (17.600.000
DTS) AGENEWE UMUSHINGA WO
GUKUMIRA NO KUGABANYA
IGWINGIRA RY'ABANA

ANNEX TO PRESIDENTIAL ORDER
N°93/01 OF 1/6/2018 RATIFYING THE
FINANCING AGREEMENT SIGNED AT
KIGALI, RWANDA ON 07 MARCH 2018,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF
SEVENTEEN MILLION SIX HUNDRED
THOUSAND SPECIAL DRAWING
RIGHTS (SDR 17,600,000) FOR
STUNTING PREVENTION AND
REDUCTION PROJECT

ANNEXE A L'ARRETE PRESIDENTIEL
N°93/01 DU 1/6/2018 RATIFIANT
L'ACCORD DE FINANCEMENT SIGNÉ
A KIGALI, AU RWANDA LE 07 MARS
2018, ENTRE LA REPUBLIQUE DU
RWANDA ET L'ASSOCIATION
INTERNATIONALE DE
DEVELOPPEMENT (IDA), RELATIF AU
CREDIT DE DIX-SEPT MILLIONS SIX
CENT MILLE DROITS DE TIRAGE
SPECIAUX (17.600.000 DTS) POUR LE
PROJET DE PREVENTION ET DE
REDUCTION DU RETARD DE
CROISSANCE

CREDIT NUMBER 61870-RW

Financing Agreement

(Stunting Prevention and Reduction Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 61870-RW

FINANCING AGREEMENT

AGREEMENT dated as of the Signature Date between REPUBLIC OF RWANDA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 seventeen million six hundred thousand Special Drawing Rights (SDR 17, 600,000) (variously, "Credit" and "Financing"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 15 and December 15 in each year.
- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall cause the Project to be carried out by the Rwanda Biomedical Center (RBC) in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consist of the following:
- (a) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement; and,
 - (b) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.
- 4.02. The Co-financing Deadline for the effectiveness of the Co-financing Agreements is the date ninety (90) days after the Signature Date.
- 4.03. The Additional Events of Acceleration consist of the following:
- (a) the event specified in paragraph (a) of Section 4.01 of this Agreement occurs; and,
 - (b) the event specified in paragraph (b) of Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consist of the following:
- (a) The Co-financing Agreements have been executed and delivered and all conditions precedent to its effectiveness or to the right of the Recipient to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.
 - (b) The Subsidiary Agreement has been executed on behalf of the Recipient and the Project Implementing Entity and all conditions precedent to its effectiveness, save for the effectiveness of this Agreement, shall have been met.

- 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 (20) 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
Republic of Rwanda; and

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
250-252-57-75-81	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:

Facsimile:
1-202-477-6391

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative

Name: Claver Gatete
Title: Minister of Finance
Date: 7th March 2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Yasser El-Gamma
Title: Country Manager
Date: March 7, 2018

SCHEDULE 1

Project Description

The objective of the Project is to contribute to the reduction in the stunting rate among children under five years of age (with a focus on those under two) in the Targeted Districts.

The Project consists of the following parts:

Part 1. Prevention of Stunting at Community and Household Levels

- (i) Designing and implementing a new national communication strategy, including a state of the art media campaign and innovative communications tools customized to the Rwandan context;
- (ii) Training, mentoring, and providing equipment to CHWs to improve growth promotion and supporting community-level approaches for improving nutrition, such as the positive deviance methodology and strategies for reaching adolescent girls;
- (iii) Financing of Performance-Based Payments to CHWs to, *inter alia*, conduct growth promotion, including early identification and interventions targeted to children falling behind;
- (iv) Strengthening and /or establishing home-based, early childhood development models of care;
- (v) Providing targeted support to vulnerable households with young children under five years of age to improve access to WASH interventions; and,
- (vi) Strengthening multi-sectoral district planning, budgeting, coordination, supervision, and monitoring.

Part 2. High Impact Health and Nutrition Services

Improving the impact of health and nutrition services provided by eligible health centers in Targeted Districts through: (a) financing of Performance-Based Payments to eligible health centers to incentivize the utilization and coverage of an enhanced package of high-impact nutrition and health interventions; and (b) training, logistical support and new information technology tools, services and equipment.

Part 3. Monitoring and Evaluation and Project Management

Institutional strengthening and building capacity for, *inter alia*, (a) carrying out Project monitoring and evaluation; (b) facilitating knowledge sharing at community and district level; and (c) coordinating, managing and supervising Project activities.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

A. Institutional Arrangements.

Single Project Implementation Unit – RBC

1. The Recipient shall: (a) maintain, within RBC, the Single Project Implementation Unit (RBC-SPIU) throughout Project implementation, and no later than three (3) months after the Effective Date, appoint within RBC-SPIU, a team headed by a Project coordinator/focal point with experience in community nutrition matters and comprised of a monitoring and evaluation specialist, two accountants and an internal auditor, and such other technical, safeguards (including on medical waste management) and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the RBC-SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the PIM.
2. The RBC-SPIU shall be responsible for the day-to-day management and implementation of the financial management, procurement, and safeguard aspects of the Project.

RBC

3. The Recipient shall ensure that, throughout Project implementation, the RBC has adequate resources and staffing, with qualifications and experience acceptable to the Association, to carry out its responsibilities under the Project, as further detailed in the PIM.
4. The RBC shall be responsible for overall Project management and implementation, including the monitoring and evaluation and technical aspects of the Project.

Project Steering Committee (PSC)

5. The Recipient shall establish, and thereafter maintain, throughout Project implementation, the PSC, which shall be headed by a high-level representative of the NECDP and Ministry of Health and shall also include, *inter alia*, high level representatives of the MINECOFIN, MININFRA, WASAC, MINICOM, MINAGRI, RAB, MINALOC and the Targeted Districts, and shall be responsible for providing overall strategic guidance on the implementation of the Project, all as further detailed in the PIM.

B. Subsidiary Agreement.

1. To facilitate the carrying out the Project by the Project Implementing Entity, the Recipient shall make part of the proceeds of the Financing available to the Project Implementing Entity under a subsidiary agreement between the Recipient and the Project Implementing Entity, under terms and conditions approved by the Association, which shall include: (a) the obligation of the Recipient to provide the Financing on a grant basis to RBC; and, (b) the right of the Recipient to suspend or terminate the right of the Project Implementing Entity to use said proceeds of the financing, or to obtain a refund of all or any part of the amount of the financing then withdrawn, upon the Project Implementing Entity failure to perform any of the obligations under the Subsidiary Agreement.
2. The Subsidiary Agreement shall further include the obligation of the Project Implementing Entity to:
 - (a) implement the Project with due diligence and efficiency and in conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices, including the provisions of the Anti-Corruption Guidelines applicable to recipients of loan proceeds other than the Recipient, the Medical Waste Management Plan, and in accordance with the provisions of this Agreement;
 - (b) (i) procure all goods, works and services required under the Project and to be financed out of the proceeds of the Financing in accordance with the General Conditions; and (ii) ensure that all such goods, works and services are used exclusively for the purposes of the Project;
 - (c) ensure that all facilities relevant to the Project shall at all times be properly operated and maintained and that all necessary repairs and renewals of such facilities shall be made promptly as needed;
 - (d) with respect to records management: (i) maintain records adequate to record the progress of the Project (including its cost and the benefits to be derived from it), to identify the goods, works and services financed out of the proceeds of the Financing and disclose their use in said parts; (ii) furnish such records and information as may be requested by the Recipient or the Association; and (iii) retain all records evidencing expenditures under the Project for the period of time specified in the General Conditions;
 - (e) with respect to monitoring and evaluation: (i) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing

basis, in accordance with indicators acceptable to the Recipient and the Association, the progress of the Project and the achievement of its objective; (ii) prepare periodic reports, in form and substance satisfactory to the Recipient and the Association, integrating the results of such monitoring and evaluation activities and setting out measures recommended to ensure the continued efficient and effective execution of the Project and to achieve its objective, each such report to cover a calendar semester; (iii) furnish each such report to the Recipient and the Association within forty-five (45) days after the end of such period; and (iv) prepare, and furnish to the Recipient a final report, of such scope and in such detail as the Recipient and the Association shall reasonably request, on the execution of the Project, and furnish the same to the Recipient and the Association not later than six (6) months after the end of the Project;

- (f) with respect to financial management: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Recipient and the Association, both in a manner adequate to reflect its operations and financial condition, including the operations, resources and expenditures related to the Project; (ii) avail the records pertaining to said parts to external and internal auditors; (iii) prepare interim financial reports covering each quarter, and furnish them to the Recipient and the Association not later than forty-five (45) days after the end of the period covered by such reports, and provide such other information concerning such financial statements as the Recipient or the Association may from time to time reasonably request; and (iv) have its financial statements audited by independent auditors and applying standards both acceptable to the Association at least once in each fiscal year;
 - (g) for purposes of carrying out Part 1(vi) of the Project, enter into District Agreements, under terms and conditions acceptable to the Association, with the Targeted Districts, as further detailed in the Project Agreement;
 - (h) provide the Performance-Based Payments to eligible CHWs and/or health centers in a timely manner, in accordance with the Recipient's PBF Manual and Supplemental PBF Manual for the Targeted Districts; and,
 - (h) enable the Recipient and the Association to inspect the Project, their operations and any relevant records and documents.
3. The Recipient shall exercise its rights under the Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall

otherwise agree, the Recipient shall not assign, amend, abrogate or waive the Subsidiary Agreement or any of its provisions.

C. Project Implementation Manual (PIM)

1. The Recipient shall cause RBC to adopt, not later than three (3) months after the Effective Date, the Project Implementation Manual, in a manner and substance satisfactory to the Association.
2. The Recipient shall cause RBC to carry out the Project in accordance with the Project Implementation Manual, which shall contain detailed work flow, methods and procedures for the implementation of the Project, including but not limited to: (i) administration and coordination arrangements, including placement of necessary human resources for Project implementation; (ii) performance indicators of the Project; (iii) monitoring and evaluation; (iv) social and environmental safeguards, particularly on the management and disposal of medical waste; (v) financial management guidelines and procedures; (vi) corruption and fraud measures; (vii) implementation modalities for each Part of the Project; and (viii) roles and responsibilities of various agencies and stakeholders in the implementation of the Project; and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the Project Implementation Manual.
3. In case of conflict between the provisions of the Project Implementation Manual and this Agreement, those of this Agreement shall prevail.

D. PBF Manual and Supplemental PBF Manual for the Targeted Districts

1. The Recipient shall cause RBC to carry out Parts 1(iii) and 2(i) of the Project in accordance with the PBF Manual and a supplemental PBF manual for the Targeted Districts, to be adopted by RBC in form and substance satisfactory to the Association ("Supplemental PBF Manual for the Targeted Districts"), which shall contain detailed arrangements and procedures for PBF payments under Parts 1(iii) and 2(i) of the Project, including, *inter alia*: (a) requirements to be fulfilled by the eligible health centers and eligible CHWs in the Targeted Districts; (b) contractual arrangements, including a template performance-based contract; (c) key nutrition indicators to be achieved, such as, for example, percentage of women who attended four or more antenatal care visits during their most recent pregnancy; (d) PBF implementation guidelines and procedures; (e) payment methods; (f) the mechanisms for verification and counter-verification; and (g) rules and procedures governing a redress mechanism for the PBF payments and except as the Association shall otherwise agree in writing, not amend or waive, or permit to be amended or waived any provision of the PBF manual and/or Supplemental PBF Manual for the Targeted Districts.

2. In case of conflict between the provisions of the PBF Manual and the Supplemental PBF Manual for the Targeted Districts and this Agreement, those of this Agreement shall prevail.

E. Annual Work Plan and Budget

1. The Recipient shall, and shall cause RBC to not later than May 30th of each year (commencing on 2018), prepare and furnish to the Association, an annual work plan, in form and substance satisfactory to the Association, informed by the PIM and containing activities proposed for implementation under the Project and milestones to be achieved during the following Fiscal Year, together with a proposed budget for the purpose.
2. The Recipient shall, and shall cause RBC to exchange views with the Association on each such proposed Annual Work Plan and Budget, and shall thereafter adopt, and carry out such program of activities for such following Fiscal Year as shall have been agreed with the Association, as such plan may be subsequently revised during such following Fiscal Year with the prior written agreement of the Association.

F. Safeguards.

1. The Recipient shall carry out, and shall cause the Project Implementing Entity, Targeted Districts, and eligible health centers to carry out, the Project in accordance with the provisions of the Medical Waste Management Plan (MWMP).
2. The Recipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, the MWMP or any provision thereof without prior approval in writing by the Association.
3. The Recipient shall ensure that all technical assistance under the Project shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Association, such terms of reference to ensure that the technical assistance takes into account, and calls for application of the Association's environmental and social safeguard policies and the Recipient's own laws relating to the environment, social and health and safety aspects.
4. Without limitation upon its other reporting obligations under this Agreement, the Recipient shall cause RBC, for the MWMP, collect, compile and furnish to the Association on a six (6)-monthly basis (or with more frequency or in a separate report whenever the circumstances warrant), reports in form and substance satisfactory to the Association, on the status of compliance with the MWMP, as part of the Project Reports, giving details of:

- (a) measures taken in furtherance of the MWMP;
 - (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the MWMP; and
 - (c) remedial measures taken or required to be taken to address such conditions.
5. The Recipient shall cause the RBC to maintain, throughout Project implementation, and publicize the availability of a Project-level grievance feedback and redress mechanism, in a form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by said grievance feedback and redress mechanism in a manner satisfactory to the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section III. Withdrawal of the Proceeds of the Financing

A. General

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Recipient may withdraw the proceeds of the Financing to finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

Category	Amount of the Credit Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services under Parts 1(i) of the Project	710,000	25%

(2) Goods, non-consulting services, consulting services and Training under Part 1(ii) of the Project	1,410,000	0% until GFF A6783 fully utilized, thereafter 100%
(3) Performance-Based Payments under Part 1(iii) of the Project	4,450,000	100%
(4) Goods, non-consulting services, consulting services, Training and Incremental Operating Costs under Parts 1(iv) and (v) and Part 3(iii) of the Project	9,620,000	100%
(5) Goods, non-consulting services, consulting services and Training under Part 1(vi) of the Project	1,410,000	0% until GFF A6783 fully utilized, thereafter 100%
TOTAL AMOUNT	17,600,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; or
 - (b) for payments against activities under Parts 1(iii) of the Project under Category (3), unless and until the Recipient has prepared and adopted the Supplemental PBF Manual for Targeted Districts, in accordance with Section I.C. of Schedule 2 to this Agreement.

2. The Closing Date is April 30, 2023.

SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage) *
On each June 15 and December 15, commencing June 15, 2024 to and including December 15, 2055	1.5625%

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.05 (b) of the General Conditions.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the program of activities agreed each Fiscal Year between the Recipient, RBC and the Association for implementation under the Project in accordance with Section I.E. of Schedule 2 to this Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Performance-Based Payments” means the payments to be made by RBC with the proceeds Financing under Category 3 to eligible health centers, subject to the conditions set out with Section III.B.1(b) of Schedule 2 to this Agreement, and in accordance with Section I.D. of Schedule 2 to this Agreement.
4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
5. “CHWs” means Community Health Workers.
6. “Joint Co-financing Agreements” means the Global Financing Facility Grant Agreement and the Multi-Donor Trust Fund for Achieving Nutrition at Scale Grant Agreement.
7. “District” means an administrative subdivision of the Recipient, established pursuant to the Recipient’s Organic Law No. 29/2005 of December 31, 2005.
8. “District Agreement” means the agreement to be entered into between the RBC and each Targeted District for purposes of implementing Part 1 (vi) of the Project, and referred to in Section B.2.(g) of Schedule 2 to this Agreement and Section I.C. of the Schedule to the Project Agreement.
9. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated July 14, 2017.
10. “Global Financing Facility Grant Agreement” means the grant agreement providing for the grant no. TFA6783 for the Project between the Association and the Recipient, dated the same date as this Agreement, as such grant agreement may be amended from time to time.

11. “Incremental Operating Costs” means the reasonable expenditures incurred by RBC on account of Project implementation (which expenditures would not have been incurred absent of the Project), based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.E. of Schedule 2 to this Agreement, consisting of expenditures for local and international travel; salaries of contractual staff (other than consultants); per diems; office rental; office supplies; maintenance of equipment, facilities and rental vehicles used for Project implementation; fuel; bank account fees; refurbishment, repair and maintenance of existing facilities used for project services; rental equipment and vehicles; communication costs; consumables; costs of translation, printing, photocopying but excluding salaries, honoraria or allowances for Recipient’s civil servants and RBC permanent staff.
12. “Medical Waste Management Plan” or “MWMP” means RBC’s plan to manage medical waste in relation to Project activities carried out in the eligible health centers in the Targeted Districts, dated November 2017, disclosed in country on December 7, 2017 and at the Association’s website on December 1, 2017, and referred to in Section I.F. of Schedule 2 to this Agreement, as the same may be changed from time to time with the prior written agreement of the Association.
13. “MINAGRI” means the Recipient’s ministry of agriculture and natural resources; or any successor thereto.
14. “MINALOC” means the Recipient’s ministry of local government; or any successor thereto.
15. “MINECOFIN” means the Recipient’s ministry of finance; or any successor thereto.
16. “MINICOM” means the Recipient’s ministry of trade and industry; or any successor thereto.
17. “Multi-Donor Trust Fund for Achieving Nutrition at Scale Grant Agreement” means the grant agreement providing for the grant no. TFA6567 for the Project between the Association and the Recipient, dated the same date as this Agreement, as such grant agreement may be amended from time to time.
18. “PBF” means Performance-Based Financing.
19. “PBF Manual” means the RBC’s documents entitled “*Grille d’Evaluation de la Quantite et de la Qualite du Centre de Sante*”, dated October 2015 and “PBF Payments to Community Health Workers”, dated December 2017.
20. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for

Borrowers under Investment Project Financing”, dated July 1, 2016, and revised November 2017.

21. “Project Implementing Entity” means the RBC.
22. “Project Implementing Entity Legislation” means the Recipient’s Law 54/2010 of 25/01/2011 establishing the RBC and determining its mission, organization and functioning, published in the Recipient’s Official Gazette No 10 of 07/03/2011.
23. “Project Implementation Manual” or “PIM” means the RBC’s manual, and referred to in Section I.C. of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
24. “PSC” or “Project Steering Committee” means the steering committee to be established for the Project, and referred to in Section I.A.5 of Schedule 2 to this Agreement.
25. “RAB” means the Rwanda Agricultural Board, established and operating pursuant to Law N°14/2017 of 14/04/2017 establishing Rwanda Agriculture and Animal Resources Development Board (RAB) and determining its mission, organisation and functioning.
26. “RBC” means the Rwanda Biomedical Centre, an independent legal entity established and operating pursuant to the Project Implementing Entity Legislation.
27. “RBC-SPIU” means the Single Project Implementing Unit within RBC.
28. “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.
29. “Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B. of Schedule 2 to this Agreement.
30. “Subsidiary Financing” means the amount of the Credit to be made available to RBC, and referred to in Section I.B. of Schedule 2 to this Agreement.
31. “Supplemental PBF Manual for the Targeted Districts” means a manual to be prepared and adopted by RBC, and referred to in Section I.D., as the same may be amended from time to time with the prior written agreement of the Association.
32. “Targeted Districts” means *Bugesera, Gakenke, Huye, Karongi, Kayonza, Ngororero, Nyabihu, Nyamagabe, Nyaruguru, Rubavu, Ruhango, Rusizi, and Rutsiro.*

33. “Training” means the reasonable costs associated with training, workshops and study tours provided under the Project, based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.E. of Schedule 2 to this Agreement, consisting of reasonable expenditures (other than expenditures for consulting services) for (a) local and international travel, room, board incurred by trainers and trainees in connection to their training; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
34. “WASAC” means Water and Sanitation Corporation, a company limited by shares fully owned by the Government of Rwanda, registered since 1st August 2014 with the Rwanda Development Board (Office of the Registrar General) under number 103370539.
35. “WASH” means Water, Sanitation and Hygiene.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N°93/01 ryo ku wa 1/6/2018 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni cumi na zirindwi n'ibihumbi magana atandatu z'Amadetsi (17.600.000 DTS) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana

Seen to be annexed to Presidential Order N° 93/01 of 1/6/2018 ratifying the Financing Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of seventeen million six hundred thousand Special Drawing Rights (SDR 17,600,000) for stunting prevention and reduction project

Vu pour être annexé à l'Arrêté Présidentiel N°93/01 du 1/6/2018 ratifiant l'Accord de financement signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de dix-sept millions six cent mille Droits de Tirage Spéciaux (17.600.000 DTS) pour le projet de prévention et de réduction du retard de croissance

Kigali, ku wa 1/6/2018

(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 1/6/2018

(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 1/6/2018

(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°94/01 RYO KU WA 1/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BAGAMIJE KUZAMURA URWEGO RW'IMIRIRE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

PRESIDENTIAL ORDER N°94/01 OF 1/6/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE MULTI-DONOR TRUST FUND FOR ACHIEVING NUTRITION IMPACT AT SCALE, RELATING TO THE GRANT OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

ARRETE PRESIDENTIEL N°94/01 DU 1/6/2018 RATIFIANT L'ACCORD DE DON SIGNÉ A KIGALI, AU RWANDA LE 07 MARS 2018, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA) AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS MULTI-DONATEUR POUR L'ATTEINTE DE L'IMPACT NUTRITIONNEL A GRANDE ECHELLE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARDS AMERICAINS (20.000.000 USD) POUR LE PROJET DE PREVENTION ET DE REDUCTION DU RETARD DE CROISSANCE

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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ITEKA RYA PEREZIDA N°94/01 RYO KU WA 1/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BAGAMIJE KUZAMURA URWEGO RW'IMIRIRE, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

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 167, iya 168 n'iya 176;

Dushingiye ku Itegeko N°27/2018 ryo ku wa 1/6/2018 ryemera kwemeza burundu Amasezerano y'Impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega Gihuriweho n'Abaterankunga bagamije kuzamura urwego rw'imirire, yerekeranye n'impano ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD)

PRESIDENTIAL ORDER N°94/01 OF 1/6/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE MULTI-DONOR TRUST FUND FOR ACHIEVING NUTRITION IMPACT AT SCALE, RELATING TO THE GRANT OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law n°27/2018 of 1/6/2018 approving ratification of the Grant Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Multi-Donor Trust Fund for achieving nutrition impact at scale, relating to the grant of twenty million American Dollars (USD 20,000,000) for stunting prevention and reduction project;

ARRETE PRESIDENTIAL N°94/01 DU 1/6/2018 RATIFIANT L'ACCORD DE DON SIGNÉ A KIGALI, AU RWANDA LE 07 MARS 2018, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA) AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS MULTI-DONATEUR POUR L'ATTEINTE DE L'IMPACT NUTRITIONNEL A GRANDE ECHELLE, RELATIF AU DON DE VINGT MILLIONS DE DOLLARDS AMERICAINS (20.000.000 USD) POUR LE PROJET DE PREVENTION ET DE REDUCTION DU RETARD DE CROISSANCE

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, 167, 168 et 176;

Vu la Loi n°27/2018 du 1/6/2018 approuvant la ratification de l'Accord de Don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds multi-donateur pour l'atteinte de l'impact nutritionnel à grande échelle, relatif au don de vingt millions de dollars américains

agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;

Tumaze kubona Amasezerano y'Impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'Urwego ruyobora Ikigega Gihuriweho n'Abaterankunga bagamije kuzamura urwego rw'imirire, yerekeranye n'impano ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega Gihuriweho n'Abaterankunga bagamije kuzamura urwego rw'imirire, yerekeranye n'impano ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana, ari ku mugereka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Considering the Grant Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Multi-Donor Trust Fund for achieving nutrition impact at scale, relating to the grant of twenty million American Dollars (USD 20,000,000) for stunting prevention and reduction project;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Grant Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Multi-Donor Trust Fund for achieving nutrition impact at scale, relating to the grant of twenty million American Dollars (USD 20,000,000) for stunting prevention and reduction project, in annex, is ratified and becomes fully effective.

(20.000.000 USD) pour le projet de prévention et de réduction du retard de croissance;

Considérant l'Accord de Don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'Administrateur du Fonds Multi-Donateur pour l'atteinte de l'impact nutritionnel à grande échelle, relatif au don de vingt millions de dollars américains (20.000.000 USD) pour le projet de prévention et de réduction du retard de croissance;

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

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'Accord de Don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'administrateur du Fonds multi-donateur pour l'atteinte de l'impact nutritionnel à grande échelle, relatif au don de vingt millions de dollars américains (20.000.000 USD) pour le projet de prévention et de réduction du retard de croissance, en annexe, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga, Ubutwererane n'Umuryango w'Ibihugu by'Afurika y'Iburasirazuba, Minisitiri w'Ubutegetsi bw'Igihugu na Minisitiri w'Ubuzima bashinzwe 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 1/6/2018

(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 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, the Minister of Local Government and the Minister of Health 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 1/6/2018

(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 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 de l'Afrique de l'Est, le Ministre de l'Administration Locale et le Ministre de la Santé sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, le 1/6/2018

(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°94/01 RYO KU WA 1/6/2018
RYEMEZA BURUNDU AMASEZERANO
Y'IMPANO YASHYIRIWEHO
UMUKONO I KIGALI MU RWANDA KU
WA 07 WERURWE 2018, HAGATI YA
REPUBULIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA)
NK'URWEGO RUYOBORA IKIGEGA
GIHURIWEHO N'ABATERANKUNGA
BAGAMIJE KUZAMURA URWEGO
RW'IMIRIRE, YEREKERANYE
N'IMPANO INGANA NA MILIYONI
MAKUMYABIRI Z'AMADOLARI
Y'ABANYAMERIKA (20.000.000 USD)
AGENEWE UMUSHINGA WO
GUKUMIRA NO KUGABANYA
IGWINGIRA RY'ABANA

ANNEX TO PRESIDENTIAL ORDER
N°94/01 OF 1/6/2018 RATIFYING THE
GRANT AGREEMENT SIGNED AT
KIGALI, RWANDA ON 07 MARCH 2018,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA)
ACTING AS ADMINISTRATOR OF THE
MULTI-DONOR TRUST FUND FOR
ACHIEVING NUTRITION IMPACT AT
SCALE, RELATING TO THE GRANT OF
TWENTY MILLION AMERICAN
DOLLARS (USD 20,000,000) FOR
STUNTING PREVENTION AND
REDUCTION PROJECT

ANNEXE A L'ARRETE PRESIDENTIAL
N°94/01 DU 1/6/2018 RATIFIANT
L'ACCORD DE DON SIGNÉ A KIGALI,
AU RWANDA LE 07 MARS 2018, ENTRE
LA REPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DEVELOPPEMENT (IDA)
AGISSANT EN QUALITE
D'ADMINISTRATEUR DU FONDS
MULTI-DONATEUR POUR
L'ATTEINTE DE L'IMPACT
NUTRITIONNEL A GRANDE
ECHELLE, RELATIF AU DON DE
VINGT MILLIONS DE DOLLARDS
AMERICAINS (20.000.000 USD) POUR
LE PROJET DE PREVENTION ET DE
REDUCTION DU RETARD DE
CROISSANCE

MDTF GRANT NUMBER A6567

***Multi-Donor Trust Fund for Achieving
Nutrition Impact at Scale***
Grant Agreement
(Stunting Prevention and Reduction Project)

between

REPUBLIC OF RWANDA

And

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Administrator of the Multi-Donor Trust Fund for Achieving Nutrition
Impact at Scale

Dated March 7, 2018

MDTF GRANT NUMBER A6575

**MULTI-DONOR TRUST FUND FOR ACHIEVING NUTRITION IMPACT AT
SCALE**

GRANT AGREEMENT

AGREEMENT dated March 7, 2018, entered into between:

REPUBLIC OF RWANDA ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Multi-Donor Trust Fund for Achieving Nutrition Impact at Scale ("MDTF").

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15, 2012 ("Standard Conditions"), constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

**Article II
The Project**

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

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed twenty million United States Dollars (\$20,000,000) ("Grant") to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV
Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:
 - (a) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement; and,
 - (b) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.

**Article V
Effectiveness; Termination**

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
 - (a) The execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action; and,

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

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

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

- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

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

Facsimile:	E-mail:
250-252-57-75-81	minfin@minecofin.gov.rw

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

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

Facsimile:

1-202-477-6391

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

REPUBLIC OF RWANDA

By



Authorized Representative

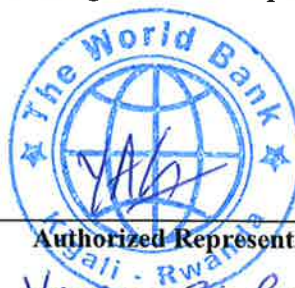
Name: Claver Gatete

Title: Minister of Finance
& Economic Planning

**INTERNATIONAL DEVELOPMENT
WORLD BANK**

acting as administrator of the
Multi-Donor Trust Fund for Achieving Nutrition Impact at
Scale

By



Authorized Representative

Name: Yasser El-Bammal

Title: Country Manager

SCHEDULE 1

The objective of the Project is to contribute to the reduction in the stunting rate among children under five years of age (with a focus on those under two) in the Targeted Districts.

The Project consists of the following parts:

Part 1. Prevention of Stunting at Community and Household Levels

- (i) Designing and implementing a new national communication strategy, including a state of the art media campaign and innovative communications tools customized to the Rwandan context;
- (ii) Training, mentoring, and providing equipment to CHWs to improve growth promotion and supporting community-level approaches for improving nutrition, such as the positive deviance methodology and strategies for reaching adolescent girls;
- (iii) Financing of Performance-Based Payments to CHWs to, *inter alia*, conduct growth promotion, including early identification and interventions targeted to children falling behind;
- (iv) Strengthening and /or establishing home-based, early childhood development models of care;
- (v) Providing targeted support to vulnerable households with young children under five years of age to improve access to WASH interventions; and,
- (vi) Strengthening multi-sectoral district planning, budgeting, coordination, supervision, and monitoring.

Part 2. High Impact Health and Nutrition Services

Improving the impact of health and nutrition services provided by eligible health centers in Targeted Districts through: (i) financing of Performance-Based Payments to eligible health centers to incentivize the utilization and coverage of an enhanced package of high-impact nutrition and health interventions; and (ii) training, logistical support and new information technology tools, services and equipment.

Part 3. Monitoring and Evaluation and Project Management

Institutional strengthening and building capacity for, *inter alia*, (i) carrying out Project monitoring and evaluation; (ii) facilitating knowledge sharing at community and district level; and (iii) coordinating, managing and supervising Project activities.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

Section I.A through Section I.F of the Financing Agreement are incorporated in this Agreement and apply as if they were reflected verbatim herein.

G. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016 (“Anti-Corruption Guidelines”).

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar semester, covering the semester, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

All goods, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the “World Bank Procurement Regulations for IPF Borrowers” dated July 2016, revised November 2017 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement Plan”) dated January 24, 2018 provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services,	3,000,000	75%

and Training under Part 1(i) of the Project		
(2) Goods, non-consulting services, consulting services, and Training under Part 2(ii) of the Project	11,000,000	100%
(3) Performance-Based Payments under Part 2(i) of the Project	3,500,000	100%
(4) Goods, non-consulting services, consulting services, and Training under Parts 3(i) and (ii) of the Project	2,500,000	0% until GFF A6783 fully utilized, thereafter 100%
TOTAL AMOUNT	20,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
 - (a) for payments made prior to the date of this Agreement.
 - (b) for payments against activities under Part 2(i) of the Project under Category (3), unless and until the Recipient has prepared and adopted the Supplemental PBF Manual for Targeted Districts, in accordance with Section I.C. of Schedule 2 to this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is April 30, 2023.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the program of activities agreed each Fiscal Year between the Recipient, RBC and the World Bank for implementation under the Project in accordance with Section I.E. of Schedule 2 to the Financing Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Performance-Based Payments” means the payments to be made by RBC with the proceeds Financing under Category 3 to eligible CHWs, subject to the conditions set out with Section IV.B.1(b) of Schedule 2 to this Agreement, and in accordance with Section I.D. of Schedule 2 to the Financing Agreement.
4. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
5. “CHWs” means Community Health Workers.
6. “District” means an administrative subdivision of the Recipient, established pursuant to the Recipient’s Organic Law No. 29/2005 of December 31, 2005.
7. “District Agreement” means the agreement to be entered into between the RBC and each Targeted District for purposes of implementing Part 1 (vi) of the Project, and referred to in Section I.B.2.(g) of Schedule 2 to the Financing Agreement and Section C of the Schedule to the Project Agreement.
8. “Financing Agreement” means the financing agreement providing for the credit 61870 for the Project between the World Bank and the Recipient, dated the same date as this Agreement, as such financing agreement may be amended from time to time.
9. “Incremental Operating Costs” means the reasonable expenditures incurred by RBC on account of Project implementation (which expenditures would not have been incurred absent of the Project), based on an Annual Work Plan and Budget approved by the World Bank pursuant to Section I.E of Schedule 2 to the Financing Agreement, consisting of expenditures for local and international travel; salaries of contractual staff (other than consultants); per diems; office rental; office

supplies; bank account fees; maintenance of equipment, facilities and rental vehicles used for Project implementation; fuel; refurbishment, repair and maintenance of existing facilities used for project services; rental equipment and vehicles; communication costs; consumables; costs of translation, printing, photocopying but excluding salaries, honoraria or allowances for Recipient's civil servants and RBC permanent staff.

10. "MINAGRI" means the Recipient's ministry of agriculture and natural resources; or any successor thereto.
11. "MINALOC" means the Recipient's ministry of local government; or any successor thereto.
12. "MINECOFIN" means the Recipient's ministry of finance; or any successor thereto.
13. "MINICOM" means the Recipient's ministry of trade and industry; or any successor thereto.
14. "PBF" means Performance-Based Financing.
15. "PBF Manual" means the RBC's documents entitled "*Grille d'Evaluation de la Quantite et de la Qualite du Centre de Sante*", dated October 2015 and "PBF Payments to Community Health Workers", dated December 2017.
16. "Project Implementing Entity" means the RBC.
17. "Project Implementing Entity Legislation" means the Recipient's Law 54/2010 of 25/01/2011 establishing the RBC and determining its mission, organization and functioning, published in the Recipient's Official Gazette No 10 of 07/03/2011.
18. "Project Implementation Manual" or "PIM" means the RBC's manual, and referred to in Section I.C. of Schedule 2 to the Financing Agreement, as the same may be amended from time to time with the prior written agreement of the World Bank.
19. "PSC" or "Project Steering Committee" means the steering committee to be established for the Project, and referred to in Section I.A.5 of Schedule 2 to the Financing Agreement.
20. "Medical Waste Management Plan" or "MWMP" means RBC's plan to manage medical waste in relation to Project activities carried out in the eligible health centers in the Targeted Districts, dated November 2017, disclosed in country on December 7, 2017 and at the World Bank's website on December 1, 2017, and referred to in Section I.F. of Schedule 2 to the Financing Agreement, as the same may be changed from time to time with the prior written agreement of the World Bank.

21. “RAB” means the Rwanda Agricultural Board, established and operating pursuant to Law N°14/2017 of 14/04/2017 establishing Rwanda Agriculture and Animal Resources Development Board (RAB) and determining its mission, organisation and functioning.
22. “RBC” means the Rwanda Biomedical Centre, an independent legal entity established and operating pursuant to the Project Implementing Entity Legislation.
23. “RBC-SPIU” means the Single Project Implementing Unit within RBC.
24. “Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B. of Schedule 2 to the Financing Agreement.
25. “Subsidiary Financing” means the amount of the Financing to be made available to RBC, and referred to in Section I.B. of Schedule 2 to the Financing Agreement.
26. “Supplemental PBF Manual for the Targeted Districts” means a manual to be prepared and adopted by RBC, and referred to in Section I.D of Schedule 2 to the Financing Agreement, as the same may be amended from time to time with the prior written agreement of the World Bank.
27. “Standard Conditions” means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012.
28. “Targeted Districts” means *Bugesera, Gakenke, Huye, Karongi, Kayanza, Ngororero, Nyabihu, Nyamagabe, Nyaruguru, Rubavu, Ruhango, Rusizi, and Rutsiro*.
29. “Training” means the reasonable costs associated with training, workshops and study tours provided under the Project, based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.E. of Schedule 2 to this Agreement, consisting of reasonable expenditures (other than expenditures for consulting services) for (a) local and international travel, room, board incurred by trainers and trainees in connection to their training; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
30. “WASAC” means Water and Sanitation Corporation, a company limited by shares fully owned by the Government of Rwanda, registered since 1st August 2014 with the Rwanda Development Board (Office of the Registrar General) under number 103370539.
31. “WASH” means Water, Sanitation and Hygiene.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N°94/01 ryo ku wa 1/6/2018 ryemeza burundu Amasezerano y'Impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'Urwego ruyobora Ikigega Gihuriweho n'Abaterankunga bagamije kuzamura urwego rw'imirire, yerekeranye n'impano ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana

Kigali, ku wa 1/6/2018

(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 Presidential Order N°94/01 of 1/6/2018 ratifying the Grant Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Multi-Donor Trust Fund for achieving nutrition impact at scale, relating to the grant of twenty million American Dollars (USD 20,000,000) for stunting prevention and reduction project

Kigali, on 1/6/2018

(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°94/01 du 1/6/2018 ratifiant l'Accord de don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'Administrateur du Fonds Multi-Donateur pour l'atteinte de l'impact nutritionnel à grande échelle, relatif au don de vingt millions de dollars américains (20.000.000 USD) pour le projet de prévention et de réduction du retard de croissance

Kigali, le 1/6/2018

(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°95/2018 RYO KU
WA 1/6/2018 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA KU WA 07 WERURWE 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA) NK'URWEGO
RUYOBORA UBURYO
BW'ITERANKUNGA KU ISI,
YEREKERANYE N'IMPANO INGANA NA
MILIYONI ICUMI Z'AMADOLARI
Y'ABANYAMERIKA (10.000.000 USD)
AGENEWE UMUSHINGA WO GUKUMIRA
NO KUGABANYA IGWINGIRA RY'ABANA

PRESIDENTIAL ORDER N°95/2018 OF
1/6/2018 RATIFYING THE GRANT
AGREEMENT SIGNED AT KIGALI,
RWANDA ON 07 MARCH 2018,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA)
ACTING AS ADMINISTRATOR OF THE
GLOBAL FINANCING FACILITY,
RELATING TO THE GRANT OF TEN
MILLION AMERICAN DOLLARS (USD
10,000,000) FOR STUNTING
PREVENTION AND REDUCTION
PROJECT

ARRETE PRESIDENTIEL N°95/2018 DU
1/6/2018 RATIFIANT L'ACCORD DE DON
SIGNÉ A KIGALI, AU RWANDA LE 07
MARS 2018, ENTRE LA REPUBLIQUE DU
RWANDA ET L'ASSOCIATION
INTERNATIONALE DE
DEVELOPPEMENT (IDA) AGISSANT EN
QUALITE D'ADMINISTRATEUR DU
MECANISME DE FINANCEMENT
MONDIAL, RELATIF AU DON DE DIX
MILLIONS DE DOLLARS AMERICAINS
(10.000.000 USD) POUR LE PROJET DE
PREVENTION ET DE REDUCTION DU
RETARD DE CROISSANCE

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu
bikorwa iri teka

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

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ITEKA RYA PEREZIDA N°95/2018 RYO KU WA 1/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 07 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) NK'URWEGO RUYOBORA UBURYO BW'ITERANKUNGA KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI ICUMI Z'AMADOLARI Y'ABANYAMERIKA (10.000.000 USD) AGENEWE UMUSHINGA WO GUKUMIRA NO KUGABANYA IGWINGIRA RY'ABANA

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 167, iya 168 n'iya 176;

Dushingiye ku Itegeko N° 28/2018 ryo ku wa 1/6/2018 ryemera kwemeza burundu Amasezerano y'Impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;

PRESIDENTIAL ORDER N°95/2018 OF 1/6/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT KIGALI, RWANDA ON 07 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA) ACTING AS ADMINISTRATOR OF THE GLOBAL FINANCING FACILITY, RELATING TO THE GRANT OF TEN MILLION AMERICAN DOLLARS (USD 10,000,000) FOR STUNTING PREVENTION AND REDUCTION PROJECT

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law n°28/2018 of 1/6/2018 approving ratification of the Grant Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Global Financing Facility, relating to the grant of ten million American Dollars (USD 10,000,000) for stunting prevention and reduction project;

ARRETE PRESIDENTIEL N°95/2018 DU 1/6/2018 RATIFIANT L'ACCORD DE DON SIGNÉ A KIGALI, AU RWANDA LE 07 MARS 2018, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA) AGISSANT EN QUALITE D'ADMINISTRATEUR DU MECANISME DE FINANCEMENT MONDIAL, RELATIF AU DON DE DIX MILLIONS DE DOLLARS AMERICAINS (10.000.000 USD) POUR LE PROJET DE PREVENTION ET DE REDUCTION DU RETARD DE CROISSANCE

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, 167, 168 et 176;

Vu la Loi n°28/2018 du 1/6/2018 approuvant la ratification de l'Accord de Don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Mécanisme de Financement Mondial, relatif au don de dix millions de dollars américains (10.000.000 USD) pour le projet de prévention et de réduction du retard de croissance;

Tumaze kubona Amasezerano y'Impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), nk'Urwego ruyobora Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

TWATEGETSE KANDI DUTEGETSE :

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana, ari ku mugereka, 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 by'Afurika y'Iburasirazuba, Minisitiri

Considering the Grant Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Global Financing Facility, relating to the grant of ten million American Dollars (USD 10,000,000) for stunting prevention and reduction project;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Grant Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Global Financing Facility, relating to the grant of ten million American Dollars (USD 10,000,000) for stunting prevention and reduction project, in annex, 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, the Minister of Local Government

Considérant l'Accord de Don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), agissant en qualité d'Administrateur du Mécanisme de Financement Mondial, relatif au don de dix millions de dollars américains (10.000.000 USD) pour le projet de prévention et de réduction du retard de croissance;

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

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'Accord de Don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'Administrateur du Mécanisme de Financement Mondial, relatif au don de dix millions de dollars américains (10.000.000 USD) pour le projet de prévention et de réduction du retard de croissance, en annexe, 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 de l'Afrique de l'Est, le Ministre

Official Gazette n°23 of 04/06/2018

w'Ubutegetsi bw'Igihugu na Minisitiri w'Ubuzima bashinzwe gushyira mu bikorwa iri teka.

and the Minister of Health are entrusted with the implementation of this Order.

de l'Administration Locale et le Ministre de la Santé 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 **1/6/2018**

Kigali, on **1/6/2018**

Kigali, le **1/6/2018**

(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

UMUGEREKA W'ITEKA RYA
PEREZIDA N°95/2018 RYO KU WA
1/6/2018 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA KU WA 07 WERURWE
2018, HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA) NK'URWEGO
RUYOBORA UBURYO
BW'ITERANKUNGA KU ISI,
YEREKERANYE N'IMPANO INGANA
NA MILIYONI ICUMI Z'AMADOLARI
Y'ABANYAMERIKA (10.000.000 USD)
AGENEWE UMUSHINGA WO
GUKUMIRA NO KUGABANYA
IGWINGIRA RY'ABANA

ANNEX TO PRESIDENTIAL ORDER
N°95/2018 OF 1/6/2018 RATIFYING THE
GRANT AGREEMENT SIGNED AT
KIGALI, RWANDA ON 07 MARCH 2018,
BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA)
ACTING AS ADMINISTRATOR OF THE
GLOBAL FINANCING FACILITY,
RELATING TO THE GRANT OF TEN
MILLION AMERICAN DOLLARS (USD
10,000,000) FOR STUNTING
PREVENTION AND REDUCTION
PROJECT

ANNEXE A L'ARRETE PRESIDENTIEL
N°95/2018 DU 1/6/2018 RATIFIANT
L'ACCORD DE DON SIGNÉ A KIGALI,
AU RWANDA LE 07 MARS 2018, ENTRE
LA REPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE
DE DEVELOPPEMENT (IDA)
AGISSANT EN QUALITE
D'ADMINISTRATEUR DU
MECANISME DE FINANCEMENT
MONDIAL, RELATIF AU DON DE DIX
MILLIONS DE DOLLARS AMERICAINS
(10.000.000 USD) POUR LE PROJET DE
PREVENTION ET DE REDUCTION DU
RETARD DE CROISSANCE

GFF GRANT NUMBER A6783

Global Financing Facility
Grant Agreement
(Stunting Prevention and Reduction Project)

between

REPUBLIC OF RWANDA

And

INTERNATIONAL DEVELOPMENT ASSOCIATION

acting as Administrator of the Global Financing Facility

Dated March 7, 2018

GFF GRANT NUMBER A6783

**GLOBAL FINANCING FACILITY
GRANT AGREEMENT**

AGREEMENT dated March 7, 2018, entered into between:

REPUBLIC OF RWANDA ("Recipient"); and INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Global Financing Facility ("GFF").

The Recipient and the World Bank hereby agree as follows:

**Article I
Standard Conditions; Definitions**

- 1.01. The "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15, 2012 ("Standard Conditions"), constitute an integral part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement.

**Article II
The Project**

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

**Article III
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed ten

million United States Dollars (\$10,000,000) ("Grant") to assist in financing the Project.

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

Article IV Additional Remedies

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consists of the following:
 - (a) the Project Implementing Entity's Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project Agreement; and,
 - (b) the Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by the Project Implementing Entity of its obligations under the Project Agreement.

Article V Effectiveness; Termination

- 5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.
 - (a) The execution and delivery of this Agreement on behalf of the Recipient and the Project Agreement on behalf of the Project Implementing Entity have been duly authorized or ratified by all necessary governmental and corporate action; and,
 - (b) The Subsidiary Agreement referred to in Section I.A of Schedule 2 to this Agreement has been executed on behalf of the Recipient and the Project Implementing Entity.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01, there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank

of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:

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

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

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

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

Republic of Rwanda; and

Facsimile: 250-252-57-75-81 E-mail: minfin@minecofin.gov.rw

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

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

Facsimile:

1-202-477-6391

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

REPUBLIC OF RWANDA

By



Authorized Representative

Name:

Title:

Claver Gatabe
Minister of Finance & Economic Planning

**INTERNATIONAL DEVELOPMENT
ASSOCIATION**
acting as administrator of the
Global Financing Facility

By



Authorized Representative

Name:

Title:

Yasser El-Gammal
Country Manager

SCHEDULE 1

The objective of the Project is to contribute to the reduction in the stunting rate among children under five years of age (with a focus on those under two) in the Targeted Districts.

The Project consists of the following parts:

Part 1. Prevention of Stunting at Community and Household Levels

- (i) Designing and implementing a new national communication strategy, including a state of the art media campaign and innovative communications tools customized to the Rwandan context;
- (ii) Training, mentoring, and providing equipment to CHWs to improve growth promotion and supporting community-level approaches for improving nutrition, such as the positive deviance methodology and strategies for reaching adolescent girls;
- (iii) Financing of Performance-Based Payments to CHWs to, *inter alia*, conduct growth promotion, including early identification and interventions targeted to children falling behind;
- (iv) Strengthening and /or establishing home-based, early childhood development models of care;
- (v) Providing targeted support to vulnerable households with young children under five years of age to improve access to WASH interventions; and,
- (vi) Strengthening multi-sectoral district planning, budgeting, coordination, supervision, and monitoring.

Part 2. High Impact Health and Nutrition Services

Improving the impact of health and nutrition services provided by eligible health centers in Targeted Districts through: (i) financing of Performance-Based Payments to eligible health centers to incentivize the utilization and coverage of an enhanced package of high-impact nutrition and health interventions; and (ii) training, logistical support and new information technology tools, services and equipment.

Part 3. Monitoring and Evaluation and Project Management

Institutional strengthening and building capacity for, *inter alia*, (i) carrying out Project monitoring and evaluation; (ii) facilitating knowledge sharing at community and district level; and (iii) coordinating, managing and supervising Project activities.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

Section I.A through Section I.F of the Financing Agreement are incorporated in this Agreement and apply as if they were reflected verbatim herein.

G. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016 (“Anti-Corruption Guidelines”).

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports; Completion Report

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of indicators acceptable to the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than forty-five (45) days after the end of the period covered by such report.
2. The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B. Financial Management; Financial Reports; Audits

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

year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period.

Section III. Procurement

All goods, non-consulting services and consulting services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in the “World Bank Procurement Regulations for IPF Borrowers” dated July 2016, revised November 2017 (“Procurement Regulations”), and the provisions of the Recipient’s procurement plan for the Project (“Procurement Plan”) dated January 24, 2018 provided for under Section IV of the Procurement Regulations, as the same may be updated from time to time in agreement with the World Bank.

Section IV. Withdrawal of Grant Proceeds

A. General

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

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, non-consulting services, consulting services, and Training under Part 1(ii) of the Project	4,500,000	100% until fully utilized, thereafter 100% from IDA 61870

(2) Goods, non-consulting services, consulting services, and Training under Part 1(vi) of the Project	3,500,000	100% until fully utilized, thereafter 100% from IDA 61870
(3) Goods, non-consulting services, consulting services, and Training under Parts 3(i) and (ii) of the Project	2,000,000	100% until fully utilized, thereafter 100% from MDTF A6567
TOTAL AMOUNT	10,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made for payments made prior to the date of this Agreement.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2021.

APPENDIX

Definitions

1. “Annual Work Plan and Budget” means the program of activities agreed each Fiscal Year between the Recipient, RBC and the World Bank for implementation under the Project in accordance with Section I.E. of Schedule 2 to the Financing Agreement during the following Fiscal Year, as the same may be revised from time to time in accordance with said Section.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
4. “CHWs” means Community Health Workers.
5. “District” means an administrative subdivision of the Recipient, established pursuant to the Recipient’s Organic Law No. 29/2005 of December 31, 2005.
6. “District Agreement” means the agreement to be entered into between the RBC and each Targeted District for purposes of implementing Part 1 (vi) of the Project, and referred to in Section B.2.(g) of Schedule 2 to the Financing Agreement and Section I.C. of the Schedule to the Project Agreement.
7. “Financing Agreement” means the financing agreement providing for the credit 61870 for the Project between the World Bank and the Recipient, dated the same date as this Agreement, as such financing agreement may be amended from time to time.
8. “Incremental Operating Costs” means the reasonable expenditures incurred by RBC on account of Project implementation (which expenditures would not have been incurred absent of the Project), based on an Annual Work Plan and Budget approved by the World Bank pursuant to Section I.E of Schedule 2 to the Financing Agreement, consisting of expenditures for local and international travel; salaries of contractual staff (other than consultants); per diems; office rental; office supplies; maintenance of equipment, facilities and rental vehicles used for Project implementation; fuel; bank account fees; refurbishment, repair and maintenance of existing facilities used for project services; rental equipment and vehicles; communication costs; consumables; costs of translation, printing, photocopying but excluding salaries, honoraria or allowances for Recipient’s civil servants and RBC permanent staff.

9. “MINAGRI” means the Recipient’s ministry of agriculture and natural resources; or any successor thereto.
10. “MINALOC” means the Recipient’s ministry of local government; or any successor thereto.
11. “MINECOFIN” means the Recipient’s ministry of finance; or any successor thereto.
12. “MINICOM” means the Recipient’s ministry of trade and industry; or any successor thereto.
13. “PBF” means Performance-Based Financing.
14. “PBF Manual” means the RBC’s documents entitled “*Grille d’Evaluation de la Quantite et de la Qualite du Centre de Sante*”, dated October 2015 and “PBF Payments to Community Health Workers”, dated December 2017.
15. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for Borrowers under Investment Project Financing”, dated July 1, 2016.
16. “Project Implementing Entity” means the RBC.
17. “Project Implementing Entity Legislation” means the Recipient’s Law 54/2010 of 25/01/2011 establishing the RBC and determining its mission, organization and functioning, published in the Recipient’s Official Gazette No 10 of 07/03/2011.
18. “Project Implementation Manual” or “PIM” means the RBC’s manual, and referred to in Section I.C. of Schedule 2 to the Financing Agreement, as the same may be amended from time to time with the prior written agreement of the World Bank.
19. “PSC” or “Project Steering Committee” means the steering committee to be established for the Project, and referred to in Section I.A.5. of Schedule 2 to the Financing Agreement.
20. “Medical Waste Management Plan” or “MWMP” means RBC’s plan to manage medical waste in relation to Project activities carried out in the eligible health centers in the Targeted Districts, dated November 2017, disclosed in country on December 7, 2017 and at the World Bank’s website on December 1, 2017, and referred to in Section I.F. of Schedule 2 to the Financing Agreement, as the same may be changed from time to time with the prior written agreement of the World Bank.

21. “RAB” means the Rwanda Agricultural Board, established and operating pursuant to Law N°14/2017 of 14/04/2017 establishing Rwanda Agriculture and Animal Resources Development Board (RAB) and determining its mission, organisation and functioning.
22. “RBC” means the Rwanda Biomedical Centre, an independent legal entity established and operating pursuant to the Project Implementing Entity Legislation.
23. “RBC-SPIU” means the Single Project Implementing Unit within RBC.
24. “Subsidiary Agreement” means the subsidiary agreement referred to in Section I.B. of Schedule 2 to the Financing Agreement.
25. “Subsidiary Financing” means the amount of the Financing to be made available to RBC, and referred to in Section I.B. of Schedule 2 to the Financing Agreement.
26. “Supplemental PBF Manual for the Targeted Districts” means a manual to be prepared and adopted by RBC, and referred to in Section I.D of Schedule 2 to the Financing Agreement, as the same may be amended from time to time with the prior written agreement of the World Bank.
27. “Standard Conditions” means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012.
28. “Targeted Districts” means *Bugesera, Gakenke, Huye, Karongi, Kayonza, Ngororero, Nyabihu, Nyamagabe, Nyaruguru, Rubavu, Ruhango, Rusizi, and Rutsiro*.
29. “Training” means the reasonable costs associated with training, workshops and study tours provided under the Project, based on an Annual Work Plan and Budget approved by the Association pursuant to Section I.E of Schedule 2 to the Financing Agreement, consisting of reasonable expenditures (other than expenditures for consulting services) for (a) local and international travel, room, board incurred by trainers and trainees in connection to their training; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
30. “WASAC” means Water and Sanitation Corporation, a company limited by shares fully owned by the Government of Rwanda, registered since 1st August 2014 with the Rwanda Development Board (Office of the Registrar General) under number 103370539.
31. “WASH” means Water, Sanitation and Hygiene.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N°95/2018 ryo ku wa 1/6/2018 ryemeza burundu Amasezerano y'Impano yashyiriweho umukono i Kigali mu Rwanda ku wa 07 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni icumi z'Amadolari y'Abanyamerika (10.000.000 USD) agenewe umushinga wo gukumira no kugabanya igwingira ry'abana

Kigali, ku wa 1/6/2018

(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 Presidential Order N°95/2018 of 1/6/2018 ratifying the Grant Agreement signed at Kigali, Rwanda on 07 March 2018, between the Republic of Rwanda and the International Development Association (IDA) acting as Administrator of the Global Financing Facility, relating to the grant of ten million American Dollars (USD 10,000,000) for stunting prevention and reduction project

Kigali, on 1/6/2018

(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°95/2018 du 1/6/2018 ratifiant l'Accord de Don signé à Kigali, au Rwanda le 07 mars 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'Administrateur du Mécanisme de Financement Mondial, relatif au don de dix millions de dollars américains (10.000.000 USD) pour le projet de prévention et de réduction du retard de croissance

Kigali, le 1/6/2018

(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°96/2018 RYO KU WA 1/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA N'I LUXEMBOURG KU WA 28 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ISHORAMARI Y'ABANYABURAYI, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INE N'ESHANU Z'AMAYERO (45.000.000 EUR) AGENEWE UMUSHINGA WO KUBAKA RUHURURA RUSANGE YO MU MUJYI WA KIGALI

PRESIDENTIAL ORDER N°96/2018 OF 1/6/2018 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA AND AT LUXEMBOURG ON 28 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF FORTY-FIVE MILLION EUROS (EUR 45,000,000) FOR KIGALI CENTRAL SEWERAGE PROJECT

ARRETE PRESIDENTIEL N°96/2018 DU 1/6/2018 RATIFIANT L'ACCORD DE FINANCEMENT SIGNÉ A KIGALI, RWANDA ET A LUXEMBOURG LE 28 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE EUROPEENNE D'INVESTISSEMENT, RELATIF AU CREDIT DE QUARANTE-CINQ MILLIONS D'EUROS (45.000.000 EUR) POUR LE PROJET DU SYSTEME CENTRAL D'EGOUTS DE KIGALI

ISHAKIRO

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ITEKA RYA PEREZIDA N°96/2018 RYO KU WA 1/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA N'I LUXEMBOURG KU WA 28 UKUBOZA 2017, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'ISHORAMARI Y'ABANYABURAYI, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INE N'ESHANU Z'AMAYERO (45.000.000 EUR) AGENEWE UMUSHINGA WO KUBAKA RUHURURA RUSANGE YO MU MUJYI WA KIGALI

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

Dushingiye ku Itegeko N°29/2018 ryo ku wa **1/6/2018** ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg ku wa 28 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki y'Ishoramari y'Abanyaburayi, yerekeranye n'inguzanyo ingana na miliyoni mirongo ine n'eshanu z'Amayero (45.000.000 EUR) agenewe umushinga wo kubaka ruhurura rusange yo mu mujyi wa Kigali;

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda n'i

PRESIDENTIAL ORDER N°96/2018 OF 1/6/2018 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA AND AT LUXEMBOURG ON 28 DECEMBER 2017, BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF FORTY-FIVE MILLION EUROS (EUR 45,000,000) FOR KIGALI CENTRAL SEWERAGE PROJECT

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law n°29/2018 of **1/6/2018** approving the ratification of the Financing Agreement signed at Kigali, Rwanda and at Luxembourg on 28 December 2017, between the Republic of Rwanda and the European Investment Bank, relating to the credit of forty-five million euros (EUR 45,000,000) for Kigali central sewerage project;

Considering the Financing Agreement signed at Kigali, Rwanda and at Luxembourg on 28

ARRETE PRESIDENTIEL N°96/2018 DU 1/6/2018 RATIFIANT L'ACCORD DE FINANCEMENT SIGNÉ A KIGALI, RWANDA ET A LUXEMBOURG LE 28 DECEMBRE 2017, ENTRE LA REPUBLIQUE DU RWANDA ET LA BANQUE EUROPEENNE D'INVESTISSEMENT, RELATIF AU CREDIT DE QUARANTE-CINQ MILLIONS D'EUROS (45.000.000 EUR) POUR LE PROJET DU SYSTEME CENTRAL D'EGOUTS DE KIGALI

Nous, KAGAME Paul,
Président de la République;

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

Vu la Loi n°29/2018 du **1/6/2018** approuvant la ratification de l'Accord de Financement signé à Kigali, Rwanda et à Luxembourg le 28 décembre 2017, entre la République du Rwanda et la Banque Européenne d'Investissement, relatif au crédit de quarante-cinq millions d'euros (45.000.000 EUR) pour le projet du système central d'égouts de Kigali;

Considérant l'Accord de Financement signé à Kigali, Rwanda et à Luxembourg le 28 décembre

Luxembourg ku wa 28 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki y'Ishoramari y'Abanyaburayi, yerekeranye n'inguzanyo ingana na miliyoni mirongo ine n'eshanu z'Amayero (45.000.000 EUR) agenewe umushinga wo kubaka ruhurura rusange yo mu mujyi wa Kigali;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

TWATEGETSE KANDI DUTEGETSE:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg ku wa 28 Ukuboza 2017, hagati ya Repubulika y'u Rwanda na Banki y'Ishoramari y'Abanyaburayi, yerekeranye n'inguzanyo ingana na miliyoni mirongo ine n'eshanu z'Amayero (45.000.000 EUR) agenewe umushinga wo kubaka ruhurura rusange yo mu mujyi wa Kigali, ari ku mugereka, 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 by'Afurika y'Iburasirazuba na Minisitiri w'Ibikorwa remezo bashinzwe gushyira mu bikorwa iri teka.

December 2017, between the Republic of Rwanda and the European Investment Bank, relating to the credit of forty-five million euros (EUR 45,000,000) for Kigali central sewerage Project;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Financing Agreement signed at Kigali, Rwanda and at Luxembourg on 28 December 2017, between the Republic of Rwanda and the European Investment Bank, relating to the credit of forty-five million euros (EUR 45,000,000) for Kigali central sewerage project, in annex, 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.

2017, entre la République du Rwanda et la Banque Européenne d'Investissement, relatif au crédit de quarante-cinq millions d'euros (45.000.000 EUR) pour le projet du système central d'égouts de Kigali;

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

AVONS ARRETE ET ARRETONS:

Article premier: Ratification

L'Accord de Financement signé à Kigali, Rwanda et à Luxembourg le 28 décembre 2017, entre la République du Rwanda et la Banque Européenne d'Investissement, relatif au crédit de quarante-cinq millions d'euros (45.000.000 EUR) pour le projet du système central d'égouts de Kigali, en annexé, 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 de l'Afrique de l'Est et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa **1/6/2018**

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

Kigali, on **1/6/2018**

(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

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

Kigali, le **1/6/2018**

(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°96/2018 RYO KU WA
1/6/2018 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA N'I LUXEMBOURG KU
WA 28 UKUBOZA 2017, HAGATI YA
REPUBULIKA Y'U RWANDA NA
BANKI Y'ISHORAMARI
Y'ABANYABURAYI, YEREKERANYE
N' INGUZANYO INGANA NA
MILIYONI MIRONGO INE N'ESHANU
Z'AMAYERO (45.000.000 EUR)
AGENEWE UMUSHINGA WO KUBAKA
RUHURURA RUSANGE YO MU MUJYI
WA KIGALI**

**ANNEX TO PRESIDENTIAL ORDER
N°96/2018 OF 1/6/2018 RATIFYING THE
FINANCING AGREEMENT SIGNED AT
KIGALI, RWANDA AND AT
LUXEMBOURG ON 28 DECEMBER
2017, BETWEEN THE REPUBLIC OF
RWANDA AND THE EUROPEAN
INVESTMENT BANK, RELATING TO
THE CREDIT OF FORTY-FIVE
MILLION EUROS (EUR 45,000,000) FOR
KIGALI CENTRAL SEWERAGE
PROJECT**

**ANNEXE A L'ARRETE PRESIDENTIEL
N°96/2018 DU 1/6/2018 RATIFIANT
L'ACCORD DE FINANCEMENT SIGNÉ
A KIGALI, RWANDA ET A
LUXEMBOURG LE 28 DECEMBRE 2017,
ENTRE LA REPUBLIQUE DU RWANDA
ET LA BANQUE EUROPEENNE
D'INVESTISSEMENT, RELATIF AU
CREDIT DE QUARANTE-CINQ
MILLIONS D'EUROS (45.000.000 EUR)
POUR LE PROJET DU SYSTEME
CENTRAL D'EGOUTS DE KIGALI**



FI N° 84007

Serapis N° 20130075

KIGALI CENTRAL SEWERAGE

Finance Contract

between the

REPUBLIC OF RWANDA

And the

EUROPEAN INVESTMENT BANK

At Kigali, this 28th December 2017

At Luxembourg, this 28th December 2017

CKG

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THIS CONTRACT IS MADE BETWEEN:

The REPUBLIC OF RWANDA, acting through its Ministry of Finance and Economic Planning, represented by Hon. Claver GATETE, Minister of Finance and Economic Planning,

(the "**Borrower**")

of the first part, and

The European Investment Bank having its seat at 100 blvd Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by Diederick ZAMBON, Head of Division, and Borja OXANGOITI, Legal Counsel,

(the "**Bank**")

of the second part.

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WHEREAS:

- (a) The Borrower has stated that it is undertaking a project of construction of a new sewerage system for central areas of Kigali including collector sewers, secondary, tertiary sewers and a wastewater treatment, as more particularly described in the technical description (the "Technical Description") set out in Schedule A (the "Project"). The Project shall be implemented by the Water and Sanitation Corporation (WASAC) (the "Promoter") to which the Borrower will channel the funds of the Loan as a grant through a grant agreement (the "Grant Agreement").
- (b) The total cost of the Project, as estimated by the Bank, is EUR 96,000,000 (ninety-six million euros) and the Borrower has stated that it intends to finance the Project as follows:

Source	Amount (EUR m)
Credit from the Bank	45
Credit from the African Development Bank (AfDB)	43
Republic of Rwanda	8
TOTAL	96

- (c) In order to fulfil the financing plan set out in Recital (b), the Borrower has requested from the Bank a credit of EUR 45,000,000 (forty-five million euros) to be made available from the Bank's own resources and pursuant to the Partnership Agreement between the members of the African, Caribbean and Pacific (ACP) Group of States on the one hand and the European Union and its Member States on the other hand, signed in Cotonou, Benin on 23 June 2000, as amended from time to time (the "Cotonou Agreement").
- (d) The Bank considering that the financing of the Project falls within the scope of its functions and is consistent with the objectives of the Cotonou Agreement, and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower's request providing to it a credit in an amount of EUR 45,000,000 (forty-five million euros) under this Finance Contract (the "Contract"); provided that the amount of the Bank loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (b).
- (e) By a letter dated 10 August 2017, the government of the Republic of Rwanda consented to the granting of the loan for the purposes of the Cotonou Agreement and accordingly the undertaking of the Republic of Rwanda in Article 6 of Annex II to the Cotonou Agreement with regard to exchange control and tax exemptions apply to this project.
- (f) The Borrower has authorised the borrowing of the sum of EUR 45,000,000.00 (forty-five million euros) represented by this credit on the terms and conditions set out in this Contract.
- (g) The Borrower, the Promoter and the Bank shall enter into a project agreement (the "Project Agreement") containing certain undertakings from the Promoter in relation to the implementation and operation of the Project and related matters.
- (h) The financing of the Project includes an interest rate subsidy to be provided from the subsidy envelope of the Cotonou Agreement (the "Subsidy") in accordance with Article 3.1 of the Contract.
- (i) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant policies of the European Union.
- (j) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the Bank's group companies towards its stakeholders.

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- (k) The processing of personal data shall be carried out by the Bank in accordance with applicable European Union legislation on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data.

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NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract, references to:

- (a) Articles, Recitals, Schedules and Annexes are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;
- (b) a provision of law are references to that provision as amended or re-enacted; and
- (c) any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated.

Definitions

In this Contract:

"Acceptance Deadline" for a notice means:

- (a) 16h00 Luxembourg time on the day of delivery, if the notice is delivered by 14h00 Luxembourg time on a Business Day; or
- (b) 11h00 Luxembourg time on the next following day which is a Business Day, if the notice is delivered after 14h00 Luxembourg time on any such day or is delivered on a day which is not a Business Day.

"AfDB" means African Development Bank.

"AfDB Loan" means the credit of EUR 43,000,000 (forty-three million euros) to be made available from AfDB to the Borrower pursuant to the AfDB Loan Agreement.

"AfDB Loan Agreement" means the EUR 43,000,000 (forty-three million euros) credit agreement to be signed between the Borrower and AfDB in relation to the Project.

"Authorisation" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Business Day" means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

"Change-of-Control Event" has the meaning given to it in Article 4.3.A(3).

"Change-of-Law Event" has the meaning given to it in Article 4.3.A(3).

"Contract" has the meaning given to it in Recital (d).

"Cotonou Agreement" has the meaning given to it in Recital (c).

"Credit" has the meaning given to it in Article 1.1.

"Deferment Indemnity" means an indemnity calculated on the amount of disbursement deferred or suspended at the percentage rate (if higher than zero) by which:

- (a) the interest rate net of the Margin that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
- (b) the Relevant Interbank Rate (one month rate) less 0.125% (12.5 basis points), unless this value is less than zero, in which case it will be set at zero.

Such indemnity shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

"Disbursement Date" means the date on which actual disbursement of a Tranche is made by the Bank.

"Disbursement Notice" means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.2.C.

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"Disbursement Request" means a notice substantially in the form set out in Schedule C.1.

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that party:
 - (i) from performing its payment obligations under this Contract; or
 - (ii) from communicating with other parties,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the party whose operations are disrupted.

"EIB Statement of Environmental and Social Principles and Standards" means the statement published on EIB's website http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf, as amended and supplemented from time to time or on any successor page, that outlines the standards that the Bank requires of the projects that it finances and the responsibilities of the various parties.

"Eligible Expenditure" means any expenditure (net of taxes) incurred or contractually committed and due to be made within 180 (one hundred and eighty) days from the Scheduled Disbursement Date, by the Borrower and/or the Promoter in respect of works, goods and services in respect of items specified in the Technical Description as eligible for financing under the Credit.

"Environment" means the following, in so far as they affect human health and social well-being:

- (a) fauna and flora;
- (b) soil, water, air, climate and the landscape;
- (c) cultural heritage; and
- (d) the built environment.

"Environmental and Social Impact Assessment Study" means a study as an outcome of the environmental and social impact assessment identifying and assessing the potential environmental and social impacts associated with the Project and recommending measures to avoid, minimise and/or remedy any impacts. Each study is subject to public consultation with direct and indirect project stakeholders.

"Environmental and Social Documents" means:

- (a) the Environmental and Social Impact Assessment Study(ies),
- (b) the Resettlement Policy Framework,
- (c) the Resettlement Action Plan(s),
- (d) the Stakeholders Engagement Plan, and/or
- (e) the Environmental permit(s) issued by way of decision letter(s) of the Rwanda Development Board.

"Environmental and Social Standards" means:

- (a) Environmental Laws and Social Laws applicable to the Project, and/or the Borrower, and/or the Promoter;
- (b) the EIB Statement of Environmental and Social Principles and Standards; and
- (c) the Environmental and Social Documents.

"Environmental and Social Management Plan" or "ESMP" means the document, in form and substance satisfactory to the Bank, which describes the mitigation of environmental and social impacts and risks arising in the context of the Project that have been identified in the Environmental and Social Impact Assessment Study.

"Environmental Law" means:

- (a) EU law, standards and principles as specified by the Bank before the date of this Contract;
- (b) the laws and regulations of the Republic of Rwanda; and
- (c) international treaties and conventions signed, ratified or otherwise applicable and binding on the Republic of Rwanda;

of which a principal objective is the preservation, protection or improvement of the Environment.

"Environmental or Social Approval" means any permit, license, authorisation, consent or other approval required by an Environmental Law or a Social Law in connection with the construction or operation of the Project.

"Environmental or Social Claim" means any claim, proceeding, formal notice or investigation by any person in respect of the Environmental or Social Matters affecting the Project including any breach or alleged breach of any Environmental and Social Standard.

"EURIBOR" has the meaning given to it in Schedule B.

"EUR" or **"euro"** means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"Event of Default" means any of the circumstances, events or occurrences specified in Article 10.1.

"Final Availability Date" means the date falling 60 (sixty) months from the signature of this Contract.

"Financing of Terrorism" means the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the EU Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism.

"Fixed Rate" means an annual interest rate determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest. Fixed Rate shall include the Margin.

"GAAP" means generally accepted accounting principles in the Republic of Rwanda, including IFRS.

"Grant Agreement" has the meaning given to it in Recital (a).

"Guide to Procurement" means the guide to procurement published on the Bank's website, as amended from time to time, that informs the promoters of projects financed in whole or in part by the Bank of the arrangements to be made for procuring works, goods and services required for the Project.

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"ILO" means the International Labour Organisation.

"ILO Standards" means any treaty, convention or covenant of the ILO signed and ratified or otherwise applicable and binding on the Republic of Rwanda, and the Core Labour Conventions (as defined in the ILO Declaration on Fundamental Principles and Rights at Work).

"Indemnifiable Prepayment Event" means a Prepayment Event other than those specified in paragraphs 4.3.A(2) or 4.3.A(5).

"LIBOR" has the meaning given to it in Schedule B.

"Loan" means the aggregate amount of Tranches disbursed from time to time by the Bank under this Contract.

"Margin" means 50 (fifty) basis points (0.50%).

"Market Disruption Event" means any of the following circumstances:

- (a) there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank's access to its sources of funding; or

- (b) in the opinion of the Bank, funds are not available from its ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche.

"Material Adverse Change" means, in relation to the Borrower or the Promoter any event or change of condition affecting the Borrower, which, in the opinion of the Bank:

- (a) materially impairs the ability of the Borrower to perform its obligations under this Contract or the Promoter to perform its obligations under the Project Agreement; or
- (b) materially impairs the financial condition or prospects of the Borrower or the Promoter.

"Maturity Date" means the last repayment date of a Tranche specified pursuant to Article 4.1.A(b)(iii).

"Money Laundering" means:

- (a) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;
- (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;
- (c) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity; or
- (d) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.

"Non-EIB Financing" has the meaning given to it in Article 4.3.A(2).

"Notified Tranche" means a Tranche in respect of which the Bank has issued a Disbursement Notice.

"Payment Date" means 15 June and 15 December each year until and including the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means the following Relevant Business Day, without adjustment to the interest due under Article 3.1.

"Prepayment Amount" means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.2.A.

"Prepayment Date" means the date, which shall be a Payment Date, on which the Borrower proposes to effect prepayment of a Prepayment Amount.

"Prepayment Event" means any of the events described in Article 4.3.A.

"Prepayment Indemnity" means in respect of any principal amount to be prepaid or cancelled, the amount communicated by the Bank to the Borrower as the present value (as of the Prepayment Date) of the excess, if any, of:

- (a) the interest rate net of the Margin that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date to the Interest Revision/Conversion Date, if any, or the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date.

"Prepayment Notice" means a written notice from the Bank to the Borrower in accordance with Article 4.2.C.

"Prepayment Request" means a written request from the Borrower to the Bank to prepay all or part of the Loan, in accordance with Article 4.2.A.

"Prohibited Conduct" means any Financing of Terrorism, Money Laundering or Prohibited Practice.

"Prohibited Practice" means any of the following:

- (a) Coercive Practice, meaning the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;
- (b) Collusive Practice, meaning an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (c) Corrupt Practice, meaning the offering, giving, receiving or soliciting, directly or indirectly, of anything of value by a party to influence improperly the actions of another party;
- (d) Fraudulent Practice, meaning any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation; or
- (e) Obstructive Practice, meaning in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice in connection with this Loan or the Project, (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intending to materially impede the exercise of the contractual rights of audit or access to information.

"Project" has the meaning given to it in Recital (a).

"Project Agreement" has the meaning given to it in Recital (g).

"Project Implementation Unit" or **"PIU"** means a subunit of the Promoter organization staffed by the Promoter and in charge of the daily activities necessary to implement the Project.

"Promoter" means Water and Sanitation Corporation Ltd. (WASAC), a company limited by shares fully owned by the Government of Rwanda, registered since 1st August 2014 with the Rwanda Development Board (Office of the Registrar General) under number 103370539 and with registered office at KN5rd, WASAC Ltd. HQ, Rukiri I, Gasabo District, Kigali city, PO Box 537, Rwanda.

"Redeployment Rate" means the Fixed Rate, excluding the Margin, in effect on the day of the indemnity calculation for fixed-rate loans denominated in the same currency and which shall have the same terms for the payment of interest and the same repayment profile to the Maturity Date as the Tranche in respect of which a prepayment is proposed or requested to be made. For those cases where the period is shorter than 48 (forty-eight) months the most closely corresponding money market rate equivalent will be used, that is the Relevant Interbank Rate minus 0.125% (12.5 basis points) for periods of up to 12 (twelve) months. For periods falling between 12 (twelve) and 48 (forty eight) months as the case may be, the bid point on the swap rates as published by Reuters for the related currency and observed by the Bank at the time of calculation will apply.

"Relevant Business Day" means:

- (a) for EUR, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) is open for the settlement of payments in EUR; and
- (b) for USD, a day on which banks are open for general business in New York.

"Relevant Interbank Rate" means:

- (a) EURIBOR for a Tranche denominated in EUR; and
- (b) LIBOR for a Tranche denominated in USD.

"Resettlement Action Plan(s)" or **"RAP"** means the final resettlement action plan(s) to be adopted by the Promoter and satisfactory to the Bank. For the avoidance of doubt this shall include a grievance mechanism for the people affected by the Project and livelihood restoration.

"Resettlement Policy Framework" means a document that outlines the general principles of resettlement that will be applied for the elaboration of the Resettlement Action Plan(s) in relation to the Project.

"Sanctioned Persons" means any individual or entity listed in one or more Sanction Lists.

"Sanction Lists" means:

- (a) any economic, financial and trade restrictive measures and arms embargoes issued by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU website: http://eeas.europa.eu/cfsp/sanctions/consol-list_en.htm, as amended and supplemented from time to time or on any successor page; or
- (b) any economic, financial and trade restrictive measures and arms embargoes issued by the United Nations Security Council pursuant to Article 41 of the UN Charter as available in the official UN website : <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>, as amended and supplemented from time to time or on any successor page.

"Scheduled Disbursement Date" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C.

"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Social Law" means each of:

- (a) any law, rule or regulation applicable in the Republic of Rwanda relating to Social Matters;
- (b) any ILO Standards;
- (c) any United Nations treaty, convention or covenant on human rights signed and ratified by or otherwise applicable and binding on the Republic of Rwanda.

"Social Matters" means all, or any of, the following:

- (a) labour and employment rights and conditions;
- (b) occupational health and safety;
- (c) protection and empowerment of rights and interests of indigenous peoples, ethnic minorities and vulnerable groups;
- (d) cultural heritage (tangible and intangible);
- (e) public health, safety and security;
- (f) involuntary physical resettlement and/or economic displacement and loss of livelihood of persons; and
- (g) public participation and stakeholder engagement.

"Stakeholders Engagement Plan" or **"SEP"** means the plan to be implemented by the Promoter, including clear commitments on public consultation and disclosure of information, as well as an appropriate grievance mechanism applicable to the Project as a whole, satisfactory to the Bank.

"Subsidy" has the meaning given to it in Recital (h).

"Subsidised Interest Rate" has the meaning given to it in Article 3.1.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Technical Description" has the meaning given to it in Recital (a).

"Tranche" means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.2.B.

"USD" means the lawful currency of the United States of America.

ARTICLE 1

Credit and Disbursements

1.1 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount equivalent to EUR 45,000,000.00 (forty-five million euros) for the financing of the Project (the "Credit").

1.2 Disbursement procedure

1.2.A Tranches

The Bank shall disburse the Credit in up to 6 (six) Tranches. The amount of each Tranche, if not being the undrawn balance of the Credit, shall be in a minimum amount equivalent to EUR 1,000,000 (one million euros).

1.2.B Disbursement Request

- (a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, such Disbursement Request to be received at the latest 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in Schedule C.1 and shall specify:
 - (i) the amount and currency of the Tranche;
 - (ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and, in any event, on or before the Final Availability Date, it being understood that notwithstanding the Final Availability Date the Bank may disburse the Tranche up to 4 (four) calendar months from the date of the Disbursement Request;
 - (iii) the terms for repayment of principal for the Tranche, in accordance with Article 4.1.A(b)(i);
 - (iv) the preferred first and last dates for repayment of principal for the Tranche; and
 - (v) the IBAN code (or appropriate format in line with local banking practice) and SWIFT BIC of the bank account to which disbursement of the Tranche should be made in accordance with Article 1.2.D.
- (b) Each Disbursement Request shall be accompanied by evidence of the authority of the person or persons authorised to sign it and the specimen signature of such person or persons or a declaration by the Borrower that no change has occurred in relation to the authority of the person or persons authorised to sign Disbursement Requests under this Contract.
- (c) Subject to Article 1.2.C(a)(vii), each Disbursement Request is irrevocable.

1.2.C Disbursement Notice

- (a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to this Article 1.2, deliver to the Borrower a Disbursement Notice which shall specify:
 - (i) the currency, amount and EUR equivalent of the Tranche;
 - (ii) the Scheduled Disbursement Date;
 - (iii) the first interest Payment Date;
 - (iv) the terms for repayment of principal for the Tranche;
 - (v) the first and last dates for repayment of principal for the Tranche;
 - (vi) the applicable Payment Dates for the Tranche;

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- (vii) the Subsidised Interest Rate; and
 - (viii) the Fixed Rate applicable to the Tranche until the Maturity Date.
- (b) If one or more of the elements specified in the Disbursement Notice does not reflect the corresponding element, if any, in the Disbursement Request, the Borrower may following receipt of the Disbursement Notice revoke the Disbursement Request by written notice to the Bank to be received no later than 12h00 Luxembourg time on the next Business Day and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Borrower has not revoked in writing the Disbursement Request within such period, the Borrower will be deemed to have accepted all elements specified in the Disbursement Notice.

1.2.D Disbursement Account

Disbursement shall be made to such account of the Borrower as the Borrower shall notify in writing to the Bank not later than 15 (fifteen) days before the Scheduled Disbursement Date (with IBAN code or with the appropriate format in line with local banking practice). The Borrower acknowledges that payments to such account shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one account may be specified for each Tranche.

1.3 Currency of disbursement

Disbursement of each Tranche shall be made in EUR or USD.

For the calculation of the sums available to be disbursed in USD, and to determine their equivalent in EUR, the Bank shall apply the rate published by the European Central Bank in Frankfurt, available on or shortly before submission of the Disbursement Notice as the Bank shall decide.

1.4 Conditions of disbursement

1.4.A First Tranche

The disbursement of the first Tranche under Article 1.2 is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 15 (fifteen) Business Days before the Scheduled Disbursement Date, of the following documents or evidence:

- (a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing this Contract on behalf of the Borrower is/are duly authorised to do so together with the specimen signature of each such person or persons;
- (b) evidence that all necessary Authorisations required in connection with this Contract, the Project Agreement and the Project have been obtained by the Borrower and/or the Promoter;
- (c) a certified copy of the executed Grant Agreement, the terms of which have been pre-approved by the Bank and which shall include provisions for the timeous transfer of disbursements under the Loan from the Borrower to the Promoter;
- (d) an original of the Project Agreement, duly executed by the Borrower and the Promoter, together with evidence that the execution of the Project Agreement by the Borrower and the Promoter has been duly authorised and that the person or persons signing the Project Agreement on behalf of the Borrower and Promoter is/are duly authorised to do so, together with the specimen signature of each such person or persons;
- (e) a copy of the executed AfDB Loan Agreement entered into between the Borrower and AfDB and evidence that the conditions precedent to the first disbursement in respect of the AfDB Loan have been fulfilled;

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- (f) evidence that the Borrower and the Promoter have established a financial management system including, in the case of the Borrower, a bank account opened with the Central Bank of Rwanda dedicated to the disbursements to be made by the Bank to the Borrower;
- (g) a legal opinion from the Attorney General on the due execution of this Contract by the Borrower and the authority and capacity of the Borrower to enter into this Contract and to execute its obligations thereunder;
- (h) a legal opinion from an external counsel acceptable to the Bank in relation *inter alia* to the due execution and enforceability of the Finance Contract, the Grant Agreement and the Project Agreement;
- (i) evidence that all action necessary to exempt from taxation all payments of principal, interest and other sums due hereunder and to permit the payment of all such sums gross without deduction of tax at source have been taken;
- (j) evidence that any necessary exchange control consents have been obtained to permit receipt of disbursements hereunder, repayment of the same and payment of interest and all other amounts due hereunder; such consents must extend to the opening and maintenance of the accounts to which disbursements of the Credit is directed;
- (k) a copy of each of the Environmental and Social Documents;
- (l) evidence that a Project Implementation Unit (PIU) within the Promoter has been created and staffed to the satisfaction of the Bank;
- (m) submission to the Bank of a procurement and implementation plan for the capital investment program of the Project to the satisfaction of the Bank;
- (n) a certified copy of the employment contract of the works supervision engineer recruited by the Promoter in relation to the Project;
- (o) submission to the satisfaction of the bank of a document establishing the connection policy and strategy of the Promoter in relation to the Project;
- (p) submission to the Bank of a written commitment by the Ministry of Infrastructure of the Republic of Rwanda on a sewage tariff elaboration calendar that assures the Bank that the sewage tariff will be in place at the commissioning of the plant; and

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1.4.B All Tranches

The disbursement of each Tranche under Article 1.2, including the first, is subject to the following conditions:

- (a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 15 (fifteen) Business Days before the Scheduled Disbursement Date for the proposed Tranche, of the following documents or evidence:
 - (i) a certificate from the Borrower in the form of Schedule E signed by an authorised representative of the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date;
 - (ii) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, this Contract or the validity and enforceability of the same;
 - (iii) evidence demonstrating that, following drawdown of the relevant Tranche, the amount of the Loan will not exceed the aggregate Eligible Expenditure up to the date of the relevant Disbursement Request;
 - (iv) evidence that the Borrower has transferred all previous disbursements to the Promoter for the purpose of paying the Eligible Expenditure;

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- (v) receipt by the Bank of certified true copies of a contract or contracts, executed on terms satisfactory to the Bank having regard to the Guide to Procurement as may be amended from time to time, evidencing the Eligible Expenditure, together with such other documents evidencing the said expenditures as the Bank may request, provided that for Eligible Expenditure contractually committed and due to be made within 180 (one hundred and eighty) days from the Scheduled Disbursement Date, the Bank may receive evidence of disbursement within 180 (one hundred and eighty) days of their disbursements. In any event the disbursement of each further Tranche shall be subject to receipt by the Bank of such evidence;
 - (vi) evidence satisfactory to the Bank that 80% of the immediately preceding Tranche, and 100% of all previous Tranches, have been fully and properly applied as set out in this Contract;
 - (vii) a certified copy of the updated procurement and implementation plan to the satisfaction of the Bank, from second disbursement onwards;
 - (viii) evidence that the Environmental and Social Management Plan (ESMP) and the Stakeholders Engagement Plan (SEP) including grievance mechanism have been duly implemented;
 - (ix) all compensation must have been paid to the people affected by the portion of works related to the referred disbursement;
 - (x) evidence that for the fiscal year for which the disbursement tranche is requested, the Borrower has budgeted in its fiscal law the necessary budget for land acquisition and compensation for resettlement caused by the Project during the same fiscal year as estimated in the RAP document (for the first year of project) or the RAP monitoring report (for the subsequent years);
 - (xi) evidence of the implementation of the Resettlement Action Plan (RAP) for each section into which the contract for the civil works will be divided, prior to commencement of construction;
- (b) that on the Disbursement Date for the proposed Tranche:
- (i) the representations and warranties which are repeated pursuant to Article 6.15 are correct in all respects; and
 - (ii) no event or circumstance which constitutes or would with the passage of time or giving of notice under this Contract constitute:
 - (1) an Event of Default; or
 - (2) a Prepayment Event;
 has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.

1.4.C *Pro rata* Disbursement

Unless otherwise agreed by the Bank, the Borrower undertakes to deliver disbursement requests pursuant to each of this Contract and the AfDB Loan Agreement *pro rata* amongst the two co-financiers as far as the co-financing of the specific Project components (as described in Schedule A.1) is concerned, up to the available amount under each of this Contract and the AfDB Loan Agreement.

1.5 Deferment of disbursement

1.5.A Grounds for deferment

Upon the written request of the Borrower, the Bank shall defer the disbursement of any Notified Tranche in whole or in part to a date specified by the Borrower being a date falling not later than 6 (six) months from its Scheduled Disbursement Date and not later than 60 (sixty) days prior to the first repayment date of the Tranche indicated in the Disbursement Notice. In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

Any request for deferment shall have effect in respect of a Tranche only if it is made at least 7 (seven) Business Days before its Scheduled Disbursement Date.

If for a Notified Tranche any of the conditions referred to in Article 1.4 is not fulfilled as at the specified date and at the Scheduled Disbursement Date (or the date expected for disbursement in case of a previous deferment), disbursement will be deferred to a date agreed between the Bank and the Borrower falling not earlier than 5 (five) Business Days following the fulfilment of all conditions of disbursement (without prejudice to the right of the Bank to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.6.B). In such case, the Borrower shall pay the Deferment Indemnity calculated on the amount of disbursement deferred.

1.5.B Cancellation of a disbursement deferred by 6 (six) months

The Bank may, by notice in writing to the Borrower, cancel a disbursement which has been deferred under Article 1.5.A by more than 6 (six) months in aggregate. The cancelled amount shall remain available for disbursement under Article 1.2.

1.6 Cancellation and suspension

1.6.A Borrower's right to cancel

The Borrower may at any time by notice in writing to the Bank cancel, in whole or in part and with immediate effect, the undisbursed portion of the Credit. However, the notice shall have no effect in respect of a Notified Tranche which has a Scheduled Disbursement Date falling within 5 (five) Business Days of the date of the notice or a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.

1.6.B Bank's right to suspend and cancel

- (a) The Bank may, by notice in writing to the Borrower, suspend and/or cancel the undisbursed portion of the Credit in whole or in part at any time and with immediate effect:
 - (i) upon the occurrence of a Prepayment Event or an Event of Default or an event or circumstance which would with the passage of time or giving of notice under this Contract constitute a Prepayment Event or an Event of Default;
 - (ii) the Republic of Rwanda is no longer an eligible country for operations under the procedure set forth by the Cotonou Agreement;
 - (iii) if a Material Adverse Change occurs; or
 - (iv) if, acting reasonably, it is not satisfied that the warranties and undertakings given by the Borrower in Articles 6 and 8 have been complied with.
- (b) The Bank may also suspend the portion of the Credit in respect of which it has not issued a Disbursement Notice with immediate effect in the case that a Market Disruption Event occurs.
- (c) Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

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1.6.C Indemnity for suspension and cancellation of a Tranche

1.6.C(1) SUSPENSION

If the Bank suspends a Notified Tranche, whether upon an Indemnifiable Prepayment Event or an Event of Default or upon the occurrence of a Material Adverse Change, the Borrower shall pay to the Bank the Deferment Indemnity calculated on the amount of disbursement suspended.

1.6.C(2) CANCELLATION

If pursuant to Article 1.6.A, the Borrower cancels:

- (a) a Notified Tranche, it shall indemnify the Bank under Article 4.2.B;
- (b) any part of the Credit other than a Notified Tranche, no indemnity is payable.

If the Bank cancels:

- (i) a Notified Tranche upon an Indemnifiable Prepayment Event or upon the occurrence of a Material Adverse Change or pursuant to Article 1.5.B or Article 1.6.B(a)(ii), the Borrower shall pay to the Bank the Prepayment Indemnity; or
- (ii) a Notified Tranche upon an Event of Default, the Borrower shall indemnify the Bank under Article 10.3.

Save in these cases referred to in (i) and (ii) above, no indemnity is payable upon cancellation of a Tranche by the Bank.

The indemnity shall be calculated as if the cancelled amount had been disbursed and repaid on the Scheduled Disbursement Date or, to the extent that the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice.

1.7 Cancellation after expiry of the Credit

On the day following the Final Availability Date, and unless otherwise specifically agreed to in writing by the Bank, the part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.2.B shall be automatically cancelled, without any notice being served by the Bank to the Borrower and without liability arising on the part of either party.

1.8 Sums due under Article 1

Sums due under Articles 1.5 and 1.6 shall be payable in the currency of the Tranche concerned. They shall be payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's demand.

ARTICLE 2

The Loan

2.1 Amount of Loan

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.3.

2.2 Currency of repayment, interest and other charges

Interest, repayments and other charges payable in respect of each Tranche shall be made by the Borrower in the currency in which the Tranche is disbursed.

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Any other payment shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

2.3 Confirmation by the Bank

Within 10 (ten) days after disbursement of each Tranche, the Bank shall deliver to the Borrower the amortisation table referred to in Article 4.1, if appropriate, showing the Disbursement Date, currency, the amount disbursed, the repayment terms and the interest rate of and for that Tranche.

ARTICLE 3

Interest

3.1 Rate of interest

Interest shall accrue on the outstanding principal amount of each Tranche at the Subsidised Interest Rate (as defined below).

The Borrower shall pay interest on the outstanding balance of each Tranche at the Subsidised Interest Rate semi-annually in arrear on the relevant Payment Dates as specified in the Disbursement Notice, commencing on the first such Payment Date following the date on which the disbursement of the Tranche was made. If the period between the date on which disbursement was made and the first Payment Date is 30 (thirty) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

"Subsidised Interest Rate" means an annual rate of interest equal to the higher of:

- (a) the Fixed Rate less 3% (three per cent); and
- (b) 50% of the Fixed Rate.

Interest shall be calculated on the basis of Article 5.1.

3.2 Interest on overdue sums

Without prejudice to Article 10 and by way of exception to Article 3.1, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue subject to mandatory provisions of the applicable laws, including Article 1154 of the Luxembourg Civil Code on any overdue amount payable under the terms of this Contract from the due date to the date of payment at an annual rate equal to:

- (a) for overdue sums related to Tranches, the higher of (a) the applicable Fixed Rate plus 2% (200 basis points) or (b) the Relevant Interbank Rate plus 2% (200 basis points); and
- (b) for overdue sums other than under (a) above, the Relevant Interbank Rate plus 2% (200 basis points),

and shall be payable in accordance with the demand of the Bank. For the purpose of determining the Relevant Interbank Rate in relation to this Article 3.2, the relevant periods within the meaning of Schedule B shall be successive periods of 1 (one) month commencing on the due date.

Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.2.

If the overdue sum is in a currency other than the currency of the Loan, the following rate per annum shall apply, namely the relevant interbank rate that is generally retained by the Bank for transactions in that currency plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

3.3 Interest Rate Subsidy

The interest payable by the Borrower to the Bank shall benefit from the Subsidised Interest Rate. It is a condition of the availability of the Subsidised Interest Rate that the Borrower fulfils the conditions set out in Article 1.4.

The Bank may at any time suspend or cancel the application of the Subsidy upon the occurrence of any Event of Default or if, as a result of the Borrower's conduct, any fraud or corruption is found to have occurred in the Borrower's performance of the Project, in which case interest shall accrue and be payable at the Fixed Rate.

The Bank may also demand that the Borrower repay an amount equivalent to the Subsidy benefit that the Borrower has received if, as a result of the Borrower's conduct, any fraud or corruption is found to have occurred in the performance of the Project.

3.4 Market Disruption Event

If at any time (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche, and (ii) until the date falling 30 (thirty) calendar days prior to the Scheduled Disbursement Date, a Market Disruption Event occurs, the Bank may notify to the Borrower that this clause has come into effect. In such case, the rate of interest applicable to such Notified Tranche until the Maturity Date, shall be the percentage rate per annum which is the sum of:

- (i) the Margin; and
- (ii) the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notification and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2.B. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement and the conditions thereof shall be fully binding for both parties.

The Fixed Rate and the Subsidised Interest Rate previously notified by the Bank in the Disbursement Notice shall no longer be applicable.

ARTICLE 4

Repayment

4.1 Normal repayment

4.1.A Repayment by instalments

- (a) The Borrower shall repay each Tranche by instalments on the Payment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.
- (b) Each amortisation table shall be drawn up on the basis that:

- (i) repayment shall be made semi-annually by equal instalments of principal or constant instalments of principal and interest;
- (ii) first repayment date of each Tranche shall be a Payment Date falling not earlier than 60 (sixty) days from the Scheduled Disbursement Date and not later than the first Payment Date immediately following the 5th (fifth) anniversary of the Scheduled Disbursement Date of the Tranche; and
- (iii) the last repayment date of each Tranche shall be a Payment Date falling not earlier than 4 (four) years and not later than 25 (twenty-five) years from the Scheduled Disbursement Date.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request with at least 1 (one) month's prior notice specifying (i) the Prepayment Amount; (ii) the Prepayment Date; (iii) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and (iv) the contract number ("FI nr") mentioned on the cover page of this Contract.

Subject to Article 4.2.C the Prepayment Request shall be binding and irrevocable.

4.2.B Prepayment indemnity

If the Borrower prepays a Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Tranche which is being prepaid.

4.2.C Prepayment mechanics

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.2.B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and the Acceptance Deadline.

If the Borrower accepts the Prepayment Notice no later than by the Acceptance Deadline, it shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the prepayment by the payment of accrued interest and indemnity, if any, due on the Prepayment Amount, as specified in the Prepayment Notice.

4.3 Compulsory prepayment

4.3.A Prepayment Events

4.3.A(1) PROJECT COST REDUCTION

If the total cost of the Project falls below the figure stated in Recital (b) so that the amount of the Credit exceeds 50% (fifty per cent) of such total cost of the Project, the Bank may forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan up to the amount by which the Credit exceeds 50% (fifty per cent) of the total cost of the Project. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.A(2) PARI PASSU TO NON-EIB FINANCING

If the Borrower voluntarily prepays (for the avoidance of doubt, prepayment shall include a repurchase or cancellation where applicable) a part or the whole of any Non-EIB Financing and:

- (a) such prepayment is not made within a revolving credit facility (save for the cancellation of the revolving credit facility); or
- (b) such prepayment is not made out of the proceeds of a loan or other indebtedness having a term at least equal to the unexpired term of the Non-EIB Financing prepaid;

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan. The proportion of the Loan that the Bank may require to be prepaid shall be the same as the proportion that the prepaid amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article, "Non-EIB Financing" includes any loan, (save for the Loan and any other direct loans from the Bank to the Borrower, credit bond or other form of financial indebtedness or any obligation for the payment or repayment of money originally granted to the Borrower for a term of more than 3 (three) years.

4.3.A(3) CHANGE OF CONTROL

The Borrower shall promptly inform the Bank if a Change-of-Control Event has occurred or is likely to occur in respect of the Promoter. At any time after the occurrence of a Change-of-Control Event, the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract.

In addition, if the Borrower has informed the Bank that a Change-of-Control Event is about to occur, or if the Bank has reasonable cause to believe that a Change-of-Control Event is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. After the earlier of (a) the lapse of 30 (thirty) days from the date of such request for consultation, or (b) at any time thereafter, upon the occurrence of the anticipated Change-of-Control Event the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article a "Change-of-Control Event" occurs if the Borrower ceases to own more than 50% of the Promoter.

4.3.A(4) CHANGE OF LAW

The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that the effects of the Change-of-Law Event cannot be mitigated to its satisfaction, the Bank may by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

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For the purposes of this Article "Change-of-Law Event" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which, in the opinion of the Bank, would materially impair the Borrower's ability to perform its obligations under this Contract or the Promoter's ability to perform its obligations under the Project Agreement.

4.3.A(5) ILLEGALITY

If:

- (a) it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated in this Contract or to fund or maintain the Loan; or
- (b) the Cotonou Agreement is or is likely to be:
 - (i) repudiated by the Borrower or not binding on the Borrower in any respect; or
 - (ii) not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms,

the Bank may, by notice to the Borrower, immediately (i) suspend or cancel the undisbursed portion of the Credit and/or (ii) demand prepayment of the Loan, together with accrued interest and all other amounts accrued or outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

4.3.A(6) BREACH OF THE PROJECT AGREEMENT

In the event that the Promoter is in breach of any provision of the Project Agreement, the Bank may by notice to the Borrower require the Borrower to procure that such breach is remedied within 30 (thirty) days from the date of the Bank's notice failing which the Bank may cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

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4.3.A(7) BREACH OF THE GRANT AGREEMENT

In the event that the Borrower or the Promoter is in breach of any provision of the Grant Agreement, the Bank may by notice to the Borrower require the Borrower to remedy the breach or to procure that such breach is remedied by the Promoter as appropriate, within 30 (thirty) days from the date of the Bank's notice failing which the Bank may cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C and Article 4.4, shall be paid on the date indicated by the Bank in its notice of demand.

4.3.C Prepayment indemnity

In the case of an Indemnifiable Prepayment Event, the indemnity, if any, shall be determined in accordance with Article 4.2.B.

4.4 General

A repaid or prepaid amount may not be reborrowed. This Article 4 shall not prejudice Article 10.

If the Borrower prepays a Tranche on a date other than a relevant Payment Date, the Borrower shall indemnify the Bank in such amount as the Bank shall certify is required to compensate it for receipt of funds otherwise than on a relevant Payment Date.

ARTICLE 5

Payments

5.1 Day count convention

Any amount due by way of interest or indemnities due under a Tranche from the Borrower under this Contract, and calculated in respect of a fraction of a year, shall be determined on the basis of a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days.

5.2 Time and place of payment

Unless otherwise specified in this Contract or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand.

Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) days before the date of the first payment to which the change applies. This period of notice does not apply in the case of payment under Article 10.

The Borrower shall indicate in each payment made hereunder the contract number ("FI nr") found on the cover page of this Contract.

A sum due from the Borrower shall be deemed paid when the Bank receives it.

Any disbursements by and payments to the Bank and/or the Borrower under this Contract shall be made using account(s) acceptable to the Bank. For the avoidance of doubt, any account in the name of the Borrower and/or the Promoter respectively held with a duly authorised financial institution in the jurisdiction where the Borrower and the Promoter respectively is incorporated or where the Project is undertaken is deemed acceptable to the Bank.

5.3 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5.4 Disruption to Payment Systems

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Contract as the Bank may deem necessary in the circumstances;
- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and

- (c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.4.

5.5 Application of sums received

5.5.A General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.

5.5.B Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment:

- (a) firstly, in or towards payment pro rata of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (b) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;
- (c) thirdly, in or towards payment of any principal due but unpaid under this Contract; and
- (d) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

5.5.C Allocation of sums related to Tranches

- (a) In case of:
 - (i) a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied pro rata to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity; or
 - (ii) a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.
- (b) Sums received by the Bank following a demand under Article 10.1 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.
- (c) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

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ARTICLE 6

Borrower undertakings and representations

The undertakings in this Article 6 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

A. PROJECT UNDERTAKINGS

6.1 Use of Loan and availability of other funds

The Borrower shall immediately transfer all amounts disbursed hereunder to the Promoter under the Grant Agreement and shall ensure that the Promoter use all amounts borrowed by it under the Loan for the execution of the Project.

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The Borrower shall ensure that it has available to it the other funds listed in Recital (b) and that such funds are expended, to the extent required, on the financing of the Project.

6.2 Completion of Project

The Borrower shall ensure that the Promoter carries out the Project in accordance with the Technical Description, as may be modified from time to time with the approval of the Bank, and completes it by the final date specified therein.

6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (b), the Borrower and/or the Promoter shall obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

6.4 Procurement procedure

The Borrower undertakes to ensure that the Promoter purchases equipment, secures services and orders works for the Project by acceptable procurement procedures complying, to the Bank's satisfaction, with its policy as described in its Guide to Procurement.

6.5 Continuing Project undertakings

The Borrower shall, and shall ensure that the Promoter shall:

- (a) **Maintenance:** maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;
- (b) **Project assets:** unless the Bank shall have given its prior consent in writing retain title to and possession of all or substantially all the assets comprising the Project or, as appropriate, replace and renew such assets and maintain the Project in substantially continuous operation in accordance with its original purpose; provided that the Bank may withhold its consent only where the proposed action would prejudice the Bank's interests as lender to the Borrower or would render the Project ineligible for financing by the Bank under its Statute or under article 309 of the Treaty on the Functioning of the European Union;
- (c) **Insurance:** insure all works and property forming part of the Project with first class insurance companies in accordance with the most comprehensive relevant industry practice;
- (d) **Rights and Permits:** maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Project;
- (e) **Environment and Social:**
 - (i) implement and operate the Project in compliance with Environmental and Social Standards; and
 - (ii) obtain, maintain and comply with requisite Environmental and Social Approvals for the Project;
- (f) **Law:** execute and operate the Project in accordance with the relevant laws of the Republic of Rwanda and the relevant standards of EU law, save for any general derogation made by the European Union;
- (g) **Compensation:** pay all necessary compensation for resettlement caused by the Project to all persons affected by the Project;
- (h) **Tariffs:** adjust the tariff in line with the relevant applicable law and the established procedure to the satisfaction of the Bank;

- (i) **Independent audit in relation to the RAP:** ensure that an independent audit is carried out to verify the satisfactory implementation of the Resettlement Action Plan.

6.6 Financial viability of the Promoter

The Borrower shall ensure financial viability of the Promoter during the whole life of the Loan, to the satisfaction of the Bank.

B. GENERAL UNDERTAKINGS

6.7 Disposal of assets

- (a) Except as provided below, the Borrower shall procure that the Promoter shall not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily dispose of any part of its assets
- (b) Paragraph (a) above does not apply to any disposal of assets for fair market value and at arm's length:
 - (i) made in the ordinary course of trading of the disposing entity;
 - (ii) made in exchange for other assets comparable or superior as to type, value and quality;
 - (iii) made with the prior written consent of the Bank,

in each case other than assets forming part of the Project pursuant to Article 6.5(b) and all shares in subsidiaries holding assets forming part of the Project which may not be disposed of.

For the purposes of this Article, "dispose" and "disposal" includes any act effecting sale, transfer, lease or other disposal.

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6.8 Compliance with laws

The Borrower shall comply and shall ensure the Promoter complies in all respects with all laws and regulations to which they or the Project are subject.

6.9 Change in business

The Borrower shall, and shall ensure that the Promoter shall, procure that no substantial change is made to the core business of the Promoter from that carried on at the date of this Contract.

6.10 Change in Constitution

The Borrower shall ensure that there is no material change to the constitution and mandate of the Promoter, without prior consultation with the Bank.

6.11 Books and records

The Borrower shall:

- a) ensure that the Promoter has kept and will continue to keep proper books and records of account, in which full and correct entries shall be made of all of its financial transactions, assets and business, including expenditures in connection with the Project, in accordance with GAAP as in effect from time to time; and
- b) ensure that the Promoter keep records of contracts financed with the proceeds of the Loan (including a copy of the contract(s) and material documents relating to the procurement) for at least 6 (six) years from full and final performance of such contracts.

6.12 Integrity

The Borrower undertakes:

a) **Prohibited Conduct:**

- (i) not to engage in (and shall not authorise or permit any person acting on its behalf engage in) and shall procure that the Promoter does not engage in any Prohibited Conduct in connection with the Project, any tendering procedure for the Project, or any transaction contemplated by the Contract, the Grant Agreement or the Project Agreement;
- (ii) to take such action as the Bank shall reasonably request to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Promoter and/or the Project; and
- (iii) to ensure that contracts financed by this Loan include the necessary provisions to enable the Borrower to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Promoter and/or the Project.

b) **Sanctions:** not to, and shall procure that the Promoter shall not (i) enter into a business relationship with any Sanctioned Person, or (ii) make any funds available to or for the benefit of, directly or indirectly, any Sanctioned Person.

c) **Borrower's government officials and Promoter's management:** to take within a reasonable timeframe appropriate measures in respect of any of the Borrower's government officials and/or any member of the Promoter's board of directors and management who:

- (i) becomes a Sanctioned Person; or
- (ii) is the subject of a final and irrevocable court ruling in connection with Prohibited Conduct perpetrated in the course of the exercise of their professional duties;

in order to ensure that such government official and/or member(s) of the Promoter's board of director's or management is suspended, dismissed or in any case excluded from any of the Borrower's and/or Promoter's activity in relation to the Loan and to the Project.

d) **Appropriate measures:** to take, within a reasonable timeframe, appropriate measures in respect of any agent of the Borrower and any member of the board of directors or management of the Promoter, and/or any person acting on their behalf, who is the subject of a court ruling in connection with any investigation involving the Borrower or the Promoter or/and Prohibited Conduct perpetrated in the course of the exercise of his/her/their professional duties in order to ensure that such member is excluded from any Borrower and/or Promoter activity in relation to the Loan and/or the Project.

6.13 Grant Agreement:

(a) The Borrower undertakes that it shall enter into the Grant Agreement with the Promoter, which shall, without limitation:

- (i) specify that the proceeds of the loan from the Borrower to the Promoter shall be used solely for the financing of the Project in accordance with the terms of this Agreement and the Project Agreement;
- (ii) specify financial terms and conditions satisfactory to the Bank.

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- (b) The Borrower undertakes not to abrogate, revoke or materially vary, amend or waive the Grant Agreement or any terms thereof, save with the prior written agreement of the Bank.
- (c) The Borrower undertakes to inform the Bank as soon as its becomes aware of any default by the Promoter under the Grant Agreement, and to inform the Bank of any action it proposes to take in relation thereto.

6.14 Project Agreement

The Borrower shall procure that the Promoter complies, at all times, with all terms and conditions under the Project Agreement.

6.15 General Representations and Warranties

The Borrower represents and warrants to the Bank that:

- (a) the Promoter is duly established and validly existing as a company limited by shares fully owned by the Government of Rwanda, registered since 1st August 2014 with the Rwanda Development Board (Office of the Registrar General) under number 103370539 and it has power to carry on its business as it is now being conducted and to own its property and other assets;
- (b) the Borrower has the power to execute, deliver and perform its obligations under this Contract and all necessary action has been taken to authorise the execution, delivery and performance of the same by it;
- (c) this Contract constitutes its legally valid, binding and enforceable obligations;
- (d) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not contravene or conflict with:
 - (i) any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
 - (ii) any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract;
- (e) the latest available consolidated audited accounts of the Promoter have been prepared on a basis consistent with previous years and have been approved by its auditors as representing a true and fair view of the results of its operations for that year and accurately disclose or reserve against all the liabilities (actual or contingent) of the Promoter;
- (f) there has been no Material Adverse Change since 6 October 2017.
- (g) no event or circumstance which constitutes a Prepayment Event or an Event of Default has occurred and is continuing unremedied or unwaived;
- (h) no litigation, arbitration, administrative proceedings or investigation is current or to its knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or any of its subsidiaries any unsatisfied judgement or award;
- (i) it has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;
- (j) the Promoter is the sole legal and beneficial owner and has good title to the assets forming part of the Project;
- (k) The Borrower's payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its debt instruments except for obligations mandatorily preferred by law applying to companies generally;

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- (l) it is in compliance with Article 6.5(e) and to the best of its knowledge and belief (having made due and careful enquiry) no Environmental or Social Claim has been commenced or is threatened against it; and
- (m) it is in compliance with all undertakings under this Article 6;
- (n) no loss of rating clause or financial covenants have been concluded with any other creditor of the Borrower;
- (o) to the best of its knowledge, no funds invested in the Project by the Borrower and/or the Promoter or by their respective controlling entities are of illicit origin, including products of Money Laundering or linked to the Financing of Terrorism;
- (p) none of the Borrower, the Promoter, their respective agents, officers and directors nor any other person acting on their behalf or under their control has committed nor will commit (i) any Prohibited Conduct in connection with the Project or any transaction contemplated by the Contract or any other document in connection with the Project, or (ii) any illegal activity related to the Financing of Terrorism or Money Laundering;
- (q) the Project (including without limitation, the negotiation, award and performance of contracts financed or to be financed by the Loan) has not involved or given rise to any Prohibited Conduct; and

The representations and warranties set out above shall survive the execution of this Contract and are, with the exception of the representation set out in paragraph (f) above, deemed repeated on each date of Disbursement Request, Disbursement Date and on each Payment Date.

ARTICLE 7

Security

7.1 Pari passu ranking

The Borrower shall ensure that its payment obligations under this Contract rank, and will rank, not less than pari passu in right of payment with all other present and future unsecured and unsubordinated obligations under any of its External Debt Instruments.

In particular, if the Bank makes a demand under Article 10.01 or if an event or potential event of default under any unsecured and unsubordinated External Debt Instrument of the Borrower or of any of its agencies or instrumentalities has occurred and is continuing, the Borrower shall not make (or authorize) any payment in respect of any other such External Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for payment on the next Payment Date a sum equal to, the same proportion of the debt outstanding under this Contract as the proportion that the payment under such External Debt Instrument bears to the total debt outstanding under that External Debt Instrument. For this purpose, any payment of an External Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the External Debt Instrument have subscribed, shall be disregarded.

In this Contract, "External Debt Instrument" means (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee granted by the Borrower for an obligation of a third party; provided in each case that such obligation is: (i) governed by a system of law other than the law of the Borrower; or (ii) payable in a currency other than the currency of the Borrower's country; or (iii) payable to a person incorporated, domiciled, resident or with its head office or principal place of business outside the Borrower's country.

7.2 Security

Should the Borrower grant to a third party any security for the performance of any External Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

7.3 Clauses by inclusion

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause, and/or a cross default clause and/or a *pari passu* clause not provided for in this Contract or is more favourable to the relevant financial creditor than the equivalent provision(s) of this Contract, the Borrower shall promptly so inform the Bank and shall, at the request of the Bank, forthwith execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

ARTICLE 8

Information and Visits

8.1 Information concerning the Project

The Borrower shall, and/or shall ensure that the Promoter, where appropriate, shall:

(a) deliver to the Bank:

- (i) the information in content and in form, and at the times, specified in Schedule A.2 or otherwise as agreed from time to time by the parties to this Contract; and
- (ii) any such information or further document concerning the financing, procurement, implementation, operation of the Project and related environmental or social matters as the Bank may reasonably require within a reasonable time;

provided always that if such information or document is not delivered to the Bank on time, and the Borrower and/or the Promoter do not rectify the omission within a reasonable time set by the Bank in writing, the Bank may remedy the deficiency, to the extent feasible, by employing its own staff or a consultant or any other third party, at the Borrower's expense and the Borrower shall provide such persons with all assistance necessary for the purpose;

(b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, inter alia, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;

(c) promptly inform the Bank of:

- (i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or any Environmental or Social Claim that is to its knowledge commenced, pending or threatened against it; and
- (ii) any fact or event known to the Borrower and/or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of the Project;
- (iii) any non-compliance by any party with any Environmental and Social Law;
- (iv) any suspension, revocation or modification of any Environmental and Social Approval,

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- (v) a genuine allegation or complaint with regard to any Prohibited Conduct related to the Project; and
 - (vi) should it become aware of any fact or information confirming or reasonably suggesting that (a) any Prohibited Conduct has occurred in connection with the Project, or (b) any of the funds invested in the share capital of the Promoter or in the Project was derived from an illicit origin;
- and set out the action to be taken with respect to such matters; and
- (d) provide to the Bank, if so requested:
 - (i) a certificate of its insurers showing fulfilment of the requirements of Article 6.5(c); and
 - (ii) annually, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums; and
 - (iii) true copies of contracts financed with the proceeds of the Loan and evidence of expenditures relating to disbursements.

8.2 Information concerning the Borrower and the Promoter

The Borrower shall, and/or shall ensure that the Promoter, where appropriate, shall:

- (a) deliver to the Bank:
 - (i) as soon as they become available but in any event within 180 (one hundred and eighty) days after the end of each of its financial years its audited consolidated annual report, balance sheet, profit and loss account and auditors report for that financial year; and
 - (ii) from time to time, such further information on the Promoter's general financial situation as the Bank may reasonably require or such certificates of compliance with the undertakings of Article 6 as the Bank may deem necessary;
- (b) inform the Bank immediately of:
 - (i) any material alteration to the Promoter's statutes or shareholding structure and of any change of ownership of 5% or more of its shares after the date of this Contract;
 - (ii) any fact which obliges it to prepay any financial indebtedness or any European Union funding;
 - (iii) any event or decision that constitutes or may result in a Prepayment Event;
 - (iv) any intention on its part to grant any Security over any of its assets in favour of a third party;
 - (v) any intention on its part to sell, transfer, lease or otherwise dispose of its assets and which could trigger a breach of Article 6.7;
 - (vi) any intention on its part to relinquish ownership of any material component of the Project;
 - (vii) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract, and/or the Borrower or Promoter under the Grant Agreement or the Project Agreement;
 - (viii) any Event of Default having occurred or being threatened or anticipated;
 - (ix) any fact or event which results in (a) any agent of the Borrower, or (b) any member of the Promoter's management bodies or any of its controlling entities being a Sanctioned Person;

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- (x) to the extent permitted by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against the Borrower or the Promoter or its controlling entities or agents of the Borrower or the Promoter's management bodies in connection with Prohibited Conduct related to the Loan or the Project;
- (xi) any measure taken by the Borrower or the Promoter pursuant to Article 6.12 of this Contract; or
- (xii) any litigation, arbitration or administrative proceedings or investigation which is current, threatened or pending and which might if adversely determined result in a Material Adverse Change;

8.3 Visits, Right of Access and Investigation

- (a) The Borrower shall, and shall ensure that the Promoter shall, allow persons designated by the Bank, as well as persons designated by the competent EU institutions including the Court of Auditors of the European Communities, the European Commission and the European Anti-Fraud Office, to:
 - (i) visit the sites, installations and works comprising the Project and to conduct such checks as they may wish for purposes connected with this Contract and the financing of the Project;
 - (ii) interview representatives of the Borrower and/or Promoter, and not obstruct contacts with any other person involved in or affected by the Project; and
 - (iii) review the Borrower's and/or Promoter's books and records in relation to the execution of the Project and to be able to take copies of related documents to the extent permitted by the law.
- (b) The Borrower shall, and shall ensure that the Promoter shall, facilitate investigations by the Bank and by any other competent authority of the European Union institutions or bodies in connection with any alleged or suspected occurrence of a Prohibited Conduct and shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.
- (c) The Borrower acknowledges that the Bank may be obliged to communicate information relating to the Borrower and/or the Promoter and the Project to any competent institution or body of the European Union including the Court of Auditors of the European Union, the European Commission and the European Anti-Fraud office as are necessary for the performance of their tasks in accordance with the laws of the European Union.

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ARTICLE 9

Charges and expenses

9.1 Taxes, duties and fees

The Borrower shall pay all Taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation, perfection, registration or enforcement of any Security for the Loan to the extent applicable.

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without deduction of any national or local impositions whatsoever; provided that, if the Borrower is obliged to make any such deduction, it will gross up the payment to the Bank so that after deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 Other charges

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, enforcement and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management, enforcement and realisation of any security for the Loan.

9.3 Increased costs, indemnity and set-off

- (a) The Borrower shall pay to the Bank any sums or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation made after the date of signature of this Contract, in accordance with or as a result of which (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.
- (b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any payment or partial discharge that takes place in a manner other than as expressly set out in this Contract.
- (c) The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.

ARTICLE 10

Events of Default

10.1 Right to demand repayment

The Borrower shall repay all or part of the Loan (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

10.1.A Immediate demand

The Bank may make such demand immediately, without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step:

- (a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, unless (i) its failure to pay is caused by an administrative or technical error or a Disruption Event and (ii) payment is made within 3 (three) Business Days of its due date;

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- (b) if any information or document given to the Bank by or on behalf of the Borrower and/or the Promoter or any representation, warranty or statement made or deemed to be made by the Borrower or the Promoter in or pursuant to this Contract or the Project Agreement or in connection with the negotiation or performance of this Contract or the Project Agreement is or proves to have been incorrect, incomplete or misleading in any material respect;
- (c) if, following any default of the Borrower in relation to any loan, or any obligation arising out of any financial transaction, other than the Loan,
 - (i) the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity such other loan or obligation or
 - (ii) any financial commitment for such other loan or obligation is cancelled or suspended;
- (d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or seeks to make a composition with its creditors;
- (e) if any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, dissolution, administration or reorganisation (by way of voluntary arrangement or otherwise), including in particular without however being limited to bankruptcy, controlled management, suspension of payments, arrangement with creditors and judicial liquidation proceedings or any analogous procedure or step is taken in any jurisdiction or an order is made or an effective resolution is passed for the winding up of the Promoter, or if the Promoter takes steps towards a substantial reduction in its capital, is declared insolvent or ceases or resolves to cease to carry on the whole or any substantial part of its business or activities;
- (f) if an encumbrancer takes possession of, or a receiver, liquidator, administrator, administrative receiver or similar officer is appointed, whether by a court of competent jurisdiction or by any competent administrative authority or by any person, of or over, any part of the business or assets of the Promoter or any property forming part of the Project;
- (g) if the Borrower or the Promoter defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank;
- (h) if the Borrower or the Promoter defaults in the performance of any obligation in respect of any other loan made to it from the resources of the Bank or the European Union;
- (i) if any expropriation, attachment, arrestment, distress, execution, sequestration or other process is levied or enforced upon the property of the Borrower or the Promoter or any property forming part of the Project and is not discharged or stayed within 14 (fourteen) days;
- (j) if a Material Adverse Change occurs, as compared with the Borrower's condition or the Promoter's condition at the date of this Contract; or
- (k) if it is or becomes unlawful for the Borrower or the Promoter to perform any of its obligations under this Contract or the Project Agreement or this Contract or the Project Agreement is not effective in accordance with its terms or is alleged by the Borrower or the Promoter to be ineffective in accordance with its terms.

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10.1.B Demand after notice to remedy

The Bank may also make such demand, without prior notice (*mise en demeure préalable*) or any judicial or extra judicial step (without prejudice to any contractual notice required where the non-compliance or circumstance giving rise to the non-compliance is capable of remedy):

- (a) if the Borrower fails to comply with any obligation under this Contract not being an obligation mentioned in Article 10.1.A or the Borrower and/or the Promoter fails to comply with any obligation under the Project Agreement; or
- (b) if any fact related to the Borrower or the Project stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project,

unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower or the Promoter as appropriate.

10.2 Other rights at law

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan.

10.3 Indemnity

In case of demand under Article 10.1 in respect of any Tranche, the Borrower shall pay to the Bank the amount demanded together with the Prepayment Indemnity on any amount of principal due to be prepaid. Such Prepayment Indemnity shall accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified.

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date of prepayment specified in the Bank's demand.

10.4 Non-Waiver

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE 11

Law and jurisdiction, miscellaneous.

11.1 Governing Law

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Luxembourg.

11.2 Jurisdiction

- (a) The Court of Justice of the European Union has exclusive jurisdiction to settle any dispute arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.
- (b) The parties agree that the Court of Justice of the European Union is the most appropriate and convenient court to settle any disputes between them and, accordingly, that they will not argue to the contrary.
- (c) The parties to this Contract hereby waive any immunity from or right to object to the jurisdiction of these courts. A decision of the courts given pursuant to this Article shall be conclusive and binding on each party without restriction or reservation.

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11.3 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, shall be the seat of the Bank.

11.4 Evidence of sums due

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be *prima facie* evidence of such amount or rate.

11.5 Entire Agreement

This Contract constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.6 Invalidity

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.7 Amendments

Any amendment to this Contract shall be made in writing and shall be signed by the parties hereto.

11.8 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

ARTICLE 12

Final clauses

12.1 Notices to either party

Notices and other communications given under this Contract addressed to either party to this Contract shall be made to the address or facsimile number as set out below, or to such other address or facsimile number as a party previously notifies to the other in writing:

For the Bank	Attention: Head of Division Sub-Saharan Africa 100 boulevard Konrad Adenauer L-2950 Luxembourg Facsimile no: +(352) 4379 53083
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For the Borrower	Attention: Minister of Finance and Economic Planning - Republic of Rwanda P.O. Box 158 Kigali, Republic of Rwanda Facsimile no.: +(250) 252 575 756
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For the Promoter	Attention: Chief Executive Officer – Water and Sanitation Corporation (WASAC) KN5rd, WASAC Ltd .HQ, Rukiri I, Gasabo District, Kigali City P.O Box 2331 Kigali, Republic of Rwanda Facsimile no.: +(250) 788 181 200
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Unless the Borrower shall otherwise specify in writing to the Bank, the Division Manager of the External Finance Division shall be responsible for contacts with the Bank for the purposes of Articles 6.15, 8.01, 8.02 and 8.03.

12.2 Form of notice

Any notice or other communication given under this Contract must be in writing.

Notices and other communications, for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter or facsimile. Such notices and communications shall be deemed to have been received by the other party on the date of delivery in relation to a hand-delivered or registered letter or on receipt of transmission in relation to a facsimile.

Other notices and communications may be made by hand delivery, registered letter or facsimile or, to the extent agreed by the parties by written agreement, by email or other electronic communication.

Without affecting the validity of any notice delivered by facsimile according to the paragraphs above, a copy of each notice delivered by facsimile shall also be sent by letter to the relevant party on the next following Business Day at the latest.

Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.

CKG

12.3 Recitals, Schedules and Annexes

The Recitals and following Schedules form part of this Contract:

Schedule A	Technical Description and reporting
Schedule B	Definition of EURIBOR and LIBOR
Schedule C	Form of Disbursement Request
Schedule D	Certificates to be provided by the Borrower

The following Annexes are attached hereto:

- Presidential Order date 25.03.2013 appointing the Minister of Finance and Economic Planning
- Excerpt from the Official Gazette n° Special of 05/11/2013 (Article 50 "Authority to borrow")

OKG


The parties hereto have caused this Contract to be executed in 3 (three) originals in the English language.


At Kigali, this 28th December 2017


At Luxembourg, this 28th December 2017

Signed for and on behalf of
REPUBLIC OF RWANDA

Signed for and on behalf of
EUROPEAN INVESTMENT BANK


Claver GATETE
Minister of Finance and
Economic Planning


Diederik ZAMBON
Head of Division


Borja OXANGOITI
Legal Counsel

Schedule A

Technical Description and Reporting

A.1 Technical Description (Article 6.2)

Purpose, Location

Wastewater in Kigali is predominantly treated through septic tanks and pit latrines. Septic tanks are currently emptied by tanker trucks, which discharge the septage in dedicated ponds near the city's central solid waste disposal site. However, the septage liquid from these ponds infiltrates into the soil and groundwater, or overflows into the open surface water surrounding the city. In addition, most of the generated wastewater that does not enter the septic tanks is discharged directly in open watercourses and rainwater drainage system without any treatment, ending in Nyabarongo River carrying all pollutants from the capital City of Kigali (CoK). The project aims at building the first waterborne sewage system in part of Rwanda's capital city, Kigali (above 1 million inhabitants) and is a Greenfield project, as there is currently only onsite sanitation infrastructure in the city.

The overall objective of the Kigali Central Sewerage Project is to improve collective sanitation services through consumer connections to a sewerage system within the city of Kigali, along with the construction of a wastewater treatment plant (WWTP). This will enhance the public health resilience of the city's inhabitants whilst also protecting the environment of Kigali, its water catchments and the Nyabarongo River which is a tributary of the Akagera River, that mouths into Lake Victoria. The design principles are based on a modular approach: The current project targets the city centre and is designed for a people equivalent (p.e.) of 120,000 for most of its components (sewer network and wastewater treatment plant) corresponding to a 2025 horizon. However, the footprint of the wastewater treatment plant's site is such that it allows expansion upto a "full capacity" of 550,000 p.e. The main sewage collector, which is located at the bottom of a valley, is also designed for the "full capacity" flow in order to avoid future disruption in the road and urban infrastructure when upstream sewer networks are extended.

The project is co-financed with African Development Bank (AfDB) and Government of Rwanda (GoR).

Description

The proposed Kigali Wastewater Project includes sewerage collection networks in the central part of Kigali, a trunk main to transport the collected wastewater to a location about 2 km east of the city, and a wastewater treatment plant with a capacity of 12,000m³/day to treat this wastewater. This plant also includes facilities for sludge processing and maturation ponds.

The project outputs are composed of:

- Wastewater treatment plant with a chemically enhanced primary treatment, activated sludge treatment and maturation ponds with a 12,000 m³/day capacity;
- Trunk sewer transporting effluent to the wastewater treatment plant (approximately 3 km total length);
- Sewers network (approximately 86 km);
- Two pumping stations.

Calendar

The project is located in central Kigali city in Rwanda. It is expected to be implemented in the period 2018 to 2023.

A.2 Information Duties under Article 8.1(a)

1. Dispatch of information: designation of the person responsible

The information below has to be sent to the Bank under the responsibility of:

	Financial Contact	Technical Contact
Company	<i>MINECOFIN</i>	<i>WASAC</i>
Contact person	Innocent MUGABE	<i>Eric HABUMUREMYI</i>
Title	External Resource Mobilization Expert	Senior Engineer
Function / Department financial and technical	Ministry of Finance and Economic Planning/External Finance Division	WASAC/Water and Sanitation Development Department
Address	<i>PO Box 158 Kigali, Rwanda</i>	<i>PO Box 2331 Kigali, Rwanda</i>
Phone	<i>+250 788 761 838</i>	<i>+250 733 336 229</i>
Fax	<i>+250 252 575 756</i>	
Email	innocent.mugabe@minecofin.gov.rw	ehabumuremyi@wasac.rw

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being. The Borrower shall inform the EIB immediately in case of any change.

2. Information on specific subjects

Document / Information	Deadline	Frequency of reporting
<ul style="list-style-type: none"> - <i>Updated financial model demonstrating the promoter's financial viability, accompanied by the latest decisions approving tariffs, grant contributions or any similar instrument in support of the operator's financial viability</i> - <i>Promoter's Annual financial statements</i> 		<i>Annually</i>

3. Information on the project's implementation

The Borrower shall deliver to the Bank the following information on project progress during implementation at the latest by the deadline indicated below.

Document / information	Deadline	Frequency of reporting

CKG

Project Progress Report <ul style="list-style-type: none"> - A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope; - Update on the date of completion of each of the main project's components, explaining reasons for any possible delay; - Update on the cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost; - A description of any major issue with impact on the environment and social aspects of the project (RAP, ESMP and SEP); - Update of the procurement plan; - Update on the project's demand or usage and comments; - Any significant issue that has occurred and any significant risk that may affect the project's operation; - Any legal action concerning the project that may be on-going; - Non-confidential project-related pictures, if available. 	15 th of the month	Quarterly
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4. Information on the end of works and first year of operation

The Borrower shall deliver to the Bank the following information on project completion and initial operation at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
------------------------	------------------------------

ChG

2023 December

Project Completion Report, including:

- A final *Technical Description* of the project as completed, explaining the reasons for any significant change compared to the *Technical Description* in A.1.;
- The date of completion of each of the main project's components, explaining reasons for any possible delay;
- The final cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost;
- Employment effects of the project: person-days required during implementation as well as permanent new jobs created;
- A description of any major issue with impact on the environment and social aspects of the project (RAP, ESMP and SEP);
- Update on procurement procedures and explanation of deviations from the procurement plan;
- Update on the project's demand or usage and comments;
- Any significant issue that has occurred and any significant risk that may affect the project's operation;
- Any legal action concerning the project that may be on going.
- Non-confidential project-related pictures, if available.
- An update on the following Monitoring Indicators:

Outputs	Units
Capacity of wastewater treatment plant built	M ³ /d and p.e.
Length of sewer and trunk main built	km
Domestic sewer connections	nr

Outcomes	
Energy consumption wastewater treatment	kWh/m ³
Additional industrial and commercial connections	nr
Staffing level for wastewater management	FTE/1000 customers
Persons benefitting from improved sanitation services	nr
Wastewater treated to acceptable standards	pe

The financing for this project benefits from an EU guarantee to the Bank under DECISION No 466/2014/EU of the European Parliament and of the Council. Pursuant to Article 9 (2) of this Decision, the Bank "shall require the project promoters to carry out thorough monitoring during project implementation until completion, inter alia, on the economic, development, social, environmental and human rights impact of the investment project. The EIB shall verify on a regular basis the information provided by the project promoters and make it publicly available if the project promoter agrees. Where possible, project completion reports related to EIB financing operations shall be published excluding confidential information."

Accordingly, and without prejudice to the Bank's obligation to make publicly available any project-related environmental information under Aarhus Convention, the Bank shall make publicly available all information provided by the Borrower in the Project Progress Reports and Project Completion Report provided that such information is expressly marked by the Borrower as "for publication on the EIB website".

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Alternatively, the Borrower may also decide to publish this information on its own website and provide the EIB with the corresponding link (URL) which will be used as a source for EIB publication.

The EIB will not take any responsibility for the content of such information made public on its website. Documents marked as "for publication on the EIB website" will be published as received and will not be edited by the EIB. Only functioning URLs that link to the relevant project-related information will be published by the EIB.

5. Information required 3 years after the Project Completion Report.

The Borrower shall deliver to the Bank the following information 3 years after the project completion report at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
Update on the Monitoring Indicators listed in the table above.	December 2026

Language of reports	English
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Definitions

EURIBOR

"EURIBOR" means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "Representative Period").

For the purposes of paragraphs (b) and (c) above:

"available" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), under the sponsorship of EMMI and EURIBOR ACI, or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank; and

"Screen Rate" means the rate of interest for deposits in EUR for the relevant period as published at 11h00, Brussels time, or at a later time acceptable to the Bank on the day (the "Reset Date") which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal euro-zone offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them as at approximately 11h00, Brussels time, on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations.

If fewer than 2 (two) quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11h00, Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European banks for a period equal to the Representative Period.

If no rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

LIBOR

"LIBOR" means, in respect of USD:

- (a) in respect of a relevant period of less than one month, the Screen Rate for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

C&G

(the period for which the rate is taken or from which the rates are interpolated being the "Representative Period").

For the purposes of paragraphs (b) and (c) above:

"available" means "calculated and published" under the aegis of the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) for given maturities; and

"Screen Rate" means the rate of interest for deposits in USD for the relevant period as set by the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited as determined by the Bank) and released by financial news providers at 11h00, London time, or at a later time acceptable to the Bank on the day (the "Reset Date") which falls 2 (two) London Business Days prior to the first day of the relevant period.

If such Screen Rate is not so released by any financial news provider acceptable to the Bank, the Bank shall request the principal London offices of 4 (four) major banks in the London interbank market selected by the Bank to quote the rate at which USD deposits in a comparable amount are offered by each of them at approximately 11h00, London time, on the Reset Date, to prime banks in the London interbank market for a period equal to the Representative Period. If at least 2 (two) such quotations are provided, the rate will be the arithmetic mean of the quotations provided.

If fewer than 2 (two) quotations are provided as requested, the Bank shall request the principal New York City offices of 4 (four) major banks in the New York City interbank market, selected by the Bank, to quote the rate at which USD deposits in a comparable amount are offered by each of them at approximately 11h00, New York City time, on the day falling 2 (two) New York Business Days after the Reset Date, to prime banks in the European market for a period equal to the Representative Period. If at least 2 (two) such quotations are provided, the rate will be the arithmetic mean of the quotations provided.

If no rate is available as provided above, LIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

GENERAL

For the purposes of the foregoing definitions:

- (a) "London Business Day" means a day on which banks are open for normal business in London and "New York Business Day" means a day on which banks are open for normal business in New York. All percentages resulting from any calculations referred to in this Schedule will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with halves being rounded up.
- (b) The Bank shall inform the Borrower without delay of the quotations received by the Bank.
- (c) If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of:
 - (i) EMMI and EURIBOR ACI (or any successor to that function of EMMI and EURIBOR ACI as determined by the Bank) in respect of EURIBOR; or
 - (ii) the ICE Benchmark Administration Limited (or any successor to that function of the ICE Benchmark Administration Limited, as determined by the Bank) in respect of LIBOR,
 the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

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Forms for Borrower

C.1 Form of Disbursement Request (Article 1.2.B)

**Disbursement Request
KIGALI CENTRAL SEWERAGE
(2013-0075)**

Date:

Please proceed with the following disbursement:

Loan Name (*):

KIGALI CENTRAL SEWERAGE

Signature Date (*):

Contract FI number:

84007

Currency & amount requested

Proposed disbursement date:

Currency

Amount

INTEREST

Int. rate basis (Art. 3.1)

Frequency (Art. 3.1)

Semi-annual

Payment Dates (Art. 5)

15 June / 15 December

CAPITAL

Repayment frequency

Semi-annual

Repayment methodology
(Art. Article 4)

Equal instalments ☐
Constant annuities ☐

First repayment date

Maturity Date:

Reserved for the Bank

(contract currency)

Total Credit Amount:

Disbursed to date:

Balance for disbursement:

Current disbursement:

Balance after disbursement:

Disbursement deadline:

Max. number of disbursements:

Minimum Tranche size:

Total allocations to date:

Conditions precedent:

Yes / No

Borrower's account to be credited:

Acc. N°:

(please, provide IBAN format in case of disbursements in EUR, or appropriate format for the relevant currency)

Bank name, address:

Please transmit information relevant to:

Borrower's authorised name(s) and signature(s):

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Schedule D

Certificates to be provided by the Borrower

Form of Certificate from Borrower (Article 1.4.B)

To: European Investment Bank
 From: REPUBLIC OF RWANDA
 Date:
 Subject: KIGALI CENTRAL SEWERAGE Finance Contract between European Investment Bank and
 REPUBLIC OF RWANDA dated ● (the "Finance Contract")
 FI number 84007 Serapis number 20130075

Dear Sirs,

Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

- (a) no Prepayment Event has occurred and is continuing unremedied;
- (b) no security of the type prohibited under Article 7.1 has been created or is in existence;
- (c) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.1, save as previously communicated by us;
- (d) [we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;]
- (e) no event or circumstance which constitutes or would with the passage of time or giving of notice under the Finance Contract constitute an Event of Default has occurred and is continuing unremedied or unwaived;
- (f) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;
- (g) the representations and warranties to be made or repeated by us under Article 6.15 are true in all respects; and
- (h) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract.

Yours faithfully,

For and on behalf of REPUBLIC OF RWANDA

Date:

CKG

Signatory powers of the Borrower

- Presidential Order date 25.03.2013 appointing the Minister of Finance and Economic Planning.
- Excerpt from the Official Gazette n° Special of 05/11/2013 (Article 50 "*Authority to borrow*").

ITEKA RYA PEREZIDA N°97/2018 RYO KU
WA 2/6/2018 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KU WA 12 WERURWE 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
N'IKIGEGA CYA OPEC GITSURA
AMAJYAMBERE MPUZAMAHANGA
(OFID), YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MAKUMYABIRI
Z'AMADOLARI Y'ABANYAMERIKA
(20.000.000 USD) AGENEWE GAHUNDA
IRAMBYE Y'U RWANDA YO
GUKWIRAKWIZA AMAZI N'IBIKORWA
BY'ISUKURA

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa
iri teka

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

PRESIDENTIAL ORDER N°97/2018 OF
2/6/2018 RATIFYING THE LOAN
AGREEMENT SIGNED AT KIGALI,
RWANDA ON 12 MARCH 2018,
BETWEEN THE REPUBLIC OF
RWANDA AND THE OPEC FUND FOR
INTERNATIONAL DEVELOPMENT
(OFID), RELATING TO THE LOAN OF
TWENTY MILLION AMERICAN
DOLLARS (USD 20,000,000) FOR
RWANDA SUSTAINABLE WATER
SUPPLY AND SANITATION
PROGRAM

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implementation of this Order

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2/6/2018 RATIFIANT L'ACCORD DE
PRET SIGNÉ A KIGALI, AU RWANDA LE
12 MARS 2018, ENTRE LA REPUBLIQUE
DU RWANDA ET LE FONDS DE L'OPEC
POUR LE DEVELOPPEMENT
INTERNATIONAL (OFID), RELATIF AU
PRET DE VINGT MILLIONS DE
DOLLARS AMERICAINS (20.000.000 USD)
POUR LE PROGRAMME DURABLE DU
RWANDA D'APPROVISIONNEMENT EN
EAU ET D'ASSAINISSEMENT

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ITEKA RYA PEREZIDA N°97/2018 RYO KU WA 2/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 WERURWE 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CYA OPEC GITSURA AMAJYAMBERE MPUZAMAHANGA (OFID), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI Z'AMADOLARI Y'ABANYAMERIKA (20.000.000 USD) AGENEWE GAHUNDA IRAMBYE Y'U RWANDA 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 167, iya 168 n'iya 176;

Dushingiye ku Itegeko N°31/2018 ryo ku 1/6/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe gahunda irambye y'u Rwanda yo gukwirakwiza amazi n'ibikorwa by'isukura;

PRESIDENTIAL ORDER N°97/2018 OF 2/6/2018 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 12 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT (OFID), RELATING TO THE LOAN OF TWENTY MILLION AMERICAN DOLLARS (USD 20,000,000) FOR RWANDA 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, 167, 168 and 176;

Pursuant to Law n°31/2018 of 1/6/2018 approving the ratification of the Loan Agreement signed at Kigali, Rwanda on 12 March 2018, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of twenty million American Dollars (USD 20,000,000) for Rwanda sustainable water supply and sanitation program;

ARRETE PRESIDENTIEL N°97/2018 DU 2/6/2018 RATIFIANT L'ACCORD DE PRET SIGNÉ A KIGALI, AU RWANDA LE 12 MARS 2018, ENTRE LA REPUBLIQUE DU RWANDA ET LE FONDS DE L'OPEC POUR LE DEVELOPPEMENT INTERNATIONAL (OFID), RELATIF AU PRET DE VINGT MILLIONS DE DOLLARS AMERICAINS (20.000.000 USD) POUR LE PROGRAMME DURABLE DU RWANDA 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, 167, 168 et 176;

Vu la Loi n°31/2018 du 1/6/2018 approuvant la ratification de l'Accord de Prêt signé à Kigali, au Rwanda le 12 mars 2018, entre la République du Rwanda et le Fonds de l'OPEC pour le Développement International (OFID), relatif au prêt de vingt millions de dollars américains (20.000.000 USD) pour le programme durable du Rwanda d'approvisionnement en eau et d'assainissement;

Tumaze kubona amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe gahunda irambye y'u Rwanda yo gukwirakwiza amazi n'ibikorwa by'isukura;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

TWATEGETSE KANDI DUTEGETSE :

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe gahunda irambye y'u Rwanda 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

Considering the Loan Agreement signed at Kigali, Rwanda on 12 March 2018, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of twenty million American Dollars (USD 20,000,000) for Rwanda sustainable water supply and sanitation program;

On proposal by the Minister of Finance and Economic Planning;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Loan Agreement signed at Kigali, Rwanda on 12 March 2018, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of twenty million American Dollars (USD 20,000,000) for Rwanda sustainable water supply and sanitation program, in annex, 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

Considérant l'Accord de Prêt signé à Kigali, au Rwanda le 12 mars 2018, entre la République du Rwanda et le Fonds de l'OPEC pour le Développement International (OFID), relatif au prêt de vingt millions de dollars américains (20.000.000 USD) pour le programme durable du Rwanda d'approvisionnement en eau et d'assainissement;

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

AVONS ARRETE ET ARRETONS :

Article premier: Ratification

L'Accord de Prêt signé à Kigali, au Rwanda le 12 mars 2018, entre la République du Rwanda et le Fonds de l'OPEC pour le Développement International (OFID), relatif au prêt de vingt millions de dollars américains (20.000.000 USD) pour le programme durable du Rwanda 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

n'Amahanga, Ubutwererane n'Umuryango w'Ibihugu by'Afurika y'Iburasirazuba na Minisitiri w'Ibikorwaremezo bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iteka ritangira gukurikizwa

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

Kigali, ku wa **2/6/2018**

(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

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 **2/6/2018**

(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

Affaires Etrangères, de la Coopération et de la Communauté de l'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 **2/6/2018**

(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°97/2018 RYO KU WA
2/6/2018 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA KU WA 12 WERURWE
2018, HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA CYA OPEC
GITSURA AMAJYAMBERE
MPUZAMAHANGA (OFID),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI
MAKUMYABIRI Z'AMADOLARI
Y'ABANYAMERIKA (20.000.000 USD)
AGENEWE GAHUNDA IRAMBYE Y'U
RWANDA YO GUKWIRAKWIZA
AMAZI N'IBIKORWA BY'ISUKURA

ANNEX TO PRESIDENTIAL ORDER
N°97/2018 OF 2/6/2018 RATIFYING THE
LOAN AGREEMENT SIGNED AT
KIGALI, RWANDA ON 12 MARCH 2018,
BETWEEN THE REPUBLIC OF
RWANDA AND THE OPEC FUND FOR
INTERNATIONAL DEVELOPMENT
(OFID), RELATING TO THE LOAN OF
TWENTY MILLION AMERICAN
DOLLARS (USD 20,000,000) FOR
RWANDA SUSTAINABLE WATER
SUPPLY AND SANITATION PROGRAM

ANNEXE A L'ARRETE PRESIDENTIEL
N°97/2018 DU 2/6/2018 RATIFIANT
L'ACCORD DE PRET SIGNÉ A KIGALI,
AU RWANDA LE 12 MARS 2018, ENTRE
LA REPUBLIQUE DU RWANDA ET LE
FONDS DE L'OPEC POUR LE
DEVELOPPEMENT INTERNATIONAL
(OFID), RELATIF AU PRET DE VINGT
MILLIONS DE DOLLARS AMERICAINS
(20.000.000 USD) POUR LE
PROGRAMME DURABLE DU RWANDA
D'APPROVISIONNEMENT EN EAU ET
D'ASSAINISSEMENT



OFID The OPEC Fund for International Development

LOAN NO. 13203P

**RWANDA SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM**

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF RWANDA

AND

**THE OPEC FUND FOR
INTERNATIONAL DEVELOPMENT (OFID)**

DATED

MARCH 12, 2018

AGREEMENT dated March 12, 2018 between the Republic of Rwanda (“Borrower”) and the OPEC Fund for International Development (“OFID”).

Whereas the Borrower has requested a loan from OFID for part financing of the Program described in Schedule 1; and

Whereas OFID has approved a loan to the Borrower in the amount of twenty million Dollars (\$20,000,000) upon the terms and conditions set forth hereinafter (“Loan”).

Now therefore, the parties to this Loan Agreement (“Agreement”) hereby agree as follows:

Article 1

GENERAL CONDITIONS; DEFINITIONS

1.01 The General Conditions attached hereto shall constitute an integral part of this Agreement.

1.02 In addition to the terms defined in the preamble, the following terms and expressions shall have the following meanings or, where they duplicate terms and expressions in the General Conditions, the following specific meanings:

- (a) “Authorized Representative” of the Borrower means its Minister of Finance and Economic Planning;
- (b) “Closing Date” means December 31, 2022;
- (c) “Dollar” and the sign “\$” each mean and refer to the lawful currency of the United States of America;
- (d) “Eligible Expenditure Commencement Date” means December 12, 2017;

- (e) “Executing Agency” means the Borrower’s Ministry of Infrastructure, through the Water and Sanitation Corporation Limited (WASAC);
- (f) “General Conditions” means OFID General Conditions Applicable to Public Sector Loan Agreements, December 2007;
- (g) “Grace Period” means the period beginning on March 12, 2018 and ending five (5) years from that Date; and
- (h) “Loan Administrator” means the African Development Bank.

* * *

Article 2 THE LOAN

2.01 OFID agrees to lend to the Borrower and the Borrower agrees to borrow from OFID the Loan in the amount of twenty million Dollars (\$20,000,000) on the terms and conditions set forth in this Agreement.

2.02 The Borrower shall pay interest at the rate of one and a quarter per cent (1.25%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.03 The Borrower shall pay a Service Charge at the rate of one per cent (1%) per annum on the principal amount of the Loan withdrawn and outstanding.

2.04 Interest and Service Charges shall be paid semi-annually on March 15 and September 15 in each year into OFID Account.

2.05 Immediately following the end of the Grace Period, the Borrower shall repay the principal of the Loan in Dollars, or in any other freely convertible currency acceptable to OFID Management, in an amount equivalent to the Dollar amount due according to the market exchange rate prevailing at the time and place of repayment. Repayment shall be effected in thirty (30)

semi-annual instalments in the amounts and on the dates specified in Schedule 3 (AMORTIZATION).

* * *

Article 3
EFFECTIVENESS

3.01 This Agreement shall enter into force and effect in accordance with Section 3.02 upon receipt by OFID of:

- (a) satisfactory evidence that the execution and delivery of this Agreement on behalf of the Borrower have been duly authorized and ratified according to the constitutional requirements of the Borrower;
- (b) a certificate issued by the Minister of Justice or the Attorney General or any other competent legal authority of the Borrower confirming that this Agreement has been duly authorized and ratified by the Borrower and constitutes a valid and binding obligation of the Borrower in accordance with its terms; and
- (c) evidence that the loan or other financing agreement between the Loan Administrator and the Borrower for financing the Program has been declared effective or will be declared effective concurrently with this Agreement.

3.02 As soon as possible after the conditions specified in Section 3.01 shall have been satisfactorily fulfilled, this Agreement shall enter into full force and effect on the Date of Effectiveness.

3.03 If this Agreement shall not have become effective within ninety (90) days after the Date of the Agreement, the Agreement and all obligations of the parties hereunder shall terminate, unless OFID Management, after consideration of the reasons for the delay, establishes a later date for the purposes of this Section.

* * *

Article 4
ADDRESSES

4.01 The parties' addresses are as specified below:

For the Borrower:

Ministry of Finance and Economic Planning
B.P. 158
Kigali
RWANDA
Facsimile: (+250-252) 577581

For OFID:

The OPEC Fund for International Development
Parkring 8
A-1010 Vienna
AUSTRIA
Facsimile: (++43-1) 513 92 38

* * *

IN WITNESS whereof the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed and delivered at Kigali in two copies in the English language, each considered an original and both to the same and one effect as of the day and year first above written.

FOR THE BORROWER:

Signature:



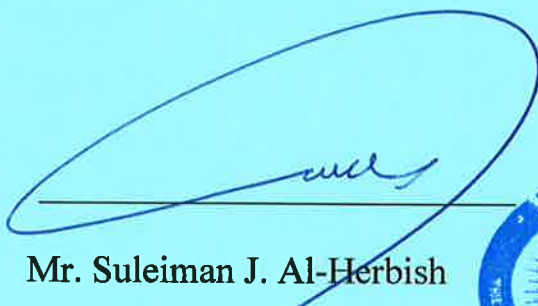
Name: H.E. Claver Gatete

Title: Minister of Finance and Economic Planning



FOR THE OPEC FUND FOR INTERNATIONAL DEVELOPMENT (OFID):

Signature:



Name: Mr. Suleiman J. Al-Herbish

Title: Director-General



* * *

REPUBLIC OF RWANDA
RWANDA SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM

SCHEDULE 1
DESCRIPTION OF THE PROGRAM

The Program's objective is to enhance economic and social resilience by ensuring equitable provision of adequate, reliable and sustainable water and sanitation services for the population in the target areas, thereby contributing to an improved quality of life.

The objective will be achieved through the implementation of the following:

1. Water Supply Infrastructure and Services Improvement

This component will finance:

- (a) the rehabilitation, upgrading and extension of the water supply network in Kigali and the peri-urban areas, including preliminary and general works, pipe works covering about 1,600 kilometers with diameter ranging from 5 – 60 centimeters, 58 storage tanks with total capacity of 54,400 cubic meters, 4 pumping stations, 38 bulk meters, and ancillary works;
- (b) the construction and upgrading of Nvoze Water Treatment Plant to a capacity of 55,000 cubic meters per day servicing Kigali;
- (c) the construction of Gihira II Water Treatment Plant with a capacity of 15,000 cubic meters per day and rehabilitation of the existing Gihira Water Treatment Plant which has a capacity of 8,000 cubic meters per day;
- (d) the rehabilitation and extension of water supply distribution networks in Musanze, Rubavu, Muhanga, Nyagatare, Huye and Rusizi;
- (e) feasibility studies for future investments covering water treatment plants for Muhanga, Karongi and Ngoma; and
- (f) the recruitment of a consultancy firm to supervise construction works.

2. Sanitation Infrastructure and Services Improvement

This component will finance:

- (a) feasibility and detailed studies for the rehabilitation and upgrading of semi-centralized sewerage systems in Kigali;
- (b) the rehabilitation and upgrading of semi-centralized sewerage systems in Kigali;
- (c) the construction of a centralized sewerage system for Kigali and installation of sewers in the existing buildings in targeted areas, covering pipelines of 89.6 kilometers in length and 2,300 new connections to households and offices;
- (d) the construction of 4 fecal sludge treatment plants and 4 modern solid waste management landfills with incinerators in Rusizi, Karongi, Musanze and Rubavu;
- (e) the provision of latrines in schools; and
- (f) the recruitment of a consultancy firm to supervise construction works.

3. Institutional Support

This component will finance:

- (a) capacity building on operations and management of infrastructure and on service delivery, including training of about 242 staff from WASAC, the districts and private operators;
- (b) a study on the construction of water and wastewater testing central laboratories and training centers for WASAC;
- (c) the construction of water and wastewater testing central laboratories and training centers for WASAC; and
- (d) implementation of the environmental and social impact assessment.

4. Program Management

This component will finance the Program Implementation Unit's expenses related to Project implementation, including audit, operating costs and procurement of vehicles, as well as land compensation.

* * *

REPUBLIC OF RWANDA
RWANDA SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM

SCHEDULE 2
LOAN ALLOCATION

1. Unless otherwise agreed between the Borrower and OFID Management, the table below sets forth the components to be financed out of the proceeds of the Loan, the allocation of amounts of the Loan to each component and the percentage of total expenditures for items to be financed in respect of each component:

Component	Amount of the Loan Allocated (Expressed in Dollars)	Percentage of Total Expenditures to be Financed
1. Water Supply Infrastructure and Services Improvement	20,000,000	14.7
2. Sanitation Infrastructure and Services Improvement	--	--
3. Institutional Support	--	--
4. Program Management	--	--
Total	20,000,000	

2. Notwithstanding the allocation of the Loan proceeds or the disbursement percentage set forth in Paragraph 1 above, if OFID Management has reasonably estimated that the amount of the Loan then allocated to the component specified above will be insufficient to finance the agreed percentage of all expenditures in that component, OFID Management may, by notice to the Borrower, reduce the disbursement percentage then applicable to such expenditures in order that further withdrawals in respect of the said component may continue until all expenditures thereunder shall have been made.

* * *

REPUBLIC OF RWANDA
RWANDA SUSTAINABLE WATER SUPPLY AND SANITATION
PROGRAM

SCHEDULE 3
AMORTIZATION

<u>No.</u>	<u>Date of Repayment</u>	<u>Amount Due</u> <u>(Expressed in Dollars)</u>
1	March 15, 2023	666,660
2	September 15, 2023	666,660
3	March 15, 2024	666,660
4	September 15, 2024	666,660
5	March 15, 2025	666,660
6	September 15, 2025	666,660
7	March 15, 2026	666,660
8	September 15, 2026	666,660
9	March 15, 2027	666,660
10	September 15, 2027	666,660
11	March 15, 2028	666,660
12	September 15, 2028	666,660
13	March 15, 2029	666,660
14	September 15, 2029	666,660
15	March 15, 2030	666,660
16	September 15, 2030	666,660
17	March 15, 2031	666,660
18	September 15, 2031	666,660
19	March 15, 2032	666,660
20	September 15, 2032	666,660
21	March 15, 2033	666,660
22	September 15, 2033	666,660
23	March 15, 2034	666,660
24	September 15, 2034	666,660
25	March 15, 2035	666,660
26	September 15, 2035	666,660
27	March 15, 2036	666,660
28	September 15, 2036	666,660
29	March 15, 2037	666,660
30	September 15, 2037	<u>666,860</u>
Total:		<u>20,000,000</u>

* * *

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N°97/2018 ryo ku wa 2/6/2018 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Werurwe 2018, hagati ya Repubulika y'u Rwanda n'Ikigega cya OPEC gitsura Amajyambere Mpuzamahanga (OFID), yerekeranye n'inguzanyo ingana na miliyoni makumyabiri z'Amadolari y'Abanyamerika (20.000.000 USD) agenewe gahunda irambye y'u Rwanda yo gukwirakwiza amazi n'ibikorwa by'isukura

Seen to be annexed to Presidential Order N°97/2018 of 2/6/2018 ratifying the Loan Agreement signed at Kigali, Rwanda on 12 March 2018, between the Republic of Rwanda and the OPEC Fund for International Development (OFID), relating to the loan of twenty million American Dollars (USD 20,000,000) for Rwanda sustainable water supply and sanitation program

Vu pour être annexé à l'Arrêté Présidentiel N°97/2018 du 2/6/2018 ratifiant l'Accord de Prêt signé à Kigali, au Rwanda le 12 mars 2018, entre la République du Rwanda et le Fonds de l'OPEC pour le Développement International (OFID), relatif au prêt de vingt millions de dollars américains (20.000.000 USD) pour le programme durable du Rwanda d'approvisionnement en eau et d'assainissement

Kigali, ku wa 2/6/2018

Kigali, on 2/6/2018

Kigali, le 2/6/2018

(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