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N°40 ryo ku wa 29/6/2018

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N°41 du 29/6/2018

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N°114 ryo ku wa 29/6/2018

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N°114 du 29/6/2018

Arrêté Présidentiel ratifiant l'accord de prêt signé à Kigali, au Rwanda le 22 mars 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de trente millions de dollars américains (30.000.000 USD) pour le fonds d'innovation du Rwanda53

N°115 ryo ku wa 29/6/2018

Iteka rya Perezida ryemeza burundu amasezerano y'impano yashyiriweho umukono i Washington DC muri Leta Zunze Ubumwe z'Amerika ku wa 18 Mata 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'urwego ruyobora ikigega gihuriweho n'abaterakunga bagamije kuzamura urwego rw'imirire n'uburyo bw'iterakunga ku isi, yerekeranye n'impano ingana na miliyoni makumyabiri n'eshatu z'Amadolari y'Abanyamerika (23.000.000USD) nk'inkunga y'inyongera yo gushyigikira umushinga wo gufasha abatishoboye.....94

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Presidential Order ratifying the grant agreement signed at Washington DC, United States of America on 18 April 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 and the global financing facility, relating to the grant of twenty-three million American Dollars (USD23,000,000) as additional financing for strengthening social protection project 94

N°115 du 29/6/2018

Arrêté Présidentiel ratifiant l'accord de don signé à Washington DC, aux Etats-Unis d'Amérique le 18 Avril 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 et du mécanisme de financement mondial, relatif au don de vingt-trois millions de Dollards Américains (23.000.000USD) comme financement additionnel pour le renforcement du projet de protection sociale.....94

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ITEGEKO N°39 RYO KU WA 29/6/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 22 Werurwe 2018,
HAGATI YA GUVERINOMA Y'U
RWANDA N'IKIGO CY'UBUYAPANI
GISHINZWE UBUTWERERANE
MPUZAMAHANGA (JICA),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYARI INDWI NA
MILIYONI MAGANA ATANDATU NA
MIRONGO IRINDWI Z'AMAYENI
Y'UBUYAPANI (7.670.000.000 ¥)
AGENEWE UMUSHINGA WO
GUTUNGANYA UMUHANDA NGOMA-
RAMIRO

LAW N°39 OF 29/6/2018 APPROVING
THE RATIFICATION OF LOAN
AGREEMENT SIGNED AT KIGALI,
RWANDA, ON 22 MARCH 2018,
BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF RWANDA AND THE
JAPAN INTERNATIONAL
COOPERATION AGENCY (JICA),
RELATING TO THE LOAN OF SEVEN
BILLION SIX HUNDRED SEVENTY
MILLION JAPANESE YEN
(¥7,670,000,000) FOR NGOMA-RAMIRO
ROAD UPGRADING PROJECT

LOI N°39 DU 29/6/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE
PRÊT SIGNÉ À KIGALI, RWANDA, LE
22 MARS 2018, ENTRE LE
GOUVERNEMENT DE LA
RÉPUBLIQUE DU RWANDA ET
L'AGENCE JAPONAISE DE
COOPÉRATION INTERNATIONALE
(JICA), RELATIF AU PRÊT DE SEPT
MILLIARDS SIX CENT SOIXANTE-
DIX MILLIONS DE YEN JAPONAIS
(7.670.000.000 ¥) POUR LE PROJET
D'AMÉNAGEMENT DE LA ROUTE
NGOMA-RAMIRO

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza
burundu

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RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 22 Werurwe 2018,
HAGATI YA GUVERINOMA Y'U
RWANDA N'IKIGO CY'UBUYAPANI
GISHINZWE UBUTWERERANE
MPUZAMAHANGA (JICA),
YEREKERANYE N'INGUZANYO
INGANA NA MILIYARI INDWI NA
MILIYONI MAGANA ATANDATU NA
MIRONGO IRINDWI Z'AMAYENI
Y'UBUYAPANI (7.670.000.000 ¥)
AGENEWE UMUSHINGA WO
GUTUNGANYA UMUHANDA NGOMA-
RAMIRO**

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
21 Gicurasi 2018;

**LAW N°39 OF 29/6/2018 APPROVING
THE RATIFICATION OF LOAN
AGREEMENT SIGNED AT KIGALI,
RWANDA, ON 22 MARCH 2018,
BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF RWANDA AND THE
JAPAN INTERNATIONAL
COOPERATION AGENCY (JICA),
RELATING TO THE LOAN OF SEVEN
BILLION SIX HUNDRED SEVENTY
MILLION JAPANESE YEN
(¥7,670,000,000) FOR NGOMA-RAMIRO
ROAD UPGRADING PROJECT**

We, KAGAME Paul,
President of the Republic;

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

THE PARLIAMENT:

The Chamber of Deputies, in its session of 21
May 2018;

**LOI N°39 DU 29/6/2018 APPROUVANT
LA RATIFICATION DE L'ACCORD DE
PRÊT SIGNÉ À KIGALI, RWANDA, LE
22 MARS 2018, ENTRE LE
GOUVERNEMENT DE LA
RÉPUBLIQUE DU RWANDA ET
L'AGENCE JAPONAISE DE
COOPÉRATION INTERNATIONALE
(JICA), RELATIF AU PRÊT DE SEPT
MILLIARDS SIX CENT SOIXANTE-
DIX MILLIONS DE YEN JAPONAIS
(7.670.000.000 ¥) POUR LE PROJET
D'AMÉNAGEMENT DE LA ROUTE
NGOMA-RAMIRO**

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 21
mai 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, ku wa 22 Werurwe 2018, hagati ya Guverinoma y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'inguzanyo ingana na miliyari indwi na miliyoni magana atandatu na mironko irindwi z'Amayeni y'Ubuyapani (7.670.000.000 ¥) agenewe umushinga wo gutunganya umuhanda Ngoma-Ramiro;

YEMEJE:

Ingingo ya mbere: Kwemera Kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 22 Werurwe 2018, hagati ya Guverinoma y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'inguzanyo ingana na miliyari indwi na miliyoni magana atandatu na mironko irindwi z'Amayeni y'Ubuyapani (7.670.000.000 ¥) agenewe umushinga wo gutunganya umuhanda Ngoma-Ramiro, 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 Loan Agreement signed at Kigali, Rwanda, on 22 March 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of seven billion six hundred seventy million Japanese Yen (¥7,670,000,000) for Ngoma-Ramiro road upgrading project;

ADOPTS:

Article One: Approval for ratification

The Loan Agreement signed at Kigali, Rwanda, on 22 March 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of seven billion six hundred seventy million Japanese Yen (¥7,670,000,000) for Ngoma-Ramiro road upgrading 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 de l'Accord de Prêt signé à Kigali, Rwanda, le 22 mars 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de sept milliards six cent soixante-dix millions de Yen Japonais (7.670.000.000 ¥) pour le projet d'aménagement de la route Ngoma-Ramiro;

ADOpte :

Article premier: Approbation pour ratification

L'Accord de Prêt signé à Kigali, au Rwanda le 22 mars 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de sept milliards six cent soixante-dix millions de Yen Japonais (7.670.000.000 ¥) pour le projet d'aménagement de la route Ngoma-Ramiro, 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 29/6/2018

(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: Drafting, consideration and adoption of this Law

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

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 29/6/2018

(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: Initiation, examen et adoption de la présente loi

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

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 29/6/2018

(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

Official Gazette n° 28 of 09/07/2018

**ITEGEKO N°40 RYO KU WA 29/6/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 22 Werurwe 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
NA BANKI NYAFURIKA ITSURA
AMAJYAMBERE, YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITATU Z'AMADOLARI
Y'ABANYAMERIKA (30.000.000 USD)
AGENEWE GUSHYIGIKIRA IKIGEGA
CY'U RWANDA KIGENEWE GUHANGA
UDUSHYA**

**LAW N°40 OF 29/6/2018 APPROVING THE
RATIFICATION OF THE LOAN
AGREEMENT SIGNED AT KIGALI,
RWANDA, ON 22 MARCH 2018,
BETWEEN THE REPUBLIC OF RWANDA
AND THE AFRICAN DEVELOPMENT
BANK, RELATING TO THE LOAN OF
THIRTY MILLION AMERICAN
DOLLARS (USD 30,000,000) FOR
RWANDA INNOVATION FUND**

**LOI N°40 DU 29/6/2018 APPROUVANT LA
RATIFICATION DE L'ACCORD DE
PRÊT SIGNÉ À KIGALI, RWANDA, LE 22
MARS 2018, ENTRE LA RÉPUBLIQUE
DU RWANDA ET LA BANQUE
AFRICAINNE DE DÉVELOPPEMENT,
RELATIF AU PRÊT DE TRENTÉ
MILLIONS DE DOLLARS AMÉRICAINS
(30.000.000 USD) POUR LE FONDS
D'INNOVATION DU RWANDA**

ISHAKIRO

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by'iri tegeko**

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

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

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

Article 3: Commencement

Article 3: Entrée en vigueur

**ITEGEKO N°40 RYO KU WA 29/6/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI,
MU RWANDA, KU WA 22 Werurwe 2018,
HAGATI YA REPUBULIKA Y'U RWANDA
NA BANKI NYAFURIKA ITSURA
AMAJYAMBERE, YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITATU Z'AMADOLARI
Y'ABANYAMERIKA (30.000.000 USD)
AGENEWE GUSHYIGIKIRA IKIGEGA
CY'U RWANDA KIGENEWE GUHANGA
UDUSHYA**

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
21 Gicurasi 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;

**LAW N°40 OF 29/6/2018 APPROVING THE
RATIFICATION OF THE LOAN
AGREEMENT SIGNED AT KIGALI,
RWANDA, ON 22 MARCH 2018,
BETWEEN THE REPUBLIC OF RWANDA
AND THE AFRICAN DEVELOPMENT
BANK, RELATING TO THE LOAN OF
THIRTY MILLION AMERICAN
DOLLARS (USD 30,000,000) FOR
RWANDA INNOVATION FUND**

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 21
May 2018;

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

**LOI N°40 DU 29/6/2018 APPROUVANT LA
RATIFICATION DE L'ACCORD DE
PRÊT SIGNÉ À KIGALI, RWANDA, LE 22
MARS 2018, ENTRE LA RÉPUBLIQUE
DU RWANDA ET LA BANQUE
AFRICAINNE DE DÉVELOPPEMENT,
RELATIF AU PRÊT DE TRENTÉ
MILLIONS DE DOLLARS AMÉRICAINS
(30.000.000 USD) POUR LE FONDS
D'INNOVATION DU RWANDA**

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 21
mai 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;

Imaze gusuzuma Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 22 Werurwe 2018, hagati ya Repubulika y'u Rwanda na Banki Nyafurika itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu z'Amadolari y'Abanyamerika (30.000.000 USD) agenewe gushyigikira Ikigega cy'u Rwanda kigenewe guhanga udushya;

YEMEJE:

Ingingo ya mbere : Kwemera kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali, mu Rwanda, ku wa 22 Werurwe 2018 hagati ya Repubulika y'u Rwanda na Banki Nyafurika itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu z'Amadolari y'Abanyamerika (30.000.000 USD) agenewe gushyigikira Ikigega cy'u Rwanda kigenewe guhanga udushya, ari ku mugereka, yemerewe kwemezwa burundu.

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

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

After consideration of the Loan Agreement signed at Kigali, Rwanda, on 22 March 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of thirty million American dollars (USD 30,000,000) for Rwanda Innovation Fund;

ADOPTS:

Article One: Approval for ratification

The Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of thirty million American dollars (USD 30,000,000) for Rwanda innovation Fund, 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.

Après examen de l'Accord de Prêt signé à Kigali, Rwanda, le 22 mars 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de trente millions de dollars américains (30.000.000 USD) pour le Fonds d'innovation du Rwanda;

ADOpte:

Article premier: Approbation pour ratification

L'Accord de Prêt signé à Kigali, Rwanda, le 22 mars 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de trente millions de dollars américains (30.000.000 USD) pour le Fonds d'innovation du Rwanda, en annexe, est approuvé pour ratification.

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

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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

Kigali, kuwa 29/6/2018

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

Kigali, on 29/6/2018

(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

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

Kigali, le 29/6/2018

(sé)

KAGAME Paul
President 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

Official Gazette n° 28 of 09/07/2018

ITEGEKO N°41 RYO KU WA 29/6/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I
WASHINGTON DC, MURI LETA ZUNZE
UBUMWE Z'AMERIKA, KU WA 18 MATA
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 N'UBURYO
BW'ITERANKUNGA KU ISI,
YEREKERANYE N'IMPANO INGANANA
MILIYONI MAKUMYABIRI N'ESHATU
Z'AMADOLARI Y'ABANYAMERIKA
(23.000.000 USD) NK'INKUNGA
Y'INYONGERA YO GUSHYIGIKIRA
UMUSHINGA WO GUFASHA
ABATISHOBOYE

LAW N°41 OF 29/6/2018 APPROVING THE
RATIFICATION OF THE GRANT
AGREEMENT SIGNED AT
WASHINGTON DC, UNITED STATES OF
AMERICA ON 18 APRIL 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 AND
THE GLOBAL FINANCING FACILITY,
RELATING TO THE GRANT OF
TWENTY-THREE MILLION AMERICAN
DOLLARS (USD 23,000,000) AS
ADDITIONAL FINANCING FOR
STRENGTHENING SOCIAL
PROTECTION PROJECT

LOI N°41 DU 29/6/2018 APPROUVANT LA
RATIFICATION DE L'ACCORD DE DON
SIGNÉ À WASHINGTON DC, ÉTATS-
UNIS D'AMÉRIQUE LE 18 Avril 2018,
ENTRE LA RÉPUBLIQUE DU RWANDA
ET L'ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT (IDA) AGISSANT
EN QUALITÉ D'ADMINISTRATEUR DU
FONDS MULTI-DONATEURS POUR
L'ATTEINTE DE L'IMPACT
NUTRITIONNEL À GRANDE ÉCHELLE
ET DU MÉCANISME DE FINANCEMENT
MONDIAL, RELATIF AU DON DE
VINGT-TROIS MILLIONS DE
DOLLARDS AMÉRICAINS (23.000.000
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ADDITIONNEL POUR LE
RENFORCEMENT DU PROJET DE
PROTECTION SOCIALE

ISHAKIRO

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**ITEGEKO N°41 RYO KU WA 29/6/2018
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I
WASHINGTON DC, MURI LETA ZUNZE
UBUMWE Z'AMERIKA, KU WA 18 MATA
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 N'UBURYO
BW'ITERANKUNGA KU ISI,
YEREKERANYE N'IMPANO INGANANA
MILIYONI MAKUMYABIRI N'ESHATU
Z'AMADOLARI Y'ABANYAMERIKA
(23.000.000 USD) NK'INKUNGA
Y'INYONGERA YO GUSHYIGIKIRA
UMUSHINGA WO GUFASHA
ABATISHOBOYE**

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°41 OF 29/6/2018 APPROVING THE
RATIFICATION OF THE GRANT
AGREEMENT SIGNED AT
WASHINGTON DC, UNITED STATES OF
AMERICA ON 18 APRIL 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 AND
THE GLOBAL FINANCING FACILITY,
RELATING TO THE GRANT OF
TWENTY-THREE MILLION AMERICAN
DOLLARS (USD 23,000,000) AS
ADDITIONAL FINANCING FOR
STRENGTHENING SOCIAL
PROTECTION 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**

**LOIN°41 DU 29/6/2018 APPROUVANT LA
RATIFICATION DE L'ACCORD DE DON
SIGNÉ À WASHINGTON DC, ÉTATS-
UNIS D'AMÉRIQUE LE 18 Avril 2018,
ENTRE LA RÉPUBLIQUE DU RWANDA
ET L'ASSOCIATION INTERNATIONALE
DE DÉVELOPPEMENT (IDA) AGISSANT
EN QUALITÉ D'ADMINISTRATEUR DU
FONDS MULTI-DONATEURS POUR
L'ATTEINTE DE L'IMPACT
NUTRITIONNEL À GRANDE ÉCHELLE
ET DU MÉCANISME DE FINANCEMENT
MONDIAL, RELATIF AU DON DE
VINGT-TROIS MILLIONS DE
DOLLARDS AMÉRICAINS (23.000.000
USD) COMME FINANCEMENT
ADDITIONNEL POUR LE
RENFORCEMENT DU PROJET DE
PROTECTION SOCIALE**

Nous, KAGAME Paul,
Président de la République;

**LE PARLEMENT A ADOPTÉ, ET NOUS
SANCTIONNONS, PROMULGUONS LA
LOI DONT LA TENUEUR 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 21 Gicurasi 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'Impano yashyiriweho umukono i Washington DC, muri Leta Zunze Ubumwe z'Amerika ku wa 18 Mata 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 n'uburyo bw'iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni makumyabiri n'eshatu z'Amadolari y'Abanyamerika (23.000.000 USD) nk'inkunga y'inyongera yo gushyigikira umushinga wo gufasha abatishoboye;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'Impano yashyiriweho umukono i Washington DC muri Leta Zunze Ubumwe z'Amerika ku wa 18 Mata 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega gihuriweho

THE PARLIAMENT:

The Chamber of Deputies, in its session of 21 May 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 Washington DC, United States of America on 18 April 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 and the Global Financing Facility, relating to the grant of twenty-three million American dollars (USD 23,000,000) as additional financing for strengthening social protection Project;

ADOPTS:

Article One: Approval for ratification

The Grant Agreement signed at Washington DC, United States of America, on 18 April 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 and

LE PARLEMENT :

La Chambre des Députés, en sa séance du 21 mai 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 Washington DC, aux Etats-Unis d'Amérique le 18 Avril 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'administrateur du Fonds multi-donateurs pour l'atteinte de l'impact nutritionnel à grande échelle et du Mécanisme de Financement Mondial, relatif au don de vingt-trois millions de Dollars américains (23.000.000 USD) comme financement additionnel pour le renforcement du projet de protection sociale;

ADOpte :

Article premier: Approbation pour ratification

L'Accord de Don signé à Washington DC, États-Unis d'Amérique, le 18 Avril 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA) agissant en qualité d'Administrateur du Fonds multi-donateurs pour l'atteinte de l'impact

n'abaterankunga bagamije kuzamura urwego rw'imirire n'uburyo bw'iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni makumyabiri n'eshatu z'Amadolari y'Abanyamerika (23.000.000 USD) nk'inkunga y'inyongera yo gushyigikira umushinga wo gufasha abatishoboye, 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.

the Global Financing Facility, relating to the grant of twenty-three million American dollars (USD 23,000,000) as additional financing for strengthening social protection 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 Kinyarwanda.

Article 3: Commencement

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

nutritionnel à grande échelle et du Mécanisme de Financement Mondial, relatif au don de vingt-trois millions de Dollars américains (23.000.000 USD) comme financement additionnel pour le renforcement du projet de protection sociale, 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 Kinyarwanda.

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° 28 of 09/07/2018

Kigali, kuwa 29/6/2018

(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 29/6/2018

(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 29/6/2018

(sé)
KAGAME Paul
President 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° 113 RYO KU WA 29/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22 Werurwe 2018, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA), YEREKERANYE N'INGUZANYO INGANA NA MILIYARI ZIRINDWI NA MILIYONI MAGANA ATANDATU NA MIRONGO IRINDWI Z'AMAYENI Y'UBUYAPANI (7.670.000,000 ¥) AGENEWE UMUSHINGA WO GUTUNGANYA UMUHANDA NGOMA-RAMIRO

PRESIDENTIAL ORDER N° 113 OF 29/6/2018 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 22 MARCH 2018, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE LOAN OF SEVEN BILLION SIX HUNDRED SEVENTY MILLION JAPANESE YEN (¥7,670,000,000) FOR NGOMA-RAMIRO ROAD UPGRADING PROJECT

ARRÊTÉ PRÉSIDENTIEL N° 113 DU 29/6/2018 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 22 MARS 2018, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPERATION INTERNATIONALE (JICA), RELATIF AU PRÊT DE SEPT MILLIARDS SIX CENT SOIXANTE-DIX MILLIONS DE YEN JAPONAIS (7.670.000.000 ¥) POUR LE PROJET D'AMÉLIORATION DE LA ROUTE NGOMA-RAMIRO

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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ITEKA RYA PEREZIDA N° 113 RYO KU WA 29/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22 Werurwe 2018, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA), YEREKERANYE N'INGUZANYO INGANA NA MILIYARI ZIRINDWI NA MILIYONI MAGANA ATANDATU NA MIRONGO IRINDWI Z'AMAYENI Y'UBUYAPANI (7.670.000,000 ¥) AGENEWE UMUSHINGA WO GUTUNGANYA UMUHANDA NGOMA-RAMIRO

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°39 ryo ku wa 29/6/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Werurwe 2018, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'inguzanyo ingana na miliyari zirindwi na miliyoni magana atandatu na mirongo irindwi

PRESIDENTIAL ORDER N° 113 OF 29/6/2018 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 22 MARCH 2018, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE LOAN OF SEVEN BILLION SIX HUNDRED SEVENTY MILLION JAPANESE YEN (¥7,670,000,000) FOR NGOMA-RAMIRO ROAD UPGRADING PROJECT

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law N°39 of 29/6/2018 approving the ratification of the Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of seven billion six hundred seventy million Japanese Yen (¥7,670,000,000) for Ngoma-Ramiro road upgrading project;

ARRÊTÉ PRÉSIDENTIEL N° 113 DU 29/6/2018 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 22 MARS 2018, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPERATION INTERNATIONALE (JICA), RELATIF AU PRÊT DE SEPT MILLIARDS SIX CENT SOIXANTE-DIX MILLIONS DE YEN JAPONAIS (7.670.000.000 ¥) POUR LE PROJET D'AMÉLIORATION DE LA ROUTE NGOMA-RAMIRO

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°39 du 29/6/2018 approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda le 22 mars 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de sept milliards six cent soixante-dix millions de Yen Japonais (7.670.000.000 ¥) pour le projet d'amélioration de la route Ngoma-Ramiro;

z'Amayeni y'Ubuyapani (7.670.000,000 ¥)
agenewe umushinga wo gutunganya
umuhanda Ngoma-Ramiro;

Tumaze kubona Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Werurwe 2018, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'inguzanyo ingana na miliyari zirindwi na miliyoni magana atandatu na mirongo irindwi z'Amayeni y'Ubuyapani (7.670.000,000 ¥) agenewe umushinga wo gutunganya umuhanda Ngoma-Ramiro;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

Considering the Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of seven billion six hundred seventy million Japanese Yen (¥7,670,000,000) for Ngoma-Ramiro road upgrading project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

Considérant l'Accord de prêt signé à Kigali, au Rwanda le 22 mars 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de sept milliards six cent soixante-dix millions de Yen Japonais (7.670.000.000 ¥) pour le projet d'amélioration de la route Ngoma-Ramiro;

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

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Werurwe 2018, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'inguzanyo ingana na miliyari indwi na miliyoni magana atandatu na mirongo irindwi z'Amayeni y'Ubuyapani (7.670.000,000 ¥)

Article One: Ratification

The Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of seven billion six hundred seventy million Japanese Yen (¥7,670,000,000) for Ngoma-Ramiro road upgrading project, in annex, is ratified and becomes fully effective.

Article premier: Ratification

L'Accord de prêt signé à Kigali, au Rwanda le 22 mars 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de sept milliards six cent soixante-dix millions de Yen Japonais (7.670.000.000 ¥) pour le projet d'amélioration de la route Ngoma-Ramiro, en annexe, est ratifié et sort son plein et entier effet.

agenewe umushinga wo gutunganya umuhanda Ngoma-Ramiro, 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.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Article 2: Authorities responsible for the implementation of this Order

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

Article 3: Commencement

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

Article 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.

Article 3: Entrée en vigueur

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

Official Gazette n° 28 of 09/07/2018

Kigali, ku wa 29/6/2018

(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 29/6/2018

(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 29/6/2018

(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° 113 RYO KU WA 29/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22 WERURWE 2018, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA), YEREKERANYE N'INGUZANYO INGANA NA MILIYARI ZIRINDWI NA MILIYONI MAGANA ATANDATU NA MIRONGO IRINDWI Z'AMAYENI Y'UBUYAPANI (7.670.000,000 ¥) AGENEWE UMUSHINGA WO GUTUNGANYA UMUHANDA NGOMA-RAMIRO

ANNEX TO PRESIDENTIAL ORDER N° 113 OF 29/6/2018 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 22 MARCH 2018, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE LOAN OF SEVEN BILLION SIX HUNDRED SEVENTY MILLION JAPANESE YEN (¥7,670,000,000) FOR NGOMA-RAMIRO ROAD UPGRADING PROJECT

ANNEXE A L'ARRÊTÉ PRÉSIDENTIEL N° 113 DU 29/6/2018 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 22 MARS 2018, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPERATION INTERNATIONALE (JICA), RELATIF AU PRÊT DE SEPT MILLIARDS SIX CENT SOIXANTE-DIX MILLIONS DE YEN JAPONAIS (7.670.000.000 ¥) POUR LE PROJET D'AMÉLIORATION DE LA ROUTE NGOMA-RAMIRO

Loan Agreement No. RW-P4

LOAN AGREEMENT

For

Ngoma-Ramiro Road Upgrading Project

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dated March 22, 2018

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Loan Agreement No. RW-P4, dated March 22, 2018, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF RWANDA dated March 22, 2018 concerning a Japanese loan to be extended with a view to “promoting the economic stabilization and development efforts of the Republic of Rwanda”),

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as “JICA”) and THE GOVERNMENT OF THE REPUBLIC OF RWANDA (hereinafter referred to as the “Borrower”) herewith conclude the following Loan Agreement (hereinafter referred to as the “Loan Agreement”, which includes all agreements supplemental hereto).

Article I

Loan

Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding SEVEN BILLION SIX HUNDRED SEVENTY MILLION Japanese Yen (¥7,670,000,000) as the principal for the implementation of Ngoma-Ramiro Road Upgrading Project described in Schedule 1 attached hereto (hereinafter referred to as the “Project”) in the form of co-financing with Lake Victoria Transport Program SOP1 extended by the International Development Association (Member of the World Bank Group) on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the “Loan”); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall cause the proceeds of the Loan to be used for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the “**Supplier(s)**”) of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the “**Eligible Source Country(ies)**”) in accordance with the allocation described in Schedule 2 attached hereto.
- (2) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the same day and month seven (7) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the “**Disbursement Period**”), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (3) Notwithstanding the stipulation in Section 2. (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.

Article II

Repayment and Interest

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

Section 2. Interest and Method of Payment thereof

The Borrower shall pay the interest to JICA semi-annually on March 20 and September 20 each year (hereinafter each referred to as the “**Payment Date**”) in arrears at the rate of one-hundredth percent (0.01%) per annum on the principal disbursed and outstanding for each Interest Period.

Article III

Particular Covenants

Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA’s General Terms and Conditions for Japanese ODA Loans, dated November 2014 (hereinafter referred to as the “**General Terms and Conditions**”), with the following supplemental stipulations:

- (1) The Front-End Fee and the Prepayment Premium shall not be charged or payable hereunder, and therefore, the Articles and Sections of the General Terms and Conditions or any part thereof applicable or referring to the Front-End Fee and/or the Prepayment Premium shall be disregarded.
- (2) Section 3.02. (3) of the General Terms and Conditions shall be read as follows:
 - (3) The Borrower may, upon giving a written notice to JICA not less than thirty (30) days prior to the Requested Prepayment Date, prepay in whole or in part the principal of the Loan outstanding as of the Requested Prepayment Date together with the interest accrued thereon. The prepaid amount of the principal of the Loan shall be applied to the installments of repayment of the principal in inverse order of maturity, in principle.

- (3) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to “JICA-Loan” account No. 0207787 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.

Section 2. Procurement Procedure

The guidelines for procurement and for the employment of consultants mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in the Procurement Procedure attached hereto as Schedule 4.

Section 3. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be Commitment Procedure, Reimbursement Procedure, and/or Transfer Procedure as stipulated in the Schedules attached hereto.

Section 4. Administration of Loan

- (1) The Borrower shall authorize Rwanda Transport Development Agency (hereinafter referred to as the “**Executing Agency**”) as the executing agency.
- (2) The Borrower shall cause the Executing Agency to employ consultants for the implementation of the Project.
- (3) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.
- (4) The Borrower shall cause the Executing Agency to furnish JICA with progress reports for the Project on a quarterly basis (in January, April,

July and October of each year) until the Project is completed, in such form and in such detail as JICA may reasonably request.

- (5) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall cause the Executing Agency to furnish JICA with a project completion report in such form and in such detail as JICA may reasonably request.

Section 5. Table of Contents and Headings

Table of Contents and the headings of Articles or Sections herein are inserted for convenient reference only, are not part of the Loan Agreement and do not affect the construction of, or be taken into consideration in interpreting the Loan Agreement.

Section 6. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

Africa Department

Nibancho Center Building 5-25

Niban-cho, Chiyoda-ku, Tokyo 102-8012

Attention: Director General

For the Borrower

Postal address:

Ministry of Finance and Economic Planning

P.O.Box 158, Kigali, Rwanda


Attention: Minister of Finance and Economic Planning

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at Kigali, Rwanda, as of the day and year first above written.

For

JAPAN INTERNATIONAL
COOPERATION AGENCY



Hiroyuki TAKADA
Chief Representative
JICA Rwanda Office

For

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Claver GATETE
Minister of Finance and
Economic Planning

Schedule 1

Description of Project

Section 1. Outline of the Project

(1) Objective:

The objective of the Project is to develop the road transportation capacity and transportation network of the Republic of Rwanda and Central Corridor through rehabilitation and upgrading roads, thereby contributing to the vitalization of distribution in the Republic of Rwanda and surrounding countries.

(2) Location:

Eastern Province of the Republic of Rwanda

(3) Executing Agency:

Rwanda Transport Development Agency

(4) Scope of the Work:

- (a) Civil works
- (b) Consulting services

The proceeds of the Loan are available for the above items (a) and (b).

Any balances remaining on the aforementioned items are to be financed by the Borrower and other fund sources.

Section 2. Limitation of Government Budget

Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's annual budgetary appropriations for JICA.

Schedule 2

Allocation of Proceeds of Loan

Section 1. Allocation

Category	Amount of the Loan Allocated (in million Japanese Yen)	% of Expenditure to be Financed
(A) Civil works	6,661	100%
(B) Consulting services	675	100%
(C) Contingencies	334	—
Total	7,670	

Note: Items not eligible for financing are as shown below.

- (a) General administration expenses
- (b) Taxes and duties
- (c) Purchase of land and other real property
- (d) Compensation
- (e) Other indirect items

With regard to disbursement in any of Categories (A) and (B), the amount to be disbursed shall be calculated from the eligible expenditure by multiplying with the percentage of the respective Category stipulated in this section, unless otherwise agreed upon between JICA and the Borrower.

Section 2. Reallocation upon change in cost estimates

If the estimated cost of items included in any of Categories (A) and (B) shall increase, the amount equal to the portion, if any, of such increase to be

financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower, to such Category from other Categories, subject, however, to the requirements for contingencies, as determined by JICA, in respect of the cost of items in the other Categories.

Schedule 3

Amortization Schedule

Due Date	Amount (in Japanese Yen)
On March 20, 2028	125,780,000
On each March 20 and September 20 beginning September 20, 2028 through March 20, 2058	125,737,000

Schedule 4

Procurement Procedure

Section 1. Guidelines to be used for procurement under the Loan

- (1) Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated April 2012 (hereinafter referred to as the “**Procurement Guidelines**”).
- (2) Employment of consultants to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for the Employment of Consultants under Japanese ODA Loans dated April 2012 (hereinafter referred to as the “**Consultant Guidelines**”).
- (3) The Procurement Guidelines will not apply in the case of procurement of goods and services for the Category (A) described in Section 1. of Schedule 2. The Borrower shall, with reference to Section 1.03(3) of the Procurement Guidelines, procure or cause to be procured goods and services with due attention to economy, efficiency, transparency and non-discrimination among bidders eligible for procurement contracts. JICA deems it appropriate that such procurement be effected through Local Competitive Bidding in accordance with the procurement procedures generally used in the Borrower’s country.

Section 2. Eligible Source Country(ies)

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

Section 3. JICA’s review of decisions relating to procurement of goods and services (except consulting services)

In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (A), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02. of the General Terms and Conditions, be subject to JICA's review and concurrence. For such contracts, the single-stage two-envelope bidding procedure, as provided for in Section 2.03 (1) of the Procurement Guidelines, should be adopted.

(1) With regard to any contract :

- (a) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to JICA a Request for Review of Procurement Procedure(s) (as per Form No. 1 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the procurement procedures as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly. When Limited International Bidding, International Shopping or Local Competitive Bidding is adopted, all subsequent procedures shall be substantially in accordance with the following sub-paragraphs (d) through (j). When Direct Contracting is adopted, before a bid/proposal is invited from the concerned firm(s), the Borrower shall submit to JICA, for JICA's review and concurrence, the draft documents to request for a bid/proposal including conditions of contract. After obtaining the concurrence of JICA, the Borrower may send the documents to the concerned firm(s). If the Borrower finds the bid/proposal of the concerned firm(s) to be satisfactory, it may then negotiate the contract; and the subsequent procedures shall be in accordance with the following sub-paragraphs (h) through (j).
- (b) Before advertisement and/or notification of pre-qualification, the Borrower shall submit to JICA, for JICA's review and concurrence, the draft pre-qualification documents including invitation, instructions to applicants, qualification criteria and requirements, and application forms. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the draft pre-qualification documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly. When the Borrower wishes to make any important alteration to the pre-qualification documents, JICA's concurrence shall be obtained before the alteration is notified to prospective applicants.

- (c) When the pre-qualified applicants have been selected, the Borrower shall submit to JICA, for JICA's review and concurrence, the detailed process and result of evaluation of pre-qualification. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly.
- (d) Before inviting bids, the Borrower shall submit to JICA, for JICA's review and concurrence, the draft bidding documents including invitation, instructions to bidders, evaluation and qualification criteria, bidding forms, conditions of contract, specifications and drawings. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the draft bidding documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly. When the Borrower wishes to make any important alteration to the bidding documents, JICA's concurrence shall be obtained before the alteration is notified to prospective bidders.
- (e) When the single-stage two-envelope bidding procedure is adopted, the Borrower shall, before opening price bids, submit to JICA, for JICA's review and concurrence, the detailed process and result of evaluation of technical bids. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the detailed process and result of evaluation as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly.
- (f) Before sending a notice of award to the successful bidder, the Borrower shall submit to JICA, for JICA's review and concurrence, the detailed process and result of evaluation of bids and proposal for award. (When the step stipulated in sub-paragraph (e) above is taken, "the detailed process and result of evaluation of bids and proposal for award" shall be read hereafter as "the detailed process and result of evaluation of price bids and proposal for award.") The Borrower shall submit to JICA, for JICA's reference, such other documents related to the detailed process and result of evaluation, such as bidding documents, as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly.
- (g) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids and re-bid or to reject all bids and negotiate with the lowest evaluated bidder (or, failing a satisfactory result

of such negotiation, with the next-lowest evaluated bidder) with a view to obtaining a satisfactory contract, the Borrower shall inform JICA of its reasons, requesting prior review and concurrence. When JICA has no objection, JICA shall inform the Borrower accordingly. In the case of re-bidding, all subsequent procedures shall be substantially in accordance with the sub-paragraphs (a) through (f).

- (h) Promptly after signing a contract, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly; provided, however, that the Borrower wishes to make any important alteration to the draft conditions of contract and other documents in the bidding document which have been already reviewed and concurred by JICA, JICA's concurrence shall be obtained before the contract is signed.
- (i) When the Borrower wishes to make any important modification or termination of the contract reviewed and concurred by JICA including any change in the contract amount, JICA's concurrence shall be obtained before making such modification or termination.
- (j) Notwithstanding the provision of sub-paragraph (i) above, with respect to the adjustment of the contract amount made in accordance with the provisions of the original contract (including the price adjustment clauses or re-measurement under the original contract) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract and shall submit to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior concurrence of JICA.

Section 4. JICA's review of decisions relating to employment of consultants

In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (B), as specified in Section 1. of Schedule 2 attached hereto,

the following procedures shall, in accordance with Section 4.02. of the General Terms and Conditions, be subject to JICA's review and concurrence.

- (1) Before proposals are invited from consultants, the Borrower shall submit to JICA, for JICA's review and concurrence, a Short List of Consultants and the Request for Proposals including a technical evaluation criteria. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly. Any further modification by the Borrower of the said documents shall require the prior concurrence of JICA.
- (2) When Quality- and Cost-Based Selection (QCBS), as provided for in Section 3.02 of the Consultant Guidelines, is adopted, the Borrower shall, before opening financial proposals, submit to JICA, for JICA's review and concurrence, the Borrower's evaluation of technical proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly.
- (3) Before initiating contract negotiations with the highest-ranked consultant, the Borrower shall submit to JICA, for JICA's review and concurrence, the results of the Borrower's evaluation of proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly.
- (4) If the Borrower wishes, as provided for in Section 3.01(4) of the Consultant Guidelines, to use single-source selection, the Borrower shall inform JICA in writing of its reasons, for JICA's review and concurrence, together with the name of the consultant to be appointed and the terms of reference. After obtaining the concurrence of JICA, the Borrower may send the Request for Proposal to the consultant concerned. If the Borrower finds the proposal of the consultant to be satisfactory, it may then negotiate the contract (including the financial terms).
- (5) Promptly after executing a contract but, in any event, before implementation, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly

certified copy of the contract, together with a Request for Review of Contract (as per Form No.3 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower of its concurrence.

- (6) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract amount shall not require such concurrence of JICA. In this regards, a change of the head of the consultant, regardless of his/her title ("project manager," "team leader" or whatever he/she is called), shall be regarded as an important modification of the contract.
- (7) Notwithstanding the provision of paragraph (6) above, with respect to the adjustment of the contract amount made in accordance with the provisions of the original contract (including the price escalation clauses or re-measurement under the original design) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior written concurrence of JICA.

Form No. 1

Date:

Ref. No.

To: JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT

Attention: Director General

Ladies and Gentlemen:

REQUEST FOR REVIEW OF PROCUREMENT PROCEDURE(S)

Reference : Loan Agreement No. RW-P4, dated March 22, 2018, for
Ngoma-Ramiro Road Upgrading Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review the Procurement Procedure as per attached sheet.

We should be grateful if you would notify us of your concurrence.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

1. Name of the Project
2. Procedure for Procurement
 - () Limited International (Local) Bidding
 - () International (Local) Shopping
 - () Direct Contract
 - () Others ()
3. Reason for Selection of Procedure for Procurement in Detail

(For example: technical considerations, economic factors, experiences and capabilities)
4. Name and Nationality of the Supplier

(in the cases of Limited International (Local) Bidding and Direct Contracting)
5. Estimated Contract Amount

Foreign Currency
Local Currency
6. Main Items Covered by the Contract
7. Type of Contract
 - () Turnkey Contract
 - () Design-Build Contract
 - () Civil Works Contract
 - () Procurement of Goods/Equipment/Materials
 - () Procurement of Services
 - () Others
8. Schedule
 - i) Date of Contract
 - ii) Shipping Date and/or Date for Commencement of Works/Services
 - iii) Completion Date (for delivery or construction)

Date:

Ref. No.

To: JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT

Attention: Director General

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

Reference: Loan Agreement No. RW-P4, dated March 22, 2018, for
Ngoma-Ramiro Road Upgrading Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Supplier: _____
3. Address of the Supplier: _____
4. Name of the Purchaser: _____
5. Contract Amount: _____
6. Eligible Expenditure: _____
7. Amount of Financing Applied for: _____
(representing ____ % of eligible expenditure)
8. Description and Origin of the Goods: _____
9. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:
(A company): _____
(B company): _____

We should be grateful if you would notify us of your concurrence to the Contract.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Date:

Ref. No.

To: JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT

Attention: Director General

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT (for consulting services)

Reference: Loan Agreement No. RW-P4, dated March 22, 2018, for
Ngoma-Ramiro Road Upgrading Project

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Consultant: _____
3. Address of the Consultant: _____
4. Name of the Employer: _____
5. Contract Amount: _____
6. Eligible Expenditure: _____
7. Amount of Financing Applied for: _____
(representing ____% of eligible expenditure)
8. (In case the Consultant is a Joint Venture) Name, Nationality and Address of each company of the Joint Venture:
(A company): _____
(B company): _____

We should be grateful if you would notify us of your concurrence to the Contract.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Schedule 5

Commitment Procedure

Brochure on Commitment Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time, (hereinafter referred to as the “**Commitment Brochure**”) shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the purchase of goods and services from the Supplier(s) with respect to the portion of the contract stated in the internationally traded currency other than that of the Republic of Rwanda.

The Paying Bank and the Issuing Bank mentioned in the Commitment Brochure shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.

Schedule 6

Reimbursement Procedure

Brochure on Reimbursement Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time, (hereinafter referred to as the “**Reimbursement Brochure**”) shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments already made to the Supplier(s).

1. The Paying Bank mentioned in this Schedule, including the Reimbursement Brochure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
2. The Agent Bank mentioned in the Reimbursement Brochure shall be the National Bank of Rwanda.
3. The supporting documents evidencing each payment and its usage, as mentioned in Section 2.01. (b) of the Reimbursement Brochure, shall be as follows:
 - (1) For payments to the supplier(s) for delivery/shipment of goods:
 - (a) the invoice from the supplier(s) specifying the goods, with their quantities and prices, which have been or are being supplied/shipped and, if any, bill of lading or similar document evidencing shipment/delivery of the goods listed on the invoice; and
 - (b) the receipt from the supplier(s) showing the date and amount of payment, bill of exchange or similar document evidencing the date and amount of payment made to the supplier(s).
 - (2) For payments under civil works contracts:
 - (a) the claim, bill or invoice from the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate can be made separately from the claim, bill or invoice; and
 - (b) the receipt from the contractor(s) showing the date and amount of

payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the contractor(s).

(3) For payments for consulting services:

- (a) the claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them; and
- (b) the receipt from the consultant(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made to the consultant(s).

(4) For payments for other services rendered:

- (a) the claim, bill or invoice from the service provider(s) specifying the nature of services rendered and amounts charged therefor; and
- (b) the receipt from the service provider(s) showing the date and amount of payment, cancelled bank check, demand draft or similar document evidencing the date and amount of payment made.

Note: If such services relate to importation of goods (e.g. freight, insurance payments), adequate references shall be given to enable JICA to relate each of these items to the specific goods, the cost of which has been or is to be financed by JICA.

4. Form SSP(T/R) attached hereto shall be substituted for Form SSP(R) attached to the Reimbursement Brochure.

Summary Sheet of Payments

Form SSP(T/R)

☐ Transfer Procedure

☐ Reimbursement Procedure

Date:

L/A No.:		Application Serial No.		L/A Category Name :		JICA Concurrence No.:	
						Contract No.:	
					(A)	(B)	(C)=(A) × (B)
Item No.	Supplier	Contract Concurrence Amount (or Contract Amount)	Date of payment (Reimbursement Procedure only)	Description	Amount Paid and currency (without Tax)	Disbursement Ratio	Amount for JICA Financing and currency
1.							
2.							
3.							
.							

Total (A)

Total (C)

If requested currency is different from (C) above:

Exchange rate as of Date/Month/Year : 1 JPY = XXX (name of the currency) (E)

Request Amount and currency (D) (C) ÷ (E)	
---	--

The undersigned certifies that the Supplier(s) and payments stated above are eligible under the Loan Agreement.

For (Name of the Borrower)

Authorized Person's
Signature, Name & Title

[Transfer Procedure / Reimbursement Procedure] Tick the procedure applied to this request

[Category]: Category Name described in Section 1 of Schedule 2 of the Loan Agreement

[Contract Concurrence Amount or Contract Amount]: Concurrence amount by JICA. If not applicable, contract amount

[Description] : Description of service/goods, & details of payment (i.e. down payment, an installment payment or the final payment, invoice no., monthly payment, etc).

[Amount Paid/Payable]: Amount in the currency claimed by/paid to the Supplier(s). (A) ≥ Eligible amount on the Claims for Payment/or amount on the Receipt

[Disbursement Ratio]: Ratio to derive the Amount for JICA Financing against Amount Payable/Paid.

[Amount for JICA Financing]: Amount applicable for JICA financing in the currency claimed by/paid to the Supplier(s). If the currency for the final requested amount to JICA is different from (C), indicate the Exchange rate (E) (TTB rate 1 business day prior to the date on the Request for Disbursement/Reimbursement) quoted in accordance with the Brochure on Transfer/Reimbursement Procedure and relevant provision(s) of the Loan Agreement, to calculate the Request Amount (D).

If the Request for Disbursement/Reimbursement includes payments for more than 1 Category/Concurrence no., prepare the Summary Sheet for each.

Note: Exchange of Notes between the two governments is the basis for the Loan Agreement between the Borrower and JICA. Therefore, this draft Loan Agreement shall be finalized only upon the finalization of the Exchange of Notes.

Schedule 7

Transfer Procedure

Brochure on Transfer Procedure for Japanese ODA Loans dated December 2015, as may be amended from time to time, (hereinafter referred to as the “**Transfer Brochure**”), shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments to be made to the Supplier(s).

1. The Paying Bank mentioned in this Schedule, including the Transfer Brochure, shall be The Bank of Tokyo-Mitsubishi UFJ, Ltd., Tokyo.
2. The Agent Bank mentioned in this Schedule, including the Transfer Brochure, shall be the National Bank of Rwanda.
3. The local currency of the Borrower's country wherever mentioned in the Transfer Brochure is Rwandan Franc.
4. The supporting documents evidencing each payment and its usage, as mentioned in 3.02. (1)(d) and 4.02. (1)(d) of the Transfer Brochure, shall be as follows:
 - (1) For payments to the supplier(s) for shipment/delivery of goods:
 - (a) the invoice from the supplier(s) specifying the goods, with their quantities and prices, which have been or are being supplied/shipped and if any, bill of lading or similar document evidencing shipment/delivery of the goods listed on the invoice.
 - (2) For payments under civil works contracts:
 - (a) the claim, bill or invoice from the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the chief engineer or project officer of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate can be made separately from the claim, bill or invoice.
 - (3) For payments for consulting services:

(a) the claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them.

(4) For payments for other services rendered:

(a) the claim, bill or invoice from the service provider(s) specifying the nature of services rendered and amounts charged therefor.

Note: If such services relate to importation of goods (e.g. freight, insurance payments), adequate references shall be given to enable JICA to relate each of these items to the specific goods, the cost of which has been or is to be financed by JICA.

5. Form SSP(T/R) attached schedule 5 shall be substituted for Form SSP(T) attached to the Transfer Brochure.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N° 113 ryo kuwa 29/6/2018 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Werurwe 2018, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'inguzanyo ingana na miliyari zirindwi na miliyoni magana atandatu (7.670.000,000 ¥) agenewe umushinga wo gutunganya umuhanda Ngoma-Ramiro

Seen to be annexed to Presidential Order N° 113 of 29/6/2018 ratifying the Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the loan of seven billion six hundred seventy million Japanese Yen (¥7,670,000,000) for Ngoma-Ramiro road upgrading project

Vu pour être annexé à l'Arrêté Présidentiel N° 113 du 29/6/2018 ratifiant l'Accord de prêt signé à Kigali, au Rwanda le 22 mars 2018, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au prêt de sept milliards six cent soixante-dix millions de Yen Japonais (7.670.000.000 ¥) pour le projet d'amélioration de la route Ngoma-Ramiro

Kigali, ku wa 29/6/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Eduoard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango
cya Repubulika:**

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

Kigali, on 29/6/2018

(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 29/6/2018

(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°114 RYO KU
WA 29/6/2018 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI
MU RWANDA KU WA 22 Werurwe 2018,
HAGATI YA REPUBULIKA Y'U
RWANDA NA BANKI NYAFURIKA
ITSURA AMAJYAMBERE,
YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI MIRONGO
ITATU Z'AMADOLARI
Y'ABANYAMERIKA (30.000.000 USD)
AGENEWE GUSHYIGIKIRA IKIGEGA
CY'U RWANDA KIGENEWE
GUHANGA UDUSHYA

PRESIDENTIAL ORDER N°114 OF
29/6/2018 RATIFYING THE LOAN
AGREEMENT SIGNED AT KIGALI,
RWANDA ON 22 MARCH 2018,
BETWEEN THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT BANK, RELATING TO
THE LOAN OF THIRTY MILLION
AMERICAN DOLLARS (USD 30,000,000)
FOR RWANDA INNOVATION FUND

ARRÊTÉ PRÉSIDENTIEL N°114 DU
29/6/2018 RATIFIANT L'ACCORD DE
PRÊT SIGNÉ À KIGALI, AU RWANDA
LE 22 MARS 2018, ENTRE LA
RÉPUBLIQUE DU RWANDA ET LA
BANQUE AFRICAINE DE
DÉVELOPPEMENT, RELATIF AU
PRÊT DE TRENTE MILLIONS DE
DOLLARS AMÉRICAINS (30.000.000
USD) POUR LE FONDS D'INNOVATION
DU RWANDA

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

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bikorwa iri teka

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Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

Dushingiye ku Itegeko N°40 ryo ku wa 29/6/2018 ryemera kwemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Werurwe 2018, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu z'Amadolari y'Abanyamerika (30.000.000 USD) agenewe gushyigikira Ikigega cy'u Rwanda kigenewe guhanga udushya;

PRESIDENTIAL ORDER N°114 OF 29/6/2018 RATIFYING THE LOAN AGREEMENT SIGNED AT KIGALI, RWANDA ON 22 MARCH 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE AFRICAN DEVELOPMENT BANK, RELATING TO THE LOAN OF THIRTY MILLION AMERICAN DOLLARS (USD 30,000,000) FOR RWANDA INNOVATION FUND

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°40 of 29/6/2018 approving the ratification of the Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of thirty million American dollars (USD 30,000,000) for Rwanda Innovation Fund;

ARRÊTÉ PRÉSIDENTIEL N°114 DU 29/6/2018 RATIFIANT L'ACCORD DE PRÊT SIGNÉ À KIGALI, AU RWANDA LE 22 MARS 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE AFRICAINE DE DÉVELOPPEMENT, RELATIF AU PRÊT DE TRENTÉ MILLIONS DE DOLLARS AMÉRICAINS (30.000.000 USD) POUR LE FONDS D'INNOVATION DU RWANDA

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°40 du 29/6/2018 approuvant la ratification de l'Accord de prêt signé à Kigali, au Rwanda le 22 mars 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de trente millions de dollars américains (30.000.000 USD) pour le Fonds d'Innovation du Rwanda;

Tumaze kubona Amasezerano y'Inguzanyo yashyirweho umukono i Kigali mu Rwanda ku wa 22 Werurwe 2018, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu z'Amadolari y'Abanyamerika (30.000.000 USD) agenewe gushyigikira Ikigega cy'u Rwanda kigenewe guhanga udushya;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE :

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Inguzanyo yashyirweho umukono i Kigali mu Rwanda ku wa 22 Werurwe 2018, hagati ya Repubulika y'u Rwanda na Banki Nyafurika Itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu z'Amadolari y'Abanyamerika (30.000.000 USD) agenewe gushyigikira Ikigega cy'u Rwanda kigenewe guhanga udushya, 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

Considering the Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of thirty million American dollars (USD 30,000,000) for Rwanda Innovation Fund;

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

Article One: Ratification

The Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of thirty million American dollars (USD 30,000,000) for Rwanda Innovation Fund, 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 22 mars 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de trente millions de dollars américains (30.000.000 USD) pour le Fonds d'Innovation du Rwanda;

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

Après examen et adoption par le Conseil des Ministres;

AVONS ARRETE ET ARRETONS :

Article premier: Ratification

L'Accord de prêt signé à Kigali, au Rwanda le 22 mars 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de trente millions de dollars américains (30.000.000 USD) pour le Fonds d'Innovation du Rwanda, 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

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

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Kigali, ku wa 29/6/2018

(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 Trade and Industry are entrusted with the implementation of this Order.

Article 3: Commencement

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

Kigali, on 29/6/2018

(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

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

Article 3: Entrée en vigueur

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

Kigali, le 29/6/2018

(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°114 RYO KU WA 29/6/2018 RYEMEZA
BURUNDU AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KU WA 22 WERURWE 2018,
HAGATI YA REPUBULIKA Y'U RWANDA NA
BANKI NYAFURIKA ITSURA
AMAJYAMBERE, YEREKERANYE
N'INGUZANYO INGANA NA MILIYONI
MIRONGO ITATU Z'AMADOLARI
Y'ABANYAMERIKA (30.000.000 USD)
AGENEWE GUSHYIGIKIRA IKIGEGA CY'U
RWANDA KIGENEWE GUHANGA
UDUSHYA**

**ANNEX TO PRESIDENTIAL ORDER
N°114 OF 29/6/2018 RATIFYING THE
LOAN AGREEMENT SIGNED AT
KIGALI, RWANDA ON 22 MARCH 2018,
BETWEEN THE REPUBLIC OF
RWANDA AND THE AFRICAN
DEVELOPMENT BANK, RELATING
TO THE LOAN OF THIRTY MILLION
AMERICAN DOLLARS (USD 30,000,000)
FOR RWANDA INNOVATION FUND**

**ANNEXE A L'ARRÊTÉ PRÉSIDENTIEL
N°114 DU 29/6/2018 RATIFIANT
L'ACCORD DE PRÊT SIGNÉ À KIGALI,
AU RWANDA LE 22 MARS 2018, ENTRE
LA RÉPUBLIQUE DU RWANDA ET LA
BANQUE AFRICAINE DE
DÉVELOPPEMENT, RELATIF AU PRÊT
DE TRENTÉ MILLIONS DE DOLLARS
AMERICAINS (30.000.000 USD) POUR LE
FONDS D'INNOVATION DU RWANDA**



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

(RWANDA INNOVATION FUND)**

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ONG

**LOAN AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE AFRICAN DEVELOPMENT BANK
(RWANDA INNOVATION FUND)**

**PROJECT ID No. : P-RW-G00-001
LOAN No. : 2000200002401**

This LOAN AGREEMENT (hereinafter called the "Agreement") is entered into this 22nd day of MARCH 2018 between the REPUBLIC OF RWANDA (the "BORROWER") and the AFRICAN DEVELOPMENT BANK (the "BANK"). The Borrower and the Bank shall collectively hereinafter be referred to as the "PARTIES".

1. WHEREAS the Borrower has requested the Bank to support the establishment of the Rwanda Innovation Fund (hereinafter the "Project"), by providing a Loan in the amount specified hereunder;
2. WHEREAS the Borrower's Ministry of Finance and Economic Planning shall be the Executing Agency for the Project;
3. WHEREAS the Project is technically feasible, economically viable, socially desirable and environmentally sustainable; and

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

NOW THEREFORE the PARTIES hereto hereby agree as follows:

ARTICLE I

GENERAL CONDITIONS-DEFINITIONS

Section 1.01. General Conditions. The Parties to this Agreement accept all the provisions of the *General Conditions Applicable to the African Development Bank Loan Agreements and Guarantee Agreements (Sovereign entities)*, as amended from time to time, (hereinafter called the "*General Conditions*") with the same force and effect as if they were fully set forth herein. In the event of inconsistency between any provision of this Agreement and the General Conditions, the provisions of this Agreement shall prevail.

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

- i) **"Agreement"** means this Loan Agreement as well as any amendments, modifications, revisions and annexes that are included herein or shall from time to time be made to this Loan Agreement;

- ii) **“Angaza IM Rwanda”** means a company to be established in the Republic of Rwanda for inter alia, the management and administration of the RIF;
- iii) **“Average Loan Maturity”** means sixteen years and nine months (16.75 years) , which is the weighted average time to repay the Loan, and calculated as the average number of years until each principal repayment amount of the Loan is due, weighted by the total principal repayment amounts;
- iv) **“Business Day”** means any day of the calendar year during which banks or money markets are open at any given place for any given transaction required for the accomplishment of the objectives of this Agreement;
- v) **“Closing Date”** means the date indicated in Section 6.02 to this Agreement, or such later date as shall be agreed upon between the Borrower and the Bank, specified for purposes of section 6.03 paragraph (1)(f) of the *General Conditions*;
- vi) **“Commitment Charge”** means, as specified in the General Conditions, a charge that the Bank applies to the Borrower on the available but undisbursed portion of the Loan;
- vii) **“Conversion”** means any of the following modifications of the terms of all or any portion of the Loan that has been

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

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

displayed on page EURIBOR01 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters, as of 11:00 a.m. (Brussels time), two (2) Business Days prior to the relevant Reset Date.

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

Margin, Lending Spread and, where applicable, a Maturity Premium;

- xvii) **“Funding Cost Margin”** means the six (6) -month adjusted average of the difference between: (i) the refinancing rate of the Bank as to the borrowings linked to the relevant Floating Base Rate and allocated to all its floating interest loans denominated in the loan currency; and (ii) the relevant Floating Base Rate for each semester ending on 30 June and on 31 December. This spread shall be added to the relevant Floating Base Rate which resets on 1 February and on 1 August. The Funding Cost Margin shall be determined twice per year on 1 January for the semester ending on 31 December and on 1 July for the semester ending on 30 June. With respect to amounts of the Loan to which Currency Conversion applies, the respective Funding Cost Margin of the new Loan Currency as advised to the Borrower by the Bank will be applicable;
- xviii) **“Grace Period”** means the eight (8) years period commencing from the Date of Signature of this Agreement during which only the Front End Fee, the Commitment Charge, the interest, and, if applicable, the Swap Unwinding Costs and the Conversion costs shall be payable, except in the event of the acceleration of maturity of the Loan, at

which time the principal together with interest shall be payable;

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

amount of the Loan disbursed and outstanding from a Floating Base Rate to a Fixed Based Rate, or vice versa;

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

- xxvii) **"LIBOR"** means, in relation to each Interest Period, the London Interbank Offered Rate administered by the Intercontinental Exchange Group (ICE) Benchmark Administration Limited (or any other person that takes over the administration of that rate) for deposits in US Dollars for a six (6)-month period displayed on the Reuters screen, Page LIBOR01 (or any replacement Reuters page which displays that rate), as of 11:00 a.m. (London time), two (2) Business Days prior to the relevant Reset Date. If such page or service ceases to be available, the Bank may specify another page or service displaying the relevant rate after consultation with the Borrower;
- xxviii) **"Loan"** means the maximum amount of funds provided by the Bank by virtue of this Agreement and specified in Section 2.01 herein;
- xxix) **"Loan Currency"** shall have the meaning ascribed thereto in the General Conditions; provided however that, if the Loan or any portion thereof is subject to a Currency Conversion, "Loan Currency" means the Currency in which the Loan, or any portion thereof, is denominated from time to time and if the Loan is denominated in more than one Currency, "Loan Currency" shall refer separately to each of such Currencies;
- xxx) **"Maturity Premium"** means 20 bps (0.2%) per annum;

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

transaction on the date of termination or adjustment of the interest rate or cross currency swap;

xxxviii) "US Dollar(s)" or "USD" respectively, shall mean the lawful currency of the United States of America.

ARTICLE II

THE LOAN

Section 2.01. Amount. The Bank agrees to lend to the Borrower, from the ordinary capital resources of the Bank, an amount not exceeding Thirty Million United States Dollars (USD 30,000,000) (hereinafter referred to as "the Loan"). The Loan may be converted from time to time through a Currency Conversion in accordance with the provisions of Article IV of this Agreement and the *Conversion Guidelines*.

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

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

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

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

Section 3.01. Interest Rates.

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

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

December for USD, EUR and JPY; and (ii) quarterly on 1st March, 1st June, 1st September and 1st December for ZAR.

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

Section 3.02. Interest Rate Substitution. If, for any reason whatsoever, the Bank cannot determine or calculate the Floating Base Rate or, with respect to amounts of the Loan to which an Interest Rate Conversion applies, the Fixed Base Rate (for amounts for which a Fixed Base Rate has not previously been determined), as provided in the preceding Section 3.01, the Bank shall promptly notify the Borrower as to such circumstance. The Bank shall then consult with the Borrower in order to agree on a substitute interest rate in accordance with Section 3.03,

paragraphs b) and c) of the *General Conditions* allowing the Bank to keep the same margin as specified in Section 3.01 herein.

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

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

Section 3.05. Repayment of Principal.

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

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

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

Section 3.06. Front End Fee. The Borrower shall pay a Front End Fee of one-quarter of one per cent (0.25%) of the total Loan amount. The Front End Fee is payable at the latest thirty (30) calendar days from the Date of Signature of this Agreement, and in any case before any disbursement of the Loan is made. The Borrower shall be

required to pay the Front End Fee notwithstanding any cancellation of the Loan occurring after the Date of Signature.

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

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

Section 3.09. Currencies of Disbursements.

- a) All disbursements made by the Bank to the Borrower shall be denominated in the Original Loan Currency, unless and until such time as they become part of a Currency Conversion in accordance with the provisions of Article IV of this Agreement and the *Conversion Guidelines*;

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

- e) Notwithstanding the provisions of Section 3.10 of this Agreement, all funds disbursed in a currency of substitution shall also be repaid in the currency of substitution, save for disbursements which have been converted in accordance with Section 3.09(c) which, for the purposes of this paragraph (e), shall be deemed to have been disbursed in the Original Loan Currency or, with respect to amounts of the Loan to which a Currency Conversion applies, the new Loan Currency.

Section 3.10. Currencies, Mode and Place of Payments.

- a) All amounts due to the Bank pursuant to this Agreement shall be payable in the Original Loan Currency or, with respect to amounts of the Loan to which a Currency Conversion applies, the new Loan Currency, without being subject to any restriction, set-off or deduction on account of exchange rate fluctuations, transmission, other transfer charges or other reasons of any nature whatsoever. Such amounts shall be paid into a bank account of the Bank, which the Bank shall indicate to the Borrower from time to time. The Borrower shall not be discharged of its obligation to the Bank until the full amount due in the currency of disbursement is effectively at the disposal of the Bank in the bank account designated by the Bank in accordance with this provision; and
- b) All payments due to the Bank under this Agreement shall be paid so that the amount shall be effectively at the Bank's disposal on

the due date. If the due date falls on a day when banks are not open for business at the place designated for payment, such amount shall be paid so that it is effectively at the disposal of the Bank on the next Business Day at the designated place.

ARTICLE IV

CONVERSION OF LOAN TERMS

Section 4.01. Conversions Generally. The Borrower may at any time request any of the following Conversions of the terms of any portion of the Loan in order to facilitate prudent debt management: (i) Currency Conversion; (ii) Interest Rate Conversion; (iii) Interest Rate Cap; or (iv) Interest Rate Collar. Each such request shall be furnished by the Borrower to the Bank in accordance with the *Conversion Guidelines* and, upon acceptance by the Bank, the conversion requested shall be considered a Conversion for the purposes of this Loan Agreement and shall be effected in accordance with the *Conversion Guidelines*.

Section 4.02. Conversion Fees. The Borrower shall pay: (i) a transaction fee for each Conversion and for each early termination of a Conversion (including any early termination in connection with a prepayment or an acceleration of the Loan pursuant to Section 3.05(b) of this Loan Agreement and Section 7.01 of the *General Conditions*), respectively, and (ii) an unwinding amount, if any, for each early termination of a Conversion, in each case, in such amount or at such rate, in such currency and at such times as announced by the Bank

from time to time in accordance with the *Conversion Guidelines* then in effect.

ARTICLE V
CONDITIONS PRECEDENT TO ENTRY INTO FORCE
AND FIRST DISBURSEMENT, OTHER CONDITIONS
AND UNDERTAKINGS

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

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

- (i) Legal opinion issued by counsel to the RIF confirming that the RIF has been duly established and has the requisite authorisations and licenses required within Rwanda for the exercise of its functions and obligations under the Project with the certified copies of the incorporation documents of RIF attached to same;

- (ii) Legal opinion issued by the company secretary of Angaza IM Rwanda confirming that it has been duly established and has the requisite authorisations and licenses required within Rwanda for the exercise of its functions and obligations under the Project with certified copies of the incorporation documents of Angaza IM Rwanda attached to same;
- (iii) A certified executed copy of the Management Agreement (or similar agreement) between Angaza IM Rwanda and the Borrower on inter alia, the administration of the RIF ;
- (iv) Letter (s) of commitment from private investors totaling thirty million United States Dollars (USD 30,000,000) as proof that the RIF will achieve the initial Fund size of sixty million United States Dollars (USD 60,000,000); and
- (v) Evidence of the appointment of the Project Administrator, whose qualification and experience are acceptable to the Bank.

Section 5.03. Other Conditions. The Borrower shall, in form and substance satisfactory to the Bank, fulfil the following conditions:

- (i) The establishment of Environmental and Social Management System (ESMS) within three (3) months of first disbursement;
- (ii) Opening of a special account prior to first disbursement; and

- (iii) Evidence of the establishment of Steering Committee, whose composition and qualifications are acceptable to the Bank within six (6) months of first disbursement.

Section 5.04. Undertakings. The Borrower undertakes, in form and substance satisfactory to the Bank, to:

- (i) submit a draft bill for the Partnership Law to the Parliament of Rwanda within four (4) months of the date of this Agreement and shall provide evidence of the submission to the Bank;
- (ii) submit to the Bank, regular quarterly progress reports on inter alia, the activities of the RIF in relation to the Project;
- (iii) implement the Environmental and Social Management System Plan (ESMSP) and report to the Bank on a quarterly basis, as part of the quarterly progress report;
- (iv) to implement the Project and have it implemented by its contractors in accordance with: (a) the rules and procedures of the Bank; (b) national law; and (c) recommendations and procedures contained in the Project ESMS; and
- (v) to facilitate Bank's oversight through procurement audits to be conducted concurrently and upon completion of the Project.

ARTICLE VI

DISBURSEMENTS AND CLOSING DATE

Section 6.01. Disbursement. The amount of the Loan shall be disbursed by the Bank in accordance with the provisions of this Agreement, the General Conditions, and the Bank's Disbursement Handbook and the Disbursement Letter.

Section 6.02. Closing Date. For the purposes of Section 2.01 and Section 6.03 paragraph (1) (f) of the General Conditions, the Closing Date shall be **31st December 2022**, or such later date as may be agreed upon between the Borrower and the Bank. No request for withdrawal from the Loan shall be accepted after the Closing Date, and any amount of the Loan then remaining undrawn shall be cancelled.

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

Section 6.04. Taxes. In accordance with provisions of Article VIII of the General Conditions, this Agreement, the Loan and Charges on the Loan shall be free from any taxes levied by, or in the territory of, the Borrower on or in connection with the execution, delivery or registration thereof. The immunities, exemptions and privileges from taxation shall inure to, and be for the sole benefit of the Bank and shall therefore not be the basis for a claim to or a request for similar

entitlement by a consultant, contractor or other third party engaged by the Borrower in connection with the Project.

ARTICLE VII PROCUREMENT

Section 7.01. Procurement. Procurement of goods (including non-consultancy services), works, and the acquisition of consulting services financed by the proceeds of the Loan will be carried out in accordance with the Procurement Framework for Bank Group Funded Operations, October 2015, as may be amended from time to time, and the Project Procurement Plan approved by the Bank, and as further set out below:

- (i) Borrower Procurement System (BPS): Specific Procurement Methods and Procedures (PMPs) under BPS comprising the Public Procurement Law N°12/2007 of 27/03/2007 as modified and completed by the Law N°05/2013 of 13/02/2013 and Ministerial Order n° 001/14/10/TC of 19/02/2014 establishing regulations on public procurement, standard bidding documents and contracts for the procurement of technical service and audit services to be entailed under the project.

- (ii) The following contracts will be procured using the BPS in line with the Borrower's procurement laws and regulations, using relevant National Standard Bidding Documents (NSBD):

- a. **Operating Costs:** The procurement of goods and services financed under the operating costs will be governed by the provisions of the SPIU's Manual of Procedures acceptable to the Bank.

- (iii) The Bank reserves the right to propose use of the Bank's Procurement Methods and Procedures ("PMPs") in the event that: (a) a revision introduced in the BPS adversely and substantially impacts smooth execution of procurement contracts; (b) identified risk mitigation measures are not satisfactorily implemented or tendencies for increased risks are observed; (c) audit finds deficiencies and inadequacies in the BPS procurement process; (d) complaints are not properly addressed following the Borrower's complaint handling procedures and mechanism that contravene acceptable good procurement practices.

- (iv) The proceeds of the Loan shall not be used to award a contract or finance an activity of a firm or an individual that is debarred by the Bank following the Bank's sanctions policy and procedures or the agreement for mutual enforcement of debarment decisions.

Section 7.02. Procurement Plan. At the beginning of Project implementation, the Borrower shall furnish to the Bank for its approval, an updated Procurement Plan acceptable to the Bank,

covering among other things, the following: (i) the particular works, goods and services required to implement the Project; (ii) the proposed methods for procurement; and (iii) the applicable Bank review procedures. The Bank shall review the procurement arrangements proposed by the Borrower in the Procurement Plan to verify conformity with this Agreement and the Procurement Framework. The Procurement Plan shall cover an initial period of at least eighteen (18) months. The Borrower shall update the Procurement Plan on an annual basis or as required to reflect the actual Project implementation needs and improvements in institutional capacity. Any revisions proposed to the Procurement Plan shall be furnished to the Bank for prior approval in writing. The Borrower shall implement the Procurement Plan as approved by the Bank.

Section 7.03. Eligibility. The Borrower shall ensure that the proceeds of the Loan are used exclusively for procurement, in the territories of the Member States, of goods produced in and services and works supplied from those territories (the term "Member State" being defined in Article 3 of the Agreement Establishing the Bank).

Section 7.04. Review Procedures. Except as the Bank shall otherwise determine by notice to the Borrower, the following documents, under the Bank's PMPs, shall be subject to prior review and approval by the Bank before promulgation: (i) General Procurement Notices; (ii) Specific Procurement Notices; (iii) Bidding Documents and Requests for Proposals from Consultants; (iv) Bid

Evaluation Reports or Reports on Evaluation of Consultants' Proposals, including shortlists and recommendations for contract awards; (v) draft contracts, if these have been amended and differ from the drafts included in the bid/tender documents; and (vi) modification of signed contracts.

ARTICLE VIII

FINANCIAL REPORTS AND AUDIT

Section 8.01. Financial Management. The Borrower shall maintain proper records of account pursuant to Section 9.09 of the *General Conditions*, and shall prepare and furnish the Bank with; (i) quarterly project financial management reports, within forty-five (45) calendar days of the end of each calendar quarter, and (ii) a Project Completion Report, within six (6) months following project completion.

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

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.01. Authorized Representatives. The Minister responsible for Finance and Economic Planning of the Borrower, or such other person as the Minister may designate in writing, shall be the authorized representative of the Borrower.

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

Section 9.03. Addresses. The following addresses are specified for the purposes of Article XI of the *General Conditions*:

For the Borrower:

Mail Address:

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

To the attention of:

The Permanent Secretary
and Secretary to the Treasury

For the Bank:

Headquarters' Address:

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

For the Regional Office: East Africa Regional Development and

Business Delivery Office

Khushee Towers

Longonot Road, Upper Hill

P.O. Box: 4861 – 00200

Nairobi

KENYA

Tel: (254) 202 998230

Fax: (254) 202 712938

To the attention of:

The Director General, RDGE

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

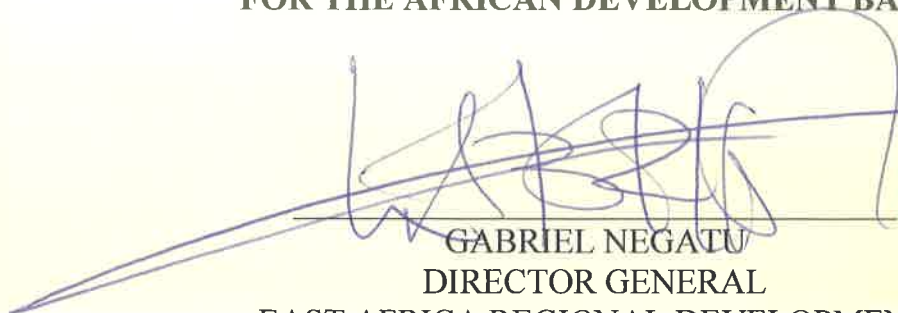
FOR THE REPUBLIC OF RWANDA



CLAVER GATETE
MINISTER OF FINANCE AND
ECONOMIC PLANNING



FOR THE AFRICAN DEVELOPMENT BANK



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



ATTESTED BY:



VINCENT O. NMEHIELLE
SECRETARY GENERAL

ANNEX I

PROJECT DESCRIPTION

The Rwanda Innovation Fund (“RIF”) project is for establishment and investment in the RIF with an initial fund size of sixty million US Dollars (USD 60,000,000). The fund will invest in technology start-ups in Rwanda and the African continent. The proposed project aims to address the financing gap that Information and Communication Technology (ICT) companies face at different growth stages in Rwanda and in the wider East African region. In order to address the financing gap, the project will establish affordable funding mechanisms for ICT companies.

To achieve this, the project will provide equity financing for ICT Tech Enabled Small and Medium-size Enterprises (SME’s), train ICT entrepreneurs in business planning and management, and increase awareness and sensitization with respect to intellectual property rights. The Fund is expected to support one hundred and fifty (150) companies at various stages of growth, invest in about twenty (20) early growth stage opportunities, and create roughly two thousand (2000) direct jobs and an estimated six thousand (6,000) indirect jobs throughout its lifecycle (ten (10) years + two (2) years).

The Project is composed of three components described in the table below:

S/N	Component name	Component description
1	Investment Fund	<p>This component establishes a commercially viable early-stage company investment vehicle, with a projected fund size of US\$ 100 million and initial closing of \$60 million.</p> <ul style="list-style-type: none"> • The fund will make equity investments (US\$0.250 million – US\$10 million, including follow-on). Proposed exit options include trade sale, secondary purchase, or IPO etc. • The Fund will mobilize Limited Partners' (LP) commitments from Public investors - US\$30 million (ADB Public to GoR) and Private investors (led by the Fund Manager) – initial US\$60 million, including the Fund Manager's 1% commitment. The Target Fund size is USD100 million. • Public commitment is catalytic, providing a cushioning and crowd-in effect for Private commitments.
2	Technical Assistance (TA) Pool	<p>This component envisions a</p> <ul style="list-style-type: none"> • Committed budget and an independent and dedicated team of 3-5 experts, with experience in the VC/PE sector, innovation and technology enabled entrepreneurship. • The team will complement the interface between government and the RIF, while overseeing the design, implementation and operation of several ecosystem intervention programs • Design and facilitation of company targeted programs, together with partners, to develop a pipeline of start-ups and SME's sourced from incubators/accelerators and the market, to be eligible for RIF investment • Focused on helping provide business development support to investee companies of RIF, in order to scale regionally and internationally • Support the entrepreneurial capacity building both at the fund and ecosystem level, leveraging off the investments of the RIF, and anticipated follow-on investments.
3	Project Management	<p>This component makes provision for project management and auditing the project.</p>

ANNEX II
CATEGORIES OF EXPENDITURES
TO BE FINANCED BY THE LOAN

This Annex indicates the categories of expenditure to be financed using the proceeds of the Loan and the allocation of resources to each category.

	Amount in USD Millions		
Expenditure Categories	Foreign Currency	Local Currency	Total
Investment Fund	30.00	-	30.00
Goods	-	-	-
Services	-	-	-
Total Project Cost	30.00	-	-

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N°114 ryo kuwa 29/6/2018 ryemeza burundu Amasezerano y'Inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Werurwe 2018, hagati ya Repubulika y'u Rwanda na Banki Nyafurika itsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni mirongo itatu z'Amadolari y'Abanyamerika (30.000.000 USD) agenewe gushyigikira Ikigega cy'u Rwanda kigenewe guhanga udushya

Seen to be annexed to Presidential Order N°114 of 29/6/2018 ratifying the Loan Agreement signed at Kigali, Rwanda on 22 March 2018, between the Republic of Rwanda and the African Development Bank, relating to the loan of thirty million American dollars (USD 30,000,000) for Rwanda Innovation Fund

Vu pour être annexé à l'Arrêté Présidentiel N°114 du 29/6/2018 ratifiant l'Accord de prêt signé à Kigali, au Rwanda le 22 mars 2018, entre la République du Rwanda et la Banque Africaine de Développement, relatif au prêt de trente millions de dollars américains (30.000.000 USD) pour le Fonds d'Innovation du Rwanda

Kigali, ku wa 29/6/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Eduoard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango
cya Repubulika:**

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

Kigali, on 29/6/2018

(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 29/6/2018

(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°115 RYO KU
WA 29/6/2018 RYEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I
WASHINGTON DC MURI LETA ZUNZE
UBUMWE Z'AMERIKA KU WA 18
MATA 2018, HAGATI YA REPUBULIKA
Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA
AMAJYAMBERE (IDA) NK'URWEGO
RUYOBORA IKIGEGA GIHURIWEHO
N'ABATERAKUNGA BAGAMIJE
KUZAMURA URWEGO RW'IMIRIRE
N'UBURYO BW'ITERANKUNGA KU
ISI, YEREKERANYE N'IMPANO
INGANA NA MILIYONI
MAKUMYABIRI N'ESHATU
Z'AMADOLARI Y'ABANYAMERIKA
(23.000.000 USD) NK'INKUNGA
Y'INYONGERA YO GUSHYIGIKIRA
UMUSHINGA WO GUFASHA
ABATISHOBOYE

PRESIDENTIAL ORDER N°115 OF
29/6/2018 RATIFYING THE GRANT
AGREEMENT SIGNED AT
WASHINGTON DC, UNITED STATES
OF AMERICA ON 18 APRIL 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 AND THE GLOBAL FINANCING
FACILITY, RELATING TO THE GRANT
OF TWENTY-THREE MILLION
AMERICAN DOLLARS (USD 23,000,000)
AS ADDITIONAL FINANCING FOR
STRENGTHENING SOCIAL
PROTECTION PROJECT

ARRÊTÉ PRÉSIDENTIEL N°115 DU
29/6/2018 RATIFIANT L'ACCORD DE
DON SIGNÉ À WASHINGTON DC, AUX
ÉTATS-UNIS D'AMÉRIQUE LE 18 Avril
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
ET DU MÉCANISME DE
FINANCEMENT MONDIAL, RELATIF
AU DON DE VINGT-TROIS MILLIONS
DE DOLLARDS AMÉRICAINS
(23.000.000 USD) COMME
FINANCEMENT ADDITIONNEL POUR
LE RENFORCEMENT DU PROJET DE
PROTECTION SOCIALE

ISHAKIRO

Ingingo ya mbere: Kwemeza burundu

Ingingo ya 2: Abashinzwe gushyira mu
bikorwa iri teka

Ingingo ya 3: Igihe iri teka ritangira
gukurikizwa

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ITEKA RYA PEREZIDA N°115 RYO KU WA 29/6/2018 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I WASHINGTON DC MURI LETA ZUNZE UBUMWE Z'AMERIKA KU WA 18 MATA 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA) NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERAKUNGA BAGAMIJE KUZAMURA URWEGO RW'IMIRIRE N'UBURYO BW'ITERANKUNGA KU ISI, YEREKERANYE N'IMPANO INGANA NA MILIYONI MAKUMYABIRI N'ESHATU Z'AMADOLARI Y'ABANYAMERIKA (23.000.000 USD) NK'INKUNGA Y'INYONGERA YO GUSHYIGIKIRA UMUSHINGA WO GUFASHA ABATISHOBOYE

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°41 ryo ku wa 29/6/2018 ryemera kwemeza burundu Amasezerano y'Impano yashyiriweho umukono i Washington DC muri Leta Zunze

PRESIDENTIAL ORDER N°115 OF 29/6/2018 RATIFYING THE GRANT AGREEMENT SIGNED AT WASHINGTON DC, UNITED STATES OF AMERICA ON 18 APRIL 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 AND THE GLOBAL FINANCING FACILITY, RELATING TO THE GRANT OF TWENTY-THREE MILLION AMERICAN DOLLARS (USD 23,000,000) AS ADDITIONAL FINANCING FOR STRENGTHENING SOCIAL PROTECTION 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°41 of 29/6/2018 approving the ratification of the Grant Agreement signed at Washington DC, United States of America on 18 April 2018, between the Republic of

ARRÊTÉ PRÉSIDENTIEL N°115 DU 29/6/2018 RATIFIANT L'ACCORD DE DON SIGNÉ À WASHINGTON DC, AUX ETATS-UNIS D'AMERIQUE LE 18 Avril 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA) AGISSANT EN QUALITE D'ADMINISTRATEUR DU FONDS MULTI-DONATEUR POUR L'ATTEINTE DE L'IMPACT NUTRITIONNEL A GRANDE ÉCHELLE ET DU MECANISME DE FINANCEMENT MONDIAL, RELATIF AU DON DE VINGT-TROIS MILLIONS DE DOLLARDS AMERICAINS (23.000.000 USD) COMME FINANCEMENT ADDITIONNEL POUR LE RENFORCEMENT DU PROJET DE PROTECTION SOCIALE

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°41 du 29/6/2018 approuvant la ratification de l'Accord de don signé à Washington DC, aux Etats-Unis d'Amérique le 18 Avril 2018, entre la République du

Ubumwe z'Amerika ku wa 18 Mata 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega gihuriweho n'Abaterakunga Bagamije Kuzamura Urwego rw'Imirire n'Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni makumyabiri n'eshatu z'Amadolari y'Abanyamerika (23.000.000 USD) nk'inkunga y'inyongera yo gushyigikira umushinga wo gufasha abatishoboye;

Tumaze kubona Amasezerano y'Impano yashyiriweho umukono i Washington DC muri Leta Zunze Ubumwe z'Amerika ku wa 18 Mata 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega gihuriweho n'Abaterakunga Bagamije Kuzamura Urwego rw'Imirire n'Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni makumyabiri n'eshatu z'Amadolari y'Abanyamerika (23.000.000 USD) nk'inkunga y'inyongera yo gushyigikira umushinga wo gufasha abatishoboye;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

TWATEGETSE KANDI DUTEGETSE:

Rwanda and the International Development Association (IDA) acting as Administrator of the Multi-Donor Trust Fund for achieving nutrition impact at scale and the Global Financing Facility, relating to the grant of twenty-three million American Dollars (USD 23,000,000) as additional financing for strengthening social protection project;

Considering the Grant Agreement signed at Washington DC, United States of America on 18 April 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 and the Global Financing Facility, relating to the grant of twenty-three million American Dollars (USD 23,000,000) as additional financing for strengthening social protection project;

On proposal by the Minister of Finance and Economic Planning;

After consideration and approval by the Cabinet;

HAVE ORDERED AND ORDER:

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 et du Mécanisme de Financement Mondial, relatif au don de vingt-trois millions de Dollars américains (23.000.000 USD) comme financement additionnel pour le renforcement du projet de protection sociale;

Considérant l'Accord de don signé à Washington DC, aux Etats-Unis d'Amérique le 18 Avril 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 et du Mécanisme de Financement Mondial, relatif au don de vingt-trois millions de Dollars américains (23.000.000 USD) comme financement additionnel pour le renforcement du projet de protection sociale;

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

Après examen et adoption par le Conseil des Ministres;

AVONS ARRETE ET ARRETONS:

Ingingo ya mbere: Kwemeza burundu

Amasezerano y'Impano yashyiriweho umukono i Washington DC, muri Leta Zunze Ubumwe z'Amerika ku wa 18 Mata 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA) nk'Urwego ruyobora Ikigega gihuriweho n'Abaterakunga Bagamiye Kuzamura Urwego rw'Imirire n'Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni makumyabiri n'eshatu z'Amadolari y'Abanyamerika (23.000.000 USD) nk'inkunga y'inyongera yo gushyigikira umushinga wo gufasha abatishoboye, 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'Ubutegetsi bw'Igihugu bashinzwe gushyira mu bikorwa iri teka.

Ingingo ya 3: Igihe iri teka ritangira gukurikizwa

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

Article One: Ratification

The Grant Agreement signed at Washington DC, United States of America on 18 April 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 and the Global Financing Facility, relating to the grant of twenty-three million American Dollars (USD 23,000,000) as additional financing for strengthening social protection 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 Local Government are entrusted with the implementation of this Order.

Article 3: Commencement

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

Article premier: Ratification

L'Accord de don signé à Washington DC, aux Etats-Unis d'Amérique le 18 Avril 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 et du Mécanisme de Financement Mondial, relatif au don de vingt-trois millions de Dollars américains (23.000.000 USD) comme financement additionnel pour le renforcement du projet de protection sociale, 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 et le Ministre de l'Administration Locale 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.

Official Gazette n° 28 of 09/07/2018

Kigali, ku wa 29/6/2018

(sé)

KAGAME Paul

Perezida wa Repubulika

Kigali, on 29/6/2018

(sé)

KAGAME Paul

President of the Republic

Kigali, le 29/6/2018

(sé)

KAGAME Paul

Président de la République

(sé)

Dr. NGIRENTE Eduoard

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°115 RYO KU WA 29/6/2018 RYEMEZA
BURUNDU AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I
WASHINGTON DC MURI LETA ZUNZE
UBUMWE Z'AMERIKA KU WA 18 MATA
2018, HAGATI YA REPUBULIKA Y'U
RWANDA N'IKIGEGA MPUZAMAHANGA
GITSURA AMAJYAMBERE (IDA)
NK'URWEGO RUYOBORA IKIGEGA
GIHURIWEHO N'ABATERAKUNGA
BAGAMIJE KUZAMURA URWEGO
RW'IMIRIRE N'UBURYO
BW'ITERANKUNGA KU ISI,
YEREKERANYE N'IMPANO INGANA NA
MILIYONI MAKUMYABIRI N'ESHATU
Z'AMADOLARI Y'ABANYAMERIKA
(23.000.000 USD) NK'INKUNGA
Y'INYONGERA YO GUSHYIGIKIRA
UMUSHINGA WO GUFASHA
ABATISHOBOYE

ANNEX TO PRESIDENTIAL ORDER
N°115 OF 29/6/2018 RATIFYING THE
GRANT AGREEMENT SIGNED AT
WASHINGTON DC, UNITED STATES
OF AMERICA ON 18 APRIL 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 AND THE
GLOBAL FINANCING FACILITY,
RELATING TO THE GRANT OF
TWENTY-THREE MILLION
AMERICAN DOLLARS (USD 23,000,000)
AS ADDITIONAL FINANCING FOR
STRENGTHENING SOCIAL
PROTECTION PROJECT

ANNEXE A L'ARRÊTÉ PRÉSIDENTIEL
N°115 DU 29/6/2018 RATIFIANT
L'ACCORD DE DON SIGNÉ À
WASHINGTON DC, AUX ETATS-UNIS
D'AMERIQUE LE 18 AVRIL 2018, ENTRE
LA RÉPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE DE
DÉVELOPPEMENT (IDA) AGISSANT EN
QUALITE D'ADMINISTRATEUR DU
FONDS MULTI-DONATEUR POUR
L'ATTEINTE DE L'IMPACT
NUTRITIONNEL A GRANDE ÉCHELLE
ET DU MECANISME DE FINANCEMENT
MONDIAL, RELATIF AU DON DE
VINGT-TROIS MILLIONS DE
DOLLARDS AMERICAINS (23.000.000
USD) COMME FINANCEMENT
ADDITIONNEL POUR LE
RENFORCEMENT DU PROJET DE
PROTECTION SOCIALE

MDTF GRANT NUMBER TF0A7408
GFF GRANT NUMBER TF0A7192

***Multi-Donor Trust Fund for Achieving
Nutrition Impact at Scale
and
Global Financing Facility
Grant Agreement***

(Additional Financing for Strengthening Social Protection Project)

between

REPUBLIC OF RWANDA

And

INTERNATIONAL DEVELOPMENT ASSOCIATION

**acting as Administrator of the Multi-Donor Trust Fund for Achieving Nutrition
Impact at Scale and of the Global Financing Facility**

Dated April 18, 2018

**MDTF GRANT NUMBER TF0A7408
GFF GRANT NUMBER TF0A7192**

**MULTI-DONOR TRUST FUND FOR ACHIEVING NUTRITION IMPACT AT
SCALE
and
GLOBAL FINANCING FACILITY
GRANT AGREEMENT**

AGREEMENT dated April 18, 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") and 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 objective of the project described in Schedule 1 to this Agreement ("Project"). To this end, the Recipient shall carry out, through the Ministry of Local Government (MINALOC), Part 3(i) of the Project and cause Parts 1, 2 and 3(ii) of the Project to be carried out by the Local Administrative Entities Development Agency (LODA) in accordance with the provisions of Article II of the Standard Conditions and the agreement amended and restated as of the date as this Agreement between the World Bank and the Project Implementing Entity, as such agreement may be further amended from time to time ("Amended and Restated 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) a GFF grant in an amount not to exceed eight million United States Dollars (\$8,000,000) ("GFF Grant"); and,
 - (b) an MDTF grant in an amount not to exceed fifteen million United States Dollars (\$15,000,000) ("MDTF Grant") (together, the "Grants"), to assist in financing the Project.
- 3.02. The Recipient may withdraw the proceeds of the Grants in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grants are funded out of the abovementioned trust funds for which the World Bank receives periodic contributions from the donors to the trust funds. 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 funds, and the Recipient's right to withdraw the Grants 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 the Original Financing Agreement has been amended and 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 Amended and Restated 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 Original Financing 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 Grants 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

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

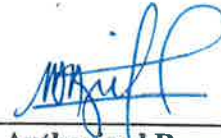
Facsimile:

1-202-477-6391

AGREED at Washington, DC, as of the day and year first above written.

REPUBLIC OF RWANDA

By



Authorized Representative

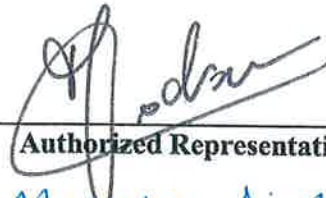
Name: Br. Uzziel Ndagijimana

Title: Minister of Finance

**INTERNATIONAL DEVELOPMENT
ASSOCIATION**

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

By



Authorized Representative

Name: Makhtar Diop

Title: Regional Vice President

SCHEDULE 1

Project Description

The objective of the Project is to improve the effectiveness of Recipient's social protection system, notably the flagship *Vision 2020 Umurenge Program (VUP)*, for targeted vulnerable groups.

The Project consists of the following parts:

Part 1. Improving Coverage, Adequacy and Effectiveness of the VUP Cash Transfers

Supporting eligible vulnerable households through:

- (i) Direct Support cash transfers;
- (ii) Classic Public Works;
- (iii) Expanded Public Works, including through the new childcare model of Expanded Public Works; and,
- (iv) Nutrition Sensitive Direct Support Grants.

Part 2. Enhancing Access to Human Capital and Economic Inclusion Services

- (i) Promoting nationwide sensitization and community mobilization around social protection issues through, *inter alia*, awareness raising and understanding of rights and responsibilities around social protection and complementary services, including behavior change communication campaigns.
- (ii) Improving parenting and childcare services for vulnerable households in targeted communities through, *inter alia*, community level support to promote cognitive stimulation of young children, appropriate feeding practices, the use of maternal and child health and nutrition services and quality enhancement and supervision to the new childcare model of Expanded Public Works.
- (iii) Supporting enhancement of sustainable livelihoods, including through caseworker support to priority vulnerable households.

Part 3. Delivery Systems, policy, and program management

- (i) (a) Institutional strengthening and building capacity of MINALOC and relevant subordinate agencies for, *inter alia* evidence-based policy and VUP development on social protection issues; and (b) strengthening the Project-related elements of the CRVS system, including: (A) consistent with the CRVS National Strategic Plan, elaboration and adoption of an action plan for operationalizing priority activities related to birth registration, birth certification and the assignment of unique national identifier at birth which will support implementation of NSDS and other programs; (B) strengthening

of the functionality of the CRVS information system to allow a timely sharing of birth registration and certification information with the VUP/NSDS program and its interoperability with other relevant databases; (C) designing and rolling out of social and behavior change communication campaigns to improve the registration of vital life events, such as births and deaths, and on the importance of vital statistics for informed policy planning and effective service delivery; and, (D) Training and sensitization of the government officials at different levels (including the CHWs) on their roles and responsibilities and the importance of the CRVS, including links to the NSDS and other programs.

- (ii) Institutional strengthening, Training and building capacity of LODA and key social protection entities at the national, district, sector, cell, and health facility levels for, *inter alia*, carrying out the overall Project implementation, monitoring and evaluation, effective administration of NSDS operational processes in accordance with relevant guidelines (including upgrading and operationalizing of the NSDS modules as a part of VUP Management Information System and undertaking necessary evaluations of the NSDS), upgrading and operationalizing social protection service delivery systems, including, *inter alia*, the new Citizen Monitoring System.

SCHEDULE 2

Project Execution

Section I. Institutional and Implementation Arrangements

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

I. **Nutrition Sensitive Direct Support Cash Grant.**

Implementation Partners MOU

1. For purposes of implementing Part 1(iv) of the Project, the Recipient shall, through LODA, enter into a memorandum of understanding ("Implementation Partners MOU") with RBC, NECDP, and any other partners as deemed necessary, in form and substance satisfactory to the World Bank. Said MOU shall elaborate the technical roles and responsibilities of each implementation partner in implementation and monitoring of Part 1(iv) of the Project.

NSDS Plan

2. The Recipient shall cause LODA to prepare, and thereafter adopt, no later than three (3) months after the Effective Date, a plan ("NSDS Plan") for implementation of Part 1(iv) of the Project, in form and substance satisfactory to the World Bank.

NSDS Implementation Guidelines

3. The Recipient shall cause LODA to carry out Part 1(iv) of the Project in accordance with guidelines ("NSDS Implementation Guidelines"); acceptable to the World Bank. The NSDS Implementation Guidelines shall include the policies and procedures to carry out, *inter alia* (a) potential beneficiaries' communication and outreach; (b) targeting and enrolment; (c) cash grant payments and reconciliation of each payment cycle; (d) monitoring of beneficiaries' compliance with NSDS co-responsibilities and actions to be taken in case of non-compliance; (e) grievance and case management; and (f) internal monitoring and periodic course correction.

LODA-SPIU – Operationalization of the NSDS

4. No later than three (3) months after the Effective Date, the Recipient shall cause LODA to appoint and, thereafter maintain, throughout Project implementation, within the LODA-SPIU a team of dedicated staff to carry out the operationalization of Part 1(iv) of the Project, which shall be headed by a NSDS Project coordinator and shall comprise one financial management specialist, and a monitoring and evaluation specialist and such other technical, safeguards and fiduciary specialists

as may be agreed with the World Bank, all with qualifications and experience satisfactory to the World Bank.

NSDS Enrolment Readiness Criteria

5. The Recipient shall cause LODA to adopt “readiness criteria” at the sector level, in form and substance acceptable to the World Bank, and ensure its compliance before the rollout of NSDS enrolment in the respective sector. Such readiness criteria will include *inter alia*, human resource requirements, including in the health facilities; deployment of the MIS modules; staff training on NSDS rules and implementation procedures; and availability of services necessary for beneficiaries’ compliance with the NSDS co-responsibilities.

Third-Party Evaluations

6. The Recipient shall cause LODA to carry out, throughout the Project, robust and independent third-party evaluations covering various operational processes for implementation of Part 1(iv) of the Project. Such evaluations *inter alia*, will assess the design efficacy and performance of different implementation processes as well as partnerships. The Recipient shall cause LODA to implement any recommendations arising from said third party evaluation, in a timely manner, and in form and substance satisfactory to the World Bank.

J. *Civil Registration and Vital Statistics (CRVS)*

1. For purposes of implementing the CRVS activities under Part 3(i) of the Project, the Recipient shall, through MINALOC, enter into a cooperation agreement (“CRVS Cooperation Agreement”) with NIDA and any other agency as deemed necessary, in form and substance satisfactory to the World Bank. Said CRVS Cooperation Agreement shall elaborate the fiduciary roles of MINALOC and the technical roles and responsibilities of MINALOC and NIDA as well as any other agencies as needed in the implementation and monitoring of Project-related CRVS activities under Part 3(i) of the Project.

MINALOC-SPIU – Operationalization of the CRVS

2. No later than three (3) months after the Effective Date, the Recipient shall appoint and, thereafter maintain, throughout Project implementation, within the MINALOC-SPIU a dedicated CRVS specialist and such other technical, safeguards and fiduciary specialists as may be agreed with the World Bank all with qualifications and experience satisfactory to the World Bank, for operationalization of relevant elements of CRVS as provided under Part 3(i) of the Project.

K. 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 quarter, covering the quarter, 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 March 22, 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 GFF Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)	Amount of the MDTF Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, Works, non-consulting services and cash transfers under Part 1 (i) and (ii) of the Project	0	0%	0	0%
(2) Goods, works, non-consulting services and cash	0	0%	0	0%

transfers under Part 1 (iii) of the Project				
(3) Cash transfers under Part 1 (iv) of the Project	4,188,766	25%	12,566,299	75%
(4) Goods, works, non-consulting services, consulting services under Part 2 of the Project	0	0%	0	0%
(5) Goods, non-consulting services, consulting services, Training and Incremental Operating Costs under Part 3(i)(a) of the Project	0	0%	0	0%
(6) Goods, non-consulting services, consulting services, Training and Incremental	3,000,000	100%	0	0%

Operating Costs under Part 3(i)(b) of the Project				
(7) Goods, non-consulting services, consulting services, Training and Incremental Operating Costs under Part 3(ii) of the Project	811,234	7%	2,433,701	19%
TOTAL AMOUNT	8,000,000		15,000,000	

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 signing date of this Agreement.
 - (b) for payments against activities under Part 1(d) of the Project under Category (3), unless and until the Recipient has caused LODA to: (i) prepare and adopt the NSDS Implementation Guidelines, in accordance with Section I.I.3 of Schedule 2 to this Agreement; and (ii) upgrade and operationalize the NSDS modules in the VUP MIS, conforming to the specifications required by the respective NSDS Implementation Guidelines, both in a manner acceptable to the World Bank.
2. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is March 31, 2021.

V. Other Undertakings.

- A. No later than six (6) months after the Effective Date, the Recipient shall and shall cause LODA to adopt guidelines for caseworkers, in form and substance satisfactory to the World Bank, which shall include, *inter alia*: (i) design features and implementation modalities; (ii) operational tools and arrangements for institutional coordination; (iii) training procedures including necessary materials; and (iv) plan for monitoring and evaluation.
- B. No later than six (6) months after the Effective Date, the Recipient shall and shall cause LODA to, adopt the guidelines for sustainable livelihood enhancements, in form and substance satisfactory to the World Bank, which shall include, *inter alia*, the process for initial implementation, evaluation, and scale up of Project activities under Part 2(iii) of the Project.
- C. By no later than November 30, 2019, or by any such later date as the World Bank agrees, the Recipient shall, and shall cause LODA to carry out a mid-term review of the Project, under terms of reference satisfactory to the World Bank. Thereafter, and based on the mid-term review's results and conclusions and the World Bank's views on the matter, the Recipient shall, and shall cause LODA to, promptly implement all the required measures to ensure the efficient achievement of the Project's objectives, in a manner satisfactory to the World Bank.
- D. For purposes of Part 3 of the Project, the Recipient shall maintain at all times during Project implementation, in Rwandan Francs, in its central bank, a separate account under terms and conditions acceptable to the World Bank ("Counterpart Fund Account"), into which it shall deposit, at the beginning of each semester of Recipient's fiscal year, the Recipient's counterpart funds in amounts necessary to meet the cost of carrying out Part 3 the Project, as further detailed in the agreed Annual Work Plan and Budget.

APPENDIX

Definitions

1. “Affected Persons” means a person who as a result of: (a) the involuntary taking of land under the Project is affected in any of the following ways: (i) relocation or loss of shelter; (ii) loss of assets or access to assets (including temporary loss); or (iii) loss of income sources or means of livelihood, whether or not the affected person must move to another location and/or the impacts are temporary; or (b) the involuntary restriction of access to legally designated parks and protected areas suffers adverse impacts on his/her livelihood.
2. “Amended and Restated Project Agreement” means the project agreement for the Project between the World Bank and the Project Implementing Entity, amended and restated as of the date of this Agreement, as said project agreement may be amended from time to time. “Amended and Restated Project Agreement” includes all appendices, schedules and agreements supplemental to said agreement.
3. “Annual Work Plan and Budget” means each of the annual work program and budget to be prepared by the Recipient and LODA, and referred to in Section I.G. of Schedule 2 to the Original Financing Agreement.
4. “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.
5. “Category” means a category set forth in the table in Section IV.2 of Schedule 2 to this Agreement.
6. “Citizen Monitoring System” means the Recipient and LODA’s grievance redress mechanism that enables citizens to provide feedback on VUP delivery and to raise complaints by phone or SMS.
7. “Classic Public Works” means a scheme within the VUP’s safety net component providing short-term, temporary employment on community projects, as further detailed in the VUP-OM.
8. “Counterpart Fund Account” means the separate bank account, to be opened in the Recipient’s central bank, under terms and conditions acceptable to the World Bank, to receive the Recipient’s counterpart funds for Part 3 of the Project, referred to in Section V of Schedule 2 to this Agreement.
9. “CRVS” means the Recipient’s civil registration and vital statistics systems, as set out in the Recipient’s National Strategic Plan 2017/18-2021/22 on CRVS.

10. "Direct Support" means a scheme within the VUP's safety net component providing unconditional monthly cash transfers to eligible beneficiaries, as further detailed in the VUP-OM.
11. "ESMF" means the Recipient and LODA's Environmental and Social Management Framework, dated September 2017, and disclosed in country on September 29, 2017 and at the World Bank's website on October 2, 2017; as the same may be amended from time to time.
12. "Expanded Public Works" means a scheme within the VUP's safety net component providing part-time, year-round employment, as further detailed in VUP-OM.
13. "GFF" means Global Financing Facility.
14. "GFF Grant" means GFF grant number TF0A7192.
15. "Grants" means the GFF Grant and the MDTF Grant.
16. "Implementation Partners MoU" means the memorandum of understanding referred to in Section I.I.1. of Schedule 2 to the Original Financing Agreement.
17. "Incremental Operating Costs" means the reasonable expenditures incurred by MINALOC and/or LODA on account of Project implementation (which expenditures would not have been incurred absent of the Project), based on an Annual Work Plan approved by the World Bank pursuant to Section I.G. of Schedule 2 to the Original 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; 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 and LODA's civil servants and permanent staff.
18. "LODA" means the Local Administrative Entities Development Agency, established and operating pursuant to the Project Implementing Entity's Legislation; or its successor thereto satisfactory to the World Bank.
19. "MDTF" means the Multi-Donor Trust Fund for Achieving Nutrition Impact at Scale.
20. "MDTF Grant" means Grant No. TF0A7408.
21. "MINALOC" means the Recipient's Ministry of Local Government, or any successor thereto acceptable to the World Bank.

22. "MIS" or "Management Information System" means LODA's management information system.
23. "NECDP" means the Recipient's national early childhood development program; or any successor thereto acceptable to the World Bank.
24. "NIDA" means the Recipient's National Identification Agency, established and operating pursuant to Law No. 43/2011 of 31/10/2011 establishing the NIDA and determining its mission, organization and functioning.
25. "NSDS" or "Nutrition Sensitive Direct Support Grants" means the nutrition, sensitive direct support cash transfers to be provided to eligible beneficiaries under Part 1(iv) of the Project.
26. "NSDS Plan" means the plan to be prepared by LODA, and referred to in Section I.1. of this Agreement, elaborating NSDS activities, inputs, costing, and timelines for different processes to be carried out in the NSDS targeted districts, as the same may be amended from time to time with the prior approval of the World Bank.
27. "NSDS Implementation Guidelines" means the guidelines for implementation of Part 1(iv) of the Project, acceptable to the World Bank, and referred to in Section I.I.3. of Schedule 2 to this Agreement.
28. "Original Financing Agreement" means financing agreement (Credit number 6169-RW) for the Project between the Recipient and the World Bank, dated December 21, 2017, as such financing agreement may be amended from time to time. "Original Financing Agreement" includes all appendices, schedules and agreements supplemental to the Financing Agreement.
29. "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.
30. "Project Implementing Entity" means the LODA.
31. "Project Implementing Entity's Legislation" means Law No. 62/2013 of 27/08/2013 establishing the Local Administrative Entities Development Agency (LODA) and determining its mission, organization and functioning.
32. "Project Implementation Plan" means the Recipient and LODA's plan, and referred to in Section I.E. of Schedule 2 to the Original Financing Agreement, as the same may be amended from time to time with the prior written agreement of the World Bank.

33. "RBC" means the Rwanda Biomedical Centre, established and operating pursuant to Law N°54/2010 of 25/01/2011 establishing the RBC and determining its mission, organisation and functioning.
34. "RPF" means the Recipient and LODA's Resettlement Policy Framework, dated September 2017, and disclosed in country on September 29, 2017 and in the World Bank's website on October 2, 2017, detailing the guidelines, procedures, timetables, budget, and other details for, *inter alia*, the provision of compensation, and resettlement assistance to Affected Persons, and for the preparation and implementation of resettlement action plans; as such RPF may be amended from time to time with the prior written agreement of the World Bank.
35. "Safeguard Instruments" means the ESMF and the RPF.
36. "SPIU" means single project implementing unit.
37. "Standard Conditions" means the Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012.
38. "Subsidiary Agreement" means the subsidiary agreement referred to in Section I.B. of Schedule 2 to the Original Financing Agreement.
39. "Subsidiary Financing" means the amount of the Credit and Grants to be made available to LODA, and referred to in Section I.B. of Schedule 2 to the Original Financing Agreement.
40. "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 World Bank pursuant to Section I.G. of Schedule 2 to the Original 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.
41. "VUP" means *Vision 2020 Umurenge Program*, the Recipient's main social protection program.
42. "VUP-OM" means the VUP program document and the VUP implementation guidelines for the Project, acceptable to the World Bank, and referred to in Section I.F of Schedule 2 to the Original Financing Agreement.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N°115 ryo kuwa 29/6/2018 ryemeza burundu Amasezerano y'Impano yashyiriweho umukono i Washington DC muri Leta Zunze Ubumwe z'Amerika ku wa 18 Mata 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA) nk'urwego ruyobora Ikigega gihuriweho n'Abaterakunga Bagamije Kuzamura Urwego rw'Imirire n'Uburyo bw'Iterankunga ku Isi, yerekeranye n'impano ingana na miliyoni makumyabiri n'eshatu z'Amadolari y'Abanyamerika (23.000.000 USD) nk'inkunga y'inyongera yo gushyigikira umushinga wo gufasha abatishoboye

Seen to be annexed to Presidential Order N°115 of 29/6/2018 ratifying the Grant Agreement signed at Washington DC, United States of America on 18 April 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 and the Global Financing Facility, relating to the grant of twenty-three million American Dollars (USD 23,000,000) as additional financing for strengthening social protection project

Vu pour être annexé à l'Arrêté Présidentiel N°115 du 29/6/2018 ratifiant l'Accord de don signé à Washington DC, aux Etats-Unis d'Amérique le 18 avril 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 et du Mécanisme de Financement Mondial, relatif au don de vingt-trois millions de Dollars américains (23.000.000 USD) comme financement additionnel pour le renforcement du projet de protection sociale

Kigali, ku wa 29/6/2018

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Eduoard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango
cya Repubulika:**

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

Kigali, on 29/6/2018

(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 29/6/2018

(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