

Ibirimo/Summary/Sommaire

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A. Amategeko/Laws/Lois

N°002/2019 ryo ku wa 13/03/2019

Itegeko ryemera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Tokyo, mu Buyapani ku wa 09 Mutarama 2019, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari eshatu na miliyoni ijana na mirongo cyenda n'imwe z'Amayeni y'Ubuyapani (3.191.000.000 JPY) agenewe umushinga wo gushyigikira umuyoboro munini w'amazi wa Nzove-Ntora mu Mujyi wa Kigali.....3

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Law approving the ratification of the grant agreement signed at Tokyo, Japan on 09 January 2019, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of three billion and one hundred and ninety-one million Japanese Yen (JPY 3,191,000,000) for the project for strengthening Nzove-Ntora principal water transmission pipeline in Kigali City.....3

N°002/2019 du 13/03/2019

Loi approuvant la ratification de l'accord de don signé à Tokyo, au Japon le 09 janvier 2019, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de trois milliards cent quatre-vingt-onze millions de Yen Japonais (3.191.000.000 JPY) pour le projet de renforcement du principal pipeline de conduite d'eau Nzove-Ntora dans la Ville de Kigali.....3

N°003/2019 ryo ku wa 13/03/2019

Itegeko ryemera kwemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 12 Ukuboza 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'icyenda n'ibihumbi magana atandatu z'Amayero (129.600.000 EUR) agenewe umushinga wo gutera inkunga imituriye.....7

N°003/2019 of 13/03/2019

Law approving the ratification of the financing agreement signed at Kigali, Rwanda on 12 December 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of one hundred twenty-nine million six hundred thousand Euros (EUR 129,600,000) for housing finance project.....7

N°003/2019 du 13/03/2019

Loi approuvant la ratification de l'accord de financement signé à Kigali, au Rwanda le 12 décembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cent vingt-neuf millions six cent mille Euros (129.600.000 EUR) pour le projet de financement du logement.....7

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N°40/01 ryo ku wa 13/03/2019

Iteka rya Perezida ryemeza burundu amasezerano y'impano yashyiriweho umukono i Tokyo, mu Buyapani ku wa 09 Mutarama 2019, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari eshatu na miliyoni ijana na mirongo cyenda n'imwe z'Amayeni y'Ubuyapani (3.191.000.000 JPY) agenewe umushinga wo gushyigikira umuyoboro munini w'amazi wa Nzove-Ntora mu Muji wa Kigali.....12

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Presidential Order ratifying the grant agreement signed at Tokyo, Japan on 09 January 2019, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of three billion and one hundred and ninety-one million Japanese Yen (JPY 3,191,000,000) for the project for strengthening Nzove-Ntora principal water transmission pipeline in Kigali City.....12

N°40/01 du 13/03/2019

Arrêté Présidentiel ratifiant l'accord de don signé à Tokyo, au Japon le 09 janvier 2019, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de trois milliards cent quatre-vingt-onze millions de Yen Japonais (3.191.000.000 JPY) pour le projet de renforcement du principal pipeline de conduite d'eau Nzove-Ntora dans la Ville de Kigali.....12

N° 41/01 ryo ku wa 13/03/2019

Iteka rya Perezida ryemeza burundu amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 12 Ukuboza 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'icyenda n'ibihumbi magana atandatu z'Amayero (129.600.000 EUR) agenewe umushinga wo gutera inkunga imituriye.....33

N°41/01 of 13/03/2019

Presidential Order ratifying the financing agreement signed at Kigali, Rwanda on 12 December 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of one hundred twenty-nine million six hundred thousand Euros (EUR 129,600,000) for housing finance project.....33

N°41/01 du 13/03/2019

Arrêté Présidentiel ratifiant l'accord de financement signé à Kigali, au Rwanda le 12 décembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cent vingt-neuf millions six cent mille Euros (129.600.000 EUR) pour le projet de financement du logement.....33

**ITEGEKO N°002/2019 RYO KU WA 13/03/2019
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I TOKYO, MU
BUYAPANI KU WA 09 MUTARAMA 2019,
HAGATI YA GUVERINOMA YA
REPUBULIKA Y'U RWANDA N'IKIGO
CY'UBUYAPANI GISHINZWE
UBUTWERERANE MPUZAMAHANGA
(JICA), YEREKERANYE N'IMPANO INGANA
NA MILIYARI ESHATU NA MILIYONI IJANA
NA MIRONGO CYENDA N'IMWE
Z'AMAYENI Y'UBUYAPANI (3.191.000.000
JPY) AGENEWE UMUSHINGA WO
GUSHYIGIKIRA UMUYOBORO MUNINI
W'AMAZI WA NZOVE-NTORA MU MUJYI
WA KIGALI**

**LAW N°002/2019 OF 13/03/2019
APPROVING THE RATIFICATION OF
THE GRANT AGREEMENT SIGNED AT
TOKYO, JAPAN ON 09 JANUARY 2019,
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF RWANDA AND THE JAPAN
INTERNATIONAL COOPERATION
AGENCY (JICA), RELATING TO THE
GRANT OF THREE BILLION AND ONE
HUNDRED AND NINETY-ONE MILLION
JAPANESE YEN (JPY 3,191,000,000) FOR
THE PROJECT FOR STRENGTHENING
NZOVE-NTORA PRINCIPAL WATER
TRANSMISSION PIPELINE IN KIGALI
CITY**

**LOI N°002/2019 DU 13/03/2019
APPROUVANT LA RATIFICATION DE
L'ACCORD DE DON SIGNE A TOKYO, AU
JAPON LE 09 JANVIER 2019, ENTRE LE
GOUVERNEMENT DE LA REPUBLIQUE
DU RWANDA ET L'AGENCE JAPONAISE
DE COOPERATION INTERNATIONALE
(JICA), RELATIF AU DON DE TROIS
MILLIARDS CENT QUATRE-VINGT-ONZE
MILLIONS DE YEN JAPONAIS
(3.191.000.000 JPY) POUR LE PROJET DE
RENFORCEMENT DU PRINCIPAL
PIPELINE DE CONDUITE D'EAU NZOVE-
NTORA DANS LA VILLE DE KIGALI**

ISHAKIRO

**Ingingo ya mbere: Kwemera kwemeza
burundu**

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

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

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**ITEGEKO N°002/2019 RYO KU WA 13/03/2019
RYEMERA KWEMEZA BURUNDU
AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I TOKYO, MU
BUYAPANI KU WA 09 MUTARAMA 2019,
HAGATI YA GUVERINOMA YA
REPUBULIKA Y'U RWANDA N'IKIGO
CY'UBUYAPANI GISHINZWE
UBUTWERERANE MPUZAMAHANGA
(JICA), YEREKERANYE N'IMPANO INGANA
NA MILIYARI ESHATU NA MILIYONI IJANA
NA MIRONGO CYENDA N'IMWE
Z'AMAYENI Y'UBUYAPANI (3.191.000.000
JPY) AGENEWE UMUSHINGA WO
GUSHYIGIKIRA UMUYOBORO MUNINI
W'AMAZI WA NZOVE-NTORA MU MUJYI
WA KIGALI**

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

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

INTEKO ISHINGA AMATEGEKO:

Umutwe w'Abadepite, mu nama yawo yo kuwa 06
Gashyantare 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika y'u

**LAW N°002/2019 OF 13/03/2019
APPROVING THE RATIFICATION OF
THE GRANT AGREEMENT SIGNED AT
TOKYO, JAPAN ON 09 JANUARY 2019,
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF RWANDA AND THE JAPAN
INTERNATIONAL COOPERATION
AGENCY (JICA), RELATING TO THE
GRANT OF THREE BILLION AND ONE
HUNDRED AND NINETY-ONE MILLION
JAPANESE YEN (JPY 3,191,000,000) FOR
THE PROJECT FOR STRENGTHENING
NZOVE-NTORA PRINCIPAL WATER
TRANSMISSION PIPELINE IN KIGALI
CITY**

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 06
February 2019;

Pursuant to the Constitution of the Republic of

**LOI N°002/2019 DU 13/03/2019
APPROUVANT LA RATIFICATION DE
L'ACCORD DE DON SIGNE A TOKYO, AU
JAPON LE 09 JANVIER 2019, ENTRE LE
GOUVERNEMENT DE LA REPUBLIQUE
DU RWANDA ET L'AGENCE JAPONAISE
DE COOPERATION INTERNATIONALE
(JICA), RELATIF AU DON DE TROIS
MILLIARDS CENT QUATRE-VINGT-ONZE
MILLIONS DE YEN JAPONAIS
(3.191.000.000 JPY) POUR LE PROJET DE
RENFORCEMENT DU PRINCIPAL
PIPELINE DE CONDUITE D'EAU NZOVE-
NTORA DANS LA VILLE DE KIGALI**

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT :

La Chambre des Députés, en sa séance du 06
février 2019;

Vu la Constitution de la République du Rwanda

Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 167, iya 168 n'iya 176;

Imaze gusuzuma amasezerano y'impano yashyiriweho umukono i Tokyo, mu Buyapani ku wa 09 Mutarama 2019, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari eshatu na miliyoni ijana na mirongo cyenda n'imwe z'Amayeni y'Ubuyapani (3.191.000.000 JPY) agenewe umushinga wo gushyigikira umuyoboro munini w'amazi wa Nzove-Ntora mu Muji wa Kigali;

YEMEJE:

Ingingo ya mbere : Kwemera kwemeza burundu

Amasezerano y'impano yashyiriweho umukono i Tokyo mu Buyapani ku wa 09 Mutarama 2019, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari eshatu na miliyoni ijana na mirongo cyenda n'imwe z'Amayeni y'Ubuyapani (3.191.000.000 JPY) agenewe umushinga wo gushyigikira umuyoboro munini w'amazi wa Nzove-Ntora mu Muji wa Kigali, ari ku mugereka, yemerewe kwemezwa burundu.

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 Tokyo, Japan on 09 January 2019, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of three billion and one hundred and ninety-one million Japanese Yen (JPY 3,191,000,000) for the project for strengthening Nzove-Ntora principal water transmission pipeline in Kigali City;

ADOPTS:

Article one: Approval for ratification

The Grant Agreement signed at Tokyo, Japan on 09 January 2019, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of three billion and one hundred and ninety-one million Japanese Yen (JPY 3,191,000,000) for the project for strengthening Nzove-Ntora principal water transmission pipeline in Kigali City, in annex, is approved for ratification.

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 Tokyo, au Japon le 09 janvier 2019, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de trois milliards cent quatre-vingt-onze millions de Yen Japonais (3.191.000.000 JPY) pour le projet de renforcement du principal pipeline de conduit d'eau Nzove-Ntora dans la ville de Kigali;

ADOpte :

Article premier: Approbation pour ratification

L'Accord de don signé à Tokyo, au Japon le 09 janvier 2019, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de trois milliards cent quatre-vingt-onze millions de Yen Japonais (3.191.000.000 JPY) pour le projet de renforcement du principal pipeline de conduite d'eau Nzove-Ntora dans la ville de Kigali, en annexe, est approuvé pour ratification.

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

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

Article 2: Drafting, consideration and adoption of this Law

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

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.

Article 3:Commencement

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

Article 3 :Entrée en vigueur

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

Kigali, kuwa **13/03/2019**

Kigali, on **13/03/2019**

Kigali, le **13/03/2019**

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

KAGAME Paul
President of the Republic

(sé)

KAGAME Paul
Président de la République

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

(sé)

Dr. NGIRENTE Edouard
Prime Minister

(sé)

Dr. NGIRENTE Edouard
Premier Ministre

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

Seen and sealed with the Seal of the Republic:

Vu et scellé du Sceau de la République :

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

(sé)

BUSINGYE Johnston
Ministre de la Justice/Garde des Sceaux

ITEGEKO N°003/2019 RYO KU WA 13/03/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 12 UKUBOZA 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'ICYENDA N'IBIHUMBI MAGANA ATANDATU Z'AMAYERO (129.600.000 EUR) AGENEWE UMUSHINGA WO GUTERA INKUNGA IMITURIRE

LAW N°003/2019 OF 13/03/2019 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA ON 12 DECEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF ONE HUNDRED TWENTY-NINE MILLION SIX HUNDRED THOUSAND EUROS (EUR 129,600,000) FOR HOUSING FINANCE PROJECT

LOI N°003/2019 DU 13/03/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 12 DECEMBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE CENT VINGT-NEUF MILLIONS SIX CENT MILLE EUROS (129.600.000 EUR) POUR LE PROJET DE FINANCEMENT DU LOGEMENT

ISHAKIRO

Ingingo ya mbere: Kwemera kwemeza burundu

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

Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa

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Article 3 : Entrée en vigueur

ITEGEKO N°003/2019 RYO KU WA 13/03/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 12 UKUBOZA 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'ICYENDA N'IBIHUMBI MAGANA ATANDATU Z'AMAYERO (129.600.000 EUR) AGENEWE UMUSHINGA WO GUTERA INKUNGA IMITURIRE

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

LAW N°003/2019 OF 13/03/2019 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA ON 12 DECEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF ONE HUNDRED TWENTY-NINE MILLION SIX HUNDRED THOUSAND EUROS (EUR 129,600,000) FOR HOUSING FINANCE 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 06

LOI N°003/2019 DU 13/03/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT SIGNE A KIGALI, AU RWANDA LE 12 DECEMBRE 2018, ENTRE LA REPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (IDA), RELATIF AU CREDIT DE CENT VINGT-NEUF MILLIONS SIX CENT MILLE EUROS (129.600.000 EUR) POUR LE PROJET DE FINANCEMENT DU LOGEMENT

Nous, KAGAME Paul,
Président de la République;

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

LE PARLEMENT :

La Chambre des Députés, en sa séance du 06

kuwa 06 Gashyantare 2019;

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

Imaze gusuzuma Amasezerano y'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 12 Ukuboza 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'icyenda n'ibihumbi magana atandatu z'Amayero (129.600.000 EUR) agenewe umushinga wo gutera inkunga imituriye;

YEMEJE:

Ingingo ya mbere: Kwemera kwemeza burundu

Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ukuboza 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni ijana na

February 2019;

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 Financing Agreement signed at Kigali, Rwanda on 12 December 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of one hundred twenty-nine million six hundred thousand Euros (EUR 129,600,000) for housing finance project;

ADOPTS:

Article one: Approval for ratification

The Financing Agreement signed at Kigali, Rwanda on 12 December 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of one hundred twenty-nine million six hundred thousand Euros (EUR 129,600,000)

fevrier 2019 ;

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 financement signé à Kigali, au Rwanda le 12 décembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cent vingt-neuf millions six cent mille Euros (129.600.000 EUR) pour le projet de financement du logement;

ADOPTÉ :

Article premier: Approbation pour ratification

L'Accord de financement signé à Kigali, au Rwanda le 12 décembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cent vingt-neuf millions six cent mille Euros (129.600.000 EUR) pour le projet

makumyabiri n'icyenda n'ibihumbi magana atandatu z'Amayero (129.600.000 EUR) agenewe umushinga wo gutera inkunga imituriye; ari ku mugereka, yemerewe kwemezwa burundu.

for housing finance project, in annex, is approved for ratification.

de financement du logement, en annexe, est approuvé pour ratification.

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

Article 2: Drafting, consideration and adoption of this Law

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

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

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

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

Ingingo ya 3 : Igihe iri tegeko ritangira gukurikizwa

Article 3: Commencement

Article 3 : Entrée en vigueur

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

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

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

Kigali, kuwa **13/03/2019**

Kigali, on **13/03/2019**

Kigali, le **13/03/2019**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
KAGAME Paul
President of the Republic

(sé)
KAGAME Paul
Président de la République

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

(sé)
Dr. NGIRENTE Edouard
Prime Minister

(sé)
Dr. NGIRENTE Edouard
Premier Ministre

**Bibonywe kandi bishyizweho ikirango
cya Repubulika:**

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

Vu et scellé du Sceau de la République :

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

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

ITEKA RYA PEREZIDA N°40/01 RYO KU WA 13/03/2019 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I TOKYO MU BUYAPANI KU WA 09 MUTARAMA 2019, HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA N'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA), YEREKERANYE N'IMPANO INGANA NA MILIYARI ESHATU NA MILIYONI IJANA NA MIRONGO CYENDA N'IMWE Z'AMAYENI Y'UBUYAPANI (3.191.000.000 JPY) AGENEWE UMUSHINGA WO GUSHYIGIKIRA UMUYOBORO MUNINI W'AMAZI WA NZOVE-NTORA MU MUJYI WA KIGALI

PRESIDENTIAL ORDER N°40/01 OF 13/03/2019 RATIFYING THE GRANT AGREEMENT SIGNED AT TOKYO, JAPAN ON 09 JANUARY 2019, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE GRANT OF THREE BILLION AND ONE HUNDRED AND NINETY-ONE MILLION JAPANESE YEN (JPY 3,191,000,000) FOR THE PROJECT FOR STRENGTHENING NZOVE-NTORA PRINCIPAL WATER TRANSMISSION PIPELINE IN KIGALI CITY

ARRÊTÉ PRÉSIDENTIEL N°40/01 DU 13/03/2019 RATIFIANT L'ACCORD DE DON SIGNÉ À TOKYO, AU JAPON LE 09 JANVIER 2019, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA), RELATIF AU DON DE TROIS MILLIARDS CENT QUATRE-VINGT-ONZE MILLIONS DE YENS JAPONAIS (3.191.000.000 JPY) POUR LE PROJET DE RENFORCEMENT DU PRINCIPAL PIPELINE DE CONDUITE D'EAU NZOVE-NTORA DANS LA VILLE DE KIGALI

ISHAKIRO

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PRESIDENTIAL ORDER N°40/01 OF 13/03/2019 RATIFYING THE GRANT AGREEMENT SIGNED AT TOKYO, JAPAN ON 09 JANUARY 2019, BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA), RELATING TO THE GRANT OF THREE BILLION AND ONE HUNDRED AND NINETY-ONE MILLION JAPANESE YEN (JPY 3,191,000,000) FOR THE PROJECT FOR STRENGTHENING NZOVE-NTORA PRINCIPAL WATER TRANSMISSION PIPELINE IN KIGALI CITY

ARRÊTÉ PRÉSIDENTIEL N°40/01 DU 13/03/2019 RATIFIANT L'ACCORD DE DON SIGNÉ À TOKYO, AU JAPON LE 09 JANVIER 2019, ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA), RELATIF AU DON DE TROIS MILLIARDS CENT QUATRE-VINGT-ONZE MILLIONS DE YENS JAPONAIS (3.191.000.000 JPY) POUR LE PROJET DE RENFORCEMENT DU PRINCIPAL PIPELINE DE CONDUITE D'EAU NZOVE-NTORA DANS LA VILLE DE KIGALI

Twebwe, KAGAME Paul,
Perezida wa Repubulika;

We, KAGAME Paul,
President of the Republic;

Nous, KAGAME Paul,
Président de la République;

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

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

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

Dushingiye ku Itegeko n°002/2019 ryo ku wa 13/03/2019 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Tokyo mu Buyapani ku wa 09 Mutarama 2019, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari eshatu na miliyoni ijana na mirongo cyenda n'imwe z'Amayeni y'Ubuyapani (3.191.000.000 JPY) agenewe umushinga

Pursuant to Law n° 002/2019 of 13/03/2019 approving the ratification of the Grant Agreement signed at Tokyo, Japan on 09 January 2019, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of three billion and one hundred and ninety-one million Japanese Yen (JPY 3,191,000,000) for the project for strengthening Nzove-Ntora

Vu la Loi n° 002/2019 du 13/03/2019 approuvant la ratification de l'Accord de don signé à Tokyo, au Japon le 09 janvier 2019, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de trois milliards cent quatre-vingt-onze millions de Yens Japonais (3.191.000.000 JPY) pour le projet de renforcement du principal pipeline de conduit d'eau Nzove-Ntora dans la ville de Kigali;

wo gushyigikira umuyoboro munini w'amazi wa Nzove-Ntora mu Mujyi wa Kigali;

principal water transmission pipeline in Kigali City;

Tumaze kubona Amasezerano y'impano yashyiriweho umukono i Tokyo mu Buyapani ku wa 09 Mutarama 2019, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari eshatu na miliyoni ijana na mirongo cyenda n'imwe z'Amayeni y'Ubuyapani (3.191.000.000 JPY) agenewe umushinga wo gushyigikira umuyoboro munini w'amazi wa Nzove-Ntora mu Mujyi wa Kigali;

Considering the Grant Agreement signed at Tokyo, Japan on 09 January 2019, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of three billion and one hundred and ninety-one million Japanese Yen (JPY 3,191,000,000) for the project for strengthening Nzove-Ntora principal water transmission pipeline in Kigali City;

Considérant l'Accord de don signé à Tokyo, au Japon le 09 janvier 2019, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de trois milliards cent quatre-vingt-onze millions de Yens Japonais (3.191.000.000 JPY) pour le projet de renforcement du principal pipeline de conduit d'eau Nzove-Ntora dans la ville de Kigali;

Bisabwe na Minisitiri w'Imari n'Igenamigambi;

On proposal by the Minister of Finance and Economic Planning;

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

Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet;

Après examen et adoption par le Conseil des Ministres;

TWATEGETSE KANDI DUTEGETSE:

HAVE ORDERED AND ORDER:

AVONS ARRÊTÉ ET ARRÊTONS:

Ingingo ya mbere: Kwemeza burundu

Article One: Ratification

Article premier: Ratification

Amasezerano y'impano yashyiriweho umukono i Tokyo mu Buyapani ku wa 09 Mutarama 2019, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari eshatu na miliyoni ijana na mirongo cyenda n'imwe z'Amayeni y'Ubuyapani (3.191.000.000 JPY) agenewe umushinga wo gushyigikira umuyoboro munini w'amazi wa Nzove-Ntora mu Mujyi wa Kigali, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

The Grant Agreement signed at Tokyo, Japan on 09 January 2019, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of three billion and one hundred and ninety-one million Japanese Yen (JPY 3,191,000,000) for the project for strengthening Nzove-Ntora principal water transmission pipeline in Kigali City, annexed to this Order, is ratified and becomes fully effective.

L'Accord de don signé à Tokyo, au Japon le 09 janvier 2019, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de trois milliards cent quatre-vingt-onze millions de Yens Japonais (3.191.000.000 JPY) pour le projet de renforcement du principal pipeline de conduit d'eau Nzove-Ntora dans la ville de Kigali, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'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.

Kigali, ku wa **13/03/2019**

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

Bibonywe kandi bishyizweho Ikirango cya Repubulika:

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

Article 2: Authorities responsible for the implementation of this Order

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

Article 3: Commencement

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

Kigali, on **13/03/2019**

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

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

Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.

Article 3: Entrée en vigueur

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

Kigali, le **13/03/2019**

(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°40/01 RYO KU WA 13/03/2019 RYEMEZA
BURUNDU AMASEZERANO Y'IMPANO
YASHYIRIWEHO UMUKONO I TOKYO MU
BUYAPANI KU WA 09 MUTARAMA 2019,
HAGATI YA GUVERINOMA YA REPUBULIKA
Y'U RWANDA N'IKIGO CY'UBUYAPANI
GISHINZWE UBUTWERERANE
MPUZAMAHANGA (JICA), YEREKERANYE
N'IMPANO INGANA NA MILIYARI ESHATU
NA MILIYONI IJANA NA MIRONGO CYENDA
N'IMWE Z'AMAYENI Y'UBUYAPANI
(3.191.000.000 JPY) AGENEWE UMUSHINGA
WO GUSHYIGIKIRA UMUYOBORO MUNINI
W'AMAZI WA NZOVE-NTORA MU MUJYI WA
KIGALI

ANNEX TO PRESIDENTIAL ORDER
N°40/01 OF 13/03/2019 RATIFYING THE
GRANT AGREEMENT SIGNED AT
TOKYO, JAPAN ON 09 JANUARY 2019,
BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF RWANDA AND THE
JAPAN INTERNATIONAL
COOPERATION AGENCY (JICA),
RELATING TO THE GRANT OF THREE
BILLION AND ONE HUNDRED AND
NINETY-ONE MILLION JAPANESE YEN
(JPY 3,191,000,000) FOR THE PROJECT
FOR STRENGTHENING NZOVE-NTORA
PRINCIPAL WATER TRANSMISSION
PIPELINE IN KIGALI CITY

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N°40/01 DU 13/03/2019 RATIFIANT
L'ACCORD DE DON SIGNÉ À TOKYO, AU
JAPON LE 09 JANVIER 2019, ENTRE LE
GOUVERNEMENT DE LA RÉPUBLIQUE DU
RWANDA ET L'AGENCE JAPONAISE DE
COOPÉRATION INTERNATIONALE (JICA),
RELATIF AU DON DE TROIS MILLIARDS
CENT QUATRE-VINGT-ONZE MILLIONS
DE YENS JAPONAIS (3.191.000.000 JPY)
POUR LE PROJET DE RENFORCEMENT
DU PRINCIPAL PIPELINE DE CONDUITE
D'EAU NZOVE-NTORA DANS LA VILLE DE
KIGALI

Grant Agreement No.1860590

GRANT AGREEMENT

For

THE PROJECT FOR STRENGTHENING NZOVE – NTORA
PRINCIPAL WATER TRANSMISSION PIPELINE IN KIGALI CITY

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dated January 9, 2019

P *N.K*

Subject to the Exchange of Notes between the Government of Japan and the Government of the Republic of Rwanda dated January 8, 2019 concerning Japanese economic cooperation to be extended with a view to promoting the economic and social development of the Republic of Rwanda (hereinafter referred to as "the E/N") and the relevant laws and regulations and budgetary appropriations of Japan, the Japan International Cooperation Agency (hereinafter referred to as "JICA") and the Government of the Republic of Rwanda (hereinafter referred to as "the Recipient") have agreed to conclude the following grant agreement (hereinafter referred to as "the G/A").

Article 1 Amount and Purpose of the Grant

JICA shall extend a grant up to three billion and one hundred and ninety-one million Japanese Yen (JPY3,191,000,000) which includes the amount up to one hundred and fifty-two million Japanese Yen (JPY152,000,000) for the use of contingencies (hereinafter referred to as "the Grant") to the Recipient for the purpose of contributing to the implementation of the Project for Strengthening Nzove – Ntora Principal Water Transmission Pipeline in Kigali City mentioned in sub-paragraph (1) of paragraph 1 of the E/N (hereinafter referred to as "the Project") whose details are described in Schedule 1 attached hereto.

Article 2 Availability of the Grant

The Grant shall be available in the form of a disbursement by JICA during the period enumerated in Column 1 of the Annex to Schedule 1 attached hereto according to the allocation of the amount for each period as specified in Column 2 of the Annex to Schedule 1 attached hereto.

Article 3 Use of the Grant

The Recipient shall use the Grant properly and exclusively to cover payments to suppliers, contractors and/or consultants (hereinafter collectively referred to as "the Supplier(s)") of eligible nationality described in Section 2 of Schedule 2 attached hereto for purchases of products and/or services of eligible source countries described in Section 3 of Schedule 2 attached hereto necessary for the implementation of the Project.

Article 4 Administration of Grant

- (1) The Recipient shall designate the Water and Sanitation Corporation as the executing agency (hereinafter referred to as "the Executing Agency") to implement the Project

on behalf of the Recipient. The Recipient shall cause the Executing Agency to perform any of the obligations owed by the Recipient, and shall assume responsibility for all actions of the Executing Agency concerning the Project.

- (2) The Recipient shall retain a consultant for the implementation of the Project. The consultant shall be recommended to the Recipient by JICA. Such recommendation of the consultant by JICA does not mean that JICA shall assume the responsibilities which the consultant shall bear to the Recipient.
- (3) Should the funds available from the Grant be insufficient for the implementation of the Project, the Recipient shall make arrangements promptly to provide such funds as shall be needed.

Article 5 General Terms and Conditions

- (1) JICA and the Recipient shall abide by the provisions of JICA's General Terms and Conditions for Japanese Grant, dated January 2016 (hereinafter referred to as "the GTC").
- (2) The details for procurement stipulated in Section 2.01 of the GTC are described in Schedule 2 attached hereto.
- (3) The disbursement procedure stipulated in Section 3.01 of the GTC is described in Schedule 3 attached hereto.
- (4) The addresses stipulated in Section 7.03 of the GTC are as follows:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

Rwanda Office

B.P.6878, Kacyiru, Kigali, RWANDA

Attention: Chief Representative

with a copy to:

JAPAN INTERNATIONAL COOPERATION AGENCY

Financial Cooperation Implementation Department

5-25, Niban-cho, Chiyoda-ku, Tokyo 102-8012, JAPAN

Attention: Director General

For the Recipient

Postal address:

MINISTRY OF FINANCE AND ECONOMIC PLANNING

P.O. Box 158, Kigali, RWANDA

Attention: Permanent Secretary and Secretary to the Treasury

For the Executing Agency

Postal address:

WATER AND SANITATION CORPORATION

KN 4 AV 8 Centenary House, P.O. Box 537, Kigali, RWANDA

Attention: Chief Executive Officer

Article 6 Other Obligations of the Recipient

- (1) The Recipient shall perform obligations described in Section 4 of Schedule 2 and Schedule 4 attached hereto.
- (2) The Recipient shall ensure that no official of the Recipient undertakes any part of the work under the contract on the purchase of the products and/or services necessary for the implementation of the Project.
- (3) The Recipient shall furnish JICA with reports on the progress of the Project according to an agreed schedule until the Project is completed, in such form and in such detail as JICA may reasonably request. Promptly, but in any event not later than six (6) months after completion of the Project, the Recipient shall furnish JICA with a report concerning completion of the Project in such form and in such detail as JICA may reasonably request.

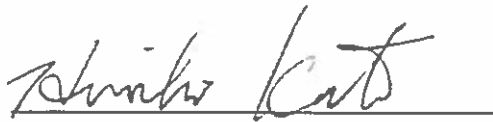
Article 7 Headings

The headings of Articles herein are inserted for convenient reference only and shall not be interpreted to limit or otherwise affect the provisions of the G/A.

IN WITNESS WHEREOF, JICA and the Recipient, acting through their duly authorized representatives, have caused the G/A to be duly executed in their respective names and delivered at Tokyo, as of the day and year first above written.

For


JAPAN INTERNATIONAL
COOPERATION AGENCY



Hiroshi Kato
Senior Vice President

For

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Uzziel Ndagijimana
Minister of Finance and Economic
Planning

Schedule 1

Details of the Project

(1) **Objective:**

The objective of the Project is to increase the water volume to stabilize the water supply in Kigali City by improving water supply facilities such as the Nzove-Ntora transmission pipeline, pump equipment at the Nzove water treatment plant, and the Ntora reservoir station. thereby contributing to the improvement of the water supply situation and social services in the area.

(2) **Location:**

Kigali City

(3) **Scope of the Work:**

- (a) construction of water transmission and distribution facilities
- (b) procurement and installation of pump and other relevant equipment
- (c) consulting services

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Annex

Column 1	Column 2
Period	Amount
The date of entry into force of the G/A and December 31, 2024 (Term 1)	One hundred and seventy-nine million Japanese Yen (JPY179,000,000) which includes the amount up to one hundred and fifty-two million Japanese Yen (JPY152,000,000) for the use of contingencies
April 1, 2019 and December 31, 2024 (Term 2)	One billion and one hundred and twenty-six million Japanese Yen (JPY1,126,000,000)
April 1, 2020 and December 31, 2024 (Term 3)	One billion and one hundred and forty-three million Japanese Yen (JPY1,143,000,000)
April 1, 2021 and December 31, 2024 (Term 4)	Seven hundred and forty-three million Japanese Yen (JPY743,000,000)

Total amount: Three billion and one hundred and ninety-one million Japanese Yen (JPY3,191,000,000)

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Schedule 2

Details for Procurement

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

In order to ensure the proper and exclusive use of the Grant, the products and/or services necessary for the implementation of the Project shall be procured in accordance with JICA's Procurement Guidelines for the Japanese Grants (Type I), dated January 2016 (hereinafter referred to as "the **Procurement Guidelines**").

Section 2. Eligible Nationality

- (1) The eligible nationality of the Supplier(s) shall be Japanese nationals in the case of the Supplier(s) that will execute a contract directly with the Recipient for the implementation of the Project.
- (2) With regard to sub-section (1) above, the term "Japanese nationals" means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons as described in paragraph 4 of the E/N.
- (3) Such contracts as stipulated in sub-section (1) above shall be denominated in Japanese Yen.

Section 3. Eligible Source Countries

- (1) The eligible source countries shall be Japan and the country of the Recipient for the purchase of products and/or services for the implementation of the Project.
- (2) Notwithstanding sub-section (1) above, when JICA and the Recipient deem it necessary, the Grant may be used for the purchase of products and/or services of countries other than Japan or the country of the Recipient for the implementation of the Project.

Section 4. JICA's Review

With regard to the Recipient's procurement procedures and decisions, the Recipient shall submit to JICA, for JICA's review and concurrence, the following documents at the following occasions. The Recipient shall also submit to JICA, for JICA's reference, any related documents and information as JICA may reasonably request. When JICA has no objection to such documents, JICA shall inform the Recipient its concurrence accordingly. JICA's right to perform such review and concurrence shall not be deemed to be an obligation of JICA. The Recipient shall not be exempted from any of its obligations under

the G/A due to JICA's election to perform any such review.

(1) Execution of the contract for consultants

The original contract for the consultant shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

(2) Procurement procedures other than competitive bidding

Descriptions of proposed procurement procedures other than competitive bidding shall be submitted before commencing such procedures when particular circumstances render competitive bidding inappropriate.

(3) Public announcement for pre-qualification

The contents of the public announcement for pre-qualification shall be submitted before the public announcement is made. Any important amendments to the documents by which such public announcement is to be made shall also be submitted before the documents are sent to prospective bidders.

(4) Selection of pre-qualification

(i) The list of pre-qualified firms that applied to be selected as the Supplier(s), (ii) the report on the selection process, including the decisions made by the Recipient during the selection, and (iii) other relevant documents shall be submitted promptly after the selection before notification of the result of the pre-qualification to the applicants.

(5) Bidding procedures

Bidding documents, such as notices and instructions to bidders, the bid form, bid evaluation criteria, and the proposed draft contract, shall be submitted before inviting the submission of bids. Any important amendments to the said documents shall also be submitted before the documents are sent to prospective bidders.

(6) Analysis of technical proposals

Analysis of technical proposals shall be submitted promptly after the analysis and before inviting the opening of bid prices.

(7) Analysis of bid prices

Analysis of bid prices shall be submitted promptly after the analysis and before

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notification of an award to the successful bidder.

(8) Execution of the contracts for the Supplier(s)

The original contract for the Supplier(s) shall be submitted promptly after its signing in order for the contract to be verified as eligible for the Grant.

(9) Allocation of the remaining balance or contingencies of the Grant

A request for review and concurrence on the allocation of the remaining balance or contingencies of the Grant with the reason therefor shall be submitted to JICA before any action is taken in relation to the use of the remaining balance or contingencies of the Grant.

(10) Amendment or termination of contract

(a) The extension of the contract period and the reason which justifies the proposal shall be submitted before the contract is amended; in the situation where the extended period is more than three (3) months or the period between the end of the extended contract period and the deadline of availability of the Grant become less than six (6) months.

(b) Any major amendment or termination of the contract shall be notified to JICA immediately and the original of the contract and other necessary documentation thereon shall also be submitted after signing in order for the amendment of the contract to be verified as eligible for the Grant.

(11) Modification from the original design

A description of any major modification from the original design of the Project shall be submitted before the implementation of any work related to the modified design.

For the avoidance of doubt, any change which does not constitute a major modification of the design or a major amendment of the contract, as specified by JICA, shall not require such concurrence of JICA.

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Schedule 3

Disbursement Procedure

Section 1. Banking Arrangement and Authorization to Pay

The Recipient shall conclude the banking arrangement (hereinafter referred to as "the Banking Arrangement") with a bank in Japan (hereinafter referred to as "the Agent Bank") and open an account (hereinafter referred to as "the Grant Account") at the Agent Bank immediately after the signing of the G/A. The Banking Arrangement stipulates the roles of the Agent Bank and the Recipient with regard to the receipt of the Grant from JICA and payment to the Supplier(s) under the Grant by using an authorization to pay (hereinafter referred to as "the Authorization to Pay"). In order to execute the procedures in the Banking Arrangement, the Recipient shall issue the Authorization to Pay to the Agent Bank in connection with each contract verified by JICA.

Section 2. Procedure

The payment shall be made upon request from the Supplier(s). The request for payment and other required documents shall be submitted from the Supplier(s) to the Agent Bank authorized by the Recipient in the Authorization to Pay, and accordingly those documents shall be submitted to JICA. JICA shall disburse the requested amount of the Grant into the Grant Account in Japanese Yen after confirmation of the submitted request for payment and other required documents. The Agent Bank shall make the payment to the Supplier(s) from the Grant Account on behalf of the Recipient after the receipt of the Grant.

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Schedule 4

Obligations of the Recipient

In accordance with the obligations of the Recipient stipulated in the E/N, the Recipient shall undertake the obligations listed in the tables below. JICA and the Recipient may agree from time to time separately in writing on the items, deadlines and other matters described in the tables below within the scope of the obligations stipulated in the E/N.

(1) Specific obligations of the Recipient which will not be funded with the Grant

1) Before the Bidding

NO	Items	Deadline	In charge	Estimated cost (RWF)
1	To open a bank account (Banking Arrangement (B/A))	within 1 month after the signing of the G/A	MINECOFIN/ BNR	24,000,000
	To issue Authorization to Pay (A/P) to a bank in Japan (the Agent Bank) for the payment to the consultant	within 1 month after the signing of the contract		44,000
2	To bear the following commissions to a bank in Japan for the banking services based upon the B/A 1) Advising commission of A/P 2) Payment commission of A/P	1) within 1 month after the signing of the contract 2) every payment	MINECOFIN	included in 2) No 1
3-1	To implement Environment Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement, and to submit the updated EMP and EMoP to JICA when any updates are made.	before the tender	WASAC	included in 1) No 4
3-2	To submit the environmental monitoring results to JICA, by using the monitoring form	once the monitoring completes	WASAC	
4	To secure lands	before the tender	WASAC	165,500,000
	To secure the necessary budget and implement land acquisition procedures including compensation with full replacement cost in accordance with Resettlement Action Plan (RAP)	before the tender		
	To implement social monitoring, and to submit the monitoring results to JICA, by using the monitoring form, monthly	until land acquisition and resettlement complete		
5	To obtain the necessary permissions for the implementation of the Project from the concerned organization 1) City development permission from City of Kigali 2) River crossing permission from RWFA 3) Other permission, if necessary	before public announcement of the bidding	WASAC	-
6	To submit Project Monitoring Report (with the result of detailed design)	before preparation of the bidding document	WASAC	-

NO	Items	Deadline	In charge	Estimated cost (RWF)
7	To secure the necessary budget and construct the box culvert at Nyabugogo area along National Road 3 1) Budget allocation 2) Construction	before public announcement of the bidding	1) WASAC 2) Kigali City	55,000,000
8	To ensure power supply for installation of the new pumps	before public announcement of the bidding	WASAC	-

(B/A: Banking Arrangement, A/P: Authorization to Pay, MINECOFIN: Ministry of Finance and Economic Planning, BNR: National Bank of Rwanda, WASAC: Water and Sanitation Corporation, RWFA: Rwanda Water and Forestry Authority)

2) During the Project Implementation

NO	Items	Deadline	In charge	Estimated cost (RWF)
1	To issue A/P to a bank in Japan (the Agent Bank) for the payment to the contractor(s)	within 1 month after the signing of the contract(s)	MINECOFIN	44,000
	To bear the following commissions to a bank in Japan for the banking services based upon the B/A 1) Advising commission of A/P 2) Payment commission of A/P	1) within 1 month after the signing of the contract(s) 2) every payment	MINECOFIN	174,000
2	To obtain the necessary permissions for the implementation of the Project from the concerned organization 1) City development permission from City of Kigali 2) River crossing permission from RWFA 3) Other permission, if necessary	(during the project, if not completed before the tender)	WASAC	-
3	To ensure prompt unloading, customs clearance and internal transportation in the country of the Recipient	during the project	WASAC	-
4	To accord the Japanese physical persons and/or physical persons of third countries whose services may be required in connection with the supply of the Products and/or the Services such facilities as may be necessary for their entry into the country of the Recipient and stay therein for the performance of their work	during the project	WASAC	-
5	To ensure that customs duties, internal taxes and other fiscal levies which may be imposed in the country of the Recipient with respect to the purchase of the Products and/or the Services be exempted or be borne by its designated authority without using the Grant	during the project	MINECOFIN/ WASAC	1,958,000,000
6	To bear all the expenses, other than those covered by the Grant, necessary for the implementation of the Project	during the project	WASAC	-
7	1) To submit the Project Monitoring Reports 2) To submit the Project Monitoring Report (final)	1) every month 2) within 1 month after signing of Certificate of Completion for the works under the contract(s)	WASAC	-
	To submit a report concerning completion of the Project	within 6 months after completion of the Project	WASAC	-

NO	Items	Deadline	In charge	Estimated cost (RWF)
8	To provide facilities for distribution of electricity, water supply, drainage and other incidental facilities necessary for the implementation of the Project outside the site(s)	during the project	WASAC	-
9-1	To implement EMP and EMoP	during the project	WASAC	included in 1) No 4
9-2	To submit results of environmental monitoring to JICA, by using the monitoring form, on a quarterly basis as a part of Project Monitoring Report	during the project	WASAC	included in 1) No 4
10-1	To implement RAP	until the end of livelihood restoration program	WASAC	included in 1) No 4
10-2	To implement social monitoring, and to submit the monitoring results to JICA, by using the monitoring form, on a quarterly basis as a part of Project Monitoring Report (The period of the monitoring may be extended if affected persons' livelihoods are not sufficiently restored. Extension of the monitoring period will be decided based on an agreement between WASAC and JICA)	until the end of livelihood restoration program	WASAC	included in 1) No 4
11	To assign supervisor(s) during the construction period and counterparts for the soft-component activities	during the project	WASAC	-
12	To install distribution pipelines from the elevated tank	during the project	WASAC	39,000,000
13	To announce in advance to customers at the time of construction changeover of transmission pipelines	during the project	WASAC	-

(B/A: Banking Arrangement, A/P: Authorization to Pay, MINECOFIN: Ministry of Finance and Economic Planning, BNR: National Bank of Rwanda, WASAC: Water and Sanitation Corporation, RWFA: Rwanda Water and Forestry Authority, JICA: Japan International Cooperation Agency)

3) After the Project

NO	Items	Deadline	In charge	Estimated cost (RWF)
1	To implement EMP and EMoP	after completion of the construction	WASAC	4,200,000
2	To submit results of environmental monitoring to JICA, by using the monitoring form, semiannually (The monitoring period may be extended if any significant negative impacts on the environment are found. Extension of the monitoring period will be decided based on an agreement between WASAC and JICA)	for 3 years after the project	WASAC	
3	To maintain and use properly and effectively the facilities constructed and equipment provided under the Grant Aid 1) Allocation of maintenance cost 2) Operation and maintenance structure 3) Routine check and periodic inspection	after completion of the construction	WASAC	7,800,000/day
4	To recover the production volume of Nzove I water treatment plant by 25,000m ³ /day (The current production capacity is 40,000 m ³ /day)	By December 2023	WASAC	To be estimated

(WASAC: Water and Sanitation Corporation, JICA: Japan International Cooperation Agency)

(2) Other obligations of the Recipient funded with the Grant

NO	Item	Deadline	Amount (Million Japanese Yen)
1	To construct water transmission and distribution facilities with procurement and installation of pump and other relevant equipment etc.	by the Project completion	
2	To implement detailed design, bidding support, construction supervision, etc. (Consulting Service)		
3	Contingencies		
Total			3,191

(Note) Progress of the obligations of the Recipient may be confirmed and updated from time to time in a written form between JICA and the Recipient.

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Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n°40/01 ryo ku wa 13/03/2019 ryemeza burundu Amasezerano y'impano yashyiriweho umukono i Tokyo mu Buyapani ku wa 09 Mutarama 2019, hagati ya Guverinoma ya Repubulika y'u Rwanda n'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA), yerekeranye n'impano ingana na miliyari eshatu na miliyoni ijana na mirongo cyenda n'imwe z'Amayeni y'Ubuyapani (3.191.000.000 JPY) agenewe umushinga wo gushyigikira umuyoboro munini w'amazi wa Nzove-Ntora mu Mujyi wa Kigali

Kigali, ku wa 13/03/2019

(sé)
KAGAME Paul
Perezida wa Repubulika

(sé)
Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

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

Seen to be annexed to Presidential Order n°40/01 of 13/03/2019 ratifying the Grant Agreement signed at Tokyo, Japan on 09 January 2019, between the Government of the Republic of Rwanda and the Japan International Cooperation Agency (JICA), relating to the grant of three billion and one hundred and ninety-one million Japanese Yen (JPY 3,191,000,000) for the project for strengthening Nzove-Ntora principal water transmission pipeline in Kigali City

Kigali, on 13/03/2019

(sé)
KAGAME Paul
President of the Republic

(sé)
Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)
BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n°40/01 du 13/03/2019 ratifiant l'Accord de don signé à Tokyo, au Japon le 09 janvier 2019, entre le Gouvernement de la République du Rwanda et l'Agence Japonaise de Coopération Internationale (JICA), relatif au don de trois milliards cent quatre-vingt-onze millions de Yen Japonais (3.191.000.000 JPY) pour le projet de renforcement du principal pipeline de conduit d'eau Nzove-Ntora dans la ville de Kigali

Kigali, le 13/03/2019

(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° 41/01 RYO KU WA
13/03/2019 RYEMEZA BURUNDU
AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KU WA 12 UKUBOZA 2018, HAGATI
YA REPUBULIKA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA AMAJYAMBERE
(IDA), YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI IJANA NA
MAKUMYABIRI N'ICYENDA N'IBIHUMBI
MAGANA ATANDATU Z'AMAYERO
(129.600.000 EUR) AGENEWE UMUSHINGA WO
GUTERA INKUNGA IMITURIRE**

**PRESIDENTIAL ORDER N°41/01 OF
13/03/2019 RATIFYING THE FINANCING
AGREEMENT SIGNED AT KIGALI,
RWANDA ON 12 DECEMBER 2018,
BETWEEN THE REPUBLIC OF RWANDA
AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF ONE
HUNDRED TWENTY-NINE MILLION SIX
HUNDRED THOUSAND EUROS (EUR
129,600,000) FOR HOUSING FINANCE
PROJECT**

**ARRÊTÉ PRÉSIDENTIEL N°41/01 DU
13/03/2019 RATIFIANT L'ACCORD DE
FINANCEMENT SIGNÉ À KIGALI, AU
RWANDA LE 12 DÉCEMBRE 2018, ENTRE
LA RÉPUBLIQUE DU RWANDA ET
L'ASSOCIATION INTERNATIONALE DE
DÉVELOPPEMENT (IDA), RELATIF AU
CRÉDIT DE CENT VINGT-NEUF MILLIONS
SIX CENT MILLE EUROS (129.600.000 EUR)
POUR LE PROJET DE FINANCEMENT DU
LOGEMENT**

ISHAKIRO

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ITEKA RYA PEREZIDA N°41/01 RYO KU WA 13/03/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 12 UKUBOZA 2018, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI IJANA NA MAKUMYABIRI N'ICYENDA N'IBIHUMBI MAGANA ATANDATU Z'AMAYERO (129.600.000 EUR) AGENEWE UMUSHINGA WO GUTERA INKUNGA IMITURIRE

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 122, iya 167, iya 168, n'iya 176;

Dushingiye ku Itegeko n°003/2019 ryo ku wa 13/03/2019 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ukuboza 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'icyenda n'ibihumbi magana atandatu z'Amayero (129.600.000 EUR) agenewe umushinga wo gutera inkunga imiturire;

Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12

PRESIDENTIAL ORDER N°41/01 OF 13/03/2019 RATIFYING THE FINANCING AGREEMENT SIGNED AT KIGALI, RWANDA ON 12 DECEMBER 2018, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF ONE HUNDRED TWENTY-NINE MILLION SIX HUNDRED THOUSAND EUROS (EUR 129,600,000) FOR HOUSING FINANCE PROJECT

We, KAGAME Paul,
President of the Republic;

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

Pursuant to Law n° 003/2019 of 13/03/2019 approving the ratification of the Financing Agreement signed at Kigali, Rwanda on 12 December 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of one hundred twenty-nine million six hundred thousand Euros (EUR 129,600,000) for housing finance project;

Considering the Financing Agreement signed at Kigali, Rwanda on 12 December 2018, between

ARRÊTÉ PRÉSIDENTIEL N°41/01 DU 13/03/2019 RATIFIANT L'ACCORD DE FINANCEMENT SIGNÉ À KIGALI, AU RWANDA LE 12 DÉCEMBRE 2018, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE CENT VINGT-NEUF MILLIONS SIX CENT MILLE EUROS (129.600.000 EUR) POUR LE PROJET DE FINANCEMENT DU LOGEMENT

Nous, KAGAME Paul,
Président de la République;

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

Vu la Loi n° 003/2019 du 13/03/2019 approuvant la ratification de l'Accord de financement signé à Kigali, au Rwanda le 12 décembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cent vingt-neuf millions six cent mille Euros (129.600.000 EUR) pour le projet de financement du logement;

Considérant l'Accord de financement signé à Kigali, au Rwanda le 12 décembre 2018, entre la

Ukuboza 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'icyenda n'ibihumbi magana atandatu z'Amayero (129.600.000 EUR) agenewe umushinga wo gutera inkunga imitirire;

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 yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ukuboza 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'icyenda n'ibihumbi magana atandatu z'Amayero (129.600.000 EUR) agenewe umushinga wo gutera inkunga imitirire, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.

Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka

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

the Republic of Rwanda and the International Development Association (IDA), relating to the credit of one hundred twenty-nine million six hundred thousand Euros (EUR 129,600,000) for housing finance project;

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 Financing Agreement signed at Kigali, Rwanda on 12 December 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of one hundred twenty-nine million six hundred thousand Euros (EUR 129,600,000) for housing finance project, annexed to this Order, is ratified and becomes fully effective.

Article 2: Authorities responsible for the implementation of this Order

The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the

République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cent vingt-neuf millions six cent mille Euros (129.600.000 EUR) pour le projet de financement du logement;

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

Après examen et adoption par le Conseil des Ministres;

AVONS ARRÊTÉ ET ARRÊTONS:

Article premier: Ratification

L'Accord de financement signé à Kigali, au Rwanda le 12 décembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cent vingt-neuf millions six cent mille Euros (129.600.000 EUR) pour le projet de financement du logement, annexé au présent arrêté, est ratifié et sort son plein et entier effet.

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

Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont

implementation of this Order.

chargés de l'exécution du présent arrêté.

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 **13/03/2019**

(sé)

KAGAME Paul

Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard

Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango cya
Repubulika:**

(sé)

BUSINGYE Johnston

Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta

Article 3: Commencement

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

Kigali, on **13/03/2019**

(sé)

KAGAME Paul

President of the Republic

(sé)

Dr. NGIRENTE Edouard

Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston

Minister of Justice/Attorney General

Article 3: Entrée en vigueur

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

Kigali, le **13/03/2019**

(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°41/01 RYO KU WA 13/03/2019 RYEMEZA
BURUNDU AMASEZERANO Y'INGUZANYO
YASHYIRIWEHO UMUKONO I KIGALI MU
RWANDA KU WA 12 UKUBOZA 2018, HAGATI
YA REPUBULIKA Y'U RWANDA N'IKIGEGA
MPUZAMAHANGA GITSURA AMAJYAMBERE
(IDA), YEREKERANYE N'INGUZANYO
INGANA NA MILIYONI IJANA NA
MAKUMYABIRI N'ICYENDA N'IBIHUMBI
MAGANA ATANDATU Z'AMAYERO
(129.600.000 EUR) AGENEWE UMUSHINGA WO
GUTERA INKUNGA IMITURIRE**

**ANNEX TO PRESIDENTIAL ORDER
N°41/01 OF 13/03/2019 RATIFYING THE
FINANCING AGREEMENT SIGNED AT
KIGALI, RWANDA ON 12 DECEMBER
2018, BETWEEN THE REPUBLIC OF
RWANDA AND THE INTERNATIONAL
DEVELOPMENT ASSOCIATION (IDA),
RELATING TO THE CREDIT OF ONE
HUNDRED TWENTY-NINE MILLION SIX
HUNDRED THOUSAND EUROS (EUR
129,600,000) FOR HOUSING FINANCE
PROJECT**

**ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL
N°41/01 DU 13/03/2019 RATIFIANT
L'ACCORD DE FINANCEMENT SIGNÉ À
KIGALI, AU RWANDA LE 12 DÉCEMBRE
2018, ENTRE LA RÉPUBLIQUE DU RWANDA
ET L'ASSOCIATION INTERNATIONALE DE
DÉVELOPPEMENT (IDA), RELATIF AU
CRÉDIT DE CENT VINGT-NEUF MILLIONS
SIX CENT MILLE EUROS (129.600.000 EUR)
POUR LE PROJET DE FINANCEMENT DU
LOGEMENT**

CREDIT NUMBER 6343-RW

Financing Agreement

(Housing Finance Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6343-RW

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Non-concessional Financing for purposes of the General Conditions, in the amount of one hundred twenty-nine million six hundred thousand Euros (€129,600,000), as such amount may be converted from time to time through a Currency Conversion ("Credit"), to assist in financing the project described in Schedule 1 to this Agreement ("Project").
- 2.02. The Recipient may withdraw the proceeds of the Credit in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent ($\frac{1}{4}$ of 1%) of the Credit amount.
- 2.04. The Commitment Charge is one-quarter of one percent ($\frac{1}{4}$ of 1%) per annum on the Unwithdrawn Credit Balance.
- 2.05. The Interest Charge is the Reference Rate plus the Fixed Spread or such rate as may apply following a Conversion; subject to Section 3.09(e) of the General Conditions.
- 2.06. The Payment Dates are April 15 and October 15 in each year.
- 2.07. The principal amount of the Credit shall be repaid in accordance with Schedule 3 to this Agreement.

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ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall:
- (i) cause the BRD to carry out Part 1.1 and 2 of the Project;
 - (ii) carry out part 1.2.(i) of the Project through its Ministry of Finance; and
 - (iii) cause the RMRC to carry out Part 1.2.(ii) of the Project, all in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Events of Suspension consists of the following, namely any action has been taken for the dissolution, disestablishment or suspension of operation (including cancellation of license to operate as a Financial Institution and/or issue bonds) of the BRD and/or the RMRC.
- 4.02. The Additional Events of Acceleration consist of the following, namely the event specified in Section 4.01 of this Agreement occurs.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Conditions of Effectiveness consists of the following:
- (a) the BRD Subsidiary Agreement has been executed on behalf of the Recipient and the BRD and all conditions precedent to its effectiveness, except for the effectiveness of this Agreement, shall have been met; and
 - (b) the adoption by the Recipient and BRD of a Project Implementation Manual in form and substance satisfactory to the Association.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

-3-

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

6.02. For purposes of Section 11.01 of the General Conditions:

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

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

6.03. For purposes of Section 11.01 of the General Conditions:

(a) the Association's address is:

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

(b) the Association's Electronic Address is:

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

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA



By


Authorized Representative

Name: Baziel MAGUMANA
Title: Minister
Date: 12/12/2018

INTERNATIONAL DEVELOPMENT ASSOCIATION

By


Authorized Representative

Name: Yasser EL-Gammal
Title: Country Manager
Date: December 12, 2018

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SCHEDULE 1

Project Description

The objective of the Project is to expand access to housing finance to households and to support capital market development in Rwanda.

The Project consists of the following parts:

Part 1: Provision of Long-Term Finance to Expand Housing Finance

- 1.1. Provision of financing by the Recipient to BRD in the form of long-term debt to be utilized as a line of credit for providing Mortgage Refinancing to Participating Financial Institutions.
- 1.2. Provision of: (i) Equity and/or Subordinated Debt by the Recipient to support the establishment and capitalization of the Rwanda Mortgage Refinancing Company (RMRC); and/or (ii) long-term debt by the Recipient to support the operationalization of the RMRC through a line of credit for providing Mortgage Refinancing to Participating Financial Institutions.

Part 2: Technical Assistance and Implementation Support

Strengthen the enabling environment to support the supply of affordable housing and financing through housing demand side capacity building and technical assistance for supply side reform, including for, *inter alia*: a review of the existing incentive framework (land, infrastructure, fiscal, and other financial incentives), including a rapid assessment of the affordable housing pilots; rental market study; support for the development of a PPP framework for housing development; capacity building for financial institutions and intermediaries to enable them access long-term finance for housing under the project; feasibility study and business plan for the proposed RMRC; and a review and update of pertinent legal and regulatory frameworks on condominium and mortgage lending issues and a regulatory and supervisory framework for the proposed RMRC.

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SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

Single Project Implementation Unit – BRD

1. The Recipient shall: (a) maintain, within BRD, the Single Project Implementation Unit (BRD-SPIU) throughout Project implementation, one financial management specialist and one accountant and other fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the BRD-SPIU has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.
2. The BRD-SPIU shall be responsible for overall Project coordination, and day-to-day management and implementation of Part 1.1 and 2 of the Project, including financial management, procurement, supervision, and monitoring and evaluation.

Project Steering Committee (PSC)

3. Not later than three (3) months after the Effective Date, the Recipient shall establish, and thereafter maintain, throughout Project implementation, the PSC, with composition and mandate acceptable to the Bank, which shall be headed by high level representatives of MINECOFIN and include, *inter alia*, high level representatives of MININFRA, RHA, CoK, and other entities, as further detailed in the PIM. The PSC shall be responsible for coordinating, including at the inter-ministerial level, and providing overall strategic guidance for Project implementation.

RMRC

4. Upon the RMRC's financial and operational viability, market conditions, regulatory framework and institutional set-up are deemed adequate by the Recipient and the Association, the Recipient shall ensure that the RMRC, established in accordance with the provisions in Section III.B.1(c) of this Schedule, is maintained, throughout Project implementation, with a structure, functions, responsibilities, and staffing acceptable to the Association, and in accordance with the Financial Sector Laws.
5. Upon the establishment of the RMRC, the Recipient may allocate part of the undisbursed funds under category (1) to category (2) to be used for the provision

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of Equity and/or Subordinated Debt to the RMRC to support its establishment and capitalization as defined under Part 1.2.(i) and/or to category (3) to be used for the line of credit to managed by the RMRC for Mortgage Refinancing under Part 1.2.(ii).

B. Project Implementation Manual (PIM)

1. The Recipient shall cause BRD and/or the RMRC, once established in a manner satisfactory to the Recipient and Association, to carry out the Project in accordance with the requirements set forth in the PIM, which shall contain detailed guidelines, methods and procedures for the implementation of the Project, including:
(i) administration and coordination; (ii) budget and budgetary control;
(iii) disbursement procedures and banking arrangements; (iv) financial, procurement and accounting procedures; (v) internal control procedures;
(vi) accounting system and transaction records; (vii) reporting requirements;
(viii) audit arrangements; (ix) corruption and fraud mitigation measures;
(x) eligibility criteria for the selection of PFIs that can benefit from the BRD and/or RMRC lines of credit; (xi) template of the participation agreement with PFIs;
(xii) investment policy of the RMRC, if applicable; and (xiii) such other arrangements and procedures as shall be required for the effective implementation of the Project.
2. The Recipient shall ensure that the PIM is not assigned, amended, abrogated or waived without the prior written approval of the Association.
3. In case of any conflict between the terms of the PIM and those of this Agreement, the terms of this Agreement shall prevail.

C. Shareholder Agreement and Subordinated Loan Agreement with RMRC

Upon the establishment of the RMRC, in a manner satisfactory to the Recipient and Association, the Recipient shall use the proceeds of the Financing allocated to Category (1) to provide Equity and/or Subordinated Debt for purposes of Part 1.2.(i) of the Project.

D. Subsidiary Agreement with RMRC

1. Upon the establishment of the RMRC in a manner satisfactory to the Recipient and Association, and in order to facilitate the carrying out of Part 1.2.(ii) of the Project, the Recipient shall make part of the Financing proceeds ("RMRC Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the RMRC under a subsidiary agreement ("RMRC Subsidiary Agreement") to be entered into between the Recipient and the RMRC, under terms and conditions approved by the Association, which shall include the following:

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- (a) The financial terms and conditions of the RMRC Subsidiary Financing, including charged interest and repayment period, as further defined in the PIM;
- (b) the obligation of the RMRC to use the proceeds of the RMRC Subsidiary Financing for purposes of providing a line of credit to eligible PFIs for Mortgage Refinancing. To that end, the RMRC shall appraise and select PFIs in accordance with the procedure and criteria in the PIM and enter into a participation agreement with the selected PFI, under terms and conditions satisfactory to the Association and as further set out in the PIM;
- (c) the obligation of the RMRC to carry out Part 1.2.(ii) of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required for Part 1.2.(ii) of the Project;
- (d) the obligation of the RMRC to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 1.2.(ii) of the Project, and the performance of its obligations under the RMRC Subsidiary Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 1.2 of the Project;
- (e) the obligation of the RMRC to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 1.2.(ii) of the Project;
- (f) the obligation of the RMRC to carry out Part 1.2.(ii) of the Project in accordance with the PIM;
- (g) the obligation of the RMRC to carry out Part 1.2.(ii) of the Project in compliance with the Anti-Corruption Guidelines;
- (h) the obligation of the RMRC to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Part 1.2.(ii) of the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and

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- (i) the right of the Recipient to take remedial actions against the RMRC, in case the RMRC shall have failed to comply with any of its obligations under the RMRC Subsidiary Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the RMRC Subsidiary Financing transferred to the RMRC pursuant to the RMRC Subsidiary Agreement (as the case may be).
- 2. The Recipient shall exercise its rights under the RMRC Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the RMRC Subsidiary Agreement or any of its provisions.

E. Subsidiary Agreement with BRD

- 1. In order to facilitate the carrying out of Parts 1.1 and 2 of the Project, the Recipient shall make the proceeds of the Financing allocated to Categories (1) and (4) ("BRD Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the BRD under a subsidiary agreement ("BRD Subsidiary Agreement") to be entered into between the Recipient and the BRD, under terms and conditions approved by the Association, which shall include the following:
 - (a) financial terms and conditions of the BRD Subsidiary Financing, including charged interest and repayment period, as further defined in the PIM;
 - (b) the obligation of the BRD to use the proceeds of the BRD Subsidiary Financing for purposes of providing a line of credit to eligible PFIs for Mortgage Refinancing. To that end, the BRD shall appraise and select PFIs in accordance with the procedure and criteria in the PIM and enter into a framework agreement with the selected PFI, under terms and conditions satisfactory to the Association and as further set out in the PIM;
 - (c) the obligation of the BRD to carry out Parts 1.1 and 2 of the Project with due diligence and efficiency, in conformity with appropriate administrative, economic, managerial, financial, environmental, social and technical standards and practices, and provide promptly as needed, the facilities, services and other resources required for Part 1.1 of the Project;
 - (d) the obligation of the BRD to: (i) exchange views with the Recipient, and the Association with regard to the progress of Parts 1.1 and 2 of the Project, and the performance of its obligations under the BRD Subsidiary Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Parts 1.1 and 2 of the Project;

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- (e) the obligation of the BRD to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Parts 1.1 and 2 of the Project;
 - (f) the obligation of the BRD to carry out Parts 1.1 and 2 of the Project in accordance with the PIM;
 - (g) the obligation of the BRD to carry out Parts 1.1 and 2 of the Project in compliance with the Anti-Corruption Guidelines;
 - (h) the obligation of the BRD to carry out Part 2 of the Project in accordance with the Procurement Regulations;
 - (i) the obligation of the BRD to: (i) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to Parts 1.1 and 2 of the Project; and (ii) at the Association's or the Recipient's request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to the Recipient and the Association; and
 - (j) the right of the Recipient to take remedial actions against the BRD, in case the BRD shall have failed to comply with any of its obligations under the BRD Subsidiary Agreement, which actions may include, *inter alia*, the partial or total suspension and/or cancellation or refund of all or any part of the proceeds of the BRD Subsidiary Financing transferred to the BRD pursuant to the BRD Subsidiary Agreement (as the case may be).
2. The Recipient shall exercise its rights under the BRD Subsidiary Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Financing. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the BRD Subsidiary Agreement or any of its provisions.

F. Grievance and Feedback Mechanism for Part 1 of the Project

The Recipient shall, and shall cause the BRD and RMRC, once the RMRC is established in a manner satisfactory to the Recipient and Association, to maintain, throughout Project implementation, and publicize the availability of a grievance redress and mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to Part 1 of the Project, and take all measures

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necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.

G. Participating Agreements

1. In order to implement the lines of credit under Part 1.1 and 1.2.(ii) of the Project, the Recipient shall ensure that BRD and/or the RMRC shall: (a) enter into Participating Agreements with Participating Financial Institutions ("Participating Agreements"), as the case may be, on terms and conditions acceptable to the Association, which shall include terms and conditions set forth in the PIM to make the proceeds of the Subsidiary Financing available to said PFIs; and (b) except as the Association shall otherwise agree, not assign, amend, abrogate or waive any such Participating Agreements.
2. The Recipient shall take all measures in its powers to ensure that the BRD and/or the RMRC shall exercise its rights under the Participating Agreements in such manner as to protect its interests and the interests of the Association in order to accomplish the purposes of the Financing. The BRD and/or the RMRC shall not assign, amend, abrogate or waive the Participating Agreements without the prior written approval of the Association.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than 45 days after the end of each calendar quarter, covering the calendar quarter.

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

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Category	Amount of the Credit Allocated (expressed in EURO)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) BRD Mortgage Refinancing under Part 1.1 of the Project	126,900,000	100% in form of the BRD Mortgage Refinancing until EURO 86.4mn has been disbursed; 75% of amounts so paid until an additional EURO 21.6mn has been disbursed; and 50% of amounts so paid thereafter
(2) RMRC Mortgage Refinancing under Part 1.2.(ii) of the Project	0	100% in form of the RMRC Mortgage Refinancing until EURO 86.4mn has been disbursed; 75% of amounts so paid until an additional EURO 21.6mn has been disbursed; and 50% of amounts so paid thereafter
(3) Equity and Subordinated Debt to the RMRC under Part 1.2.(i) of the Project	0	100% in form of Equity up to a maximum amount of EURO 8.64mn 100% in form of Subordinated Debt up to a maximum amount of EURO 43.2mn
(4) Goods, consulting services, non-consulting services, Incremental Operating Costs and Training under Part 2 of the Project	2,700,000	100%
TOTAL AMOUNT	129,600,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date; and
 - (b) under Category 1 and Category 4 unless and until: (i) the BRD-SPIU has been established and adequately resourced and staffed in accordance with

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the provisions of the PIM; and (ii) a participation agreement is executed between the BRD and a PFI, under terms and conditions satisfactory to the Association and in accordance with the provisions in the PIM.

- (c) under Category 2 unless and until: (i) a subsidiary agreement between the Recipient and the RMRC has been executed, under terms and conditions satisfactory to the Association, and in accordance with Section I.A.4 of Schedule 2 to this Agreement; (ii) the conditions in subparagraph (d) below have been satisfied; and (iii) a participation agreement is executed between the RMRC and a PFI, under terms and conditions satisfactory to the Association and in accordance with the provisions in the PIM.
- (d) under Category 3 for Equity unless and until: (i) the RMRC has been duly established and licensed to operate as a financial institution and issue bonds, in a manner acceptable to the Association, and in accordance with the Financial Sector Laws; (ii) the RMRC adopts the PIM, in form and substance satisfactory to the Association; (iii) corporate governance instruments and internal controls of RMRC are adopted by the RMRC in form and substance satisfactory to the Association; (iv) an external auditor is appointed with qualifications, experience and terms of reference satisfactory to the Association; and (v) a shareholder agreement between the Recipient and the RMRC has been executed, under terms and conditions satisfactory to the Association.
- (e) under Category 3 for Subordinated Debt unless and until: (i) the RMRC has been duly established and licensed to operate as a financial institution and issue bonds, in a manner acceptable to the Association, and in accordance with the Financial Sector Laws; (ii) the RMRC adopts the PIM, in form and substance satisfactory to the Association; (iii) corporate governance instruments and internal controls of RMRC are adopted by the RMRC in form and substance satisfactory to the Association; (iv) an external auditor is appointed with qualifications, experience and terms of reference satisfactory to the Association; and (v) a subordinated loan agreement between the Recipient and the RMRC has been executed, under terms and conditions satisfactory to the Association.

2. The Closing Date is December 31, 2023.

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SCHEDULE 3

Disbursement-Linked Amortization Repayment Schedule – Level Repayment

1. Subject to the provisions of Section 3.10 of the General Conditions, the Recipient shall repay each Disbursed Amount in semiannual installments payable on each April 15 and October 15, the first installment to be payable on the eleventh (11th) Payment Date following the Maturity Fixing Date for the Disbursed Amount and the last installment to be payable on the fiftieth (50th) Payment Date following the Maturity Fixing Date for the Disbursed Amount. Each installment except for the last one shall be equal to one-fortieth (1/40) of the Disbursed Amount. The last installment shall be equal to the remaining outstanding amount of the Disbursed Amount.
2. If any one or more installments of principal of the Disbursed Amount would, pursuant to the provisions of paragraph 1 of this Schedule, be payable after April 15, 2049, the Recipient shall also pay on such date the aggregate amount of all such installments.
3. The Association shall notify the Recipient of the amortization schedule for each Disbursed Amount promptly after the Maturity Fixing Date for the Disbursed Amount.

APPENDIX

Section I. Definitions

1. “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.
2. “BRD” means the Development Bank of Rwanda, established and operating pursuant to Memorandum and Articles of Association approved by Resolution No. 8 of the meeting of shareholders of the Development Bank of Rwanda, dated March 23, 2012.
3. “BRD Mortgage Refinancing” means refinancing made or proposed to be made out of the proceeds of the BRD Subsidiary Financing to refinance eligible mortgage loans, by BRD to an eligible PFI under Part 1.1 of the Project, which meets the eligibility criteria set forth in the PIM.
4. “BRD Subsidiary Agreement” means the agreement to be entered into between the Recipient and BRD and referred to in Section I.E of Schedule 2 to this Agreement.
5. “BRD Subsidiary Financing” means the proceeds of the Financing to be provided to BRD for purposes of carrying out Part 1.2 of the Project, in accordance with the BRD Subsidiary Agreement and the PIM and referred to in Section I.E of Schedule 2 to this Agreement.
6. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
7. “Equity” means the proceeds of the Financing to be provided as equity by the Recipient to the RMRC for purposes of Part 1.2.(i) of the Project, in accordance with the terms of the RMRC Subsidiary Agreement.
8. “Financial Institution” means a financial institution pursuant to the Recipient’s Financial Sector Laws.
9. “Financial Sectors Laws” means the Recipient’s Law N° 47/2017 of 23/9/2017 governing the organization of banking and Law N°48/2017 of 23/09/2017 governing the National Bank of Rwanda.
10. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated July 14, 2017.

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11. "Incremental Operating Costs" means the reasonable incremental costs, as shall have been approved by the Association, incurred by the Recipient, on account of Project administration, implementation, monitoring and supervision consisting of vehicle operation and maintenance, communication and insurance costs, banking charges, office rental expenses, freight charges, office (and office equipment) maintenance, utilities, printing, non-durable goods, travel cost and *per diem* for Project staff for travel linked to the implementation, monitoring and supervision of the Project (but excluding consultants' services and salaries of officials of the Recipient's civil service).
12. "Ministry of Finance" or "MINECOFIN" means the Recipient's ministry in charge of finance; or any successor thereto.
13. "MINIFRA" means the Recipient's ministry in charge of infrastructure; or any successor thereto.
14. "Participation Agreements" means the agreements to be entered into between the BRD and/or the RMRC for purposes of providing BRD Mortgage Refinancing under Parts 1.1 and/or RMRC Mortgage Refinancing under Part 1.2.(ii), and referred to in Section I.G of Schedule 2 to this Agreement.
15. "PFI" or "Participating Financial Institution" means an eligible commercial bank to be selected by the BRD and/or the RMRC for participation in the line of credit under Part 1.1 and/or 1.2.(ii) of the Project, on the basis of the criteria and approval procedures set forth in the PIM.
16. "Project Implementation Manual" or "PIM" means the manual to be prepared by the Recipient referred to in Section 1.B of Schedule 2 to this Agreement.
17. "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.
18. "Project Steering Committee" or "PSC" means the committee to be established and referred to in Section I.A of Schedule 2 of this Agreement.
19. "RHA" means the Rwanda Housing Authority, established and operating pursuant to the Recipient's Law 40/2010 of 25/10/2010.
20. "RMRC" means the legal entity to be established and licensed pursuant to the Recipient's Financial Sector Laws for the purposes of providing Mortgage Refinancing under Part 1.2.(ii) of the Project.
21. "RMRC Subsidiary Agreement" means the agreement to be entered into between the Recipient and the RMRC and referred to in Section I.D of Schedule 2 to this Agreement.

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22. "RMRC Subsidiary Financing" means the proceeds of the Financing to be provided to the RMRC for purposes of carrying out Part 1.2 of the Project, in accordance with the RMRC Subsidiary Agreement and the PIM and referred to in Section I.D of Schedule 2 to this Agreement.
23. "RMRC Mortgage Refinancing" means refinancing made or proposed to be made out of the proceeds of the RMRC Subsidiary Financing to refinance eligible mortgage loans, by RMRC to an eligible PFI under Part 1.2.(ii) of the Project, which meets the eligibility criteria set forth in the PIM.
24. "Subordinated Debt" means the proceeds of the Financing to be made available as subordinated debt by the Recipient to the RMRC for purposes of Part 1.2.(i) of the Project, in accordance with the RMRC Subsidiary Agreement.
25. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 41/01 ryo ku wa 13/03/2019 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 12 Ukuboza 2018, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni ijana na makumyabiri n'icyenda n'ibihumbi magana atandatu z'Amayero (129.600.000 EUR) agenewe umushinga wo gutera inkunga imituriye

Kigali, ku wa 13/03/2019.

(sé)

KAGAME Paul
Perezida wa Repubulika

(sé)

Dr. NGIRENTE Edouard
Minisitiri w'Intebe

**Bibonywe kandi bishyizweho Ikirango
cya Repubulika:**

(sé)

BUSINGYE Johnston
Minisitiri w'Ubutabera/Intumwa Nkuru ya
Leta

Seen to be annexed to Presidential Order n°41/01 of 13/03/2019 ratifying the Financing Agreement signed at Kigali, Rwanda on 12 December 2018, between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of one hundred twenty-nine million six hundred thousand Euros (EUR 129,600,000) for housing finance project

Kigali, on 13/03/2019

(sé)

KAGAME Paul
President of the Republic

(sé)

Dr. NGIRENTE Edouard
Prime Minister

Seen and sealed with the Seal of the Republic:

(sé)

BUSINGYE Johnston
Minister of Justice/Attorney General

Vu pour être annexé à l'Arrêté Présidentiel n° 41/01 du 13/03/2019 ratifiant l'Accord de financement signé à Kigali, au Rwanda le 12 décembre 2018, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de cent vingt-neuf millions six cent mille Euros (129.600.000 EUR) pour le projet de financement du logement

Kigali, le 13/03/2019

(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