

## ***Ibirimo/Summary/Sommaire***

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**LAW N° 015/2019 OF 26/07/2019 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF SEVENTEEN MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 17,900,000) AND TO THE CREDIT OF TWENTY FIVE MILLION ONE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 25,100,000) FOR SOCIO-ECONOMIC INCLUSION OF REFUGEES AND HOST COMMUNITIES IN RWANDA PROJECT**

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**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**LAW N° 015/2019 OF 26/07/2019 OF 26/07/2019 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF SEVENTEEN MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 17,900,000) AND TO THE CREDIT OF TWENTY FIVE MILLION ONE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 25,100,000) FOR SOCIO-ECONOMIC INCLUSION OF REFUGEES AND HOST COMMUNITIES IN RWANDA PROJECT**

**We, KAGAME Paul,**  
President of the Republic;

**LOI N° 015/2019 DU 26/07/2019 DU 26/07/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT, SIGNÉ À KIGALI, AU RWANDA LE 16 MAI 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE DIX-SEPT MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (17.900.000 DTS) ET AU CRÉDIT DE VINGT CINQ MILLIONS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (25.100.000 DTS) POUR LE PROJET D'INCLUSION SOCIO-ÉCONOMIQUE DES RÉFUGIÉS ET DES COMMUNAUTÉS D'ACCUEIL AU RWANDA**

**Nous, KAGAME Paul,**  
Président de la République;

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

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

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

**INTEKO ISHINGA AMATEGEKO:**

**THE PARLIAMENT:**

**LE PARLEMENT:**

Umutwe w’Abadepite, mu nama yawo yo ku wa 27 Kamena 2019;

The Chamber of Deputies, in its session of 27 June 2019;

La Chambre des Députés, en sa séance du 27 juin 2019;

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

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

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

Imaze gusuzuma amasezerano y’impano n’inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y’u Rwanda n’Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n’impano ingana na miliyoni cumi na zirindwi n’ibihumbi magana cyenda z’Amadetsi (17.900.000 DTS) n’inguzanyo ingana na miliyoni makumyabiri n’eshanu n’ibihumbi ijana z’Amadetsi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n’imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda;

After consideration of the Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project;

Après examen de l’Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l’Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d’inclusion socio-économique des réfugiés et des communautés d’accueil au Rwanda;

**YEMEJE:**

**ADOPTS:**

**ADOPTÉ:**

**Ingingo ya mbere: Kwemera kwemeza burundu**

Amasezerano y'inguzanyo n'impano yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda z'Amadetsi (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana z'Amadetsi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda, ari ku mugereka, yemerewe kwemezwa burundu.

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

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

**Article one: Approval for ratification**

The Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project, in annex, is approved for ratification.

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

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

**Article premier: Approbation pour ratification**

L'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda, en annexe, est approuvé pour ratification.

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

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

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

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

Kigali, ku wa 26/07/2019

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

Kigali, on 26/07/2019

(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**

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

Kigali, le 26/07/2019

(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'ITEGEKO N° 015/2019  
RYO KU WA 26/07/2019 RYEMERA  
KWEMEZA BURUNDU  
AMASEZERANO Y'IMPANO  
N'INGUZANYO YASHYIRIWEHO  
UMUKONO I KIGALI, MU RWANDA KU  
WA 16 GICURASI 2019, HAGATI YA  
REPUBULIKA Y'U RWANDA  
N'IKIGEGA MPUZAMAHANGA  
GITSURA AMAJYAMBERE (IDA),  
YEREKERANYE N'IMPANO INGANA  
NA MILIYONI CUMI NA ZIRINDWI  
N'IBIHUMBI MAGANA CYENDA  
BY'AMADETESI (17.900.000 DTS)  
N'INGUZANYO INGANA NA MILIYONI  
MAKUMYABIRI N'ESHANU  
N'IBIHUMBI IJANA BY'AMADETESI  
(25.100.000 DTS), AGENEWE  
UMUSHINGA WO GUFASHA IMPUNZI  
N'IMIRYANGO YAZAKIRIYE  
GUHABWA AMAHIRWE ANGANA NO  
KUGIRA URUHARE MU BUKUNGU MU  
RWANDA**

**ANNEX TO THE LAW N° 015/2019 OF  
26/07/2019 APPROVING THE  
RATIFICATION OF THE FINANCING  
AGREEMENT SIGNED IN KIGALI,  
RWANDA ON 16 MAY 2019, BETWEEN  
THE REPUBLIC OF RWANDA AND  
THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE GRANT OF  
SEVENTEEN MILLION NINE  
HUNDRED THOUSAND SPECIAL  
DRAWING RIGHTS (SDR 17,900,000)  
AND TO THE CREDIT OF TWENTY  
FIVE MILLION ONE HUNDRED  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 25,100,000) FOR SOCIO-  
ECONOMIC INCLUSION OF  
REFUGEES AND HOST  
COMMUNITIES IN RWANDA  
PROJECT**

**ANNEXE À LA LOI N° 015/2019 DU  
26/07/2019 APPROUVANT LA  
RATIFICATION DE L'ACCORD DE  
FINANCEMENT, SIGNÉ À KIGALI, AU  
RWANDA LE 16 MAI 2019, ENTRE LA  
RÉPUBLIQUE DU RWANDA ET  
L'ASSOCIATION INTERNATIONALE  
DE DÉVELOPPEMENT (IDA), RELATIF  
AU DON DE DIX-SEPT MILLIONS NEUF  
CENT MILLE DROITS DE TIRAGE  
SPÉCIAUX (17.900.000 DTS) ET AU  
CRÉDIT DE VINGT CINQ MILLIONS  
CENT MILLE DROITS DE TIRAGE  
SPÉCIAUX (25.100.000 DTS) POUR LE  
PROJET D'INCLUSION SOCIO-  
ÉCONOMIQUE DES RÉFUGIÉS ET DES  
COMMUNAUTÉS D'ACCUEIL AU  
RWANDA**

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**CREDIT NUMBER 6404-RW**  
**GRANT NUMBER D456-RW**

# **Financing Agreement**

**(Socio-Economic Inclusion of Refugees and Host Communities in Rwanda Project)**

**between**

**REPUBLIC OF RWANDA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**CREDIT NUMBER 6404-RW**  
**GRANT NUMBER D456-RW**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between the REPUBLIC OF RWANDA (the “Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the “Association”) for the purpose of assisting in financing the project described in Schedule I to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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 grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing the Project:
  - (a) an amount equivalent to seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) (“Grant”); and
  - (b) an amount equivalent to twenty-five million one hundred thousand Special Drawing Rights (SDR 25,100,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 1 and December 1 in each year.

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- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (i) cause Part 1 of the Project to be carried out through Target Districts; (ii) cause Part 2 of the Project to be carried out by BRD; and (iii) carry out Parts 3 and 4 of the Project through MINEMA, in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following:
  - (a) the Recipient no longer has an adequate refugee protection framework; and
  - (b) any action has been taken for the dissolution, disestablishment or suspension of operation (including cancellation of license to operate as a financial institution) of the BRD.
- 4.02. The Additional Events of Acceleration consist of the following, namely the events specified in Section 4.01 of this Agreement occur.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the Association is satisfied that the Recipient has an adequate refugee protection framework; and
  - (b) the Project Implementation Manual ("PIM") has been adopted by the Recipient, BRD and the Target Districts 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.

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**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is the 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:

Tel:	Facsimile:	E-mail:
+250 25 257 7581	+250 25 257 5756	info@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:
248423 (MCI)	1-202-477-6391

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AGREED as of the Signature Date.

**REPUBLIC OF RWANDA**

By



Authorized Representative



Name:

Title:

Date:

Mr. Uzziel Ndagijimana  
Minister of Finance and Economic  
Planning  
May 16, 2019

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By



Authorized Representative



Name:

Title:

Date:

Mr. Hafez M. H. Ghanem  
Vice President, Africa Region  
May 16, 2019

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## SCHEDULE 1

### Project Description

The objective of the Project is to improve access to basic services and economic opportunities for refugees and host communities, and support environmental management, in the Target Areas in Rwanda.

The Project consists of the following parts:

#### **Part 1: Access to basic services and socio-economic investments**

##### *A. Access to basic services*

Support for investments in Target Districts:

- (a) in the education sector that enable integration of refugee children into public schools, harmonize the quality of education across refugee and host community populations and provide refugees and host communities with access to technical and vocational education (TVET) through, *inter alia*, (i) the construction, rehabilitation or upgrading of elementary, secondary and technical and vocational schools; (ii) the provision of facilities and equipment required for such schools; and (iii) the provision of study grants for market-linked TVET jobs skills training;
- (b) in the health sector that enable refugees and host communities to access medical treatment through, *inter alia*: (i) construction, rehabilitation or upgrading of health posts, centers and/or district hospitals; and (ii) purchase of equipment and medical supplies for such health posts, centers and/or district hospitals; and
- (c) that enable water supply through, *inter alia*, construction or rehabilitation of water supply systems for host communities, namely wells, boreholes, pumps, water tanks or other community-based water systems.

##### *B. Socio-economic investments*

Support for investments that promote economic activity in the Target Areas, connect remote refugee and host communities to markets and to strengthen the access of traders and entrepreneurs to refugees and host communities through, *inter alia*: (a) road upgrading or rehabilitation to link refugee populations and host communities to economic opportunities; (b) construction of and/or upgrading of market facilities; (c) installation of lighting for security and extended business hours of market facilities; (d) construction of water and sanitation facilities for market facilities; and (e) construction of child care facilities near market facilities to encourage refugee women's economic participation and minimize the problem of child neglect.

## **Part 2: Economic Opportunity**

Support the expansion of economic opportunities and promote access to finance and private sector investment in the Target Districts, with opportunities open to both refugees and hosting communities, through, *inter alia*:

- (a) the provision of Matching Grants to participating financial institutions to support eligible refugees and/or entrepreneurs and/or cooperatives to be used as collateral for individuals, cooperatives or enterprises for financing viable business plans to cover initial investments or business expansion; and
- (b) capacity building support to BRD, BDAs, financial institutions, and potential entrepreneurs operating in the Recipient's territory to strengthen the financing of the value chain and improve access to finance in the Target Districts.

## **Part 3: Environmental Management**

Support for investments targeting: (i) the rehabilitation of ravines; and (ii) construction of reservoirs to harvest stormwater for productive use in or near the six refugee camps.

## **Part 4: Project Management and Monitoring and Evaluation**

Support for Project management, implementation and supervision at central and district levels, including, *inter alia*, for carrying out: (a) procurement and financial management; (b) monitoring and evaluation; (c) progress reporting; (d) environmental and social safeguards implementation and supervision; and (e) a stakeholder engagement strategy, including through the operationalization of a grievance redress mechanism for the Project and a strategic communications plan that will, *inter alia*, raise awareness of the refugees' right to work in the Recipient's territory.



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## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

###### *MINEMA-SPIU*

1. No later than three (3) months after the Effective Date, the Recipient shall, through MINEMA, maintain, throughout Project implementation, the MINEMA-SPIU within MINEMA, composed of key staff, with qualifications and under terms of reference acceptable to the Association, including a dedicated Team for Project implementation, which shall include one Project manager, one procurement specialist, three financial management specialists, one internal auditor, one communications specialist, one engineer, one livelihoods and business development specialist, one environmental, health and safety safeguards specialist, one social safeguards specialist, one monitoring and evaluation specialist, six district field specialists and any other technical, fiduciary, and safeguard specialists as may have been agreed with the Association, as further detailed in the PIM. The MINEMA-SPIU shall be responsible for the overall coordination of the Project (including in assisting Target Districts in screening and supervising investments under Part 1 of the Project) and day to day implementation of Parts 3 and 4 of the Project, including, *inter alia*, ensuring coordination with key stakeholders and governmental agencies, managing, implementing and supervising the fiduciary and safeguard aspects of Parts 3 and 4 of the Project, and overall Project monitoring and evaluation, as further detailed in the PIM.

###### *Project Steering Committee (PSC)*

2. The Recipient shall establish and, thereafter, maintain, throughout Project implementation, with function, composition and under terms of reference acceptable to the Association, a high-level inter-agency Project Steering Committee (PSC) to provide strategic oversight and guidance to the Project. The PSC shall be chaired by a high-level official of MINEMA and shall include, *inter alia*, high level representatives of MINECOFIN, Target Districts, BRD and any other relevant ministries and agencies, as further detailed in the PIM.

###### *Inter-agency technical team and inter-agency collaboration*

3. The Recipient shall establish and, thereafter, maintain, throughout Project implementation, with functions, composition, qualifications and under terms of reference acceptable to the Association, an inter-agency technical team, as further detailed in the PIM. The inter-agency technical team shall be responsible for

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advising the MINEMA-SPIU and other implementing agencies and ensure that Project investments are consistent with national policies and practices.

4. For the purpose of ensuring sound implementation of Parts 1, 2 and 3 of the Project, the Recipient shall ensure MINEMA and/or Target Districts collaborate with relevant technical agencies of the Recipient, in a manner satisfactory to the Association.

*BRD-SPIU*

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

*Target Districts*

7. The Recipient shall cause the governments of Target Districts to: (a) establish and, thereafter maintain, within the District, a dedicated implementation team, throughout Project implementation, with technical, safeguards, and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the Target District dedicated team has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.
8. The Target Districts shall be responsible for day-to-day management and implementation of Part 1 of the Project, including financial management, procurement, safeguards, supervision, and monitoring and evaluation. In this regard, MINEMA and technical agencies shall assist the Target Districts in the discharge of their obligations, in accordance with their respective mandates.

*Communications Plan on the Right to Work*

9. No later than three (3) months after the Effective Date, the Recipient shall adopt, and, thereafter implement, throughout Project implementation, a communications

plan, in form and substance acceptable to the Association, detailing how to publicize the right to work of refugees in the Recipient's territory.

**B. Project Implementation Manual (PIM)**

1. The Recipient shall carry out, and ensure that the Project is carried out by BRD and the Target Districts, in accordance with the requirements set forth in the PIM. The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (i) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders, in particular the Target Districts, the MINEMA SPIU, the inter-agency technical team and the BRD; (ii) budget and budgetary control; (iii) flow of funds, 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) external audit; (ix) anti-corruption and fraud mitigation measures; (x) environmental and social safeguards aspects, including a detailed description of the GRM process as well as any process for recording and reporting Project-related accidents and incidents; (xi) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the investments under Parts 1 and 3 of the Project; (xii) monitoring and evaluation arrangements, including procedures and reporting formats; 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 or any provision thereof is not assigned, amended, abrogated or waived without 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. BRD Subsidiary Agreement**

1. In order to facilitate the carrying out of Part 2 of the Project, the Recipient shall make the proceeds of the Financing allocated to Categories (2) and (3) ("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, as further defined in the PIM;
  - (b) the obligation of the BRD to use the proceeds of the BRD Subsidiary Financing for technical assistance and purposes of providing Matching-

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Grants to eligible Beneficiaries. For purposes of providing Matching Grants, the BRD shall ensure that participating financial institutions appraise and select Beneficiaries in accordance with the procedures and criteria in the PIM and Matching Grants Manual and enter into agreements, under terms and conditions satisfactory to the Association and as further set out in the Matching Grants Manual and the PIM;

- (c) the obligation of the BRD to carry out Part 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 2 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 Part 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 Part 2 of the Project;
- (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 Part 2 of the Project, including but not limited to any Project-related accident or incident;
- (f) the obligation of the BRD to ensure that Part 2 of the Project is carried out in accordance with the Safeguard Instruments, PIM and the Matching Grants Manual;
- (g) the obligation of the BRD to carry out Part 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 Part 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

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- (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.

**D. Matching Grants under Part 2(a) of the Project**

- 1. In order to facilitate Part 2(a) of the Project, the Recipient shall cause BRD to ensure that participating financial institutions shall make Matching Grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association, as further detailed in the Matching Grants Manual.
- 2. The Recipient shall cause BRD to ensure that the participating financial institutions shall make each Matching Grant under a Matching Grant Agreement between the participating financial institution and the respective Beneficiary on terms and conditions approved by the Association, as further detailed in the Matching Grants Manual, which shall include the following:
  - (a) The Matching Grant shall be in cash;
  - (b) The Recipient shall cause BRD to ensure that the participating financial institution shall obtain rights adequate to protect BRD's interests and those of the Association, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Matching Grant upon the Beneficiary's failure to perform any of its obligations under the Matching Grant Agreement; and (ii) require each Beneficiary to: (A) carry out its sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Matching Grant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the subproject and the achievement of its objectives; (E) (1)

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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 and proportionate to reflect the operations, resources and expenditures related to the subproject; and (2) 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; (F) enable the BRD, Recipient and the Association to inspect the subproject, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

3. The Recipient shall cause BRD to ensure that the participating financial institution shall exercise its rights under each Matching Grant 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 BRD shall ensure that the participating financial institution shall not assign, amend, abrogate or waive any Matching Grant Agreement or any of its provisions.

#### **E. Safeguards**

1. The Recipient shall and shall cause BRD and/or the Target Districts to ensure that the Project is carried out with due regard to appropriate health, safety, social, dam safety and environmental practices and standards, and in accordance with the Safeguards Instruments, and shall ensure or cause to be ensured that no provision of the Safeguard Instruments is amended, suspended, abrogated, repealed or waived without the prior written approval of the Association.
2. The Recipient shall or shall cause BRD and/or Target Districts to ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of the Safeguard Instruments; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
3. The Recipient shall or shall cause BRD and/or the Target Districts to ensure that the following actions are taken in a manner acceptable to the Association:
  - (a) Project activities shall be screened in accordance with the ESMF and RPF to determine if any ESMP, ESIA (Environmental and Social Impact Assessment) or RAP is needed;

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- (b) for each activity under the Project for which the ESMF and the RPF provide for the preparation of an ESIA, and/or an ESMP, and a RAP:
    - (i) proceed to have such ESIA, and/or ESMP and RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF, the RPF and the SEP (Stakeholder Engagement Plan), respectively; (B) consulted upon adequately with people affected by the Project as per the SEP and the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
    - (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, and/or ESMP and RAP in a manner satisfactory to the Association;
  - (c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
    - (i) adequate funds are made available to cover all the costs of implementing the RAPs; and
    - (ii) no works under the Project shall be commenced until: (A) all measures required to be taken under said RAP prior to the initiation of said works shall have been taken, including but not limited Project affected persons being compensated at full replacement cost, resettled and provided with assistance in accordance with the RPF and resettlement action plan(s); (B) the Recipient has prepared and furnished to the Association a report in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP and detailing that the implementation, monitoring and evaluation of such resettlement action plan is completed and reported in a manner satisfactory to the Association; and (C) the Association has confirmed that said works may be commenced.
4. Without limitation to the excluded expenditures provision set forth in the ESMF and/or RPF, the following activities shall not be eligible to be included in or funded under the Project:
- (a) activities involving the use of pesticides;
  - (b) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;

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- (c) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
  - (d) activities involving the financing the rehabilitation or construction of Large Dams;
  - (e) activities involving or located in an international waterway, including underground water;
  - (f) activities involving nuclear reactors and parts thereof and fuel elements (cartridges), non-irradiated, for nuclear reactors; and
  - (g) goods intended for a military or paramilitary purpose.
5. The Recipient shall, and shall cause BRD and the Target Districts to, establish and, thereafter, maintain, throughout Project implementation, and publicize the availability of a grievance and feedback mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
6. The Recipient shall, and shall cause Target Districts and/or BRD to ensure that any construction or rehabilitation of Small Dams shall be reviewed by qualified engineers, acceptable to the Association, and in accordance with the ESMF.
7. The Recipient shall ensure and shall cause BRD, Target Districts and any pertinent Project service providers, at all times throughout the period of Project implementation, to:
- (a) take all measures necessary on its part to collect, compile, and furnish to the Association through Project Reports, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESMF and RPF and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, among other things: (i) the status of implementation of the ESMF/RPF; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESMF/RPF; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;
  - (b) promptly notify the Association of any incident or accident related to or having an impact on the Project, including but not limited to any Project-related allegation of gender-based violence or alleged violation of Project-



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related labor and working conditions, which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESMF/RPF, and the instruments referenced therein.

**F. Target District Implementation Agreements**

1. In order to facilitate the carrying out of Part 1 of the Project, the Recipient, through MINEMA, shall make the proceeds of the Financing allocated to Category (1) ("Target District Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the Target Districts under a subsidiary agreement ("Target District Implementation Agreement") to be entered into between the Recipient and each of the Target Districts, under terms and conditions approved by the Association, which shall include the following:
  - (a) financial terms and conditions of the Target District Subsidiary Financing, as further defined in the PIM;
  - (b) the obligation of the Target Districts to use the proceeds of the Target Districts Subsidiary Financing for purposes of carrying out Part 1 of the Project;
  - (d) the obligation of the Target District to carry out Part 1 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 of the Project;
  - (e) the obligation of the Target Districts to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 1 of the Project, and the performance of its obligations under the Target Districts Implementation Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 2 of the Project;
  - (e) the obligation of the Target Districts to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 1 of the Project, including but not limited to any Project-related accident and incident;
  - (f) the obligation of the Target Districts to carry out Part 1 of the Project in accordance with the PIM and Safeguard Instruments;
  - (g) the obligation of the Target Districts to carry out Part 1 of the Project in compliance with the Anti-Corruption Guidelines;

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- (h) the obligation of the Target Districts to carry out Part 1 of the Project in accordance with the Procurement Regulations;
  - (i) the obligation of the Target Districts 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 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 Target Districts, in case the Target Districts shall have failed to comply with any of its obligations under the Target District Implementation 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 Target District Subsidiary Financing transferred to the Target District pursuant to the Target District Implementation Agreement (as the case may be).
2. The Recipient, through MINEMA, shall exercise its rights under the Target District Implementation 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 Target District Implementation Agreement or any of its provisions.

**Section II. Project Monitoring, Reporting and Evaluation**

The Recipient shall furnish to the Association each Project Report not later than one month 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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<b>Category</b>	<b>Amount of the Credit Allocated (expressed in SDR)</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs for Part 1 of the Project	25,100,000	2,800,000	100% from the Credit until it is fully utilized; and 100% from the Grant thereafter
(2) Matching Grants under Part 2(a) of the Project	0	5,800,000	100%
(3) Goods, non-consulting services, consulting services, Training, and Incremental Operating Costs under Part 2(b) of the Project	0	700,000	100%
(4) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs for Parts 3 and 4 of the Project	0	8,600,000	100%
<b>TOTAL AMOUNT</b>	25,100,000	17,900,000	

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**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;
  - (b) under Category (1), unless and until, the Recipient, through MINEMA, signs Target District Implementation Agreements with each Target District, in form and substance satisfactory to the Association, and in accordance with Section I.F of Schedule 2 to this Agreement; and
  - (c) under Category (2), unless and until: (i) the BRD Subsidiary Agreement is signed with the Recipient, in form and substance satisfactory to the Association, and in accordance with Section I.C of Schedule 2 to this Agreement; (ii) a Matching Grants Manual is adopted by BRD, in form and substance acceptable to the Association; and (iii) a communications plan is adopted by the Recipient, in form and substance acceptable to the Association, detailing how to publicize the right to work of refugees in the Recipient's territory.
2. The Closing Date is October 31, 2024.

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### SCHEDULE 3

#### Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing June 1, 2025 to and including December 1, 2056	1.5625%

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

## APPENDIX

### 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. “BDAs” means Business Development Advisers.
3. “Beneficiary” means an entrepreneur, enterprise and cooperative established in the territory of the Recipient, which satisfies the appropriate eligibility criteria set forth in Matching Grants Manual (as hereinafter defined) and to which the BRD proposes to make a Matching Grant (as such term is hereinafter defined), through a participating financial institution, for purposes of Part 2(a) of the Project.
4. “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.
5. “BRD Subsidiary Agreement” means the agreement to be entered into between the Recipient and BRD and referred to in Section I.C. of Schedule 2 to this Agreement.
6. “BRD Subsidiary Financing” means the proceeds of the Financing to be provided to BRD under Categories (2) and (3) of the Financing for purposes of carrying out Part 2 of the Project, in accordance with the BRD Subsidiary Agreement and the PIM and Matching Grants Manual, and referred to in Section I.C of Schedule 2 to this Agreement.
7. “BRD-SPIU” means the single project implementing entity established within the BRD, and referred to in Section I.A of Schedule 2 to this Agreement.
8. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
9. “District” means an administrative subdivision within the Recipient’s territory.
10. “Environmental and Social Management Framework” or “ESMF” means the Environmental and Social Management Framework, dated March 2019, prepared, adopted and disclosed by the Recipient and by the Association on March 25, 2019, and approved by the Association, describing, *inter alia*, the modalities to be followed in screening Project activities in order to assess and determine the need to prepare an ESIA and/or ESMP, including the measures to be taken to avoid, minimize, reduce, or mitigate adverse environmental and social impacts,

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procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as the same may be amended from time to time with the prior written agreement of the Association.

11. “Environmental and Social Management Plan” or “ESMP” means an Environmental and Social Management Plan, to be prepared, adopted and disclosed by the Recipient, and/or Target Districts, and acceptable to the Association, and giving details of the magnitude of the environmental and social impacts, including procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as well as the specific actions, measures and policies designed to facilitate the achievement of the objective of the ESMF, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions, measures and policies, as the same may be amended from time to time with the prior written agreement of the Association.
12. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018.
13. “GRM” means the Project-level grievance and feedback mechanism, referred to in Section I.E.5 of Schedule 2 to this Agreement.
14. “Incremental Operating Costs” means the reasonable incremental operating expenses, approved by the Association, incurred by the Target Districts, BRD, and MINEMA or its regional offices on account of the Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, public awareness-related media expenditures, travel, supervision costs, and salaries of Project implementation support staff, but excluding the salaries of officials and public servants of the Recipient’s civil service.
15. “Large Dams” means: (i) dams that are 15 meters or more in height; or (ii) dams that are between 10 and 15 meters in height if they present special design complexities (including but not limited location in a zone of high seismicity); or; (iii) dams under 10 meters in height if they are expected to become Large Dams (as hereinafter defined) during their operation.
16. “Matching Grants” means a grant proposed to be made by BRD through a participating financial institution to a Beneficiary, in accordance with the Matching Grants Manual, for the purposes of financing all or a portion of the expenditures incurred by said Beneficiary under Part 2(a) of the Project for goods, services and

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works in connection with an investment approved by the participating financial institution approved and selected by BRD.

17. "Matching Grants Agreement" means an agreement to be concluded between the participating financial institution and a Beneficiary, and referred to in Section I.D of Schedule 2 to this Agreement pursuant to which the BRD shall make a portion of the proceeds allocated under Category 2 available to a participating financial institution for the purpose of providing a Matching Grant to a Beneficiary for carrying out an investment under Part 2(a) of the Project.
18. "Matching Grants Manual" means the manual to be adopted by the BRD for the purposes of setting out the details for awarding Matching Grants to participating financial institutions and Beneficiaries under Part 2(a) of the Project, including but not limited the selection process and eligibility criteria, and referred to in Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
19. "MINECOFIN" means the Recipient's ministry in charge of finance; or any successor thereto acceptable to the Association.
20. "MINEMA" means the Recipient's ministry in charge of emergency management; or any successor thereto acceptable to the Association.
21. "MINEMA-SPIU" means the single project implementation unit established within MINEMA, and referred to in Section I.A. of Schedule 2 to this Agreement.
22. "Project Implementation Manual" or "PIM" means the manual to be adopted by the Recipient, Target Districts and BRD for the purposes of defining the detailed implementation arrangements for the Project, and referred to in Section I.B. of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
23. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
24. "Project Steering Committee" or "PSC" means the Project steering committee to be established in connection to the Project, and referred to in Section I.A of Schedule 2 to this Agreement.
25. "Resettlement Action Plan" or "RAP" means in respect of any activity involving resettlement, a resettlement plan for such activity prepared, adopted, disclosed and implemented by the Recipient and/or Target Districts, and acceptable to the Association, such resettlement plan to include a program of actions, measures and policies for compensation and resettlement of Project-related affected Persons, and



setting forth the magnitude of displacement, proposed compensation at full replacement cost and other entitlements, the resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements designed to ensure proper implementation of, and regular feedback on, compliance with such RAP, as the same may be amended from time to time with the prior written agreement of the Association.

26. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework, dated March 2019, prepared, adopted, and disclosed by the Recipient and BRD and the Target Districts and by the Association on March 25, 2019, and approved by the Association, setting forth the modalities for resettlement and compensation of Affected Persons under the Project, as the same may be amended from time to time with the prior written agreement of the Association.
27. “Safeguard Instruments” means the environmental and safeguards instruments that have been prepared, adopted and disclosed by the Recipient in connection with the Project, and which includes the ESMF, the RPF, the SEP and the related ESMPs, ESIA and RAPs for the Project.
28. “Small Dams” means dams (including without limitation farm ponds, local silt retention dams and low embankment tanks) that are less than 15 meters in height.
29. “Stakeholder Engagement Plan” means the plan, to be prepared and adopted by the Recipient, Target Districts and BRD, setting out the details for the meaningful engagement with refugee and host communities, and other relevant stakeholders, as the same may be amended from time to time with the prior written agreement of the Association.
30. “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.
31. “Target Areas” or “Target Districts” means the following six Recipient’s Districts: Gicumbi (Northern Province), Gatsibo (Eastern Province), Kirehe (Eastern Province), Nyamagabe (Southern Province), Gisagara (Southern Province), and Karongi (Western Province).
32. “Target District Implementation Agreement” means the agreement to be entered into between each Target District and the Recipient, through MINEMA, and referred to in Section I.F. of Schedule 2 to this Agreement.
33. “Target District Subsidiary Financing” means the proceeds of the Financing to be provided to Target Districts under Category (1) of the Financing for purposes of carrying out Part 1 of the Project, in accordance with the Target District

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Implementation Agreement and the PIM and referred to in Section I.F of Schedule 2 to this Agreement.

34. "Training" means the reasonable cost of training under the Project, as approved by the Association, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

**Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 015/2019 ryo ku wa 26/07/2019 ryemera kwemeza burundu Amasezerano y'impano n'inguzanyo yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda by'Amadetsi (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana by'Amadetsi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda**

**Seen to be annexed to the Law n° 015/2019 of 26/07/2019 approving the ratification of the Financing Agreement signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project**

**Vu pour être annexé à la Loi n° 015/2019 du 26/07/2019 approuvant la ratification de l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda**

Kigali, ku wa 26/07/2019

(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

Kigali, on 26/07/2019

(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

Kigali, le 26/07/2019

(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

**ITEGEKO N° 016/2019 RYO KU WA 26/07/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 16 GICURASI 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE NK'INZEGO ZIYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BA GAHUNDA YA 4 YO KUVUGURURA URWEGO RW'UBUHINZI MU RWEGO RWA GAHUNDA ISHINGIYE KU MUSARURO - ICYICIRO CYA 2, YEREKERANYE N'IMPANO INGANA NA MILIYONI CUMI NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (17.000.000 USD) AGENEWE GAHUNDA YA 4 YO KUVUGURURA URWEGO RW'UBUHINZI - ICYICIRO CYA 2**

### **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

**LAW N° 016/2019 OF 26/07/2019 APPROVING RATIFICATION OF THE GRANT AGREEMENT, SIGNED AT KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION ACTING AS ADMINISTRATOR OF THE TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM 4 PROGRAM-FOR-RESULTS PHASE 2 MULTI-DONOR TRUST FUND, RELATING TO THE GRANT OF SEVENTEEN MILLION AMERICAN DOLLARS (USD 17,000,000) FOR TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM 4 - PHASE 2**

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**ITEGEKO N° 016/2019 RYO KU WA 26/07/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 16 GICURASI 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE NK'INZEGO ZIYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BA GAHUNDA YA 4 YO KUVUGURURA URWEGO RW'UBUHINZI MU RWEGO RWA GAHUNDA ISHINGIYE KU MUSARURO - ICYICIRO CYA 2, YEREKERANYE N'IMPANO INGANA NA MILIYONI CUMI NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (17.000.000 USD) AGENEWE GAHUNDA YA 4 YO KUVUGURURA URWEGO RW'UBUHINZI - ICYICIRO CYA 2**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**LAW N° 016/2019 OF 26/07/2019 APPROVING RATIFICATION OF THE GRANT AGREEMENT, SIGNED AT KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION ACTING AS ADMINISTRATOR OF THE TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM 4 PROGRAM-FOR-RESULTS PHASE 2 MULTI-DONOR TRUST FUND, RELATING TO THE GRANT OF SEVENTEEN MILLION AMERICAN DOLLARS (USD 17,000,000) FOR TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM 4 - PHASE 2**

**We, KAGAME Paul,**  
President of the Republic;

**LOI N° 016/2019 DU 26/07/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE DON, SIGNÉ À KIGALI, AU RWANDA LE 16 MAI 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT AGISSANT EN QUALITÉ D'ADMINISTRATEUR DU FONDS FIDUCIAIRE MULTI-DONATEUR DU QUATRIÈME PROGRAMME DE TRANSFORMATION DU SECTEUR AGRICOLE - PHASE 2 DU PROGRAMME POUR LES RÉSULTATS RELATIF AU DON DE DIX-SEPT MILLIONS DE DOLLARS AMÉRICAINS (17.000.000 USD) POUR LE QUATRIÈME PROGRAMME DE TRANSFORMATION DU SECTEUR AGRICOLE - PHASE 2**

**Nous, KAGAME Paul,**  
Président de la République;

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

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

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

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w’Abadepite, mu nama yawo yo ku wa 27 Kamena 2019;

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

Imaze gusuzuma Amasezerano y’impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y’u Rwanda na Banki Mpuzamahanga y’Iterambere n’Ikigega Mpuzamahanga gitsura Amajyambere nk’inzego ziyobora Ikigega gihuriweho n’abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw’ubuhinzi mu rwego rwa gahunda ishingiyeye ku musaruro - icyiciro cya 2, yerekeranye n’impano ingana na miliyoni cumi na zirindwi z’Amadolari y’Abanyamerika (17.000.000

**THE PARLIAMENT:**

The Chamber of Deputies, in its session of 27 June 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 Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development and the International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 - phase 2;

**LE PARLEMENT:**

La Chambre des Députés, en sa séance du 27 juin 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 don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l’Association Internationale de Développement agissant en qualité d’administrateur du Fonds fiduciaire multi-donneurs du quatrième programme de transformation du secteur agricole - phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième

USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi - icyiciro cya 2;

programme de transformation du secteur agricole - phase 2;

**YEMEJE:**

**ADOPTS:**

**ADOpte:**

**Ingingo ya mbere: Kwemera kwemeza burundu**

**Article one: Approval for ratification**

**Article premier: Approbation pour ratification**

Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere n'Ikigega Mpuzamahanga gitsura Amajyambere nk'inzego ziyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiyeye ku musaruro - icyiciro cya 2, yerekeranye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi - icyiciro cya 2, ari ku mugereka, yemerewe kwemezwa burundu.

The Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development and the International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 - phase 2, in annex, is approved for ratification.

L'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement et l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multi-donneurs du quatrième programme de transformation du secteur agricole - phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole - phase 2, 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 ritangirira gukurikizwa**

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

Kigali, ku wa 26/07/2019

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

Kigali, on 26/07/2019

(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**

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

Kigali, le 26/07/2019

(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'ITEGEKO N° 016/2019  
RYO KU WA 26/07/2019 RYEMERA  
KWEMEZA BURUNDU  
AMASEZERANO Y'IMPANO  
YASHYIRIWEHO UMUKONO I KIGALI,  
MU RWANDA KU WA 16 GICURASI  
2019, HAGATI YA REPUBULIKA Y'U  
RWANDA NA BANKI  
MPUZAMAHANGA Y'ITERAMBERE/  
IKIGEGA MPUZAMAHANGA GITSURA  
AMAJYAMBERE NK'URWEGO  
RUYOBORA IKIGEGA GIHURIWEHO  
N'ABATERANKUNGA BA GAHUNDA  
YA 4 YO KUVUGURURA URWEGO  
RW'UBUHINZI MU RWEGO RWA  
GAHUNDA ISHINGIYE KU MUSARURO  
ICYICIRO CYA 2, YEREKERANYE  
N'IMPANO INGANA NA MILIYONI  
CUMI NA ZIRINDWI Z'AMADOLARI  
Y'ABANYAMERIKA (17.000.000 USD)  
AGENEWE GAHUNDA YA 4 YO  
KUVUGURURA URWEGO  
RW'UBUHINZI ICYICIRO CYA 2

ANNEX TO THE LAW N° 016/2019 OF  
26/07/2019 APPROVING  
RATIFICATION OF THE GRANT  
AGREEMENT, SIGNED AT KIGALI,  
RWANDA ON 16 MAY 2019, BETWEEN  
THE REPUBLIC OF RWANDA AND  
THE INTERNATIONAL BANK FOR  
RECONSTRUCTION AND  
DEVELOPMENT/INTERNATIONAL  
DEVELOPMENT ASSOCIATION  
ACTING AS ADMINISTRATOR OF  
THE TRANSFORMATION OF  
AGRICULTURE SECTOR PROGRAM 4  
PROGRAM-FOR-RESULTS PHASE 2  
MULTI-DONOR TRUST FUND,  
RELATING TO THE GRANT OF  
SEVENTEEN MILLION AMERICAN  
DOLLARS (USD 17,000,000) FOR  
TRANSFORMATION OF  
AGRICULTURE SECTOR PROGRAM 4  
PHASE 2

ANNEXE À LA LOI N° 016/2019 DU  
26/07/2019 APPROUVANT LA  
RATIFICATION DE L'ACCORD DE  
DON, SIGNÉ A KIGALI, AU RWANDA  
LE 16 MAI 2019, ENTRE LA  
RÉPUBLIQUE DU RWANDA ET LA  
BANQUE INTERNATIONALE POUR LA  
RECONSTRUCTION ET LE  
DÉVELOPPEMENT/L'ASSOCIATION  
INTERNATIONALE DE  
DÉVELOPPEMENT AGISSANT EN  
QUALITÉ D'ADMINISTRATEUR DU  
FONDS FIDUCIAIRE MULTI-  
DONATEUR  
DU QUATRIÈME PROGRAMME DE  
TRANSFORMATION DU SECTEUR  
AGRICOLE PHASE 2 DU PROGRAMME  
POUR LES RÉSULTATS RELATIF AU  
DON DE DIX-SEPT MILLIONS DE  
DOLLARS AMÉRICAINS (17.000.000  
USD) POUR LE QUATRIÈME  
PROGRAMME DE TRANSFORMATION  
DU SECTEUR AGRICOLE PHASE 2

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GRANT NUMBER TF0B0153

***Transformation of Agriculture Sector  
Program 4 Program-for-Results Phase 2  
Multi-Donor Trust Fund***

**Grant Agreement**

(Transformation of Agriculture Sector Program 4 Phase 2)

between

**REPUBLIC OF RWANDA**

and

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION  
acting as administrator of the Transformation of Agriculture Sector Program 4  
Program-for-Results Phase 2 Multi-Donor Trust Fund**

Dated May 16, 2019

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**GRANT NUMBER TF0B0153**

**GRANT AGREEMENT**

AGREEMENT dated \_\_\_\_\_, 2019, entered into between: REPUBLIC OF RWANDA (“Recipient”); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION (“World Bank”), acting as administrator of the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, for the purpose of providing additional financing to the Program activities related to the Financing Agreement.

**WHEREAS:**

(A) The World Bank and the Recipient have entered into a Financing Agreement with the Signature Date of May 31, 2018, (Credit Number 6256-RW) pursuant to which the World Bank agreed to provide a credit in an amount equivalent to SDR 69,600,000 to the Recipient to assist in the financing of the Program described in Schedule 1 to this Agreement (“Program”) being implemented by the Recipient.

(B) The Republic of Rwanda has requested additional financing from the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund (“MDTF”) to assist in the financing of the Program.

(C) Multiple development partners (“DPs”), including the United Kingdom’s Department for International Development, the Kingdom of the Netherlands, and Enabel have expressed interest in supporting the Program and in contributing, through the MDTF, an aggregate amount estimated at US\$71,000,000 to the Recipient to assist in the financing of the Program.

The Recipient and the World Bank hereby agree as follows:

**Article I**  
**Standard Conditions; Definitions**

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

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**Article II  
The Program**

- 2.01. The Recipient declares its commitment to the objectives of the program described in Schedule 1 to this Agreement ("Program"). To this end, the Recipient shall:
- (a) carry out Part 1 of the Program through MINAGRI;
  - (b) cause Parts 2 and 3 of the Program to be carried out by NAEB; and
  - (c) cause Parts 2, 3 and 4 of the Program to be carried out by RAB;
- all in accordance with the provisions of Article II of the Standard Conditions and the Program Agreements.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Program is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III  
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed seventeen million United States Dollars (USD 17,000,000.00) ("Grant") to assist in financing the Program.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV  
Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

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- (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by any of the Program Implementing Entities of its obligations under its Program Agreement.
- (b) Any of the Program Implementing Entities has failed to perform any obligation under its Program Agreement.
- (c) IBRD or IDA has declared any of the Program Implementing Entities ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project or program financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that any of the Program Implementing Entities has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that any of the Program Implementing Entities is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project or program financed in whole or in part by such financier as a result of a determination by such financier that any of the Program Implementing Entities has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.
- (d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that any of the Program Implementing Entities will be able to perform its obligations under its Program Agreement.
- (e) any of the Program Implementing Entities' Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the applicable Program Implementing Entity to perform any of its obligations under its Program Agreement; and
- (f) the Program has been modified or suspended so as to affect materially and adversely the ability of the Recipient to achieve the objective of the Program.

**Article V**  
**Effectiveness; Termination**

- 5.01 This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.

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- (a) The execution and delivery of this Agreement on behalf of the Recipient and the Program Agreements on behalf of the Program Implementing Entities have been duly authorized or ratified by all necessary governmental and corporate action.
  - (b) The Subsidiary Agreements referred to in Sections I.B and I.C of Schedule 2 to this Agreement have been executed on behalf of the Recipient and the Program Implementing Entities.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;
  - (b) on behalf of the Program Implementing Entities, that the Program Agreements have been duly authorized or ratified by, and executed and delivered on their behalf and are legally binding in accordance with their terms; and
  - (c) the Subsidiary Agreements referred to in Section I.B and I.C of Schedule 2 to this Agreement have been duly authorized or ratified by the Recipient and the Program Implementing Entities and are legally binding upon each such party in accordance with their terms.
- 5.03 Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

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

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:
- Ministry of Finance and Economic Planning  
P. O. Box 158

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Kigali  
Rwanda

Facsimile:  
250-25257-75-81

E-mail:  
mfin@minecofin.gov.rw

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

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

Telex:

Facsimile:

248423 (MCI) or  
64145 (MCI)

1-202-477-6391



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

**REPUBLIC OF RWANDA**

By



[Signature]  
Authorized Representative

Name:

Uzziel Ndagijimana

Title:

Minister of Finance and  
Economic Planning

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION  
acting as administrator of the Transformation of Agriculture  
Sector Program 4 Program-for-Results Phase 2 Multi-Donor  
Trust Fund**

By



[Signature]  
Authorized Representative

Name:

Mr. Hagez M.H. Ghanem

Title:

Vice President, Africa Region  
World Bank

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## **SCHEDULE 1**

### **Program Description**

The objective of the Program is to promote the commercialization of agricultural value chains in Rwanda.

The Program consists of the following activities:

#### **Part 1. Policy and Organizational Reform**

Improving the structure and capacity of MINAGRI to strengthen agricultural sector analysis, associated policy reforms and to design financing mechanisms and business models to attract private sector investment in the agricultural sector, including through, *inter alia*: (i) organizational review of MINAGRI; (ii) organizational development plan for MINAGRI; (iii) the development of a private sector leveraging strategy for the agricultural sector that sets out selection criteria, including on environmental and social management criteria, to screen potential private investments; and (iv) the design and operationalization of agricultural platforms.

#### **Part 2. Enabling Agricultural Commercialization**

Enhancing the quality of public investments in essential value chains services to leverage commercial agriculture including through, *inter alia*: (i) design and implementation of national public-private dialogues; and (ii) new investments in sustainable irrigation and terracing.

#### **Part 3. Delivery of Improved Agricultural Value Chain Services**

Fostering competitive agricultural value chain services including through, *inter alia*: (i) increasing the use of private sector service delivery, such as, for example, out-grower services and productive partnerships; and (ii) expanding access to information and financial services.

#### **Part 4. Efficiency in Public Expenditures**

Supporting MINAGRI, NAEB and RAB in improving efficiency in public expenditure, including, *inter alia*, improved budget execution and audits.

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## SCHEDULE 2

### Program Execution

#### Section I. Implementation Arrangements

##### A. Program Fiduciary, Environmental and Social Systems

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

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

##### B. RAB Subsidiary Agreement

- (a) To facilitate the carrying out of the RAB's Respective Parts 2, 3 and 4 of the Program, the Recipient shall make part of the proceeds of the Grant available to the RAB under a subsidiary agreement between the Recipient and the RAB, under terms and conditions approved by the World Bank, which shall include, *inter alia*, providing part of the proceeds of the Grant on a grant basis ("RAB Subsidiary Agreement").
- (b) The Recipient shall exercise its rights under the RAB Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant.
- (c) Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the RAB Subsidiary Agreement or any of its provisions.

##### C. NAEB Subsidiary Agreement

1. To facilitate the carrying out of the NAEB's Respective Parts 2 and 3 of the Program, the Recipient shall make part of the proceeds of the Grant available to NAEB under a subsidiary agreement between the Recipient and NAEB, under terms and conditions approved by the World Bank, which shall include, *inter alia*,

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providing part of proceeds of the Grant on a grant basis ("NAEB Subsidiary Agreement").

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

**D. Additional Program Implementation Arrangements**

1. Program Institutions

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

2. Program Operational Manual (POM)

- (a) Within three (3) months from the date on which this Agreement is declared effective, the Recipient shall update the POM in accordance with terms of reference acceptable to the World Bank and adopt the updated POM.
- (b) Without limitation on the generality of Part A of this Section I, the Recipient shall carry out the Program or cause the Program to be carried out, in accordance with the POM containing detailed institutional, administrative, financial, environmental and social, technical and operational guidelines and procedures for the implementation of the Program, including a description of the PSTA4 and the roles and responsibilities of each of the Program Implementing Entities, and thereafter, carry out the Program and cause the Program Implementing Entities to carry out the Program, in accordance with such operational manual, as shall have been approved by the World Bank ("Program Operational Manual").
- (c) The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the Program

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Operational Manual, without the prior written agreement of the World Bank.

- (d) Notwithstanding the foregoing, if any provision of said Program Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Program Action Plan

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

**E. Anti-Corruption**

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

**Section II. Excluded Activities**

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

- A. in the opinion of the World Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost US\$75 million equivalent or more per contract; (2) goods, estimated to cost US\$50 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$50 million equivalent or more per contract; (4) consulting services, estimated to cost US\$20 million equivalent or more per contract; or (5) information technology system estimated to cost US\$50 million equivalent or more per contract.

**Section III. Program Monitoring, Reporting and Evaluation; Audits**

**A. Program Reports**

The Recipient shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 2.06 of the Standard Conditions. Each Program Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

**B. Verification of Program Results**

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

- (a) vest in the Office of the Auditor General the responsibility of undertaking the verification of compliance of the DLIs/DLRs, which are set forth in the table in Section IV.A.2 of this Schedule; and
- (b) cause the Office of the Auditor General ("OAG") to, not later than thirty (30) days after the verification of compliance of said DLIs/DLRs has been completed, prepare and furnish to the Recipient and the World Bank, a report on the results of said verification of compliance process of such scope and in such detail as the World Bank shall reasonably request.

**C. Program Financial Audits**

Without limitation on the generality of Section I.A of this Schedule 2 and Section 2.07 of the Standard Conditions, the Recipient shall have its Financial Statements for the Program audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient commencing with the fiscal year in which the first withdrawal was made. The audited Financial Statements for such period shall be furnished to the World Bank not later than ten (10) months after the end of such period.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

- 1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of Article III of the Standard Conditions, this Section, and such

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additional instructions as the World Bank may specify from time to time by notice to the Recipient to finance the results ("Disbursement Linked Results" or "DLRs") achieved by the Recipient and or the Program Implementing Entities, as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"); all as set forth in the table in paragraph 2 of this Part A.

2. The following table specifies each category of withdrawal of the proceeds of the Grant (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Grant to each Category:

<b>Category (including Disbursement Linked Indicator as applicable)</b>	<b>Disbursement Linked Result (as applicable)</b>	<b>Amount of the Grant Allocated (expressed in USD)</b>	<b>Disbursement Calculation Formula</b>
(1) DLI #1: Organizational development plan successfully prepared and implementation on track	DLR # 1.1: Organizational review, including capacity needs assessment of MINAGRI completed and new functional structures in place	4,163,265	DLR # 1.1: 4,163,265
	DLR # 1.2: Organizational development plan for MINAGRI prepared and approved		DLR # 1.2: 0
	DLR # 1.3: Upgrade of human resources management function completed		DLR # 1.3: 0

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(2) DLI #2: Improved analytical and policy reform competencies demonstrated	<p>DLR # 2.1: Private sector leveraging strategy with implementation plan published</p> <p>DLR # 2.2: Annual Report by MINAGRI on public-private investment in agriculture published</p> <p>DLR # 2.3: Agricultural input subsidy schemes reviewed, alternative models for increasing efficiency assessed, reforms agreed and implemented</p>	4,163,265	<p>DLR # 2.1: 4,163,265</p> <p>DLR # 2.2: 0</p> <p>DLR # 2.3: 0</p>
(3) DLI #3: Digital information platforms designed and operational	<p>DLR # 3.1: A common data warehouse platform is designed and ready for use, whereby existing data in MIS and ALIS I are fully interfaced (at least down to the level of all districts)</p> <p>DLR # 3.2: The Farmer registration application and ALIS II are fully interfaced with MIS and ALIS I in</p>	2,602,041	<p>DLR # 3.1: 2,602,041</p> <p>DLR # 3.2: 0</p>



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	<p>the common data warehouse platform. Both, farmer registration and ALIS II, will hold data covering all districts</p> <p>DLR#3.3: The Livestock registration application (holding cow data with national coverage) will be interfaced with MIS, ALIS I and ALIS II, farmer registration application in common data warehouse platform</p> <p>DLR# 3.4: Sector performance dash board is in place and publicly accessible online, whereby it provides reports on national agricultural macro indicators, national indicator of food Security and PSTA4 results indicators</p>		<p>DLR# 3.3: 0</p> <p>DLR # 3.4: 0</p>
(4) DLI #4: Mechanism to strengthen agriculture public-private dialogues (Ag.	DLR# 4.1: Two mechanisms designed, piloted, and budgeted: (1) national agriculture public-private	2,602,041	DLR# 4.1: 2,602,041

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PPD) and agriculture value chain platforms designed and implemented	<p>dialogues on themes with strategic relevance</p> <p>(2) commodity value chain platforms</p> <p>DLR# 4.2: Two national agriculture public-private dialogues held and at least 3 agriculture value chain platforms established with operating plans</p> <p>DLR# 4.3: Additional 2 agriculture public-private dialogues held</p> <p>DLR# 4.4: Agriculture value chain platforms are fully functional and yielded evidence of satisfactory results (as per monitoring and evaluation of operating plan)</p>		<p>DLR# 4.2: 0</p> <p>DLR# 4.3: 0</p> <p>DLR# 4.4: 0</p>
(5) DLI #5: New irrigation area identified, developed and/or managed where commercial viability has been a determining appraisal criterion	DLI #5.1: Number of Ha. identified, developed and put under recognized PPP increased to 2,940 Ha.	0	DLR #5.1: 0 for which an amount of 0 is allocated for each additional Ha. of land identified, developed and put under recognized PPP

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(baseline is 0 Ha.)			
(6) DLI #6: New terracing area identified, developed and/or managed where commercial viability has been a determining appraisal criterion (baseline is 0 Ha.)	DLR #6.1: Number of Ha. identified, developed and put under recognized PPP increased to 3,055 Ha.	0	DLR #6.1: 0 for which an amount of 0 is allocated for each additional Ha. of land identified, developed and put under recognized PPP
(7) DLI #7: Volume of private sector investment (in US\$) matching public financing in PPP infrastructure project (baseline is \$0)	DLR #7: Volume of private sector investment (in US\$) matching public financing in PPP infrastructure projects has increased to \$11,150,000	0	DLR #7: 0 for which an amount of 0 is allocated for each additional \$1,000,000
(8) DLI #8: Private sector extension service models designed, launched and achieving positive response (baseline is 0 households reached non-outgrower scheme and 0 new farm households outgrower schemes)	DLR #8.1: The number of farm households reached by private advisory services (non-outgrower scheme) has increased to 14,000  DLR #8.2: The number of new farm household participating in outgrower schemes has increased to 10,000	0	DLR #8.1: 0 for which an amount of 0 is allocated for each additional farm household reached  DLR #8.2: 0 for which an amount of 0 is allocated for each additional farm household reached
(9) DLI #9: Reform of RAB	DLR #9.1: Implementation plan for RAB	3,469,388	DLR #9.1: 3,469,388

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	restructuring order prepared and approved by its Board		
	DLR#9.2: +/-3% Deviation between budget and outturn expenditure 2019/20		DLR #9.2: 0
	DLR#9.3: Unqualified audit opinion on the financial statement of RAB		DLR #9.3: 0
TOTAL AMOUNT		17,000,000.00	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for purposes of Section 3.04 of the Standard Conditions (renumbered as such pursuant to paragraph 5 of Section II of the Appendix to this Agreement and relating to Program Expenditures), for DLRs achieved prior to the date of this Agreement.
  - (b) for any DLR, until and unless the Recipient has furnished evidence satisfactory to the World Bank that said DLR has been achieved, including verification reports from the OAG, as the case may be, in accordance with procedures and arrangements and verification protocols satisfactory to the World Bank; or
  - (c) for any DLR under Category (5), (6), (7) or (8), until and unless the Recipient has furnished evidence satisfactory to the World Bank that: (i) a private sector leveraging strategy, including a detailed environmental and social screening checklist for private sector or PPP investments, has been adopted by the Recipient, in form and substance satisfactory to the World Bank; and (ii) the necessary prior environmental and social permit and licenses for any Program investments have been obtained, in form and substance satisfactory to the World Bank.

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2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw: (i) an amount not to exceed 25% of the Grant as an advance; provided, however, that if the DLRs in the opinion of the World Bank, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by the World Bank in accordance with the provisions of paragraph (3) of this Part B) to the World Bank promptly upon notice thereof by the World Bank. Except as otherwise agreed with the Recipient, the World Bank shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the World Bank shall specify by notice to the Recipient.
3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs have not been achieved by the date by which said DLR is set to be achieved, the World Bank may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Grant then allocated to said Category which, in the opinion of the World Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the Disbursement Calculation Formula set out in column 4 of the table above; (b) reallocate all or a portion of the proceeds of the Grant then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Grant then allocated to said DLR.
4. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2021.
5. Notwithstanding the foregoing provisions of this Section IV, if at any time after the Closing Date the Recipient has failed to provide evidence satisfactory to the World Bank that the amount of the Grant withdrawn from the Grant Account does not exceed the total amount of Program Expenditures, the Recipient shall, promptly upon notice from the World Bank, refund to the World Bank such excess amount of the Grant withdrawn from the Grant Account. The World Bank shall cancel the refunded amount of the Grant withdrawn from the Grant Account.

## APPENDIX

### Section I. Definitions

1. “Agriculture Land Information System I” or “ALIS I” means the geo-spatial and static information system that maps public parcels for agriculture.
2. “ALIS II” means the geo-spatial and static information system that maps public parcels for agriculture that also incorporates weather data.
3. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing”, dated February 1, 2012, and revised July 10, 2015.
4. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
5. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
6. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Grant allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
7. “Financing Agreement” means the agreement for Transformation of Agriculture Sector Program 4 Phase 2, between the Republic of Rwanda and the International Development Association, dated May 31, 2018 (Credit Number 6256-RW).
8. “Fiscal Year” or “FY” means the financial year of the Recipient commencing July 1 of every calendar year and ending June 30 of the subsequent year.
9. “Ha.” means an area of land equivalent to 10,000 sq. meters.
10. “MINAGRI” means the Recipient’s ministry in charge of agriculture; or any successor thereto acceptable to the World Bank.
11. “MIS” means the Management Information System of MINAGRI.
12. “NAEB” means the National Agricultural Exports Development Board, the Recipient’s agency established and operating under the NAEB Legislation.

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13. "NAEB Legislation" means the Recipient's Law No 39/2010 of 25/11/2010.
14. "NAEB Subsidiary Agreement" means the agreement referred to in Section I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to NAEB.
15. "Office of the Auditor General" or "OAG" means the Recipient's Office of the Auditor General, or any successor agency thereto satisfactory to the World Bank.
16. "PPP" means public-private partnership.
17. "Program Action Plan" means the Recipient's plan dated April 30, 2018 and referred to in Section I.C.3. of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the World Bank.
18. "Program Fiduciary and Environmental and Social Systems" means the Recipient's and Program Implementing Entities' systems for the Program referred to in Section I.A of Schedule 2 to this Agreement.
19. "Program Implementing Entities" means NAEB and RAB.
20. "Program Implementing Entities' Legislation" means the NAEB Legislation and RAB Legislation.
21. "Program Operational Manual" and "POM" means the manual adopted by the Recipient, for the implementation of the Program, in form and substance satisfactory to the World Bank, pursuant to Section I.D.2. of Schedule 2 to this Agreement, as the same may be updated from time to time with the prior written agreement of the World Bank.
22. "PSTA4" means the Recipient's Strategic Plan for Agricultural Transformation.
23. "RAB" means the Rwanda Agriculture and Animal Resources Development Board, a legally independent entity established and operating pursuant to the RAB Legislation.
24. "RAB Legislation" means Recipient's Law No. 38/2010 of 25/11/2010.
25. "RAB Subsidiary Agreement" means the agreement referred to in Section I.B. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to RAB.
26. "Selected Public Agricultural Institutions" means MINAGRI, NAEB and RAB.

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27. "Standard Conditions" means the "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15, 2012, with the modifications set forth in Section II of this Appendix.
28. "Subsidiary Agreements" means the agreements referred to in Section I.B. and I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to NAEB and RAB.

**Section II. Modifications to the Standard Conditions**

The Standard Conditions are modified as follows:

1. Wherever used throughout the Standard Conditions, the term "the Project" is modified to read "the Program", the term "Project Report" is modified to read "Program Report", and the term "Eligible Expenditure" is modified to read "Program Expenditure".
2. Section 3.03, *Special Commitment by the World Bank*, is deleted in its entirety, and the subsequent Sections in Article III are renumbered accordingly.
3. In Section 3.03 (originally numbered as Section 3.04), the phrase "or to request the World Bank to enter into a Special Commitment" is deleted.
4. The section originally numbered as Section 3.05, *Designated Accounts*, is deleted in its entirety, and the subsequent Sections in Article III are renumbered accordingly.
5. Paragraph (a) of Section 3.04 (originally numbered as Section 3.06), *Eligible Expenditures* (renamed "Program Expenditures" in accordance with paragraph 1 of this Section II), is modified to read: "(a) the payment is for the reasonable cost of expenditures required for the Program and to be financed out of the proceeds of the Grant in accordance with the provisions of the Grant Agreement;"
6. Paragraph (a) of Section 3.05 (originally numbered as Section 3.07), *Financing Taxes*, is modified to read: "(a) The Grant Agreement may specify that the proceeds of the Grant may not be withdrawn to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Program Expenditures, or on their importation, manufacture, procurement or supply. In such case, if the amount of any such Taxes decreases or increases, the World Bank may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such limitation on withdrawals."
7. The last sentence of Section 3.05 (originally numbered as Section 3.07), *Financing Taxes*, is modified to read: "To that end, if the World Bank at any time determines



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that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the World Bank may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such policy of the World Bank.”.

8. Section 3.06 (originally numbered as Section 3.08), *Reallocation*, is modified to read: “Notwithstanding any allocation of an amount of the Grant to a withdrawal category under the Grant Agreement, the World Bank may, by notice to the Recipient, reallocate any other amount of the Grant to such category if the World Bank reasonably determines at any time that such reallocation is appropriate for the purposes of the Program.”
9. Section 4.01, *Cancellation by the Recipient*, is modified to read: “The Recipient may, by notice to the World Bank, cancel any unwithdrawn amount of the Grant.”
10. Paragraph (d) of Section 4.03, *Cancellation by the World Bank*, entitled “Misprocurement”, is deleted, and subsequent paragraph (e) is re-lettered accordingly.
11. Section 4.04, *Amounts Subject to Special Commitment Unaffected*, is deleted in its entirety, and subsequent Sections in Article IV and references to such Sections are renumbered accordingly.
12. In the **Appendix, Definitions**, all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term “Special Commitment” set forth in paragraph 22 is deleted in its entirety, and all subsequent paragraphs are renumbered accordingly.

**Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 016/2019 ryo ku wa 26/07/2019 ryemera kwemeza burundu amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiyeye ku musaruro icyiciro cya 2, yerekeranye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2**

**Seen to be annexed to the Law n° 016/2019 of 26/07/2019 approving ratification of the grant agreement, signed at Kigali, Rwanda on 16 may 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/ International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 Phase 2**

**Vu pour être annexé à la Loi n° 016/2019 du 26/07/2019 approuvant la ratification de l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/ l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multi-donateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2**

Kigali, ku wa 26/07/2019

(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

Kigali, on 26/07/2019

(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

Kigali, le 26/07/2019

(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

**ITEGEKO N° 22/2019 RYO KU WA  
29/07/2019 RIGENGA UMUJYI WA  
KIGALI**

**LAW N° 22/2019 OF 29/07/2019  
GOVERNING THE CITY OF KIGALI**

**LOI N° 22/2019 DU 29/07/2019  
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**ISHAKIRO**

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**ITEGEKO N° 22/2019 RYO KU WA  
29/07/2019 RIGENGA UMUYI WA  
KIGALI**

**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

**INTEKO ISHINGA AMATEGEKO  
YEMEJE NONE NATWE DUHAMJE,  
DUTANGAJE ITEGEKO RITEYE  
RITYA KANDI DUTEGETSE KO  
RYANDIKWA MU IGAZETI YA LETA  
YAREPUBULIKA Y’U RWANDA**

**INTEKO ISHINGA AMATEGEKO:**

Umutwe w’Abadepite, mu nama yawo yo ku  
wa 26 Nyakanga 2019;

Ishingiye ku Itegeko Nshinga rya Repubulika  
y’u Rwanda ryo mu 2003 ryavuguruwe mu  
2015, cyane cyane mu ngingo zaryo iya 5, iya  
6, iya 7, iya 64, iya 69, iya 70, iya 88, iya 90,  
iya 91, iya 106, iya 112, iya 119, iya 120 n’iya  
176;

Ishingiye ku Itegeko Ngenga n° 29/2005 ryo  
ku wa 31/12/2005 rigenga inzego z’imitegekere  
y’Igihugu cy’u Rwanda nk’uko ryahinduwe  
kandi ryujijwe kugeza ubu;

Ishingiye ku Itegeko Ngenga n° 12/2013/OL  
ryo ku wa 12/09/2013 ryerekeye imari  
n’umutungo bya Leta;

**LAW N° 22/2019 OF 29/07/2019  
GOVERNING THE CITY OF KIGALI**

**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  
26 July 2019;

Pursuant to the Constitution of the Republic  
of Rwanda of 2003 revised in 2015,  
especially in Articles 5, 6, 7, 64, 69, 70, 88,  
90, 91, 106, 112, 119, 120 and 176;

Pursuant to the Organic Law n° 29/2005 of  
31/12/2005 determining the administrative  
entities of the Republic of Rwanda as  
modified and complemented to date;

Pursuant to Organic Law n° 12/2013/OL of  
12/09/2013 on State Finances and property;

**LOI N° 22/2019 DU 29/07/2019  
RÉGISSANT LA VILLE DE KIGALI**

**Nous, KAGAME Paul,**  
Président de la République;

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

**LE PARLEMENT:**

La Chambre des Députés, en sa séance du 26  
juillet 2019 ;

Vu la Constitution de la République du  
Rwanda de 2003 révisée en 2015,  
spécialement en ses articles 5, 6, 7, 64, 69,  
70, 88, 90, 91, 106, 112, 119, 120 et 176;

Vu la Loi Organique n° 29/2005 du  
31/12/2005 portant organisation des entités  
administratives de la République du Rwanda  
telle que modifiée et complétée à ce jour;

Vu la Loi Organique n° 12/ 2013/OL du  
12/09/2013 relative aux finances et au  
patrimoine de l’État ;

Isubiye ku Itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Igihugu zegerejwe abaturage;

Having reviewed Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities;

Revu la Loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées;

**YEMEJE:**

**ADOPTS:**

**ADOPTÉ:**

**UMUTWE WA MBERE: INGINGO  
RUSANGE**

**CHAPTER ONE: GENERAL  
PROVISIONS**

**CHAPITRE PREMIER: DISPOSITIONS  
GÉNÉRALES**

**Ingingo ya mbere: Icyo iri tegeko rigamije**

**Article One: Purpose of this Law**

**Article premier: Objet de la présente loi**

Iri tegeko rigena imitunganyirize n'imikorere by'Umujyi wa Kigali.

This Law governs the organisation and functioning of the City of Kigali.

La présente loi porte organisation et fonctionnement de la Ville de Kigali.

**Ingingo ya 2: Inzego z'imitegekere y'Igihugu zigize Umujyi wa Kigali**

**Article 2: Administrative entities of the City of Kigali**

**Article 2: Organes administratifs composant la Ville de Kigali**

Umujyi wa Kigali ugabanyijemo Uturere, Uturere tugabanyijemo Imirenge, Imirenge igabanyijemo Utugari n'Utugari tugabanyijemo Imidugudu.

The City of Kigali is divided into Districts, Districts are divided into Sectors, Sectors are divided into Cells, and Cells are divided into Villages.

La Ville de Kigali est subdivisée en Districts, les Districts sont subdivisés en Secteurs, les Secteurs sont subdivisés en Cellules et les Cellules sont subdivisées en Villages.

Inzego zose zivugwa mu gika cya mbere cy'iyi ngingo ni inzego z'imitegekere y'Igihugu zegerejwe abaturage.

All entities mentioned in Paragraph One of this Article are decentralised administrative entities.

Tous les organes mentionnés à l'alinéa premier du présent article sont des entités administratives décentralisées.

**Ingingo ya 3: Ubuzimagatozi**

**Article 3: Legal personality**

**Article 3: Personnalité juridique**

Umujyi wa Kigali ni urwego rw'Igihugu rwegerejwe abaturage rufite ubutegetsu bwihariye, ubuzimagatozi, ubwigenge mu miyoborere no mu micungire y'umutungo n'abakozi.

The City of Kigali is a decentralised entity with specialised administration, legal personality, administrative and financial autonomy.

La Ville de Kigali est une entité administrative décentralisée dotée d'une administration particulière, de la personnalité juridique, de l'autonomie administrative et financière.

Uturere, Imirenge, Utugari n'Imidugudu by'Umujyi wa Kigali ni inzego z'imitegekere y'Igihugu zegerejwe abaturage zidafite ubuzimagatozi.

Districts, Sectors, Cells and Villages of the City of Kigali are decentralised administrative entities without legal personality.

Les Districts, les Secteurs, les Cellules et les Villages de la Ville de Kigali sont des entités administratives décentralisées sans personnalité juridique.

**Ingingo ya 4: Urwego ruyobora Umujyi wa Kigali**

**Article 4: Organ that manages the City of Kigali**

**Article 4: Organe de direction de la Ville de Kigali**

Umujyi wa Kigali uyoborwa n'Inama Njyanama yawo.

The City of Kigali is managed by its Council.

La Ville de Kigali est dirigée par son Conseil.

**Ingingo ya 5: Icyicaró cy'Umujyi wa Kigali**

**Article 5: Head office of the City of Kigali**

**Article 5: Siège de la Ville de Kigali**

Icyicaró cy'Umujyi wa Kigali kigenwa n'Iteka rya Perezida.

The head office of the City of Kigali is determined by a Presidential Order.

Le siège de la Ville de Kigali est déterminé par arrêté présidentiel.

**Ingingo ya 6: Icyicaró cy'Akarere**

**Article 6: Head office of the District**

**Article 6: Siège du District**

Icyicaró cy'Akarere gishyirwaho n'Iteka rya Minisitiri ufite ubutegetsi bw'Igihugu mu nshingano ze, ashingiye ku cyemezo cy'Inama Njyanama y'Umujyi wa Kigali.

An Order of the Minister in charge of local government establishes, upon the decision of the Council of the City of Kigali, the head office of the District.

Un arrêté du Ministre ayant l'administration locale dans ses attributions, sur base de la résolution du Conseil de la Ville de Kigali, établit le siège du District.

**UMUTWE WA II: INSHINGANO, IMITERERE N'IMIKORERE BY'INZEGO Z'UBUYOBOZI Z'UMUJYI WA KIGALI**

**CHAPTER II: RESPONSIBILITIES, ORGANISATION AND FUNCTIONING OF MANAGEMENT ORGANS OF THE CITY OF KIGALI**

**CHAPITRE II: ATTRIBUTIONS, ORGANISATION ET FONCTIONNEMENT DES ORGANES DE DIRECTION DE LA VILLE DE KIGALI**

**Icyiciro cya mbere: Inshingano z'Umujyi wa Kigali n'inzego zawo**

**Section One: Responsibilities of the City of Kigali and its organs**

**Section première: Attributions de la Ville de Kigali et ses organes**

**Ingingo ya 7: Inshingano z'Umujyi wa Kigali**

**Article 7: Responsibilities of the City of Kigali**

**Article 7: Attributions de la Ville de Kigali**

Umujyi wa Kigali ufite inshingano zikurikira:

The City of Kigali has the following responsibilities:

La Ville de Kigali a les attributions suivantes:

1° gushyira mu bikorwa politiki z'Igihugu;	1° to ensure the implementation of national policies;	1° assurer la mise en exécution des politiques nationales;
2° gukurikirana ishyirwa mu bikorwa rya politiki z'Igihugu mu Turere;	2° to monitor the implementation of national policies in Districts;	2° faire le suivi de la mise en exécution des politiques nationales dans les Districts;
3° gutegura igenamigambi ry'Iterambere ry'Umujyi wa Kigali no kurishyira mu bikorwa;	3° to prepare the development plan of the City of Kigali and ensure its implementation;	3° préparer la planification du développement de la Ville de Kigali et la mettre en exécution;
4° gutegura igishushanyombonera cy'Umujyi wa Kigali, ibishushanyombonera byihariye no kubishyira mu bikorwa;	4° to prepare the master plan of the City of Kigali, specific master plans and to ensure their implementation,	4° préparer le schéma directeur de la Ville de Kigali, les schémas directeurs spécifiques et les mettre en exécution;
5° guteza imbere ibikorwa remezo n'imiturire by'Umujyi wa Kigali;	5° to develop infrastructure and urbanization of the City of Kigali;	5° développer les infrastructures et l'urbanisme de la Ville de Kigali;
6° guteza imbere ibikorwa bijyanye n'imibereho y'abaturage n'iterambere ry'ubukungu;	6° to promote social welfare and economic development activities;	6° promouvoir les activités sociales et le développement économique;
7° kwita ku bikorwa byo kubungabunga umutekano w'abantu n'ibintu mu Mujyi wa Kigali;	7° to ensure the safety of people and goods in the City of Kigali;	7° assurer la sécurité des personnes et des biens dans la Ville de Kigali;
8° gutanga umurongo ngenderwaho no guhuza ibikorwa by'Uturere;	8° to issue guidelines and to coordinate activities of Districts;	8° donner des lignes directrices et coordonner les activités des Districts;
9° gukurikirana ibikorwa n'imikorere by'Uturere n'iby'izindi nzego z'imirimo za Leta zikorera ku rwego rw'Umujyi wa Kigali;	9° to monitor activities and functioning of Districts and other State organs operating at the level of the City of Kigali;	9° faire le suivi des activités et du fonctionnement des Districts et d'autres organes de l'État opérant au niveau de la Ville de Kigali;
10° kwita ku isuku, isukura no gutunganya amazi mu Mujyi wa Kigali;	10° to ensure hygiene, sanitation and water treatment in the City of Kigali;	10° assurer l'hygiène, l'assainissement et le traitement de l'eau dans la Ville de Kigali;

11° gutegura igenamigambi ry'itwara ry'abantu n'ibintu mu Muji wa Kigali no kurishyira mu bikorwa;

11° to develop and implement the plan of action for the transport of persons and goods in the City of Kigali;

11° élaborer et mettre en exécution la planification de transport des personnes et des biens dans la Ville de Kigali;

12° gushaka umutungo no gushyiraho ingamba n'amabwiriza yo gukusanya imisoro n'amahoro hakurikijwe amategeko abigenga;

12° to mobilise resources and put in place strategies for collection of taxes and fees in accordance with relevant laws;

12° mobiliser des ressources et mettre en place des stratégies de la collecte des impôts et taxes conformément à la législation en la matière;

13° guteza imbere no gukurikirana ibikorwa by'ishoramari mu Muji wa Kigali;

13° to promote and follow up investment activities in the City of Kigali;

13° promouvoir et assurer le suivi des activités d'investissement dans la Ville de Kigali;

14° gutanga serivisi zidatangirwa ku zindi nzego z'imitegekere y'Igihugu z'Umuji wa Kigali;

14° to provide services that are not rendered by other administrative entities of the City of Kigali;

14° délivrer les services qui ne sont pas rendus par les autres entités administratives de la Ville de Kigali;

15° guteza imbere ubutwererane n'ubufatanye n'izindi nzego zaba izo mu gihugu cyangwa izo mu mahanga;

15° to promote cooperation and partnership with other organs at national or international levels.

15° promouvoir le partenariat et la coopération entre la Ville de Kigali et les autres organes au niveau national ou international.

**Icyiciro cya 2: Inzego z'ubuyobozi z'Umuji wa Kigali**

**Section 2: Management organs of the City of Kigali**

**Section 2: Organes de direction de la Ville de Kigali**

**Ingingo ya 8: Inzego z'ubuyobozi z'Umuji wa Kigali**

**Article 8: Management organs of the City of Kigali**

**Article 8: Organes de direction de la Ville de Kigali**

Inzego z'Ubuyobozi z'Umuji wa Kigali ni izi zikurikira:

Management organs of the City of Kigali are:

Les organes de direction de la Ville de Kigali sont les suivants:

1° Inama Njyanama;

1° the Council;

1° le Conseil;

2° Komite Nyobozi;

2° the Executive Committee;

2° le Comité Exécutif;

3° Ubuyobozi Bukuru bw'Ibikorwa by'Umujyi	3° the City Management Office;	3° le Bureau de Gestion de la Ville;
4° Komite y'Umutekano.	4° the Security Committee.	4° le Comité de Sécurité.
Iteka rya Perezida rishobora gushyiraho Komite Ngishwanama y'Umujyi wa Kigali rikanagena inshingano, imiterere n'imikorere byayo.	A Presidential Order may establish an Advisory Committee of the City of Kigali and determine its responsibilities, organization and functioning.	Un arrêté présidentiel peut créer un Comité Consultatif de la Ville de Kigali et déterminer ses attributions, organisation et fonctionnement.
Imikorere y'inzego z'Ubuyobozi z'Umujyi wa Kigali zivugwa mu gace ka mbere, aka 2° n'aka 3° tw'igika cya mbere cy'iyi ngingo igenwa n'amategeko ngengamikorere y'Inama Njyanama.	The functioning of organs of the City of Kigali referred to under items 1°, 2° and 3° of paragraph one of this article is determined by Internal Rules and Regulations of the Council.	Le fonctionnement des organes de la Ville de Kigali visés aux points 1°, 2° et 3° du premier paragraphe de cet article est déterminé par le Règlement d'ordre intérieur du Conseil.
<b><u>Akiciro ka mbere:</u> Inama Njyanama y'Umujyi wa Kigali</b>	<b><u>Sub-section One:</u> Council of the City of Kigali</b>	<b><u>Sous-section première:</u> Conseil de la Ville de Kigali</b>
<b><u>Ingingo ya 9:</u> Inshingano z'Inama Njyanama y'Umujyi wa Kigali</b>	<b><u>Article 9:</u> Responsibilities of the Council of the City of Kigali</b>	<b><u>Article 9:</u> Attributions du Conseil de la Ville de Kigali</b>
Inama Njyanama y'Umujyi wa Kigali ishinze gufata ibyemezo, ingamba no gushyiraho amabwiriza kuri ibi bikurikira:	The Council of the City of Kigali is responsible for taking decisions, putting in place strategies and issue instructions on the following:	Le Conseil de la Ville de Kigali est chargé de prendre des décisions, de mettre en place des stratégies et de donner des instructions sur les points suivants:
1° ingamba z'iterambere ry'Umujyi wa Kigali n'uko zishyirwa mu bikorwa ;	1° development strategies of the City of Kigali and their implementation;	1° les stratégies de développement de la Ville de Kigali et leur mise en exécution;
2° ingengo y'imari y'Umujyi wa Kigali n'ishyirwa mu bikorwa ryayo;	2° the budget of the City of Kigali and its execution;	2° le budget de la Ville de Kigali et son exécution;
3° gahunda y'ibikorwa y'Umujyi wa Kigali n'ishyirwa mu bikorwa ryayo;	3° action plan of the City of Kigali and its implementation;	3° le plan d'action de la Ville de Kigali et sa mise en exécution;



4° ibikorwa remezo n'imiturire mu Muji wa Kigali;	4° infrastructure and urbanization in the City of Kigali;	4° les infrastructures et l'urbanisme dans la Ville de Kigali;
5° igishushanyombonera cy'imitunganyirize y'ahantu n'umuji, igishushanyo rusange cy'itunganywa ry'ahantu, igishushanyo cyihariye cy'itunganywa ry'ahantu, n'igishushanyo cy'ikatwa ry'ibibanza by'Umuji wa Kigali hakurikijwe amategeko abigenga;	5° master plan for land management and urban planning, local land development plan, specific land development plan and the land subdivision plan, of the City of Kigali in accordance with relevant laws;	5° le schéma directeur d'aménagement et d'urbanisme, le plan d'aménagement local, le plan d'aménagement particulier et le plan de lotissement, de la Ville de Kigali conformément à la législation en la matière;
6° imari ishorwa mu bigo cyangwa mu masosiyete y'ubucuruzi Umuji wa Kigali ushaka kugiramo imigabane hakurikijwe amategeko abigenga;	6° funds to be invested in enterprises or companies in which the City of Kigali intends to have shares in accordance with relevant laws;	6° les fonds à investir dans les établissements ou les sociétés commerciales dans lesquels la Ville de Kigali veut avoir des actions conformément à la législation en la matière;
7° itwara ry'abantu n'ibintu mu Muji wa Kigali;	7° transportation of persons and goods within the City of Kigali;	7° le transport des personnes et des biens dans la Ville de Kigali;
8° umushinga w'inzego z'imirimo z'Umuji wa Kigali, imishahara n'ibindi bigenerwa abakozi bishyirwaho n'Iteka rya Minisitiri w'Intebe;	8° draft organisational structure of the City of Kigali, salary and other benefits of the staff determined by a Prime Minister's Order;	8° le projet de cadre organique de la Ville de Kigali, les salaires et autres avantages accordés au personnel déterminés par arrêté du Premier Ministre;
9° inyongera y'umushahara mbumbe w'abakozi, hashingiwe ku bushobozi bw'Umuji wa Kigali;	9° increase of the staff gross salary according to the resources of the City of Kigali;	9° l'augmentation du salaire brut du personnel selon les ressources de la Ville de Kigali;
10° ikigereranyo cy'amahoro yakwa mu Muji wa Kigali hakurikijwe amategeko;	10° charge rates levied in the City of Kigali in accordance with the law;	10° les taux des frais à percevoir dans la Ville de Kigali conformément à la législation;
11° ubutwererane n'ubufatanye n'izindi nzego zaba izo mu gihugu cyangwa izo mu mahanga;	11° cooperation and partnership with other organs at national and international levels;	11° la coopération et le partenariat avec d'autres organes aux niveaux national et international;

12° imicungire y'umutungo w'Umujyi wa Kigali;	12° management of the property of the City of Kigali;	12° la gestion du patrimoine de la Ville de Kigali;
13° umwenda Umujyi wa Kigali wafata n'uburyo bwo kuwishyura hubahirijwe ibiteganywa n'amategeko;	13° loan that the City of Kigali may take and repayment modalities in accordance with the law;	13° le crédit pouvant être contracté par la Ville de Kigali et modalités de remboursement conformément à la législation;
14° ibikorwa bijyanye n'imibereho y'abaturatione n'iterambere ry'ubukungu;	14° activities related to social welfare and economic development;	14° les activités en rapport avec le bien-être social et le développement économique;
15° kwakira, kugurisha cyangwa gutangira ubuntu umutungo bwite utimukanwa w'Umujyi wa Kigali hakurikijwe amategeko abigenga;	15° acquisition, sale or donation of the private immovable property of the City of Kigali in accordance with relevant laws;	15° acquisition, cession à titre onéreux ou à titre gratuit du patrimoine immobilier du domaine privé de la Ville de Kigali conformément à la législation en la matière;
16° gukurikirana no kugenzura ibikorwa bya Komite Nyobozi y' Umujyi wa Kigali n'iby' Umuyobozi Mukuru w'Ibikorwa by'Umujyi;	16° monitoring and oversight over activities of the Executive Committee of the City of Kigali and those of the City Manager;	16° suivi et contrôle des activités du Comité Exécutif de la Ville de Kigali et celles du Gestionnaire du Bureau de la Ville;
17° ishyirwa mu bikorwa ry'imyanzuro ya raporo y'Umugenzuzi Mukuru w'imari ya Leta;	17° implementation of recommendations included in the report of the Auditor General of State Finances;	17° la mise en exécution des recommandations contenues dans le rapport de l'Auditeur Général des Finances de l'État;
18° ishyirwa mu bikorwa ry'imyanzuro y'Inama Njyanama;	18° implementation of the Council's resolutions;	18° l'exécution des résolutions du Conseil;
19° amategeko ngengamikorere agenga Inama Njyanama y'Umujyi wa Kigali n'aya Komite Nyobozi y'Umujyi wa Kigali;	19° the Internal Rules and Regulations governing the Council of the City of Kigali and the Executive Committee of the City of Kigali;	19° le Règlement d'ordre intérieur du Conseil de la Ville de Kigali et du Comité Exécutif de la Ville de Kigali;

20° ibihano byo mu rwego rw'ubutegetsi bihabwa abatubahiriza amabwiriza y'Inama Njyanama hakurikijwe amategeko.

20° administrative sanctions to be imposed on those who fail to comply with regulations of the Council in accordance with the law.

20° les sanctions administratives à imposer à ceux qui violent les règlements du Conseil conformément à la législation.

**Ingingo ya 10: Ibyemezo by'Inama Njyanama**

**Article 10: Decisions of the Council**

**Article 10: Décisions du Conseil**

Ibyemezo by'Inama Njyanama y'Umujyi wa Kigali bigomba kumenyeshwa Minisitiri ufite ubutegetsi bw'Igihugu mu nshingano ze bitarenze iminsi itanu (5) y'akazi kuva iteranye, na we akayigira inama areba ko ibyemezo byafashwe bitanyuranyije n'amategeko mu gihe kitarenze iminsi itanu (5) y'akazi uheryeye umunsi yabimenyesherejweho.

The decisions of the Council of the City of Kigali must be communicated to the Minister in charge of local government within five (5) working days from the day its meeting is held. The Minister in turn gives his or her views ensuring that the decisions are in compliance with the law, within five working (5) days from the day of notification.

Les décisions du Conseil de la Ville de Kigali sont transmises au Ministre ayant l'administration locale dans ses attributions dans les cinq (5) jours ouvrables à compter de la tenue de sa réunion. Le Ministre doit donner son avis en s'assurant que les décisions prises sont conformes à la loi, endéans cinq (5) jours ouvrables à compter de la notification.

Iyo Minisitiri ufite Ubutegetsi bw'Igihugu mu nshingano ze ntacyo abivuzeho mu minsi itanu (5) y'akazi ikurikira umunsi byatangiweho icyemezo cy'iyakira, Komite Nyobozi y'Umujyi wa Kigali ishyira mu bikorwa ibyemezo byafashwe n'Inama Njyanama.

If the Minister in charge of local government does not give his or her opinion within five (5) working days following the date of issuance of acknowledgment of receipt, the Executive Committee of the City of Kigali implements the decisions taken by the Council.

A défaut de l'avis du Ministre ayant l'administration locale dans ses attributions dans un délai de cinq (5) jours ouvrables suivant le jour de l'accusé de réception, le Comité Exécutif de la Ville de Kigali exécute les décisions prises par le Conseil.

Iyo Minisitiri asanze icyemezo cyafashwe kinyuranyije n'amategeko, abimenyesha Inama Njyanama y'Umujyi wa Kigali mu nyandiko isobanura impamvu ayisaba kugisubiramo, kopi ikoherezwa Minisitiri w'Intebe.

When the Minister finds that the decision taken is inconsistent with the law, he or she informs the Council of the City of Kigali thereof in writing outlining reasons for his or her request for reconsideration of the decision and reserves a copy to the Prime Minister.

Si le Ministre constate que la décision prise est contraire à la loi, il en avise le Conseil de la Ville de Kigali par écrit en précisant les motifs de sa demande de réexamen de la décision et réserve copie au Premier Ministre.

**Ingingo ya 11: Abagize Inama Njyanama y'Umujyi wa Kigali na manda yabo**

Inama Njyanama y'Umujyi wa Kigali igizwe n'Abajyanama bakurikira:

1° babiri (2) bagizwe n'umugabo n'umugore baturuka muri buri Karere batorwa hakurikijwe itegeko ngenga rigenga amatora;

2° batanu (5) bashyirwaho n'Iteka rya Perezida bamaze kwemezwa n'Inama y'Abaminisitiri.

Iteka rya Perezida rishobora kongera cyangwa kugabanya umubare w'Abajyanama bavugwa mu gika cya mbere agace ka 2° by'iyi ngingo. Abajyanama b'Umujyi wa Kigali bagira manda y'imyaka itanu (5) ishobora kongerwa.

**Ingingo ya 12: Biro y'Inama Njyanama y'Umujyi wa Kigali**

Abagize Inama Njyanama y'Umujyi wa Kigali bitoramo Biro igizwe na Perezida, Visi Perezida n'Umunyamabanga. Nibura mirongo itatu ku ijana (30%) by'abayigize bagomba kuba ari abagore.

**Ingingo ya 13: Inshingano za Biro y'Inama Njyanama y'Umujyi wa Kigali**

Biro y'Inama Njyanama ifite inshingano zikurikira:

**Article 11: Members of the Council of the City of Kigali and their term of office**

The Council of the City of Kigali is comprised of the following members:

1° two (2) members including a man and a woman, from each District and elected in accordance with the organic law governing elections;

2° five (5) members appointed by a Presidential Order after being approved by the Cabinet.

A Presidential Order may increase or reduce the number of members of the Council provided for by Paragraph One item 2° of this Article. Members of the Council of the City of Kigali have a term of office of five (5) years renewable.

**Article 12: Bureau of the Council of the City of Kigali**

Members of the Council of the City of Kigali elect from among themselves the Bureau comprised of a Chairperson, a Deputy-Chairperson and a Secretary. At least thirty per cent (30%) of members of the Bureau must be female.

**Article 13: Responsibilities of the Bureau of the Council of the City of Kigali**

The Bureau of the Council has the following responsibilities:

**Article 11: Membres du Conseil de la Ville de Kigali et leur mandat**

Le Conseil de la Ville de Kigali est composé des membres suivants:

1° deux (2) membres dont un homme et une femme, provenant de chaque District et élus conformément à la loi organique régissant les élections;

2° cinq (5) membres nommés par arrêté présidentiel après leur approbation par le Conseil des Ministres.

Un arrêté présidentiel peut augmenter ou réduire le nombre des membres du Conseil prévus par l'alinéa premier point 2° du présent article. Les membres du Conseil de la Ville de Kigali ont un mandat de cinq (5) ans, renouvelable.

**Article 12: Bureau du Conseil de la Ville de Kigali**

Les membres du Conseil de la Ville de Kigali élisent en leur sein le Bureau composé d'un Président, un Vice-président et un Secrétaire. Au moins trente pour cent (30%) des membres du Bureau doivent être de sexe féminin.

**Article 13: Attributions du Bureau du Conseil de la Ville de Kigali**

Le Bureau du Conseil a les attributions suivantes:

1° gutegura no kuyobora inama y’Inama Njyanama;

2° gukurikirana ishyirwa mu bikorwa ry’ibyemezo by’Inama Njyanama;

3° gukora izindi nshingano yahabwa n’Inama Njyanama.

1 ° to prepare and chair the meeting of the Council;

2 ° to monitor the implementation of the decisions of the Council;

3 ° to perform any other duties as may be assigned by the Council.

1 ° préparer et diriger la réunion du Conseil;

2 ° faire le suivi de la mise en application des décisions du Conseil;

3 ° s’acquitter de toute autre attribution que le Conseil peut lui confier.

**Ingingo ya 14: Inshingano z’Abagize Biro y’Inama Njyanama**

Inshingano z’Abagize Biro y’Inama Njyanama zigenwa n’amategeko ngengamikorere.

**Article 14: Responsibilities of members of the Bureau of the Council**

The responsibilities of members of the Bureau of the Council are determined by internal rules and regulations.

**Article 14: Attributions des membres du Bureau du Conseil**

Les attributions des membres du Bureau du Conseil sont déterminées par le Règlement d’ordre intérieur.

**Ingingo ya 15: Komisiyo zigize Inama Njyanama y’Umuji wa Kigali**

Inama Njyanama y’Umuji wa Kigali igizwe na Komisiyo zikurikira:

1° Komisiyo y’ibikorwa remezo n’imiturire;

2° Komisiyo y’ubukungu, imibereho y’Abaturage n’Imiyoborere Myiza.

**Article 15: Commissions of the Council of the City of Kigali**

The Council of the City of Kigali consists of the following Commissions:

1° Commission on Infrastructure and Urbanization;

2° Commission on Socio-economic Affairs and Good Governance.

**Article 15: Commissions du Conseil de la Ville de Kigali**

Le Conseil de la Ville de Kigali est composé des Commissions suivantes:

1° la Commission des infrastructures et de l’urbanisme;

2° la Commission des affaires socio-économiques et de la bonne gouvernance.

Buri Mujyanama agira Komisiyo akoreramo. Umubare w’abagize buri Komisiyo ugenwa na Biro y’Inama Njyanama.

Each member of the Council is a member of one of the Commissions. The number of members of each Commission is determined by the Bureau of the Council.

Chaque membre du Conseil fait partie de l’une des Commissions. Le nombre des membres de chaque Commission est déterminé par le bureau du Conseil.

Inama Njyanama kandi ishobora gushyiraho Komisiyo idasanzwe yiga ikibazo cyihariye, ikarangiza manda yayo itanze raporo.

The Council may also create ad hoc Commission to deal with a specific issue

Le Conseil peut également créer une Commission ad hoc pour étudier un

and its mandate ends with the submission of the report.

problème particulier et son mandat se termine avec la remise du rapport.

**Ingingo ya 16: Ubuyobozi bwa Komisiyo**

**Article 16: Chairpersonship of the Commission**

**Article 16: Présidence d'une Commission**

Abajyanama bagize buri Komisiyo bitoramo umuyobozi n'umwanditsi b'iyo Komisiyo.

Members of the Council of each Commission elect from among themselves a Chairperson and a rapporteur of the Commission.

Les membres du Conseil de chaque Commission élisent en leur sein le Président et le rapporteur de cette Commission.

Icyakora, abagize Biro y'Inama Njyanama n'abagize Komite Nyobozi ntibemerewe kuyobora Komisiyo.

However, members of the Bureau of the Council and members of the Executive Committee are not allowed to head a Commission.

Toutefois, les membres du Bureau du Conseil et les membres du Comité Exécutif ne sont pas autorisés à assurer la présidence d'une Commission.

**Ingingo ya 17: Komite Ngenzuzi y'Umujyi wa Kigali**

**Article 17: Audit Committee of the City of Kigali**

**Article 17: Comité d'audit de la Ville de Kigali**

Inama Njyanama y'Umujyi wa Kigali yitoramo abagize Komite Ngenzuzi.

The Council of the City of Kigali elects from among itself members of the Audit Committee.

Le Conseil de la Ville de Kigali élit en son sein les membres du Comité d'audit.

Minisitiri ufite imari ya Leta mu nshingano ze agena amabwiriza yihariye agena inshingano, imiterere n'imikorere ya Komite Ngenzuzi.

The Minister in charge of State finance issues special regulations governing the responsibilities, organization and functioning of the Audit Committee.

Le Ministre ayant les finances de l'État dans ses attributions édicte les règlements spéciaux régissant les attributions, l'organisation et le fonctionnement du Comité d'audit.

**Ingingo ya 18: Ibigenerwa abagize Komite Ngenzuzi y'Umujyi wa Kigali**

**Article 18: Allowances for the members of the Audit Committee of the City of Kigali**

**Article 18: Indemnités allouées aux membres du Comité d'audit de la Ville de Kigali**

Ibigenerwa abagize Komite Ngenzuzi y'Umujyi wa Kigali igihe bitabiriye imirimo ya Komite bingana n'ibigenerwa abagize

Allowances for members of the Audit Committee who are on duty of the Committee are equivalent to the sitting allowances of members of the Council.

Les indemnités allouées aux membres du Comité d'audit participant aux travaux du Comité sont équivalentes aux jetons de présence des membres du Conseil.

Inama Njyanama igihe bitabiriye inama y'Inama Njyanama.

**Ingingo ya 19: Ibigererwa abagize Inama Njyanama y'Umujyi wa Kigali**

Iteka rya Minisitiri ufite Ubutegetsi bw'Igihugu mu nshingano ze rigena insimburamubizi n'amafaranga y'urugendo abajyanama bahabwa igihe bateranye mu nama y'Inama Njyanama y'Umujyi wa Kigali yaba isanzwe cyangwa idasanzwe, iya Biro cyangwa iya Komisiyo.

**Ingingo ya 20: Impamvu zituma Umujyanama aya mu mwanya w'ubujyanama bw'Umujyi wa Kigali**

Umujyanama w'Umujyi wa Kigali aya muri uwo mwanya iyo:

- 1 ° yeguye akoresheje inyandiko;
- 2 ° yakatiwe burundu igifungo kingana cyangwa kirengeje amezi atandatu (6);
- 3 ° yakatiwe igihano cy'imirimo y'inyungu rusange;
- 4 ° ahamwe n'icyaha cya Jenocide yakorewe Abatutsi cyangwa icy'ingengabitekerezo ya Jenocide;

**Article 19: Sitting allowances for members of the Council of the City of Kigali**

An Order of the Minister in charge of local government determines sitting and transport allowances granted to members of the Council of the City of Kigali when they meet in an ordinary or extraordinary session of the Council, of the Bureau or of a Commission.

**Article 20: Reasons for ceasing of duties of a member of the Council of the City of Kigali**

Duties of a member of the Council of the City of Kigali ceases if:

- 1° he or she resigns in writing;
- 2° he or she is definitively sentenced to a term of imprisonment equal to or exceeding six (6) months;
- 3° he or she is sentenced to a penalty of community service;
- 4° he or she is convicted of the crime of genocide against the Tutsi or the crime of genocide ideology;

**Article 19: Jetons de présence des membres du Conseil de la Ville de Kigali**

Un arrêté du Ministre ayant l'administration locale dans ses attributions détermine le montant de jetons de présence et des indemnités de transport alloués aux membres du Conseil de la Ville de Kigali lorsqu'ils se réunissent en session ordinaire ou extraordinaire du Conseil, du Bureau ou d'une Commission.

**Article 20: Motifs de cessation des fonctions de membre du Conseil de la Ville de Kigali**

Les fonctions du membre du Conseil de la Ville de Kigali cessent si:

- 1° il démissionne par écrit;
- 2° il est condamné définitivement à une peine d'emprisonnement égale ou supérieure à six (6) mois;
- 3° il est condamné à une peine de travaux d'intérêt général ;
- 4° il est reconnu coupable du crime de génocide perpétré contre les Tutsi ou du crime d'idéologie du génocide ;

5 ° yireze akemera icyaha cya jenocide yakorewe Abatutsi;

6 ° yasibye mu nama adafite impamvu inshuro eshatu (3) zikurikiranye;

7 ° yemeye undi murimo udashobora kubangikanywa n'uw'ubujyanama;

8 ° ahagaritswe kuri uwo mwanya n'Inama Njyanama;

9 ° agize uburwayi butuma adashobora kurangiza inshingano ze, byemejwe na muganga wemewe na Leta;

10 ° iyo impamvu zashingiweho kugira ngo abe Umujyanama zitakiriho;

11 ° arangije manda ye;

12 ° Inama Njyanama isheshwe;

13 ° apfuye.

5 ° he or she pleads guilty to the crime of genocide against the Tutsi;

6 ° he or she is absent in three (3) consecutive meetings without justified reasons;

7 ° he or she accepts another position that is incompatible with being a member of the Council;

8 ° he or she is suspended from such a duty by the Council;

9 ° he or she is unable to discharge his/her duties as a result of an illness that is certified by a recognized medical doctor;

10 ° the reasons for being a member of the Council do not stand anymore;

11 ° his or her term of office expires;

12 ° the Council is dissolved;

13 ° he or she dies.

5 ° il fait aveu de culpabilité du crime de génocide perpétré contre les Tutsi;

6 ° il est absent aux réunions trois (3) fois successives sans raison valable;

7 ° il a accepté une autre fonction incompatible avec la fonction de membre du Conseil;

8 ° il est suspendu de ses fonctions par le Conseil;

9 ° il est incapable de remplir ses fonctions à la suite d'une maladie constatée par un médecin agréé;

10 ° les raisons qui ont été à la base d'être membre du Conseil n'existent plus;

11 ° son mandat expire;

12 ° le Conseil est dissous;

13 ° il décède.

**Ingingo ya 21: Iseswa ry'Inama Njyanama y'Umujyi wa Kigali**

Inama Njyanama y'Umujyi wa Kigali ishobora guseswa n'Iteka rya Perezida iyo:

**Article 21: Dissolution of the Council of the City of Kigali**

The Council of the City of Kigali may be dissolved by a Presidential Order if:

**Article 21: Dissolution du Conseil de la Ville de Kigali**

Le Conseil de la Ville de Kigali peut être dissous par arrêté présidentiel dans les cas suivants:



1° bisabwe na kimwe cya gatatu (1/3) cy'abagize Inama Njyanama kandi bigaragara ko bifitiye abaturage akamaro;

2° habaye imidugararo biturutse ku bagize Inama Njyanama;

3° bigaragaye ko Inama Njyanama itagishoboye kuzuza inshingano zayo.

1° a third (1/3) of the members of the Council requests so and when it is evident that it is in the interest of the population;

2° there has been unrest caused by the members of the Council;

3° it is evident that the Council no longer fulfils its responsibilities.

1° sur demande d'un tiers (1/3) des membres du Conseil dans l'intérêt manifeste de la population ;

2° en cas de troubles causés par les membres du Conseil;

3° quand le Conseil manifeste l'incapacité de remplir ses attributions.

**Ingingo ya 22: Ubuyobozi bw'inzibacyuho mu gihe Inama Njyanama y'Umujyi wa Kigali yasheshwe**

Perezida wa Repubulika ashiraho abamuhagararira iyo Inama Njyanama y'Umujyi wa Kigali isheshwe. Mu gihe kitarenze amezi atatu (3) hajyaho Abajyanama bashya hakurikijwe ibiteganywa mu ngingo ya 10 y'iri tegeko. Abahagarariye Perezida wa Repubulika barangiza manda bahawe ari uko bakoze iherekanyabubasha n'abayobozi bashya batowe.

Icyakora, Perezida wa Repubulika, akoresheje iteka, ashobora kongera igihe kivugwa mu gika cya mbere cy'iyi ngingo.

Iyo Inama Njyanama isheshwe hasigaye amezi atarenze atandatu (6) kugira ngo manda irangire, nta bandi Bajyanama batorwa cyangwa ngo bashyirweho muri icyo gihe.

**Article 22: Transitional management in case of dissolution of the Council of the City of Kigali**

The President of the Republic appoints his or her representatives if the Council of the City of Kigali is dissolved. New members of the Council are established within three (3) months in accordance with provisions of Article 11 of this Law. The term of office of the representatives of the President of the Republic comes to an end after the handover ceremony with new leaders.

However, the President of the Republic may, through an Order, extend the time provided for under Paragraph One of this Article.

If the Council is dissolved when the remaining term of office is not more than six (6) months, there is no election or appointment of other members of the Council in that period.

**Article 22: Direction transitoire en cas de dissolution du Conseil de la Ville de Kigali**

Lorsque le Conseil est dissous, le Président de la République nomme ses représentants. Les nouveaux membres du Conseil sont établis endéans trois (3) mois conformément aux dispositions de l'article 11 de la présente loi. Le mandat des représentants du Président de la République prend fin après la cérémonie de remise et reprise avec les nouveaux dirigeants.

Toutefois, le Président de la République peut, par voie d'arrêté, prolonger la période prévue à l'alinéa premier du présent article.

Si le Conseil est dissous alors qu'il ne reste qu'une durée du mandat ne dépassant pas six (6) mois, il n'y a pas d'élections ou de nomination d'autres membres du Conseil dans cette période.

**Akiciro ka 2: Komite Nyobozi y'Umujyi wa Kigali**

**Ingingo ya 23: Inshingano za Komite Nyobozi y'Umujyi wa Kigali**

Komite Nyobozi y'Umujyi wa Kigali ifite inshingano zikurikira:

- 1° gushyira mu bikorwa politiki za Leta;
- 2° kumenyekanisha amabwiriza n'ibyemezo by'Inama Njyanama y'Umujyi wa Kigali no gushishikariza inzego z'ubuyobozi bw'Umujyi wa Kigali n'abaturage kubyubahiriza ;
- 3° gutegura gahunda y'igenamigambi ry'iterambere n'ishyirwa mu bikorwa ryayo no kuyishyikiriza Inama Njyanama kugira ngo iyemeze;
- 4° gutegura umushinga w'ingengo y'imari y'Umujyi wa Kigali, kuwugaragariza Inama Njyanama y'Umujyi wa Kigali kugirango yemeze ingengo y'imari;
- 5° gukurikirana uko ingengo y'imari ishyirwa mu bikorwa no gushyikiriza raporo Inama Njyanama;
- 6° gufata ingamba zo kubungabunga no kwita ku mutekano w'abantu n'ibintu;
- 7° gutegura no gushyira mu bikorwa igishushanyombonera cy'imitunganyirize

**Sub-section 2: Executive Committee of the City of Kigali**

**Article 23: Responsibilities of the Executive Committee of the City of Kigali**

The Executive Committee of the City of Kigali has the following responsibilities:

- 1° to implement Government policies;
- 2° to disseminate regulations and decisions of the Council of the City of Kigali and call on the administrative organs of the City of Kigali and the population to comply with them;
- 3° to prepare the strategic development plan and its implementation and submit it to the Council for approval;
- 4° to prepare the budget proposal of the City of Kigali and introduce it to the Council of the City of Kigali for approval of the budget;
- 5° to monitor the execution of the budget and submit a report to the Council;
- 6° to put in place strategies to ensure the safety of persons and property;
- 7° to prepare and implement the master plan for land management and urban

**Sous-section 2: Comité Exécutif de la Ville de Kigali**

**Article 23: Attributions du Comité Exécutif de la Ville de Kigali**

Le Comité Exécutif de la Ville de Kigali a les attributions suivantes:

- 1° mettre en exécution les politiques de l'État;
- 2° diffuser les règlements et les décisions du Conseil de la Ville de Kigali et inviter les organes administratifs de la Ville de Kigali et la population à s'y conformer;
- 3° élaborer le plan de développement stratégique et sa mise en exécution et le soumettre au Conseil pour approbation;
- 4° préparer le projet de budget de la Ville de Kigali et le présenter au Conseil de la Ville de Kigali pour adoption du budget;
- 5° faire le suivi de la mise en exécution du budget et en donner rapport au Conseil;
- 6° prendre des stratégies visant à assurer la sécurité des personnes et des biens;
- 7° préparer et exécuter le schéma directeur d'aménagement et d'urbanisme, plan

y'ahantu n'umujyi, igishushanyo rusange cy'itunganywa ry'ahantu, igishushanyo cyihariye cy'itunganywa ry'ahantu n'igishushanyo cy'ikatwa ry'ibibanza by'Umujyi wa Kigali kandi hakurikijwe amategeko abigenga;	planning, local land development plan, specific land development plan and the land subdivision plan, of the City of Kigali and in accordance with the relevant laws;	d'aménagement local, plan d'aménagement particulier, plan de lotissement, de la Ville de Kigali et conformément à la législation en la matière;
8° guteza imbere no gukurikirana ibikorwa by'ishoramari mu Mujyi wa Kigali;	8° to promote and monitor investment activities in the City of Kigali;	8° assurer la promotion et le suivi des investissements dans la Ville de Kigali;
9° guteza imbere ibikorwa remezo n'imiturire mu Mujyi wa Kigali no gukurikirana uko byitabwaho;	9° to promote infrastructure and urbanization in the City of Kigali and monitor their management;	9° promouvoir les infrastructures et l'urbanisme dans la Ville de Kigali et faire le suivi de leur gestion;
10° gutanga umurongo ngenderwaho mu gushyiraho ibikorwa remezo mu Mujyi wa Kigali;	10° to provide guidelines for the establishment of infrastructure in the City of Kigali;	10° donner des lignes directrices dans la mise en place des infrastructures dans la Ville de Kigali;
11° kwita kuri gahunda n'ingamba z'imibereho y'abaturage n'iterambere ry'ubukungu no gukurikirana ishyingirwa mu bikorwa ryazo;	11° to cater for programmes and strategies relating to social welfare and economic development and monitor their implementation;	11° veiller aux programmes et stratégies en matière du bien-être social et en matière du développement économique et assurer le suivi de leur exécution ;
12° kwemeza igurishwa ry'umutungo wimukanwa;	12° to approve the sale of movable property;	12° approuver la vente de biens meubles;
13° gushyikiriza Biro y'Inama Njyanama ibyo ibona ko ari ngombwa byashyirwa ku murongo w'ibygwa n'Inama Njyanama;	13° to submit to the Bureau of the Council items it considers fit for inclusion on the agenda of the Council;	13° soumettre au Bureau du Conseil les points qu'il estime nécessaires à inscrire à l'ordre du jour du Conseil;
14° gushyira mu bikorwa imyanzuro yavuye mu bufatanye bw'Umujyi wa Kigali n'izindi nzego z'imirimo ya Leta zikorera ku rwego rw'Umujyi wa Kigali;	14° to implement resolutions derived from collaboration between the City of Kigali and other Government organs operating at the level of the City of Kigali;	14° mettre en exécution les résolutions issues de la collaboration entre la Ville de Kigali et d'autres services de l'État œuvrant au niveau de la Ville de Kigali;
15° gutegura no gushyikiriza Inama Njyanama y'Umujyi wa Kigali raporo	15° to prepare and transmit to the Council of the City of Kigali a quarterly and annual	15° préparer et soumettre au Conseil de la Ville de Kigali un rapport d'activités

y'ibikorwa y'igihembwe n'iy'umwaka, Minisitiri ufite ubutegetsi bw'Igihugu mu nshingano ze akagenerwa kopi;	activity report and provide a copy to the Minister in charge of local government;	trimestriel et annuel et donner une copie au ministre ayant l'administration locale dans ses attributions;
16° gushakira Umujyi wa Kigali abakozi no gukurikirana imicungire yabo hakurikijwe amategeko abigenga;	16° to recruit staff for the City of Kigali and monitor staff management in accordance with relevant laws;	16° recruter le personnel pour la Ville de Kigali et assurer le suivi de sa gestion conformément aux lois en la matière;
17° gufata ibyemezo mu bijyanye n'imicungire y'abakozi;	17° to take decisions relating to staff management;	17° prendre des décisions en matière de gestion du personnel;
18° gushyikiriza buri gihembwe Inama Njyanama raporo y'ishyirwa mu bikorwa ry'ibyemezo by'Inama Njyanama;	18° to submit to the Council a quarterly report on the implementation of the Council's decisions;	18° transmettre au Conseil un rapport trimestriel sur la mise en œuvre des décisions du Conseil;
19° gukora indi mirimo yashingwa n'Inama Njyanama.	19° to perform such other duties as may be assigned to it by the Council.	19° accomplir toutes les autres tâches que le Conseil peut lui confier.
<b><u>Ingingo ya 24:</u> Abagize Komite Nyobozi y'Umujyi wa Kigali, manda yabo, imishahara yabo n'ibindi bagenerwa</b>	<b><u>Article 24:</u> Members of the Executive Committee of the City of Kigali and their term of office, salaries and fringe benefits</b>	<b><u>Article 24:</u> Membres du Comité Exécutif de la Ville de Kigali, leur mandat, leurs salaires et autres avantages</b>
Komite Nyobozi y'Umujyi wa Kigali igizwe n'abantu batatu (3) batorwa mu bagize Inama Njyanama y'Umujyi wa Kigali, barimo nibura umugore umwe, aribo:	The Executive Committee of the City of Kigali comprises of three (3) members elected from members of the Council of the City of Kigali, including at least one woman, namely:	Le Comité Exécutif de la Ville de Kigali est composé de trois (3) membres élus au sein des membres du Conseil de la Ville de Kigali, dont au moins une femme, à savoir :
1° Umuyobozi w'Umujyi wa Kigali;	1° the Mayor of the City of Kigali;	1° le Maire de la Ville de Kigali;
2° Umuyobozi w'Umujyi wa Kigali Wungirije ushinzwe Imiturire n'Ibikorwa remezo;	2° the Vice Mayor of the City of Kigali in charge of Urbanisation and Infrastructure;	2° le Vice-Maire de la Ville de Kigali chargé de l'urbanisme et des infrastructures;
3° Umuyobozi w'Umujyi wa Kigali Wungirije ushinzwe Ubukungu n'Imibereho y'Abaturage.	3° the Vice Mayor of the City of Kigali in charge of Socio-economic Affairs.	3° le Vice-Maire de la Ville de Kigali chargé des affaires socio-économiques.

Abagize Komite Nyobozi y'Umujyi wa Kigali batorerwa manda y'imyaka itanu (5) ishobora kongerwa. Abagize Komite Nyobozi y'Umujyi wa Kigali ntibashobora kurenza manda ebyiri (2) zikurikirana.

Members of the Executive Committee of the City of Kigali are elected for a five (5) year term of office renewable. Members of the Executive Committee of the City of Kigali cannot serve for more than two (2) consecutive terms of office.

Les membres du Comité Exécutif de la Ville de Kigali sont élus pour un mandat de cinq (5) ans renouvelable. Les membres du Comité Exécutif de la Ville de Kigali ne peuvent pas exercer plus de deux (2) mandats successifs.

Iyo umwe mu bagize Komite Nyobozi avuye mu mwanya hasigaye igihe kitarenze umwaka umwe (1) ngo manda irangire, umusimbuye afite uburenganzira bwo kwiyamamaza ku zindi manda ebyiri (2) zikurikirana.

If a member of the Executive Committee ceases his or her duties when the remainder of the term of office does not exceed one (1) year, his or her substitute has the right to stand for election for two (2) consecutive terms.

Lorsqu'un membre du Conseil Exécutif cesse ses fonctions alors qu'il reste une durée ne dépassant pas une (1) année avant la fin du mandat, son remplaçant a le droit de se présenter aux élections pour deux (2) autres mandats successifs.

Uwatorewe gusimbura muri Komite Nyobozi arangiza manda uwo asimbuye yari asigaye. Nta tora ryo gusimbura rikorwa iyo hasigaye amezi atarenze atandatu (6) kugira ngo manda irangire.

The substitute elected in the Executive Committee serves the remainder of the term of office of his or her predecessor. No elections for replacement are held in case such a remainder does not exceed six (6) months before the expiry of the term of office.

Celui qui a été élu pour remplacer un membre du Comité Exécutif termine le reste du mandat de son prédécesseur. Il n'est pas procédé aux élections de remplacement lorsqu'il reste une durée ne dépassant pas six (6) mois avant l'expiration du mandat.

Iteka rya Perezida rigena imishahara n'ibindi bigenerwa abagize Komite Nyobozi.

A presidential Order determines salaries and fringe benefits for members of the Executive Committee.

Un arrêté présidentiel détermine les salaires et avantages des membres du Comité Exécutif.

### **Ingingo ya 25: Inshingano z'Umuyobozi w'Umujyi wa Kigali**

### **Article 25: Duties of the Mayor of the City of Kigali**

### **Article 25: Attributions du Maire de la Ville de Kigali**

Umuyobozi w'Umujyi wa Kigali ahagarariye Leta ku rwego rw'Umujyi wa Kigali. Ni we ushinze kuyobora Umujyi wa Kigali mu mirimo ya buri muni. Ashinze ibi bikurikira:

The Mayor of the City of Kigali represents the State at the level of the City of Kigali. He or she is responsible for daily management of the City of Kigali. He or she is responsible for the following:

Le Maire de la Ville de Kigali est le représentant de l'État au niveau de la Ville de Kigali. Il assure la gestion quotidienne de la Ville de Kigali. Il est chargé de ce qui suit:

1° kuyobora Umujyi wa Kigali akurikije amategako;

1° to run the City of Kigali in accordance with laws;

1° diriger la Ville de Kigali conformément aux lois;

2° guhagararira Umujyi wa Kigali imbere y'amategeko;	2° to represent the City of Kigali before the law;	2° représenter la Ville de Kigali devant la loi;
3° kuyobora Komite Nyobozi;	3° to head the Executive Committee;	3° diriger le Comité Exécutif ;
4° gukurikirana imiyoborere y'Uturere;	4° to monitor the administration of Districts;	4° faire le suivi de l'administration des Districts ;
5° gushyira umukono ku nyandiko zijyanye n'inshingano ze, iz'amasezerano y'ubufatanye n'ubutwererane hagati y'Umujyi wa Kigali n'izindi nzego;	5° to sign documents relating to his or her duties, cooperation agreements between the City of Kigali and other organs;	5° signer les documents relevant de ses attributions, les accords de coopération entre la Ville de Kigali et d'autres organes;
6° kumenyekanisha mu Mujyi wa Kigali umurongo wa politiki Igihugu kigenderaho;	6° to disseminate in the City of Kigali the general national policy;	6° diffuser dans la Ville de Kigali la politique générale du pays ;
7° kubungabunga umutekano w'abantu n'ibintu mu Mujyi wa Kigali afatanyije n'inzego zibishinzwe;	7° to maintain the safety of people and property in the City of Kigali in collaboration with relevant organs;	7° assurer la sécurité des personnes et des biens dans la Ville de Kigali en collaboration avec les organes compétents;
8° gushyikiriza Inama Njyanama y'Umujyi wa Kigali raporo y'ibikorwa y'igihembwe n'iy'umwaka, akagera kopi Minisitiri ufite ubutegetsi bw'Igihugu mu nshingano ze;	8° to submit quarterly and annual activity report to the Council of the City of Kigali, with copy to the Minister in charge of local administration;	8° soumettre au Conseil de la Ville de Kigali le rapport d'activités trimestriel et annuel et réserver une copie au Ministre ayant l'administration locale dans ses attributions;
9° kwakira no gukemura ibibazo by'abaturage bitashoboye gukemukira ku nzego z'Umujyi wa Kigali zibishinzwe;	9° to receive and resolve complaints of the population not resolved by relevant organs of the City of Kigali;	9° recevoir les requêtes de la population auxquelles les services compétents de la Ville de Kigali n'ont pas pu trouver des solutions;

10° kugeza buri mezi atandatu (6) raporo y'ibikorwa bijyanye n'inshingano ze imbere y'Inama Njyanama;

10° to table before the Council every six (6) months a report on activities relating to his or her duties;

10° présenter au Conseil tous les six (6) mois un rapport sur les activités relevant de ses attributions;

11° gukora undi murimo yahabwa n'Inama Njyanama y'Umujyi wa Kigali.

11° to perform such other duty as may be assigned to him or her by the Council of the City of Kigali.

11° accomplir toute autre tâche que le Conseil de la Ville de Kigali peut lui confier.

**Ingingo ya 26: Inshingano z'Umuyobozi w'Umujyi wa Kigali Wungirije ushinzwe Imiturire n'Ibikorwa Remezo**

**Article 26: Duties of the Vice Mayor of the City of Kigali in charge of Urbanisation and Infrastructure**

**Article 26: Attributions du Vice-Maire de la Ville de Kigali chargé de l'urbanisme et des infrastructures**

Umuyobozi w'Umujyi wa Kigali Wungirije ushinzwe Imiturire n'Ibikorwa Remezo ashinzwe ibi bikurikira:

The Vice Mayor of the City of Kigali in charge of Urbanisation and Infrastructure is responsible for the following:

Le Vice-Maire de la Ville de Kigali chargé de l'urbanisme et des infrastructures est chargé de ce qui suit:

1° gusimbura Umuyobozi w'Umujyi wa Kigali mu mirimo ye iyo adahari;

1° to deputise for the Mayor of the City of Kigali during his or her absence;

1° remplacer le Maire de la Ville de Kigali en cas d'absence;

2° guhuza ibikorwa byose byerekeye imiturire n'ibikorwa remezo;

2° to coordinate all activities relating to urbanisation and infrastructure;

2° assurer la coordination de toutes les activités relatives à l'urbanisme et aux infrastructures ;

3° gukurikirana uko ibyemezo by'Inama Njyanama byerekeye ibikorwa remezo n'imiturire bishyirwa mu bikorwa;

3° to monitor the execution of decisions of the Council in matters relating to infrastructure and urbanisation;

3° faire le suivi de la mise en exécution des décisions du Conseil en matière des infrastructures et l'urbanisme;

4° gukurikirana ishyirwa mu bikorwa ry'igishushanyombonera cy'imitunganyirize y'ahantu n'umujyi, igishushanyo rusange cy'itunganywa ry'ahantu, igishushanyo cyihariye cy'itunganywa ry'ahantu n'igishushanyo cy'ikatwa ry'ibanza by'Umujyi wa Kigali kandi hakurikijwe amategeko abigenga;

4° to monitor the implementation of the master plan for land management and urban planning, local land development plan, specific land development plan and the land subdivision plan, of the City of Kigali and in accordance with the relevant laws;

4° assurer la mise en œuvre du schéma directeur d'aménagement et d'urbanisme, plan d'aménagement local, plan d'aménagement particulier et plan de lotissement, de la Ville de Kigali et conformément à la législation en la matière;

5° gukurikirana ishyirwa mu bikorwa ry'ingamba zijyanye n'imiturire n'ibikorwa remezo mu Mujyi wa Kigali;

6° gukurikirana ishyirwa mu bikorwa rya gahunda yo gutwara abantu n'ibintu mu Mujyi wa Kigali;

7° gukurikirana uko ingengo y'imari yateganirijwe ibikorwa biri mu nshingano ze ishyirwa mu bikorwa;

8° gukurikirana imirimo y'ubushakashatsi igamije guteza imbere imiturire n'ibikorwa remezo;

9° kugeza buri mezi atandatu (6) raporo y'ibikorwa bijyanye n'inshingano ze imbere y'Inama Njyanama;

10° gukora indi mirimo yashingwa n'Inama Njyanama cyangwa Komite Nyobozi ijyanye n'inshingano ze.

**Ingingo ya 27: Inshingano z'Umuyobozi w'Umujyi wa Kigali Wungirije ushinze Ubukungu n'Imibereho y'Abaturage**

Umuyobozi w'Umujyi wa Kigali Wungirije ushinze Ubukungu n'Imibereho y'Abaturage ashinzwe ibi bikurikira:

1° gusimbura Umuyobozi w'Umujyi wa Kigali iyo Umuyobozi w'Umujyi wa Kigali n'Umuyobozi w'Umujyi wa

5° to monitor the implementation of the strategies relating to urbanization and infrastructure in the City of Kigali;

6° to monitor the implementation of the programme of transport of goods and persons in the City of Kigali;

7° to monitor how the budget allocated to activities within his or her duties is executed;

8° to monitor research activities aiming at promoting urbanisation and infrastructure;

9° to table before the Council every six (6) months a report on activities relating to his or her duties;

10° to perform such other duties relating to his or her duties as may be assigned to him or her by the Council or the Executive Committee.

**Article 27: Responsibilities of the Vice Mayor of the City of Kigali in charge of Socio-economic Affairs**

The Vice Mayor of the City of Kigali in charge of Socio-economic Affairs has the following responsibilities:

1° to deputize for the Mayor of the City of Kigali in case of his or her absence and that of the Vice Mayor

5° faire le suivi d'exécution des activités relatives à l'urbanisme et des infrastructures dans la Ville de Kigali;

6° faire le suivi de la mise en œuvre du programme de transport des biens et des personnes dans la Ville de Kigali;

7° faire le suivi de l'exécution du budget alloué aux activités relevant de ses attributions;

8° faire le suivi des activités de recherche visant la promotion de l'urbanisme et des infrastructures ;

9° présenter tous les six (6) mois devant le Conseil un rapport sur les activités relevant de ses attributions;

10° accomplir toutes les autres tâches rentrant dans ses attributions que le Conseil ou le Comité exécutif peut lui confier.

**Article 27 : Attributions du Vice-Maire de la Ville de Kigali chargé des Affaires socio-économiques**

Le Vice-Maire de la Ville de Kigali chargé des Affaires Socio-économiques a les attributions suivantes :

1° remplacer le Maire de la Ville de Kigali en cas d'absence de celui-ci et de celle du Vice-Maire chargé de l'Urbanisme et des Infrastructures ;



Kigali wungirije ushinzwe imiturire n'ibikorwa Remezo badahari;	in charge of Urbanisation and Infrastructure;	
2° gukurikirana uko ibyemezo by'Inama Njyanama byerekeye ubukungu n'imibereho y'abaturage bishyirwa mu bikorwa;	2° to monitor the execution of decisions of the Council in terms of economic and social affairs;	2° assurer le suivi de la mise en exécution des décisions du Conseil en matière d'affaires économiques et sociales;
3° guhuza ibikorwa byose bigamije ubukungu n'iterambere ry'abaturage;	3° to coordinate all the activities relating to economic affairs and social development;	3° coordonner toutes les activités relatives aux affaires économiques et au développement social;
4° gukurikirana imirimo y'ubushakashatsi igamije guteza imbere imibereho y'abaturage;	4° to monitor research activities designed to promote social welfare;	4° faire le suivi des travaux de recherche visant la promotion du bien-être social;
5° gukurikirana ishyirwa mu bikorwa ry'ingamba zijyanye no guteza imbere ishoramari;	5° to monitor the implementation of investment promotion strategies;	5° faire le suivi de la mise en œuvre des stratégies de promotion des investissements;
6° gukurikirana imirimo igamije gutegura ingengo y'imari;	6° to monitor budget preparation-related activities;	6° faire le suivi des activités de préparation du budget;
7° gukurikirana ibikorwa byo kubungabunga umutungo w'Umujyi wa Kigali;	7° to monitor activities for the protection of the property of the City of Kigali;	7° faire le suivi des activités de protection du patrimoine de la Ville de Kigali;
8° gukurikirana no kugenzura imyinjirize y'imisoro n'amahoro no kugaragaza ingamba zo kuzamura umutungo winjira mu Mujyi wa Kigali;	8° to monitor and control the collection of taxes and fees and identify strategies for increasing revenues for the City of Kigali;	8° faire le suivi et le contrôle des activités relatives à la collecte des impôts et taxes et identifier des stratégies d'augmentation des revenus de la Ville de Kigali;
9° gukurikirana ibikorwa by'inzego z'ibyiciro byihariye no kuzigira inama;	9° to monitor activities of the organs of special categories and advise them;	9° faire le suivi des activités des organes des catégories spéciales et leur donner des conseils;

10° gukurikirana ibikorwa byerekeye, siporo, umuco n'imyidagaduro;

10° to monitor activities related to sports, culture and leisure;

10° faire le suivi des activités relatives aux sports, à la culture et aux loisirs;

11° gukurikirana ishyirwa mu bikorwa rya gahunda z'imibereho y'abaturage, iz'iterambere ry'uburezi, ubuzima no gufasha abatishoboye;

11° to monitor the implementation of programs related to social affairs, education development, health and assistance to vulnerable people;

11° faire le suivi de la mise en œuvre des programmes en matière d'affaires sociales, de développement de l'éducation, de santé et d'assistance aux personnes vulnérables;

12° gukurikirana ibikorwa byo guteza imbere umurimo mu Muji wa Kigali;

12° to monitor activities related to the development of labour in the City of Kigali;

12° faire le suivi des activités relatives à la promotion de l'emploi dans la Ville de Kigali ;

13° kugeza buri mezi atandatu (6) raporo y'ibikorwa bijyanye n'inshingano ze imbere y'Inama Njyanama;

13° to table every six (6) months before the Council a report on activities falling within his or her responsibilities;

13° présenter au Conseil tous les six (6) mois le rapport des activités en rapport avec ses attributions;

14° gukurikirana uko ingengo y'imari yateganirijwe ibikorwa biri mu nshingano ze ishyirwa mu bikorwa;

14° to monitor the execution of the budget allocated to the activities falling within his or her responsibilities;

14° faire le suivi de l'exécution du budget alloué aux activités relevant de ses attributions ;

15° gukora undi murimo yashingwa n'Inama Njyanama cyangwa Komite Nyobozi mu bijyanye n'inshingano ze.

15° to perform such other duties relating to his or her responsibilities as may be assigned by the Council or the Executive Committee.

15° s'acquitter de toute autre tâche en rapport avec ses attributions qui pourrait lui être confiée par le Conseil ou le Comité Exécutif.

**Ingingo ya 28: Ibisabwa kugira ngo umuntu abe mu bagize Komite Nyobozi y'Umujyi wa Kigali**

**Article 28: Requirements for being a member of the Executive Committee of the City of Kigali**

**Article 28: Conditions requises pour être membre du Comité Exécutif de la Ville de Kigali**

Kugira ngo umuntu yemererwe kuba mu bagize Komite Nyobozi y'Umujyi wa Kigali agomba kuba yujuje ibiteganywa n'Itegeko Ngenga rigenga amatora.

For a person to be accepted to be one of the Executive Committee members, he or she must fulfil the requirements specified by the Organic Law governing elections.

Pour être membre du Comité Exécutif, il faut remplir les conditions exigées par la loi organique régissant les élections.

**Ingingo ya 29: Ubuyobozi bw'agateganyo bw'Umujyi wa Kigali mu gihe cy'amatora y'Abajyanama b'Umujyi wa Kigali**

Mu gihe cy'amatora y'Abajyanama, Umuyobozi Mukuru w'Ibikorwa by'Umujyi ayobora Umujyi wa Kigali by'agateganyo.

**Akicro ka 3: Ubuyobozi Bukuru bw'Ibikorwa by'Umujyi wa Kigali**

**Ingingo ya 30: Abagize Ubuyobozi Bukuru bw'Ibikorwa by'Umujyi wa Kigali**

Ubuyobozi Bukuru bw'Ibikorwa by'Umujyi wa Kigali bugizwe n'Umuyobozi Mukuru w'Ibikorwa by'Umujyi wa Kigali n'abayobozi bakuru b'imirimo bashyirwaho n'Iteka rya Minisitiri w'Intebe n'abandi bakozi b'Umujyi wa Kigali bashyirwaho hakurikijwe amategeko abigenga.

**Ingingo ya 31: Inshingano z'Ubuyobozi Bukuru bw'Ibikorwa by'Umujyi wa Kigali**

Ubuyobozi Bukuru bw'Ibikorwa by'Umujyi wa Kigali bufite inshingano zikurikira:

- 1° guhuza ibikorwa by'Umujyi wa Kigali;
- 2° gutegura igenamigambi na gahunda z'iterambere by'Umujyi wa Kigali no gukurikirana ishyirwa mu bikorwa ryabyo;

**Article 29: Temporary leadership of the City of Kigali during the elections of members of the Council of the City of Kigali**

During the elections of members of the Council, the City Manager temporarily heads the City of Kigali.

**Subsection 3: City of Kigali Management Office**

**Article 30: Members of the City of Kigali Management Office**

The City of Kigali Management Office is composed of the City Manager of the City of Kigali and heads of department appointed by a Prime Minister's Order as well as other staff members of the City of Kigali appointed in accordance with relevant laws.

**Article 31: Responsibilities of the City of Kigali Management Office**

The City of Kigali Management Office has the following responsibilities:

- 1° to coordinate activities of the City of Kigali;
- 2° to develop the action plan and development programmes of the City of Kigali and monitor their implementation;

**Article 29: Direction temporaire de la Ville de Kigali lors des élections des membres du Conseil de la Ville de Kigali**

Lors des élections des membres du Conseil, le Gestionnaire du Bureau de la Ville dirige temporairement la Ville de Kigali.

**Sous-section 3: Bureau de gestion de la Ville de Kigali**

**Article 30 : Membres du Bureau de Gestion de la Ville de Kigali**

Le Bureau de Gestion de la Ville de Kigali est composé par le Gestionnaire du Bureau de la Ville de Kigali et les chefs de service nommés par arrêté du Premier Ministre ainsi que les autres membres du personnel de la Ville de Kigali nommés conformément aux lois en la matière.

**Article 31: Attributions du Bureau de Gestion de la Ville de Kigali**

Le Bureau de Gestion de la Ville de Kigali a les attributions suivantes :

- 1° coordonner les activités de la Ville de Kigali;
- 2° préparer le plan d'action et les programmes de développement de la Ville de Kigali et faire le suivi de leur exécution;

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| 3° gutegura imbanzirizamushinga y'ingengo y'imari y'Umujyi wa Kigali;  | 3° to prepare the draft budget proposal of the City of Kigali;  | 3° préparer l'avant-projet de budget de la Ville de Kigali;   |
| 4° gukurikirana ibikorwa bijyanye n'iyinjizwa ry'imisoro n'amahoro n'ibindi bintu byose bishobora kongera umutungo w'Umujyi wa Kigali hakurikijwe amategeko; | 4° to monitor activities relating to the collection of taxes and fees and any other actions which can contribute to increasing the economy of the City of Kigali; | 4° faire le suivi des activités de la collecte des impôts et taxes et toutes autres actions pouvant contribuer à la croissance de l'économie de la Ville de Kigali; |
| 5° gukurikirana ibikorwa n'imishinga bishyirwa mu bikorwa n'Umujyi wa Kigali;  | 5° to monitor activities and projects implemented by the City of Kigali;  | 5° faire le suivi des activités et projets mis en exécution par la Ville de Kigali;   |
| 6° gukurikirana itangwa rya serivisi zitangirwa ku rwego rw'Umujyi wa Kigali;  | 6° to monitor the delivery of services provided at the level of the City of Kigali;   | 6° faire le suivi de la prestation des services rendus au niveau de la Ville de Kigali ;  |
| 7° gukurikirana ibikorwa by'imicungire y'abakozi b'Umujyi wa Kigali.   | 7° to monitor management activities of the staff of the City of Kigali.   | 7° faire le suivi des activités de gestion du personnel de la Ville de Kigali.  |

**Ingingo ya 32: Inshingano z'Umuyobozi Mukuru w'ibikorwa by'Umujyi wa Kigali**

**Article 32: Responsibilities of the City Manager**

**Article 32: Attributions du Gestionnaire du Bureau de la Ville de Kigali**

Umuyobozi Mukuru w'ibikorwa by'Umujyi wa Kigali ashinzwe ibi bikurikira:

The City Manager has the following responsibilities:

Le Gestionnaire du Bureau de Gestion de la Ville de Kigali a les attributions suivantes :

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| 1° kuyobora abakozi b'Umujyi wa Kigali no gukurikirana imicungire yabo;  | 1° to head staff members of the City of Kigali and monitor their management;                                     | 1° diriger le personnel de la Ville de Kigali et faire le suivi de leur gestion;   |
| 2° gutegura igenamigambi na gahunda z'iterambere by'Umujyi wa Kigali no gukurikirana ishyirwa mu bikorwa ryabyo; | 2° to develop the action plan and development programmes of the City of Kigali and monitor their implementation; | 2° préparer le plan d'action et les programmes de développement de la Ville de Kigali et faire le suivi de leur exécution; |

3° gutegura amadosiye n'izindi nyandiko zigomba kwigwa na Komite Nyobozi y'Umujyi wa Kigali;	3° to prepare files and other documents to be considered by the Executive Committee of the City of Kigali;	3° préparer les dossiers et les autres documents devant être examinés par le Comité Exécutif de la Ville de Kigali;
4° kuba umwanditsi w'inama za Komite Nyobozi y'Umujyi wa Kigali;	4° to act as the rapporteur of the Executive Committee meetings;	4° servir de rapporteur des réunions du Comité Exécutif de la Ville de Kigali;
5° gutegura imbanzirizamushinga y'ingengo y'imari y'Umujyi wa Kigali;	5° to prepare the draft budget proposal of the City of Kigali;	5° préparer l'avant-projet de budget de la Ville de Kigali ;
6° kuba Umuyobozi Mukuru ushinzwe gucunga imari n'umutungo by'Umujyi wa Kigali;	6° to act as the chief budget manager for the City of Kigali;	6° servir de gestionnaire principal du budget de la Ville de Kigali ;
7° gushyira mu bikorwa ingengo y'imari y'Umujyi wa Kigali no kubikorera raporo ishyikirizwa Komite Nyobozi;	7° to execute the budget of the City of Kigali and prepare a report thereon to be submitted to the Executive Committee;	7° exécuter le budget de la Ville de Kigali et préparer un rapport y relatif à soumettre au Comité Exécutif ;
8° kuyobora ibikorwa byo kumenya no guha agaciro umutungo utimukanwa w'Umujyi wa Kigali;	8° to lead activities designed to draw up an inventory of immovable property of the City of Kigali and assess its value;	8° diriger les activités visant à inventorier le patrimoine immobilier de la Ville de Kigali et en déterminer la valeur;
9° guhuza ibikorwa bijyanye no gukurikirana ibikorwa bijyanye n'iyinjizwa ry'imisoro n'amahoro n'ibindi bintu byose bishobora kongera umutungo w'Umujyi wa Kigali hakurikijwe amategeko;	9° to coordinate activities related to the monitoring of activities related to the collection of taxes and fees and any other actions which can contribute to increasing the economy of the City of Kigali in accordance with law;	9° coordonner les activités relatives au suivi des activités de perception des impôts et taxes et toutes autres actions pouvant contribuer à la croissance de l'économie de la Ville de Kigali;
10° guhuza ibikorwa bijyanye no gukurikirana ibikorwa n'imishinga	10° to coordinate activities related to the monitoring of activities and projects implemented by the City of Kigali;	10° coordonner les activités relatives au suivi des activités et projets mis en œuvre par la Ville de Kigali;

bishyirwa mu bikorwa n'Umujyi wa Kigali ;

11° guhuza ibikorwa bijyanye no gukurikirana itangwa rya serivisi zitangirwa ku rwego rw'Umujyi wa Kigali;

12° gutegura raporo y'ibikorwa by'igihembwe n'iby'umwaka akayishyikiriza Komite Nyobozi;

13° gushyira umukono ku nyandiko zose zisohora amafaranga nk'uko biteganyijwe n'amategeko;

14° kugeza buri mezi atatu (3) raporo y'imikoreshereze y'ingengo y'imari imbere y'Inama Njyanama.

11° to coordinate activities related to the monitoring of the delivery of services provided at the level of the City of Kigali;

12° to prepare quarterly and annual activity report and submit it to the Executive Committee;

13° to sign all documents related to disbursement of funds as provided by law;

14° to table before the Council the report on the use of the budget every three (3) months.

11° coordonner les activités relatives au suivi de la prestation des services fournis au niveau de la Ville de Kigali ;

12° préparer le rapport d'activités trimestriel et annuel et le soumettre au Comité Exécutif;

13° signer tous les documents relatifs à la sortie des fonds conformément à la loi;

14° présenter tous les trois (3) mois au Conseil le rapport sur l'utilisation du budget.

Iyo Umuyobozi Mukuru w'Ibikorwa by'Umujyi wa Kigali adahari asimburwa n'umwe mu bayobozi bakuru ayobora, ugenwa na Komite Nyobozi.

In case of his or her absence, the City Manager is replaced by one of senior executives under his or her supervision, designated by the Executive Committee.

En cas de son absence, le Gestionnaire du Bureau de Gestion de la Ville de Kigali est remplacé par l'un des hauts cadres sous sa supervision, désigné par le Comité Exécutif.

**Ingingo ya 33: Abakozi b'inzego z'imitegekere y'Igihugu zidafite ubuzima gatozi**

**Article 33: Staff members of administrative entities having no legal personality**

**Article 33: Membres du personnel des entités administratives non dotées de la personnalité juridique**

Abakozi b'inzego z'imitegekere y'Igihugu zigize Umujyi wa Kigali zidafite ubuzimagatozi ni abakozi b'Umujyi wa Kigali.

Staff members of administrative entities of the City of Kigali which have no legal personality are staff members of the City of Kigali.

Les membres du personnel des entités administratives de la Ville de Kigali non dotées de la personnalité juridique sont les membres du personnel de la Ville de Kigali.

**Ingingo ya 34: Imbonerahamwe y'imyanya y'imirimo y'abakozi b'Umujyi wa Kigali**

Imbonerahamwe y'imyanya y'imirimo y'abakozi b'Umujyi wa Kigali igenwa n'Iteka rya Minisitiri w'Intebe.

**Ingingo ya 35: Imishahara n'ibindi bigenerwa Umuyobozi Mukuru w'ibikorwa by'Umujyi n'abandi bakozi**

Imishahara n'ibindi bigenerwa Umuyobozi Mukuru w'ibikorwa by'Umujyi n'abandi bakozi bigenwa n'Iteka rya Minisitiri w'Intebe.

**Akiciro ka 4: Komite y'umutekano y'Umujyi wa Kigali**

**Ingingo ya 36: Inshingano, ububasha, imiterere n'imikorere bya Komite y'Umutekano y'Umujyi wa Kigali**

Inshingano, ububasha, imiterere n'imikorere bya Komite y'Umutekano ku rwego rw'Umujyi wa Kigali bigenwa n'Iteka rya Perezida.

**Article 34: Organisational structure of the City of Kigali**

The organisational structure of the City of Kigali is determined by a Prime Minister's Order.

**Article 35: Salaries and fringe benefits for the City Manager and other staff members**

Salaries and fringe benefits for the City Manager and other staff members are determined by a Prime Minister's Order.

**Subsection 4: Security Committee of the City of Kigali**

**Article 36: Responsibilities, powers, organisation and functioning of the Security Committee of the City of Kigali**

The responsibilities, powers, organisation and functioning of the Security Committee of the City of Kigali are determined by a Presidential Order.

**Article 34: Cadre organique de la Ville de Kigali**

Le cadre organique du personnel de la Ville de Kigali est déterminé par arrêté du Premier Ministre.

**Article 35: Salaires et autres avantages accordés au Gestionnaire du Bureau de Gestion de la Ville et autres membres du personnel**

Les salaires et autres avantages accordés au Gestionnaire du Bureau de Gestion de la Ville et autres membres du personnel sont déterminés par arrêté du Premier Ministre.

**Sous-section 4 : Comité de Sécurité de la Ville de Kigali**

**Article 36: Attributions, pouvoirs, organisation et fonctionnement du Comité de Sécurité de la Ville de Kigali**

Les attributions, les pouvoirs, l'organisation et le fonctionnement du Comité de Sécurité de la Ville de Kigali sont déterminés par arrêté présidentiel.

**UMUTWE WA III: INSHINGANO  
Z'AKARERE N'IMIKORERE  
Y'INZEGO ZAKO**

**Icyiciro cya mbere: Akarere**

**Ingingo ya 37: Inshingano z'Akarere**

Akarere gashinzwe ibi bikurikira:

- 1° gushyira mu bikorwa politiki za Leta;
- 2° gukurikirana imiyoborere y'Imirenge igize Akarere;
- 3° gufata neza ibikorwa remezo biri mu Karere hakurikijwe ibishushanyo mbonera n'umurongo ngenderwaho bitangwa n'Umujyi wa Kigali;
- 4° gushyira mu bikorwa imishinga y'ibikorwa remezo hashingiwe ku igenamigambi n'ingengo y'imari byagenwe n'Umujyi wa Kigali;
- 5° gushyira mu bikorwa gahunda zo guteza imbere ubukungu n'imibereho y'abaturage;
- 6° gukurikirana ibikorwa bya tekini n'iby'imari mu Karere;
- 7° gutanga serivisi ziri mu nshingano zako.

**CHAPTER III: RESPONSIBILITIES  
OF THE DISTRICT AND  
FUNCTIONING OF ITS ORGANS**

**Section One: District**

**Article 37: Responsibilities of the District**

The District is responsible for the following:

- 1° to implement Government policies;
- 2° to monitor the administration of Sectors within District;
- 3° to maintain infrastructure in the District according to master plans and guidelines issued by the City of Kigali;
- 4° to implement infrastructure projects based on the planning and budget determined by the City of Kigali;
- 5° to implement programs designed to promote socio-economic welfare;
- 6° to monitor technical and financial activities in the District;
- 7° to provide services falling within its responsibilities.

**CHAPITRE III: ATTRIBUTIONS DU  
DISTRICT ET FONCTIONNEMENT  
DE SES ORGANS**

**Section première : District**

**Article 37: Attributions du District**

Le District a les attributions suivantes :

- 1° mettre en œuvre les politiques de l'État;
- 2° faire le suivi de l'administration des Secteurs au sein du District;
- 3° faire la maintenance des infrastructures dans le District conformément aux schémas directeurs et aux règlements de la Ville de Kigali;
- 4° mettre en œuvre les projets d'infrastructure sur base de la planification et du budget déterminés par la Ville de Kigali ;
- 5° mettre en œuvre les programmes de développement socio-économique ;
- 6° faire le suivi des activités techniques et financières dans le District;
- 7° fournir les services relevant de ses attributions.



**Ingingo ya 38: Inzego z'Akarere**

Inzego z'ubuyobozi z' Akarere ni izi ikurikira:

- 1° Urwego Nshingwabikorwa;
- 2° Urwego rw'Imirimo Rusange;
- 3° Komite y'umutekano.

**Icyiciro cya 2: Urwego Nshingwabikorwa rw'Akarere**

**Ingingo ya 39: Inshingano z'Urwego Nshingwabikorwa rw'Akarere**

Urwego Nshingwabikorwa rw'Akarere rushinzwe ibi bikurikira:

- 1° gufata ingamba zo kubungabunga umutekano no kuzishyira mu bikorwa mu Karere;
- 2° gufata ingamba zo guca akarengane no kuzishyira mu bikorwa mu Karere;
- 3° kwita ku iterambere ry'uburezi, ubuvuzi no gufasha abatishoboye mu Karere;
- 4° kwita ku bikorwa by' iterambere ry'ibikorwa remezo n'imiturire biri mu Karere;

**Article 38: Organs of the District**

Management organs of the District are the following:

- 1° the Executive Organ;
- 2° the Corporate Services Organ;
- 3° the Security Committee.

**Section 2: Executive Organ of the District**

**Article 39: Responsibilities of the Executive Organ of the District**

The Executive Organ of the District is responsible for the following:

- 1° to put in place and implement strategies to ensure security within the District;
- 2° to put in place and implement strategies to eradicate injustice in the District;
- 3° to promote education, health and support to needy persons in the District;
- 4° to promote development of activities related to infrastructure and urbanization in the District;

**Article 38: Organes du District**

Les organes de direction du District sont les suivants :

- 1° l'Organe Exécutif;
- 2° l'Organe des Services Généraux ;
- 3° le Comité de Sécurité.

**Section 2: Organe Exécutif du District**

**Article 39: Attributions de l'Organe Exécutif du District**

L'Organe Exécutif du District est chargé de:

- 1° mettre en place et exécuter les stratégies destinées à assurer la sécurité dans le District;
- 2° mettre en place et exécuter les stratégies de lutte contre l'injustice dans le District;
- 3° promouvoir l'éducation, la santé et le soutien aux nécessiteux dans le District;
- 4° promouvoir le développement d'activités relatives aux infrastructures et à l'urbanisation dans le District;

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| 5° kwita ku bikorwa by'iterambere ry'ubukungu n'imibereho y'abaturage mu Karere;  | 5° to promote development of activities related to socio-economic affairs in the District;   | 5° promouvoir le développement d'activités relatives aux affaires socio-économiques dans le District;  |
| 6° gucunga inzibutso za jenocide yakorewe Abatutsi n'amarimbi biri ku rwego rw'Akarere;   | 6° to manage genocide against Tutsi memorial sites and cemeteries at the District level;   | 6° gérer les sites mémoriaux du génocide contre les Tutsi et les cimetières au niveau du District;   |
| 7° gusuzuma no gukemura ibibazo by'abaturage bitashoboye gukemurirwa ku rwego rw'Umurenge;  | 7° to consider and settle complaints of the population that remained unsettled at the Sector level;  | 7° examiner et résoudre les problèmes de la population qui n'ont pas pu être résolus au niveau du Secteur;   |
| 8° gukangurira abaturage kwitabira gushyira mu bikorwa ibyemezo byafashwe n'inzego zisumbuye;   | 8° to mobilize the population in participating in the implementation of the decisions taken at higher levels;                              | 8° sensibiliser la population à exécuter les décisions prises par les échelons supérieurs;   |
| 9° gutumira no kuyobora inama ihuza Biro z'Inama Njyanama z'Imirenge n'Abanyamabanga Nshingwabikorwa bayo rimwe mu gihembwe n'igihe cyose bibaye ngombwa; | 9° to convene and chair every quarter and whenever necessary a meeting of Bureaus of Sector Councils and Executive Secretaries of Sectors; | 9° convoquer et présider, chaque trimestre et chaque fois que de besoin, la réunion regroupant les Bureaux des Conseils de Secteurs et des Secrétaires Exécutifs des Secteurs; |
| 10° gukora raporo y'ibikorwa by'igihembwe n'iby'umwaka no kuyishyikiriza Umuyobozi w'Umujyi wa Kigali;  | 10° to make a quarterly and annual report and submit it to the Mayor of City of Kigali;  | 10° faire le rapport d'activités trimestriel et annuel et le soumettre au Maire de la Ville de Kigali;   |
| 11° gukora indi mirimo rwahabwa n'Umujyi wa Kigali.   | 11° to perform any other duties as may be assigned by the City of Kigali.  | 11° s'acquitter de toute autre tâche que la Ville de Kigali peut lui assigner.   |

**Ingingo ya 40: Abagize Urwego Nshingwabikorwa rw'Akarere**

Urwego Nshingwabikorwa rw'Akarere rugizwe n'abantu babiri (2) bakurikira barimo nibura umugore umwe:

- 1° Umuyobozi Nshingwabikorwa w'Akarere;
- 2° Umuyobozi Nshingwabikorwa w'Akarere Wungirije.

Abagize Urwego Nshingwabikorwa bashyirwaho n'Iteka rya Minisitiri w'Intebe.

Abagize Urwego Nshingwabikorwa ntibemerewe kugira ibikorwa bindi bituma batuzuzwa inshingano bashyirwaho kandi bagomba kuba mu ifasi bashinzwe.

Iteka rya Minisitiri w'Intebe rigena imishahara n'ibindi bigenerwa abagize Urwego Nshingwabikorwa rw'Akarere.

**Ingingo ya 41: Inshingano z'Umuyobozi Nshingwabikorwa w'Akarere**

Umuyobozi Nshingwabikorwa w'Akarere afite inshingano zikurikira:

**Article 40: Members of the Executive Organ of the District**

The Executive Organ of the District is composed of the following two (2) members including at least one woman:

- 1° the District Executive Administrator;
- 2° the Deputy District Executive Administrator.

Members of the Executive Organ are appointed by a Prime Minister's order.

Members of the Executive Organ are prohibited from performing any other activities that prevent them from fulfilling responsibilities for which they were appointed and they must reside in the area under their responsibility.

A Prime Minister's Order determines salaries and fringe benefits for members of the Executive Organ of the District.

**Article 41: Responsibilities of the District Executive Administrator**

The District Executive Administrator has the following responsibilities:

**Article 40: Composition de l'Organe Exécutif du District**

L'Organe Exécutif du District est composé de deux (2) membres suivants dont au moins une femme:

- 1° l'Administrateur Exécutif du District;
- 2° l'Administrateur Exécutif Adjoint du District.

Les membres de l'Organe Exécutif sont nommés par arrêté du Premier Ministre.

Il est interdit aux membres de l'Organe Exécutif d'exercer des activités les empêchant de remplir les fonctions pour lesquelles ils ont été nommés. Ils doivent résider dans la circonscription dont ils sont responsables.

Un arrêté du Premier Ministre détermine les salaires et avantages des membres de l'Organe Exécutif du District.

**Article 41: Attributions de l'Administrateur Exécutif du District**

L'Administrateur Exécutif du District a les attributions suivantes:

1° kuyobora Akarere mu mirimo ya buri muni akurikije amategeko;	1° managing daily activities of the District in accordance with law;	1° assurer la gestion des activités quotidiennes du District conformément à la loi;
2° kuyobora Urwego Nshingwabikorwa rw'Akarere, guhuza ibikorwa byarwo no gukurikirana ishyirwa mu bikorwa ry'ibyemezo rufata;	2° leading the Executive Organ of the District, coordinating its activities and monitoring the implementation of its decisions;	2° diriger l'Organe Exécutif du District, coordonner ses activités et assurer le suivi de l'exécution de ses décisions ;
3° gukangurira abaturage politiki z'Igihugu na gahunda za Leta;	3° sensitizing the population on the national policies and Government programs;	3° sensibiliser la population sur les politiques nationales et les programmes de l'État;
4° kuba umwanditsi w'irangamimerere mu Karere no gukurikirana imirimo y'irangamimerere ikorerwa mu Mirenge;	4° acting as civil registrar in the District and make follow up on civil status services provided in Sectors;	4° être l'officier de l'état civil dans le District et faire le suivi des services de l'état civil prestés dans les Secteurs;
5° gukurikirana uko ibyemezo n'amabwiriza byaturutse mu buyobozi bukuru bw'Igihugu bishyirwa mu bikorwa;	5° following up how decisions and instructions from higher authorities of the country are implemented;	5° assurer le suivi de la mise en exécution des décisions et instructions émanant des hautes autorités du pays;
6° kubungabunga umutekano w'abantu n'ibintu mu Karere afatanyije n'inzego zibishinzwe;	6° ensuring security of people and property in the District in collaboration with relevant organs;	6° assurer la sécurité des personnes et des biens dans le District en collaboration avec les organes compétents;
7° gukurikirana imikorere y'inzego z'imirimo z'Akarere n'iza Leta zikorera ku rwego rw'Akarere;	7° monitoring the functioning of District services and Government services operating in the District;	7° superviser le fonctionnement des services du District et des services de l'État au niveau du District;
8° gushyira umukono ku mabwiriza n'inyandiko zisohoka mu Karere;	8° signing instructions and official documents from the District;	8° signer les instructions et les documents officiels émanant du District;
9° gukurikirana imikoreshereze y'ingengo y'imari igenerwa Akarere n'umutungo uri mu Karere;	9° making a follow up on the use of District budget and property;	9° faire le suivi de l'utilisation du budget et du patrimoine du District;

10° gukora indi mirimo ashobora guhabwa n'Ubuyobozi bw'Umujyi wa Kigali.

10° performing other duties as may be assigned by the Administration of the City of Kigali.

10° assumer toute autre tâche lui confiée par l'Administration de la Ville de Kigali.

**Ingingo ya 42: Inshingano z'Umuyobozi Nshingwabikorwa w'Akarere Wungirije**

**Article 42: Responsibilities of the Deputy District Executive Administrator**

**Article 42: Attributions de l'Administrateur Exécutif Adjoint du District**

Umuyobozi Nshingwabikorwa w'Akarere Wungirije ashinzwe:

The Deputy District Executive Administrator is responsible for:

L'Administrateur Exécutif Adjoint du District est chargé de:

1° gusimbura Umuyobozi Nshingwabikorwa w'Akarere mu mirimo ye iyo adahari;

1° deputizing for the District Executive Administrator in his or her duties in case of absence;

1° remplacer l'Administrateur Exécutif du District en cas d'absence;

2° guhuza no guteza imbere ibikorwa by'ubufatanyabikorwa mu majyambere;

2° coordinating and promoting the activities of partnership in development;

2° coordonner et promouvoir les activités de partenariat au développement;

3° gukurikirana ibikorwa byose birebana n'ibikorwa remezo n'imiturire mu Karere;

3° making a follow up on all activities related to infrastructure and urbanization in the District;

3° faire le suivi de toutes les activités relatives aux infrastructures et l'urbanisme dans le District;

4° gukurikirana ibikorwa byose birebana n'ubukungu n'imibereho n'ishyirwamubikorwa rya gahunda yo gufasha abatishoboye n'abandi bakeneye inkunga yihutirwa mu Karere;

4° making a follow up on all socio-economic activities and the implementation of the policy of assistance to vulnerable people and other people in need of emergency assistance in the District;

4° faire le suivi de toutes les activités socio-économiques et du programme d'assistance aux nécessiteux et autres personnes ayant besoin d'une assistance d'urgence dans le District;

5° gukurikirana gahunda y'ibikorwa igamije iterambere ry'uburezi n'ubuzima;

5° making a follow up on the action plan for the promotion of education and health;

5° assurer le suivi du plan d'action visant la promotion de l'éducation et de la santé;

6° gukurikirana ishyirwa mu bikorwa rya za politiki zo guteza imbere umuco, siporo n'imyidagaduro;

6° making a follow up on implementation of the policies on

6° assurer le suivi du plan d'action visant la promotion de la culture, sports et loisirs;

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|   | promotion of culture, sports and leisure;   |   |
| 7° gukurikirana ibikorwa n'imikorere by'inzego z'Inama y'Igihugu y'Abagore, iby'inzego z'Inama y'Igihugu y'Urubyiruko n'iz'Inama y'Igihugu y'abantu bafite ubumuga; | 7° monitoring the activities and functioning of the organs of the National Women's Council, the National Youth Council and National Council of Persons with Disabilities and advise them; | 7° assurer le suivi et le fonctionnement des organes du Conseil National des Femmes, du Conseil National de la Jeunesse et du Conseil National des Personnes avec Handicap et leur donner des conseils; |
| 8° gukurikirana ishyirwa mu bikorwa rya politiki yo kugoboka, kurengera, gufasha no guteza imbere abatishoboye bacitse ku icumu rya jenocide yakorewe Abatutsi;     | 8° monitoring the implementation of the policy of assistance, protection and promotion of the needy survivors of the Genocide against the Tutsi;  | 8° faire le suivi d'exécution du programme d'assistance, de protection et de développement des rescapés les plus démunis du génocide perpétré contre les Tutsi;   |
| 9° gukurikirana ishyirwa mu bikorwa ry'ingamba zo gufata neza no kurinda inzibutso za jenocide yakorewe Abatutsi;   | 9° monitoring the implementation of strategies designed for maintenance and protection of memorial sites of the Genocide against the Tutsi;   | 9° faire le suivi de la mise en œuvre des stratégies pour assurer l'entretien et la protection des sites mémoriaux du génocide perpétré contre les Tutsi;   |
| 10° gukora indi mirimo yashingwa n'Ubuyobozi bw'Umujyi wa Kigali.   | 10° performing other duties as may be assigned by the Administration of the City of Kigali.   | 10° exécuter toute autre tâche que peut lui assigner l'Administration de la Ville de Kigali.  |

**Icyiciro cya 3: Urwego rw'Imirimo Rusange**

**Ingingo ya 43: Abagize Urwego rw'Imirimo Rusange**

Urwego rw'Imirimo Rusange rugizwe n'Umuyobozi w'Imirimo Rusange n'abandi bakozi bashyirwaho hakurikijwe amategeko abigenga.

**Section 3: Corporate Services Organ**

**Article 43: Composition of the Corporate Services Organ**

The Corporate Services Organ is comprised of the Corporate Services Division Manager and other staff members appointed in accordance with relevant laws.

**Section 3: Organe des Services Généraux**

**Article 43: Membres de l'Organe des Services Généraux**

L'Organe des Service Généraux est composé du Gestionnaire des Services Généraux et d'autres membres du personnel nommés conformément à la législation en la matière.

**Ingingo ya 44: Inshingano z'Umuyobozi w'Imirimo Rusange w'Akarere**

Umuyobozi w'Imirimo Rusange w'Akarere ashinzwe ibi bikurikira:

- 1° kuyobora abakozi mu mirimo y'Akarere;
- 2° gutegura no gushyira mu bikorwa gahunda y'ibikorwa y'Akarere no gushyikiriza raporo Urwego Nshingwabikorwa;
- 3° gushyira mu bikorwa amabwiriza n'ibyemezo by'Urwego Nshingwabikorwa;
- 4° gusuzuma inyandiko zigomba kwemezwa cyangwa gushyirwaho umukono n'Abagize Urwego Nshingwabikorwa;
- 5° gucunga ingengo y'imari igenerwa Akarere n'umutungo uri mu Karere no kubikorera raporo ishyikirizwa Urwego Nshingwabikorwa;
- 6° gukurikirana ishyirwa mu bikorwa ry'imishinga ikorerwa mu Karere;
- 7° kugira uruhare mu bikorwa byo kongerera ubushobozi abakozi mu Karere;

**Article 44: Responsibilities of the District Corporate Services Division Manager**

The District Corporate Services Division Manager has the following responsibilities:

- 1° to lead the administrative staff of the District;
- 2° to prepare and execute the action plan of the District and submit the activity report to Executive Organ;
- 3° to implement instructions and decisions of the Executive Organ;
- 4° to consider documents to be approved or signed by the Executive Organ members;
- 5° to ensure the management of the District budget and assets in the District and prepare a related report to be submitted to the Executive Organ;
- 6° to follow up the implementation of projects operating in the District;
- 7° to participate in capacity building activities for the staff of the District;

**Article 44: Attributions du Gestionnaire des Services Généraux du District**

Le Gestionnaire des Services Généraux du District est chargé de:

- 1° diriger le personnel administratif du District;
- 2° préparer et exécuter le plan d'action du District et soumettre le rapport d'activités à l'Organe Exécutif;
- 3° mettre en application les instructions et les décisions de l'Organe Exécutif;
- 4° examiner les documents qui doivent être soumis à l'approbation ou à la signature des membres de l'Organe Exécutif;
- 5° assurer la gestion du budget du District et du patrimoine dans le District et en faire rapport à soumettre à l'Organe Exécutif du District;
- 6° faire le suivi de la mise œuvre des projets opérant dans le District;
- 7° participer aux activités de renforcement des capacités pour le personnel du District;

8° gukurikirana imicungire y'amadosiye y'abakozi bakorera mu Karere;

8° to monitor the management of files of the District staff;

8° faire le suivi de la gestion des dossiers du personnel œuvrant au niveau du District;

9° kurangiza imanza ziri mu bubasha bwe;

9° to enforce judgments falling within his or her jurisdiction;

9° exécuter les jugements relevant de ses compétences;

10° gukora indi mirimo yahabwa n'Urwego Nshingwabikorwa.

10° to carry out any other duties that may be assigned to him or her by the Executive Organ.

10° exécuter toute autre tâche que peut lui assigner l'Organe Exécutif.

Iyo Umuyobozi w'imirimo rusange w'Akarere adahari asimburwa n'umwe mu Bayobozi ayobora ugenwa n'Umuyobozi Nshingwabikorwa w'Akarere.

In case of his or her absence, the District Corporate Services Division Manager is deputized for by one of executives under his or her supervision determined by the District Executive Administrator.

En cas de son absence, le Gestionnaire des Services Généraux du District est remplacé par l'un des cadres sous sa supervision déterminée par l'Administrateur Exécutif du District.

#### **Icyiciro cya 4 : Komite y'Umutekano**

#### **Section 4: Security Committee**

#### **Section 4: Comité de Sécurité**

#### **Ingingo ya 45: Inshingano, ububasha, imiterere n'imikorere bya Komite y'umutekano y'Akarere**

#### **Article 45: Responsibilities, powers, organization and functioning of the District Security Committee**

#### **Article 45: Attributions, compétences, organisation et fonctionnement du Comité de Sécurité du District**

Inshingano, ububasha, imiterere n'imikorere bya Komite y'umutekano y'Akarere bigenwa n'Iteka rya Perezida.

The responsibilities, powers, organization and functioning of the District Security Committee are determined by a Presidential Order.

Les attributions, compétences, organisation et fonctionnement du Comité de Sécurité du District sont déterminés par arrêté présidentiel.



**Icyiciro cya 5: Umurenge, Akagari n'Umudugudu**

**Ingingo ya 46: Inshingano, imiterere n'imikorere by'Imirenge, Utugari n'Imidugudu**

Inshingano, imiterere n'imikorere by'Imirenge, Utugari n'Imidugudu bigenwa n'Iteka rya Perezida.

**UMUTWE WA IV: INGINGO Y'INZIBACYUHO, IZINYURANYE N'IZISOZA**

**Ingingo ya 47: Abayobozi b'inzego z'imitegekere z'Umujyi wa Kigali**

Abagize Inama Njyanama y'Umujyi wa Kigali; abagize Komite Nyobozi y'Umujyi wa Kigali n'abagize Urwego Nshingwabikorwa rw'Akarere batanganywa n'iri Tegeko bajyaho mu gihe kitarenze amezi atandatu (6) iri tegeko rimaze gutangazwa mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Abagize Inama Njyanama n'abagize Komite Nyobozi z'Uturense tw'Umujyi wa Kigali bari mu myanya hakurikijwe Itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Igihugu zegerejwe abatunganywa bakomeza kuzuba inshingano zabo ziteganywa n'iryo tegeko kugera igihe abayobozi b'Uturense tw'Umujyi

**Section 5: Sector, Cell and Village**

**Article 46: Responsibilities, organization and functioning of Sectors, Cells and Villages**

Responsibilities, organization and functioning of Sectors, Cells and Villages are determined by a Presidential Order.

**CHAPTER IV: TRANSITIONAL, MISCELLANEOUS AND FINAL PROVISIONS**

**Article 47: Leaders of administrative organs of the City of Kigali**

Members of the Council of the City of Kigali, members of the Executive Committee of the City of Kigali and members of the Executive Organ of the District provided for under this law are established within six (6) months from the publication of this law in the Official Gazette of the Republic of Rwanda.

Members of the Councils and members of the Executive Committees of Districts of the City of Kigali in office in accordance with Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities continue to fulfil their duties provided for under that law until authorities of the

**Section 5: Secteur, Cellule et Village**

**Article 46: Attributions, organisation et fonctionnement des Secteurs, Cellules et Villages**

Les attributions, organisation et fonctionnement des Secteurs, Cellules et Villages sont déterminés par arrêté présidentiel.

**CHAPITRE IV: DISPOSITIONS TRANSITOIRES, DIVERSES ET FINALES**

**Article 47: Autorités des organes administratifs de la Ville de Kigali**

Les membres du Conseil de la Ville de Kigali, les membres du Comité Exécutif de la Ville de Kigali et les membres de l'Organe Exécutif du District prévus par la présente loi sont mis en place dans les six (6) mois suivant la publication de la présente loi au Journal officiel de la République du Rwanda.

Les membres des Conseils et les membres des Comités Exécutifs des Districts de la Ville en fonction conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées continuent à remplir leurs attributions prévues par cette loi jusqu'à la mise en place des autorités des Districts de la Ville de Kigali prévues par la présente loi.

wa Kigali batanganywa n'iri tegeko bagiriyeho.

Districts of the City of Kigali provided for under this law are established.

Abagize Komite Nyobozi y'Umudugudu, abagize Inama Njyanama z'Utugari n'Iz'Imirenge bigize Umujyi wa Kigali bari mu myanya hakurikijwe Itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Igihugu zegerejwe abatwaga bakomeza manda batorewe.

Members of Executive Committee of Village and members of Councils of Cells and Sectors of the City of Kigali in office in accordance with Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities continue their elective term of office.

Les membres du Comité Exécutif du Village et les membres des Conseils de Cellules et de Secteurs de la Ville de Kigali en fonction conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées continuent leur mandat pour lequel ils sont élus.

**Ingingo ya 48:** Irahira ry'Abagize Inama Njyanama n'Abagize Komite Nyobozi y'Umujyi wa Kigali

**Article 48:** Taking oath for members of the Council and members of the Executive Committee of the City of Kigali

**Article 48:** Prestation de serment des membres du Conseil et des membres du Comité Exécutif de la Ville de Kigali

Abagize Inama Njyanama n'abagize Komite Nyobozi y'Umujyi wa Kigali barahirira imbere y'urukiko rubifitiye ububasha. Igihe n'uburyo bikorwamo bigenwa n'Iteka ry'Imisitiri ufite ubutegetsi bw'Igihugu mu nshingano ze.

Members of the Council and members of the Executive Committee of the City of Kigali take oath before the competent court. The time and modalities for taking oath are determined by an Order of the Minister in charge of local government.

Les membres du Conseil et du Comité de la Ville de Kigali prêtent serment devant la juridiction compétente. Le moment et les modalités de prestation de serment sont déterminés par arrêté du Ministre ayant l'administration locale dans ses attributions.

**Ingingo ya 49:** Inshingano Uture tw'Umujyi wa Kigali twahabwaga n'amategeko yihariye

**Article 49:** Responsibilities of Districts of the City of Kigali by virtue of specific laws

**Article 49:** Attributions des Districts de la Ville de Kigali régies par les lois spécifiques

Inshingano Uture tw'Umujyi wa Kigali twahabwaga n'amategeko yihariye zikorwa n'Umujyi wa Kigali kugeza igihe ayo mategeko ahujwe n'ibiteganywa n'iri tegeko.

Responsibilities of Districts of the City of Kigali provided for by specific laws are performed by the City of Kigali pending amendment of the said laws to conform to the provisions of this law.

Les attributions des Districts de la Ville de Kigali prévues par les lois spécifiques sont assumées par la Ville de Kigali jusqu'à l'harmonisation de ces lois avec la présente loi.

**Ingingo 50: Agaciro k'ibyakozwe n'Uturere tw'Umujyi wa Kigali**

Ibyakozwe n'Uturere tw'Umujyi wa Kigali hashingiwe ku itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Igihugu zegerejwe abaturatione no ku yandi mategeko yihariye bigumana agaciro kabyo.

**Ingingo ya 51: Amasezerano, imitungo n'imyenda by'Uturere tw'Umujyi wa Kigali**

Amasezerano, imitungo yimukanwa n'itimukanwa n'imyenda byari iby'Uturere tw'Umujyi wa Kigali hashingiwe ku itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Igihugu zegerejwe abaturatione byeguriwe Umujyi wa Kigali ugengwa n'iri tegeko.

**Ingingo ya 52: Imanza zari iz'Uturere tw'Umujyi wa Kigali**

Imanza Uturere tw'Umujyi wa Kigali twaregagamo, izo twaregwagamo, izo twatsinze cyangwa izo twatsinzwe zikurikiranwa n'Umujyi wa Kigali.

**Article 50: Validity of acts performed by Districts of the City of Kigali**

Acts performed by Districts of the City of Kigali in accordance with Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities and such other specific laws remain valid.

**Article 51: Contracts, assets and liabilities of Districts of the City of Kigali**

Contracts, moveable and immovable assets and liabilities formerly owned by Districts of the City of Kigali in accordance with Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities are transferred to the City of Kigali as governed by this Law.

**Article 52: Legal actions formerly involving Districts of the City of Kigali**

Legal actions formerly filed by or against Districts of the City of Kigali, cases that Districts of the City of Kigali won or lost are dealt with by the City of Kigali.

**Article 50 : Validité des actes posés par les Districts de la Ville de Kigali**

Les actes posés par les Districts de la Ville de Kigali conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées et autres lois spécifiques restent valables.

**Article 51: Contrats, actifs et passifs des Districts de la Ville de Kigali**

Les contrats, les biens mobiliers et immobiliers et passifs antérieurement appartenant aux Districts de la Ville de Kigali conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées sont cédés à la Ville de Kigali telle que régie par la présente loi.

**Article 52: Actions en justice impliquant les Districts de la Ville de Kigali**

Les actions en justice intentées antérieurement par ou contre les Districts de la Ville de Kigali, les procès gagnés ou perdus par les Districts de la Ville de Kigali sont sous la responsabilité de la Ville de Kigali.

**Ingingo ya 53: Abakozi b'Uturere tw'Umujyi wa Kigali n'ab'Umujyi wa Kigali**

Abakozi bari ab'Uturere tw'Umujyi wa Kigali n'ab'Umujyi wa Kigali hashingiwe ku itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Igihugu zegerejwe abaturage beguriwe Umujyi wa Kigali ugengwa n'iri tegeko kandi bashyirwa mu myanya hakurikijwe amategeko abigenga.

**Ingingo ya 54 : Itegurwa, isuzumwa n'itorwa by'iri tegeko**

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

**Ingingo ya 55: Ukudakurikizwa kw'ingingo z'itegeko n'ivanwaho ry'izindi ingingo z'amategeko zinyuranye n'iri tegeko**

Ingingo z'Itegeko n° 87/2013 ryo ku wa 11/09/2013 rigena imitunganyirize n'imikorere y'inzego z'imitegekere y'Igihugu zegerejwe abaturage ntizikurikizwa ku byerekeranye n'Umujyi wa Kigali.

IZINDI INGINGO ZOSE Z'AMATEGEKO ABANZIRIZA IRI KANDI ZINYURANYIJE NA RYO ZIVANYWEHO.

**Article 53: Personnel of Districts of the City of Kigali and personnel of the City of Kigali**

Personnel formerly employed by Districts of the City of Kigali and the City of Kigali under Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities are transferred to the City of Kigali as governed by this law and they are deployed according to relevant laws.

**Article 54: Drafting, consideration and adoption of this Law**

This Law was drafted, considered and adopted in Ikinyarwanda.

**Article 55: Non-application of legal provisions and repealing provision**

Provisions of Law n° 87/2013 of 11/09/2013 determining the organisation and functioning of decentralized administrative entities do not apply to the City of Kigali.

All other prior legal provisions contrary to this Law are repealed.

**Article 53: Personnel des Districts de la Ville de Kigali et personnel de la Ville de Kigali**

Le personnel antérieurement employé par les Districts de la Ville de Kigali et la Ville de Kigali conformément à la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées est transféré à la Ville de Kigali régie par la présente loi et il est affecté conformément à la législation en la matière.

**Article 54: Initiation, examen et adoption de la présente loi**

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

**Article 55: Non-application des dispositions légales et disposition abrogatoire**

Les dispositions de la loi n° 87/2013 du 11/09/2013 portant organisation et fonctionnement des entités administratives décentralisées ne sont pas applicables à la Ville de Kigali.

Toutes les autres dispositions légales antérieures contraires à la présente loi sont abrogées.

**Ingingo ya 56: Igihe iri tegeko ritangira gukurikizwa**

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

Kigali, ku wa 29/07/2019

(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 56: Commencement**

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

Kigali, on 29/07/2019

(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 56: Entrée en vigueur**

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

Kigali, le 29/07/2019

(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° 89/01 RYO KU WA 29/07/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 16 GICURASI 2019, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI CUMI NA ZIRINDWI N'IBIHUMBI MAGANA CYENDA BY'AMADETESI (17.900.000 DTS) N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI N'ESHANU N'IBIHUMBI IJANA BY'AMADETESI (25.100.000 DTS), AGENEWE UMUSHINGA WO GUFASHA IMPUNZI N'IMIRYANGO YAZAKIRIYE GUHABWA AMAHIRWE ANGANA NO KUGIRA URUHARE MU BUKUNGU MU RWANDA**

**PRESIDENTIAL ORDER N° 89/01 OF 29/07/2019 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF SEVENTEEN MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 17,900,000) AND TO THE CREDIT OF TWENTY FIVE MILLION ONE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 25,100,000) FOR SOCIO-ECONOMIC INCLUSION OF REFUGEES AND HOST COMMUNITIES IN RWANDA PROJECT**

**ARRÊTÉ PRÉSIDENTIEL N° 89/01 DU 29/07/2019 RATIFIANT L'ACCORD DE FINANCEMENT, SIGNÉ À KIGALI, AU RWANDA LE 16 MAI 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE DIX-SEPT MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (17.900.000 DTS) ET AU CRÉDIT DE VINGT CINQ MILLIONS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (25.100.000 DTS) POUR LE PROJET D'INCLUSION SOCIO-ÉCONOMIQUE DES RÉFUGIÉS ET DES COMMUNAUTÉS D'ACCUEIL AU RWANDA**

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**ITEKA RYA PEREZIDA N° 89/01 RYO KU WA 29/07/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 16 GICURASI 2019, HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI CUMI NA ZIRINDWI N'IBIHUMBI MAGANA CYENDA BY'AMADETESI (17.900.000 DTS) N'INGUZANYO INGANA NA MILIYONI MAKUMYABIRI N'ESHANU N'IBIHUMBI IJANA BY'AMADETESI (25.100.000 DTS), AGENEWE UMUSHINGA WO GUFASHA IMPUNZI N'IMIRYANGO YAZAKIRIYE GUHABWA AMAHIRWE ANGANA NO KUGIRA URUHARE MU BUKUNGU MU RWANDA**

**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;

**PRESIDENTIAL ORDER N° 89/01 OF 29/07/2019 RATIFYING THE FINANCING AGREEMENT SIGNED IN KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF SEVENTEEN MILLION NINE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 17,900,000) AND TO THE CREDIT OF TWENTY FIVE MILLION ONE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 25,100,000) FOR SOCIO-ECONOMIC INCLUSION OF REFUGEES AND HOST COMMUNITIES IN RWANDA 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;

**ARRÊTÉ PRÉSIDENTIEL N° 89/01 DU 29/07/2019 RATIFIANT L'ACCORD DE FINANCEMENT, SIGNÉ À KIGALI, AU RWANDA LE 16 MAI 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE DIX-SEPT MILLIONS NEUF CENT MILLE DROITS DE TIRAGE SPÉCIAUX (17.900.000 DTS) ET AU CRÉDIT DE VINGT CINQ MILLIONS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (25.100.000 DTS) POUR LE PROJET D'INCLUSION SOCIO-ÉCONOMIQUE DES RÉFUGIÉS ET DES COMMUNAUTÉS D'ACCUEIL AU RWANDA**

**Nous, KAGAME Paul,**  
Président de la République;

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

Dushingiye ku Itegeko n° 015/2019 ryo ku wa 26/07/2019 ryemera kwemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda by'Amadetsi (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana by'Amadetsi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda;

Tumaze kubona Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda by'Amadetsi (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana by'Amadetsi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda;

Pursuant to Law n° 015/2019 of 26/07/2019 approving the ratification of the Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project;

Considering the Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project;

Vu la Loi n° 015/2019 du 26/07/2019 approuvant la ratification de l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda;

Considérant l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda;



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;
<b>TWATEGETSE KANDI DUTEGETSE:</b>	<b>HAVE ORDERED AND ORDER:</b>	<b>AVONS ARRÊTÉ ET ARRÊTONS:</b>
<b><u>Ingingo ya mbere: Kwemeza burundu</u></b>	<b><u>Article One: Ratification</u></b>	<b><u>Article premier: Ratification</u></b>
Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda by'Amadetsi (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana by'Amadetsi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	The Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project, annexed to this Order is ratified and becomes fully effective.	L'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda, annexé au présent arrêté est ratifié et sort son plein et entier effet.
<b><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></b>	<b><u>Article 2: Authorities responsible for the implementation of this Order</u></b>	<b><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></b>
Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi	The Prime Minister, the Minister of Finance and Economic Planning, the Minister of	Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre

n'Amahanga n'Ubutwererane na Minisitiri ushinze Ibikorwa by'Ubutabazi bashinze gushyira mu bikorwa iri teka.

Foreign Affairs and International Cooperation and the Minister in charge of Emergency Management are entrusted with the implementation of this Order.

des Affaires Étrangères et de la Coopération Internationale et le Ministre chargé de la Gestion des Situations d'Urgence sont chargés de l'exécution du présent arrêté.

**Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa**

**Article 3: Commencement**

**Article 3: Entrée en vigueur**

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

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

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

Kigali, ku wa 29/07/2019

Kigali, on 29/07/2019

Kigali, le 29/07/2019

(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

UMUGEREKA W'ITEKA RYA  
PEREZIDA N° 89/01 RYO KU WA  
29/07/2019 RYEMEZA BURUNDU  
AMASEZERANO Y'INGUZANYO  
YASHYIRIWEHO UMUKONO I KIGALI,  
MU RWANDA KU WA 16 GICURASI  
2019, HAGATI YA REPUBULIKA Y'U  
RWANDA N'IKIGEGA  
MPUZAMAHANGA GITSURA  
AMAJYAMBERE (IDA),  
YEREKERANYE N'IMPANO INGANA  
NA MILIYONI CUMI NA ZIRINDWI  
N'IBIHUMBI MAGANA CYENDA  
BY'AMADETESI (17.900.000 DTS)  
N'INGUZANYO INGANA NA MILIYONI  
MAKUMYABIRI N'ESHANU  
N'IBIHUMBI IJANA BY'AMADETESI  
(25.100.000 DTS), AGENEWE  
UMUSHINGA WO GUFASHA IMPUNZI  
N'IMIRYANGO YAZAKIRIYE  
GUHABWA AMAHIRWE ANGANA NO  
KUGIRA URUHARE MU BUKUNGU MU  
RWANDA

ANNEX TO PRESIDENTIAL ORDER N°  
89/01 OF 29/07/2019 RATIFYING THE  
FINANCING AGREEMENT SIGNED IN  
KIGALI, RWANDA ON 16 MAY 2019,  
BETWEEN THE REPUBLIC OF  
RWANDA AND THE INTERNATIONAL  
DEVELOPMENT ASSOCIATION (IDA),  
RELATING TO THE GRANT OF  
SEVENTEEN MILLION NINE  
HUNDRED THOUSAND SPECIAL  
DRAWING RIGHTS (SDR 17,900,000)  
AND TO THE CREDIT OF TWENTY  
FIVE MILLION ONE HUNDRED  
THOUSAND SPECIAL DRAWING  
RIGHTS (SDR 25,100,000) FOR SOCIO-  
ECONOMIC INCLUSION OF  
REFUGEES AND HOST  
COMMUNITIES IN RWANDA  
PROJECT

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL  
N° 89/01 DU 29/07/2019 RATIFIANT  
L'ACCORD DE FINANCEMENT, SIGNÉ  
À KIGALI, AU RWANDA LE 16 MAI  
2019, ENTRE LA RÉPUBLIQUE DU  
RWANDA ET L'ASSOCIATION  
INTERNATIONALE DE  
DÉVELOPPEMENT (IDA), RELATIF AU  
DON DE DIX-SEPT MILLIONS NEUF  
CENT MILLE DROITS DE TIRAGE  
SPÉCIAUX (17.900.000 DTS) ET AU  
CRÉDIT DE VINGT CINQ MILLIONS  
CENT MILLE DROITS DE TIRAGE  
SPÉCIAUX (25.100.000 DTS) POUR LE  
PROJET D'INCLUSION SOCIO-  
ÉCONOMIQUE DES RÉFUGIÉS ET DES  
COMMUNAUTÉS D'ACCUEIL AU  
RWANDA

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**CREDIT NUMBER 6404-RW**  
**GRANT NUMBER D456-RW**

# **Financing Agreement**

**(Socio-Economic Inclusion of Refugees and Host Communities in Rwanda Project)**

**between**

**REPUBLIC OF RWANDA**

**and**

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

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**CREDIT NUMBER 6404-RW**  
**GRANT NUMBER D456-RW**

**FINANCING AGREEMENT**

AGREEMENT dated as of the Signature Date between the REPUBLIC OF RWANDA (the “Recipient”) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the “Association”) for the purpose of assisting in financing the project described in Schedule I to this Agreement (“Project”). The Association has decided to provide this financing on the basis, among other things, of the existence of an adequate refugee protection framework. 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 grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts to assist in financing the Project:
  - (a) an amount equivalent to seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) (“Grant”); and
  - (b) an amount equivalent to twenty-five million one hundred thousand Special Drawing Rights (SDR 25,100,000) (“Credit”).
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 1 and December 1 in each year.

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- 2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
- 2.07. The Payment Currency is Dollar.

### **ARTICLE III — PROJECT**

- 3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall: (i) cause Part 1 of the Project to be carried out through Target Districts; (ii) cause Part 2 of the Project to be carried out by BRD; and (iii) carry out Parts 3 and 4 of the Project through MINEMA, in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Project Agreement.

### **ARTICLE IV — REMEDIES OF THE ASSOCIATION**

- 4.01. The Additional Event of Suspension consists of the following:
  - (a) the Recipient no longer has an adequate refugee protection framework; and
  - (b) any action has been taken for the dissolution, disestablishment or suspension of operation (including cancellation of license to operate as a financial institution) of the BRD.
- 4.02. The Additional Events of Acceleration consist of the following, namely the events specified in Section 4.01 of this Agreement occur.

### **ARTICLE V — EFFECTIVENESS; TERMINATION**

- 5.01. The Additional Conditions of Effectiveness consist of the following:
  - (a) the Association is satisfied that the Recipient has an adequate refugee protection framework; and
  - (b) the Project Implementation Manual ("PIM") has been adopted by the Recipient, BRD and the Target Districts 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.

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**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

6.01. The Recipient's Representative is the 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:

Tel:	Facsimile:	E-mail:
+250 25 257 7581	+250 25 257 5756	info@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:
248423 (MCI)	1-202-477-6391

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AGREED as of the Signature Date.

**REPUBLIC OF RWANDA**

By



Authorized Representative



Name: Mr. Uzziel Mdagijimana  
Title: Minister of Finance and Economic Planning  
Date: May 16, 2019

**INTERNATIONAL DEVELOPMENT ASSOCIATION**

By



Authorized Representative



Name: Mr. Hafez M. H. Ghanem  
Title: Vice President, Africa Region  
Date: May 16, 2019



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## SCHEDULE 1

### Project Description

The objective of the Project is to improve access to basic services and economic opportunities for refugees and host communities, and support environmental management, in the Target Areas in Rwanda.

The Project consists of the following parts:

#### **Part 1: Access to basic services and socio-economic investments**

##### *A. Access to basic services*

Support for investments in Target Districts:

- (a) in the education sector that enable integration of refugee children into public schools, harmonize the quality of education across refugee and host community populations and provide refugees and host communities with access to technical and vocational education (TVET) through, *inter alia*, (i) the construction, rehabilitation or upgrading of elementary, secondary and technical and vocational schools; (ii) the provision of facilities and equipment required for such schools; and (iii) the provision of study grants for market-linked TVET jobs skills training;
- (b) in the health sector that enable refugees and host communities to access medical treatment through, *inter alia*: (i) construction, rehabilitation or upgrading of health posts, centers and/or district hospitals; and (ii) purchase of equipment and medical supplies for such health posts, centers and/or district hospitals; and
- (c) that enable water supply through, *inter alia*, construction or rehabilitation of water supply systems for host communities, namely wells, boreholes, pumps, water tanks or other community-based water systems.

##### *B. Socio-economic investments*

Support for investments that promote economic activity in the Target Areas, connect remote refugee and host communities to markets and to strengthen the access of traders and entrepreneurs to refugees and host communities through, *inter alia*: (a) road upgrading or rehabilitation to link refugee populations and host communities to economic opportunities; (b) construction of and/or upgrading of market facilities; (c) installation of lighting for security and extended business hours of market facilities; (d) construction of water and sanitation facilities for market facilities; and (e) construction of child care facilities near market facilities to encourage refugee women's economic participation and minimize the problem of child neglect.

## **Part 2: Economic Opportunity**

Support the expansion of economic opportunities and promote access to finance and private sector investment in the Target Districts, with opportunities open to both refugees and hosting communities, through, *inter alia*:

- (a) the provision of Matching Grants to participating financial institutions to support eligible refugees and/or entrepreneurs and/or cooperatives to be used as collateral for individuals, cooperatives or enterprises for financing viable business plans to cover initial investments or business expansion; and
- (b) capacity building support to BRD, BDAs, financial institutions, and potential entrepreneurs operating in the Recipient's territory to strengthen the financing of the value chain and improve access to finance in the Target Districts.

## **Part 3: Environmental Management**

Support for investments targeting: (i) the rehabilitation of ravines; and (ii) construction of reservoirs to harvest stormwater for productive use in or near the six refugee camps.

## **Part 4: Project Management and Monitoring and Evaluation**

Support for Project management, implementation and supervision at central and district levels, including, *inter alia*, for carrying out: (a) procurement and financial management; (b) monitoring and evaluation; (c) progress reporting; (d) environmental and social safeguards implementation and supervision; and (e) a stakeholder engagement strategy, including through the operationalization of a grievance redress mechanism for the Project and a strategic communications plan that will, *inter alia*, raise awareness of the refugees' right to work in the Recipient's territory.

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## SCHEDULE 2

### Project Execution

#### Section I. Implementation Arrangements

##### A. Institutional Arrangements

###### *MINEMA-SPIU*

1. No later than three (3) months after the Effective Date, the Recipient shall, through MINEMA, maintain, throughout Project implementation, the MINEMA-SPIU within MINEMA, composed of key staff, with qualifications and under terms of reference acceptable to the Association, including a dedicated Team for Project implementation, which shall include one Project manager, one procurement specialist, three financial management specialists, one internal auditor, one communications specialist, one engineer, one livelihoods and business development specialist, one environmental, health and safety safeguards specialist, one social safeguards specialist, one monitoring and evaluation specialist, six district field specialists and any other technical, fiduciary, and safeguard specialists as may have been agreed with the Association, as further detailed in the PIM. The MINEMA-SPIU shall be responsible for the overall coordination of the Project (including in assisting Target Districts in screening and supervising investments under Part 1 of the Project) and day to day implementation of Parts 3 and 4 of the Project, including, *inter alia*, ensuring coordination with key stakeholders and governmental agencies, managing, implementing and supervising the fiduciary and safeguard aspects of Parts 3 and 4 of the Project, and overall Project monitoring and evaluation, as further detailed in the PIM.

###### *Project Steering Committee (PSC)*

2. The Recipient shall establish and, thereafter, maintain, throughout Project implementation, with function, composition and under terms of reference acceptable to the Association, a high-level inter-agency Project Steering Committee (PSC) to provide strategic oversight and guidance to the Project. The PSC shall be chaired by a high-level official of MINEMA and shall include, *inter alia*, high level representatives of MINECOFIN, Target Districts, BRD and any other relevant ministries and agencies, as further detailed in the PIM.

###### *Inter-agency technical team and inter-agency collaboration*

3. The Recipient shall establish and, thereafter, maintain, throughout Project implementation, with functions, composition, qualifications and under terms of reference acceptable to the Association, an inter-agency technical team, as further detailed in the PIM. The inter-agency technical team shall be responsible for

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advising the MINEMA-SPIU and other implementing agencies and ensure that Project investments are consistent with national policies and practices.

4. For the purpose of ensuring sound implementation of Parts 1, 2 and 3 of the Project, the Recipient shall ensure MINEMA and/or Target Districts collaborate with relevant technical agencies of the Recipient, in a manner satisfactory to the Association.

*BRD-SPIU*

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

*Target Districts*

7. The Recipient shall cause the governments of Target Districts to: (a) establish and, thereafter maintain, within the District, a dedicated implementation team, throughout Project implementation, with technical, safeguards, and fiduciary specialists as may be agreed with the Association, all under terms of reference, and with qualifications and experience satisfactory to the Association; and (b) ensure that throughout Project implementation, the Target District dedicated team has adequate resources and staffing to carry out its responsibilities under the Project, all as further detailed in the Project Implementation Manual.
8. The Target Districts shall be responsible for day-to-day management and implementation of Part 1 of the Project, including financial management, procurement, safeguards, supervision, and monitoring and evaluation. In this regard, MINEMA and technical agencies shall assist the Target Districts in the discharge of their obligations, in accordance with their respective mandates.

*Communications Plan on the Right to Work*

9. No later than three (3) months after the Effective Date, the Recipient shall adopt, and, thereafter implement, throughout Project implementation, a communications

plan, in form and substance acceptable to the Association, detailing how to publicize the right to work of refugees in the Recipient's territory.

**B. Project Implementation Manual (PIM)**

1. The Recipient shall carry out, and ensure that the Project is carried out by BRD and the Target Districts, in accordance with the requirements set forth in the PIM. The PIM shall set out detailed guidelines, methods and procedures for the implementation of the Project, including: (i) the different roles and responsibilities in the implementation of the Project, including the various mechanisms for ensuring close coordination and collaboration between various Project stakeholders, in particular the Target Districts, the MINEMA SPIU, the inter-agency technical team and the BRD; (ii) budget and budgetary control; (iii) flow of funds, 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) external audit; (ix) anti-corruption and fraud mitigation measures; (x) environmental and social safeguards aspects, including a detailed description of the GRM process as well as any process for recording and reporting Project-related accidents and incidents; (xi) detailed procedures, eligibility, selection/eligibility criteria and flow of funds for the investments under Parts 1 and 3 of the Project; (xii) monitoring and evaluation arrangements, including procedures and reporting formats; 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 or any provision thereof is not assigned, amended, abrogated or waived without 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. BRD Subsidiary Agreement**

1. In order to facilitate the carrying out of Part 2 of the Project, the Recipient shall make the proceeds of the Financing allocated to Categories (2) and (3) ("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, as further defined in the PIM;
  - (b) the obligation of the BRD to use the proceeds of the BRD Subsidiary Financing for technical assistance and purposes of providing Matching-

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Grants to eligible Beneficiaries. For purposes of providing Matching Grants, the BRD shall ensure that participating financial institutions appraise and select Beneficiaries in accordance with the procedures and criteria in the PIM and Matching Grants Manual and enter into agreements, under terms and conditions satisfactory to the Association and as further set out in the Matching Grants Manual and the PIM;

- (c) the obligation of the BRD to carry out Part 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 2 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 Part 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 Part 2 of the Project;
- (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 Part 2 of the Project, including but not limited to any Project-related accident or incident;
- (f) the obligation of the BRD to ensure that Part 2 of the Project is carried out in accordance with the Safeguard Instruments, PIM and the Matching Grants Manual;
- (g) the obligation of the BRD to carry out Part 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 Part 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

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- (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.

**D. Matching Grants under Part 2(a) of the Project**

- 1. In order to facilitate Part 2(a) of the Project, the Recipient shall cause BRD to ensure that participating financial institutions shall make Matching Grants to Beneficiaries in accordance with eligibility criteria and procedures acceptable to the Association, as further detailed in the Matching Grants Manual.
- 2. The Recipient shall cause BRD to ensure that the participating financial institutions shall make each Matching Grant under a Matching Grant Agreement between the participating financial institution and the respective Beneficiary on terms and conditions approved by the Association, as further detailed in the Matching Grants Manual, which shall include the following:
  - (a) The Matching Grant shall be in cash;
  - (b) The Recipient shall cause BRD to ensure that the participating financial institution shall obtain rights adequate to protect BRD's interests and those of the Association, including the right to: (i) suspend or terminate the right of the Beneficiary to use the proceeds of the Matching Grant upon the Beneficiary's failure to perform any of its obligations under the Matching Grant Agreement; and (ii) require each Beneficiary to: (A) carry out its sub-project with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines applicable to recipients of Loan proceeds other than the Recipient; (B) provide, promptly as needed, the resources required for the purpose; (C) procure the goods, works and services to be financed out of the Matching Grant in accordance with the provisions of this Agreement; (D) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the subproject and the achievement of its objectives; (E) (1)

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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 and proportionate to reflect the operations, resources and expenditures related to the subproject; and (2) 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; (F) enable the BRD, Recipient and the Association to inspect the subproject, its operation and any relevant records and documents; and (G) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

3. The Recipient shall cause BRD to ensure that the participating financial institution shall exercise its rights under each Matching Grant 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 BRD shall ensure that the participating financial institution shall not assign, amend, abrogate or waive any Matching Grant Agreement or any of its provisions.

#### **E. Safeguards**

1. The Recipient shall and shall cause BRD and/or the Target Districts to ensure that the Project is carried out with due regard to appropriate health, safety, social, dam safety and environmental practices and standards, and in accordance with the Safeguards Instruments, and shall ensure or cause to be ensured that no provision of the Safeguard Instruments is amended, suspended, abrogated, repealed or waived without the prior written approval of the Association.
2. The Recipient shall or shall cause BRD and/or Target Districts to ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of the Safeguard Instruments; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures on environmental, social, health and safety, and gender-based violence; all as applicable to such civil works commissioned or carried out pursuant to said contracts.
3. The Recipient shall or shall cause BRD and/or the Target Districts to ensure that the following actions are taken in a manner acceptable to the Association:
  - (a) Project activities shall be screened in accordance with the ESMF and RPF to determine if any ESMP, ESIA (Environmental and Social Impact Assessment) or RAP is needed;



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- (b) for each activity under the Project for which the ESMF and the RPF provide for the preparation of an ESIA, and/or an ESMP, and a RAP:
    - (i) proceed to have such ESIA, and/or ESMP and RAP as appropriate: (A) prepared and disclosed in accordance with the ESMF, the RPF and the SEP (Stakeholder Engagement Plan), respectively; (B) consulted upon adequately with people affected by the Project as per the SEP and the ESMF and the RPF, respectively, and submitted to the Association for review and approval; and (C) thereafter adopted, prior to implementation of the activity; and
    - (ii) take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such ESIA, and/or ESMP and RAP in a manner satisfactory to the Association;
  - (c) all measures are taken to implement the RAPs in a manner and timeframe satisfactory to the Association. To this end, the Recipient shall ensure that:
    - (i) adequate funds are made available to cover all the costs of implementing the RAPs; and
    - (ii) no works under the Project shall be commenced until: (A) all measures required to be taken under said RAP prior to the initiation of said works shall have been taken, including but not limited Project affected persons being compensated at full replacement cost, resettled and provided with assistance in accordance with the RPF and resettlement action plan(s); (B) the Recipient has prepared and furnished to the Association a report in form and substance satisfactory to the Association, on the status of compliance with the requirements of said RAP and detailing that the implementation, monitoring and evaluation of such resettlement action plan is completed and reported in a manner satisfactory to the Association; and (C) the Association has confirmed that said works may be commenced.
4. Without limitation to the excluded expenditures provision set forth in the ESMF and/or RPF, the following activities shall not be eligible to be included in or funded under the Project:
- (a) activities involving the use of pesticides;
  - (b) any activities that would lead to conversion or degradation of critical natural habitats or their supporting areas;

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- (c) any activities that would lead to conversion or degradation of critical forest areas, related critical natural habitats, clearing of forests or forest ecosystems;
  - (d) activities involving the financing the rehabilitation or construction of Large Dams;
  - (e) activities involving or located in an international waterway, including underground water;
  - (f) activities involving nuclear reactors and parts thereof and fuel elements (cartridges), non-irradiated, for nuclear reactors; and
  - (g) goods intended for a military or paramilitary purpose.
5. The Recipient shall, and shall cause BRD and the Target Districts to, establish and, thereafter, maintain, throughout Project implementation, and publicize the availability of a grievance and feedback mechanism, in form and substance satisfactory to the Association, to hear and determine fairly and in good faith all complaints raised in relation to the Project, and take all measures necessary to implement the determinations made by such mechanism in a manner satisfactory to the Association.
6. The Recipient shall, and shall cause Target Districts and/or BRD to ensure that any construction or rehabilitation of Small Dams shall be reviewed by qualified engineers, acceptable to the Association, and in accordance with the ESMF.
7. The Recipient shall ensure and shall cause BRD, Target Districts and any pertinent Project service providers, at all times throughout the period of Project implementation, to:
- (a) take all measures necessary on its part to collect, compile, and furnish to the Association through Project Reports, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESMF and RPF and the management tools and instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, among other things: (i) the status of implementation of the ESMF/RPF; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESMF/RPF; and (iii) corrective and preventive measures taken or required to be taken to address such conditions;
  - (b) promptly notify the Association of any incident or accident related to or having an impact on the Project, including but not limited to any Project-related allegation of gender-based violence or alleged violation of Project-

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related labor and working conditions, which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESMF/RPF, and the instruments referenced therein.

**F. Target District Implementation Agreements**

1. In order to facilitate the carrying out of Part 1 of the Project, the Recipient, through MINEMA, shall make the proceeds of the Financing allocated to Category (1) ("Target District Subsidiary Financing") available, subject to withdrawal conditions in Section III.B of this Schedule, to the Target Districts under a subsidiary agreement ("Target District Implementation Agreement") to be entered into between the Recipient and each of the Target Districts, under terms and conditions approved by the Association, which shall include the following:
  - (a) financial terms and conditions of the Target District Subsidiary Financing, as further defined in the PIM;
  - (b) the obligation of the Target Districts to use the proceeds of the Target Districts Subsidiary Financing for purposes of carrying out Part 1 of the Project;
  - (d) the obligation of the Target District to carry out Part 1 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 of the Project;
  - (e) the obligation of the Target Districts to: (i) exchange views with the Recipient, and the Association with regard to the progress of Part 1 of the Project, and the performance of its obligations under the Target Districts Implementation Agreement; and (ii) assist the Recipient in complying with its obligations referred to in Section II of this Schedule, as applicable to Part 2 of the Project;
  - (e) the obligation of the Target Districts to promptly inform the Recipient and the Association of any condition which interferes or threatens to interfere with the progress of Part 1 of the Project, including but not limited to any Project-related accident and incident;
  - (f) the obligation of the Target Districts to carry out Part 1 of the Project in accordance with the PIM and Safeguard Instruments;
  - (g) the obligation of the Target Districts to carry out Part 1 of the Project in compliance with the Anti-Corruption Guidelines;

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- (h) the obligation of the Target Districts to carry out Part 1 of the Project in accordance with the Procurement Regulations;
  - (i) the obligation of the Target Districts 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 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 Target Districts, in case the Target Districts shall have failed to comply with any of its obligations under the Target District Implementation 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 Target District Subsidiary Financing transferred to the Target District pursuant to the Target District Implementation Agreement (as the case may be).
2. The Recipient, through MINEMA, shall exercise its rights under the Target District Implementation 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 Target District Implementation Agreement or any of its provisions.

**Section II. Project Monitoring, Reporting and Evaluation**

The Recipient shall furnish to the Association each Project Report not later than one month 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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<b>Category</b>	<b>Amount of the Credit Allocated (expressed in SDR)</b>	<b>Amount of the Grant Allocated (expressed in SDR)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs for Part 1 of the Project	25,100,000	2,800,000	100% from the Credit until it is fully utilized; and 100% from the Grant thereafter
(2) Matching Grants under Part 2(a) of the Project	0	5,800,000	100%
(3) Goods, non-consulting services, consulting services, Training, and Incremental Operating Costs under Part 2(b) of the Project	0	700,000	100%
(4) Goods, works, non-consulting services, consulting services, Training and Incremental Operating Costs for Parts 3 and 4 of the Project	0	8,600,000	100%
<b>TOTAL AMOUNT</b>	25,100,000	17,900,000	

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**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;
  - (b) under Category (1), unless and until, the Recipient, through MINEMA, signs Target District Implementation Agreements with each Target District, in form and substance satisfactory to the Association, and in accordance with Section I.F of Schedule 2 to this Agreement; and
  - (c) under Category (2), unless and until: (i) the BRD Subsidiary Agreement is signed with the Recipient, in form and substance satisfactory to the Association, and in accordance with Section I.C of Schedule 2 to this Agreement; (ii) a Matching Grants Manual is adopted by BRD, in form and substance acceptable to the Association; and (iii) a communications plan is adopted by the Recipient, in form and substance acceptable to the Association, detailing how to publicize the right to work of refugees in the Recipient's territory.
2. The Closing Date is October 31, 2024.

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### SCHEDULE 3

#### Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing June 1, 2025 to and including December 1, 2056	1.5625%

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

## APPENDIX

### 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. “BDAs” means Business Development Advisers.
3. “Beneficiary” means an entrepreneur, enterprise and cooperative established in the territory of the Recipient, which satisfies the appropriate eligibility criteria set forth in Matching Grants Manual (as hereinafter defined) and to which the BRD proposes to make a Matching Grant (as such term is hereinafter defined), through a participating financial institution, for purposes of Part 2(a) of the Project.
4. “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.
5. “BRD Subsidiary Agreement” means the agreement to be entered into between the Recipient and BRD and referred to in Section I.C. of Schedule 2 to this Agreement.
6. “BRD Subsidiary Financing” means the proceeds of the Financing to be provided to BRD under Categories (2) and (3) of the Financing for purposes of carrying out Part 2 of the Project, in accordance with the BRD Subsidiary Agreement and the PIM and Matching Grants Manual, and referred to in Section I.C of Schedule 2 to this Agreement.
7. “BRD-SPIU” means the single project implementing entity established within the BRD, and referred to in Section I.A of Schedule 2 to this Agreement.
8. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
9. “District” means an administrative subdivision within the Recipient’s territory.
10. “Environmental and Social Management Framework” or “ESMF” means the Environmental and Social Management Framework, dated March 2019, prepared, adopted and disclosed by the Recipient and by the Association on March 25, 2019, and approved by the Association, describing, *inter alia*, the modalities to be followed in screening Project activities in order to assess and determine the need to prepare an ESIA and/or ESMP, including the measures to be taken to avoid, minimize, reduce, or mitigate adverse environmental and social impacts,



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procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as the same may be amended from time to time with the prior written agreement of the Association.

11. "Environmental and Social Management Plan" or "ESMP" means an Environmental and Social Management Plan, to be prepared, adopted and disclosed by the Recipient, and/or Target Districts, and acceptable to the Association, and giving details of the magnitude of the environmental and social impacts, including procedures for the management of chance finds of physical cultural resources and procedures to ensure protection, maintenance, and rehabilitation of natural habitats, as well as the specific actions, measures and policies designed to facilitate the achievement of the objective of the ESMF, including the budget and cost estimates, and sources of funding, along with the institutional and procedural measures needed to implement such actions, measures and policies, as the same may be amended from time to time with the prior written agreement of the Association.
12. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Investment Project Financing", dated December 14, 2018.
13. "GRM" means the Project-level grievance and feedback mechanism, referred to in Section I.E.5 of Schedule 2 to this Agreement.
14. "Incremental Operating Costs" means the reasonable incremental operating expenses, approved by the Association, incurred by the Target Districts, BRD, and MINEMA or its regional offices on account of the Project implementation, management and monitoring, including operation and maintenance costs of office, vehicles and office equipment; water and electricity utilities, telephone, office supplies, bank charges, public awareness-related media expenditures, travel, supervision costs, and salaries of Project implementation support staff, but excluding the salaries of officials and public servants of the Recipient's civil service.
15. "Large Dams" means: (i) dams that are 15 meters or more in height; or (ii) dams that are between 10 and 15 meters in height if they present special design complexities (including but not limited location in a zone of high seismicity); or; (iii) dams under 10 meters in height if they are expected to become Large Dams (as hereinafter defined) during their operation.
16. "Matching Grants" means a grant proposed to be made by BRD through a participating financial institution to a Beneficiary, in accordance with the Matching Grants Manual, for the purposes of financing all or a portion of the expenditures incurred by said Beneficiary under Part 2(a) of the Project for goods, services and

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works in connection with an investment approved by the participating financial institution approved and selected by BRD.

17. "Matching Grants Agreement" means an agreement to be concluded between the participating financial institution and a Beneficiary, and referred to in Section I.D of Schedule 2 to this Agreement pursuant to which the BRD shall make a portion of the proceeds allocated under Category 2 available to a participating financial institution for the purpose of providing a Matching Grant to a Beneficiary for carrying out an investment under Part 2(a) of the Project.
18. "Matching Grants Manual" means the manual to be adopted by the BRD for the purposes of setting out the details for awarding Matching Grants to participating financial institutions and Beneficiaries under Part 2(a) of the Project, including but not limited the selection process and eligibility criteria, and referred to in Section I.D of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
19. "MINECOFIN" means the Recipient's ministry in charge of finance; or any successor thereto acceptable to the Association.
20. "MINEMA" means the Recipient's ministry in charge of emergency management; or any successor thereto acceptable to the Association.
21. "MINEMA-SPIU" means the single project implementation unit established within MINEMA, and referred to in Section I.A. of Schedule 2 to this Agreement.
22. "Project Implementation Manual" or "PIM" means the manual to be adopted by the Recipient, Target Districts and BRD for the purposes of defining the detailed implementation arrangements for the Project, and referred to in Section I.B. of Schedule 2 to this Agreement, as the same may be amended from time to time with the prior written agreement of the Association.
23. "Procurement Regulations" means, for purposes of paragraph 87 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for IPF Borrowers", dated July 2016, revised November 2017 and August 2018.
24. "Project Steering Committee" or "PSC" means the Project steering committee to be established in connection to the Project, and referred to in Section I.A of Schedule 2 to this Agreement.
25. "Resettlement Action Plan" or "RAP" means in respect of any activity involving resettlement, a resettlement plan for such activity prepared, adopted, disclosed and implemented by the Recipient and/or Target Districts, and acceptable to the Association, such resettlement plan to include a program of actions, measures and policies for compensation and resettlement of Project-related affected Persons, and

setting forth the magnitude of displacement, proposed compensation at full replacement cost and other entitlements, the resettlement arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements designed to ensure proper implementation of, and regular feedback on, compliance with such RAP, as the same may be amended from time to time with the prior written agreement of the Association.

26. “Resettlement Policy Framework” or “RPF” means the resettlement policy framework, dated March 2019, prepared, adopted, and disclosed by the Recipient and BRD and the Target Districts and by the Association on March 25, 2019, and approved by the Association, setting forth the modalities for resettlement and compensation of Affected Persons under the Project, as the same may be amended from time to time with the prior written agreement of the Association.
27. “Safeguard Instruments” means the environmental and safeguards instruments that have been prepared, adopted and disclosed by the Recipient in connection with the Project, and which includes the ESMF, the RPF, the SEP and the related ESMPs, ESIA and RAPs for the Project.
28. “Small Dams” means dams (including without limitation farm ponds, local silt retention dams and low embankment tanks) that are less than 15 meters in height.
29. “Stakeholder Engagement Plan” means the plan, to be prepared and adopted by the Recipient, Target Districts and BRD, setting out the details for the meaningful engagement with refugee and host communities, and other relevant stakeholders, as the same may be amended from time to time with the prior written agreement of the Association.
30. “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.
31. “Target Areas” or “Target Districts” means the following six Recipient’s Districts: Gicumbi (Northern Province), Gatsibo (Eastern Province), Kirehe (Eastern Province), Nyamagabe (Southern Province), Gisagara (Southern Province), and Karongi (Western Province).
32. “Target District Implementation Agreement” means the agreement to be entered into between each Target District and the Recipient, through MINEMA, and referred to in Section I.F. of Schedule 2 to this Agreement.
33. “Target District Subsidiary Financing” means the proceeds of the Financing to be provided to Target Districts under Category (1) of the Financing for purposes of carrying out Part 1 of the Project, in accordance with the Target District

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Implementation Agreement and the PIM and referred to in Section I.F of Schedule 2 to this Agreement.

34. "Training" means the reasonable cost of training under the Project, as approved by the Association, including costs associated with seminars, workshops, conference and study tours, travel and subsistence costs for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials and other activities directly related to course preparation and implementation.

**Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 89/01 ryo ku wa 29/07/2019 ryemeza burundu Amasezerano y'inguzanyo yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni cumi na zirindwi n'ibihumbi magana cyenda by'Amadetsi (17.900.000 DTS) n'inguzanyo ingana na miliyoni makumyabiri n'eshanu n'ibihumbi ijana by'Amadetsi (25.100.000 DTS), agenewe umushinga wo gufasha impunzi n'imiryango yazakiriye guhabwa amahirwe angana no kugira uruhare mu bukungu mu Rwanda**

**Seen to be annexed to Presidential Order n° 89/01 of 29/07/2019 ratifying the Financing Agreement, signed in Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of seventeen million nine hundred thousand Special Drawing Rights (SDR 17,900,000) and to the credit of twenty five million one hundred thousand Special Drawing Rights (SDR 25,100,000) for socio-economic inclusion of refugees and host communities in Rwanda Project**

**Vu pour être annexé à l'Arrêté Présidentiel n° 89/01 du 29/07/2019 ratifiant l'Accord de financement, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de dix-sept millions neuf cent mille Droits de Tirage Spéciaux (17.900.000 DTS) et au crédit de vingt-cinq millions cent mille Droits de Tirage Spéciaux (25.100.000 DTS) pour le projet d'inclusion socio-économique des réfugiés et des communautés d'accueil au Rwanda**

Kigali, ku wa 29/07/2019

(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

Kigali, on 29/07/2019

(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

Kigali, le 29/07/2019

(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° 90/01 RYO KU WA 29/07/2019 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA KU WA 16 GICURASI 2019, HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI MPUZAMAHANGA Y'ITERAMBERE/IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE NK'URWEGO RUYOBORA IKIGEGA GIHURIWEHO N'ABATERANKUNGA BA GAHUNDA YA 4 YO KUVUGURURA URWEGO RW'UBUHINZI MU RWEGO RWA GAHUNDA ISHINGIYE KU MUSARURO ICYICIRO CYA 2, YEREKERANYE N'IMPANO INGANA NA MILIYONI CUMI NA ZIRINDWI Z'AMADOLARI Y'ABANYAMERIKA (17.000.000 USD) AGENEWE GAHUNDA YA 4 YO KUVUGURURA URWEGO RW'UBUHINZI ICYICIRO CYA 2**

**PRESIDENTIAL ORDER N° 90/01 OF 29/07/2019 RATIFYING THE GRANT AGREEMENT, SIGNED AT KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ACTING AS ADMINISTRATOR OF THE TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM 4 PROGRAM-FOR-RESULTS PHASE 2 MULTI-DONOR TRUST FUND, RELATING TO THE GRANT OF SEVENTEEN MILLION AMERICAN DOLLARS (USD 17,000,000) FOR TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM 4 PHASE 2**

**ARRÊTÉ PRÉSIDENTIEL N° 90/01 DU 29/07/2019 RATIFIANT L'ACCORD DE DON, SIGNÉ À KIGALI, AU RWANDA LE 16 MAI 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT/L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT AGISSANT EN QUALITÉ D'ADMINISTRATEUR DU FONDS FIDUCIAIRE MULTI-DONATEUR DU QUATRIÈME PROGRAMME DE TRANSFORMATION DU SECTEUR AGRICOLE PHASE 2 DU PROGRAMME POUR LES RÉSULTATS RELATIF AU DON DE DIX-SEPT MILLIONS DE DOLLARS AMÉRICAINS (17.000.000 USD) POUR LE QUATRIÈME PROGRAMME DE TRANSFORMATION DU SECTEUR AGRICOLE PHASE 2**

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**Twebwe, KAGAME Paul,**  
Perezida wa Repubulika;

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

**PRESIDENTIAL ORDER N° 90/01 OF 29/07/2019 RATIFYING THE GRANT AGREEMENT, SIGNED AT KIGALI, RWANDA ON 16 MAY 2019, BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ACTING AS ADMINISTRATOR OF THE TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM 4 PROGRAM-FOR-RESULTS PHASE 2 MULTI-DONOR TRUST FUND, RELATING TO THE GRANT OF SEVENTEEN MILLION AMERICAN DOLLARS (USD 17,000,000) FOR TRANSFORMATION OF AGRICULTURE SECTOR PROGRAM 4 PHASE 2**

**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;

**ARRÊTÉ PRÉSIDENTIEL N° 90/01 DU 29/07/2019 RATIFIANT L'ACCORD DE DON, SIGNÉ À KIGALI, AU RWANDA LE 16 MAI 2019, ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DÉVELOPPEMENT/L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT AGISSANT EN QUALITÉ D'ADMINISTRATEUR DU FONDS FIDUCIAIRE MULTI-DONATEUR DU QUATRIÈME PROGRAMME DE TRANSFORMATION DU SECTEUR AGRICOLE PHASE 2 DU PROGRAMME POUR LES RÉSULTATS RELATIF AU DON DE DIX-SEPT MILLIONS DE DOLLARS AMÉRICAINS (17.000.000 USD) POUR LE QUATRIÈME PROGRAMME DE TRANSFORMATION DU SECTEUR AGRICOLE PHASE 2**

**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;



Dushingiye ku Itegeko n° 016/2019 ryo ku wa 26/07/2019 ryemera kwemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiyeye ku musaruro icyiciro cya 2, yerekeranye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2;

Tumaze kubona Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiyeye ku musaruro icyiciro cya 2, yerekeranye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2;

Pursuant to Law n° 016/2019 of 26/07/2019 approving the ratification of the Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for- Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 Phase 2;

Considering the Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 phase 2;

Vu la Loi n° 016/2019 du 26/07/2019 approuvant la ratification de l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multi-donateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2;

Considérant l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multi-donateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2;

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;
<b>TWATEGETSE KANDI DUTEGETSE:</b>	<b>HAVE ORDERED AND ORDER:</b>	<b>AVONS ARRÊTÉ ET ARRÊTONS:</b>
<b><u>Ingingo ya mbere: Kwemeza burundu</u></b>	<b><u>Article One: Ratification</u></b>	<b><u>Article premier: Ratification</u></b>
Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiyeye ku musaruro icyiciro cya 2, yerekeranye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	The Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for- Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 phase 2, annexed to this Order is ratified and becomes fully effective.	L'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multi-donateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2, annexé au présent arrêté est ratifié et sort son plein et entier effet.
<b><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></b>	<b><u>Article 2: Authorities responsible for the implementation of this Order</u></b>	<b><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></b>
Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi	The Prime Minister, the Minister of Finance and Economic Planning, the Minister of	Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre

n'Amahanga n'Ubutwererane na Minisitiri w'Ubuhanzi n'Ubworozi bashinzwe gushyira mu bikorwa iri teka.

Foreign Affairs and International Cooperation and the Minister of Agriculture and Animal Resources are entrusted with the implementation of this Order.

des Affaires Étrangères et de la Coopération Internationale et le Ministre de l'Agriculture et des Ressources Animales sont chargés de l'exécution du présent arrêté.

**Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa**

**Article 3: Commencement**

**Article 3: Entrée en vigueur**

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

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

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

Kigali, ku wa 29/07/2019

Kigali, on 29/07/2019

Kigali, le 29/07/2019

(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

UMUGEREKA W'ITEKA RYA  
PEREZIDA N° 90/01 RYO KU WA  
29/07/2019 RYEMEZA BURUNDU  
AMASEZERANO Y'IMPANO  
YASHYIRIWEHO UMUKONO I  
KIGALI, MU RWANDA KU WA 16  
GICURASI 2019, HAGATI YA  
REPUBULIKA Y'U RWANDA NA BANKI  
MPUZAMAHANGA  
Y'ITERAMBERE/IKIGEGA  
MPUZAMAHANGA GITSURA  
AMAJYAMBERE NK'URWEGO  
RUYOBORA IKIGEGA GIHURIWEHO  
N'ABATERANKUNGA BA GAHUNDA  
YA 4 YO KUVUGURURA URWEGO  
RW'UBUHINZI MU RWEGO RWA  
GAHUNDA ISHINGIYE KU MUSARURO  
ICYICIRO CYA 2, YEREKERANYE  
N'IMPANO INGANA NA MILIYONI  
CUMI NA ZIRINDWI Z'AMADOLARI  
Y'ABANYAMERIKA (17.000.000 USD)  
AGENEWE GAHUNDA YA 4 YO  
KUVUGURURA URWEGO  
RW'UBUHINZI ICYICIRO CYA 2

ANNEX TO PRESIDENTIAL ORDER N°  
90/01 RYO KU WA 29/07/2019  
RATIFYING THE GRANT  
AGREEMENT, SIGNED AT KIGALI,  
RWANDA ON 16 MAY 2019, BETWEEN  
THE REPUBLIC OF RWANDA AND  
THE INTERNATIONAL BANK FOR  
RECONSTRUCTION AND  
DEVELOPMENT/INTERNATIONAL  
DEVELOPMENT ASSOCIATION  
ACTING AS ADMINISTRATOR OF  
THE TRANSFORMATION OF  
AGRICULTURE SECTOR PROGRAM 4  
PROGRAM-FOR-RESULTS PHASE 2  
MULTI-DONOR TRUST FUND,  
RELATING TO THE GRANT OF  
SEVENTEEN MILLION AMERICAN  
DOLLARS (USD 17,000,000) FOR  
TRANSFORMATION OF  
AGRICULTURE SECTOR PROGRAM 4  
PHASE 2

ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL  
N° 90/01 RYO KU WA 29/07/2019  
RATIFIANT L'ACCORD DE DON,  
SIGNÉ À KIGALI, AU RWANDA LE 16  
MAI 2019, ENTRE LA RÉPUBLIQUE DU  
RWANDA ET LA BANQUE  
INTERNATIONALE POUR LA  
RECONSTRUCTION ET LE  
DÉVELOPPEMENT/L'ASSOCIATION  
INTERNATIONALE DE  
DÉVELOPPEMENT AGISSANT EN  
QUALITÉ D'ADMINISTRATEUR DU  
FONDS FIDUCIAIRE MULTI-  
DONATEUR  
DU QUATRIÈME PROGRAMME DE  
TRANSFORMATION DU SECTEUR  
AGRICOLE PHASE 2 DU PROGRAMME  
POUR LES RÉSULTATS RELATIF AU  
DON DE DIX-SEPT MILLIONS DE  
DOLLARS AMÉRICAINS (17.000.000  
USD) POUR LE QUATRIÈME  
PROGRAMME DE TRANSFORMATION  
DU SECTEUR AGRICOLE PHASE 2

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GRANT NUMBER TF0B0153

***Transformation of Agriculture Sector  
Program 4 Program-for-Results Phase 2  
Multi-Donor Trust Fund***

**Grant Agreement**

(Transformation of Agriculture Sector Program 4 Phase 2)

between

**REPUBLIC OF RWANDA**

and

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION  
acting as administrator of the Transformation of Agriculture Sector Program 4  
Program-for-Results Phase 2 Multi-Donor Trust Fund**

Dated May 16, 2019

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**GRANT NUMBER TF0B0153**

**GRANT AGREEMENT**

AGREEMENT dated \_\_\_\_\_, 2019, entered into between: REPUBLIC OF RWANDA ("Recipient"); and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT ASSOCIATION ("World Bank"), acting as administrator of the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, for the purpose of providing additional financing to the Program activities related to the Financing Agreement.

**WHEREAS:**

(A) The World Bank and the Recipient have entered into a Financing Agreement with the Signature Date of May 31, 2018, (Credit Number 6256-RW) pursuant to which the World Bank agreed to provide a credit in an amount equivalent to SDR 69,600,000 to the Recipient to assist in the financing of the Program described in Schedule 1 to this Agreement ("Program") being implemented by the Recipient.

(B) The Republic of Rwanda has requested additional financing from the Transformation of Agriculture Sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund ("MDTF") to assist in the financing of the Program.

(C) Multiple development partners ("DPs"), including the United Kingdom's Department for International Development, the Kingdom of the Netherlands, and Enabel have expressed interest in supporting the Program and in contributing, through the MDTF, an aggregate amount estimated at US\$71,000,000 to the Recipient to assist in the financing of the Program.

The Recipient and the World Bank hereby agree as follows:

**Article I**  
**Standard Conditions; Definitions**

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

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**Article II  
The Program**

- 2.01. The Recipient declares its commitment to the objectives of the program described in Schedule 1 to this Agreement ("Program"). To this end, the Recipient shall:
- (a) carry out Part 1 of the Program through MINAGRI;
  - (b) cause Parts 2 and 3 of the Program to be carried out by NAEB; and
  - (c) cause Parts 2, 3 and 4 of the Program to be carried out by RAB;
- all in accordance with the provisions of Article II of the Standard Conditions and the Program Agreements.
- 2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Program is carried out in accordance with the provisions of Schedule 2 to this Agreement.

**Article III  
The Grant**

- 3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount not to exceed seventeen million United States Dollars (USD 17,000,000.00) ("Grant") to assist in financing the Program.
- 3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.
- 3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

**Article IV  
Additional Remedies**

- 4.01. The Additional Events of Suspension referred to in Section 4.02 (k) of the Standard Conditions consist of the following:

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- (a) The Recipient has taken or permitted to be taken any action which would prevent or interfere with the performance by any of the Program Implementing Entities of its obligations under its Program Agreement.
- (b) Any of the Program Implementing Entities has failed to perform any obligation under its Program Agreement.
- (c) IBRD or IDA has declared any of the Program Implementing Entities ineligible to receive proceeds of any financing made by IBRD or IDA, or otherwise to participate in the preparation or implementation of any project or program financed in whole or in part by IBRD or IDA (including as administrator of funds provided by another financier), as a result of: (i) a determination by IBRD or IDA that any of the Program Implementing Entities has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of any financing made by IBRD or IDA; and/or (ii) a declaration by another financier that any of the Program Implementing Entities is ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project or program financed in whole or in part by such financier as a result of a determination by such financier that any of the Program Implementing Entities has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier.
- (d) As a result of events which have occurred after the date of this Agreement, an extraordinary situation has arisen which makes it improbable that any of the Program Implementing Entities will be able to perform its obligations under its Program Agreement.
- (e) any of the Program Implementing Entities' Legislation has been amended, suspended, abrogated, repealed, or waived so as to affect materially and adversely the ability of the applicable Program Implementing Entity to perform any of its obligations under its Program Agreement; and
- (f) the Program has been modified or suspended so as to affect materially and adversely the ability of the Recipient to achieve the objective of the Program.

#### **Article V** **Effectiveness; Termination**

- 5.01 This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the conditions specified below have been satisfied.



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- (a) The execution and delivery of this Agreement on behalf of the Recipient and the Program Agreements on behalf of the Program Implementing Entities have been duly authorized or ratified by all necessary governmental and corporate action.
  - (b) The Subsidiary Agreements referred to in Sections I.B and I.C of Schedule 2 to this Agreement have been executed on behalf of the Recipient and the Program Implementing Entities.
- 5.02. As part of the evidence to be furnished pursuant to Section 5.01 (a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing the following matters:
- (a) on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms;
  - (b) on behalf of the Program Implementing Entities, that the Program Agreements have been duly authorized or ratified by, and executed and delivered on their behalf and are legally binding in accordance with their terms; and
  - (c) the Subsidiary Agreements referred to in Section I.B and I.C of Schedule 2 to this Agreement have been duly authorized or ratified by the Recipient and the Program Implementing Entities and are legally binding upon each such party in accordance with their terms.
- 5.03 Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date 90 days after the date of this Agreement, unless the Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The Bank shall promptly notify the Recipient of such later date.

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

- 6.01. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its minister responsible for finance.
- 6.02. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:
- Ministry of Finance and Economic Planning  
P. O. Box 158

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Kigali  
Rwanda

Facsimile:  
250-25257-75-81

E-mail:  
mfin@minecofin.gov.rw

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

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

Telex:

Facsimile:

248423 (MCI) or  
64145 (MCI)

1-202-477-6391

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

**REPUBLIC OF RWANDA**

By



[Signature]  
Authorized Representative

Name: Uzziel Ndagijimana

Title: Minister of Finance and  
Economic Planning

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION**  
acting as administrator of the Transformation of Agriculture  
Sector Program 4 Program-for-Results Phase 2 Multi-Donor  
Trust Fund

By



[Signature]  
Authorized Representative

Name: Mr. Hagez M.H. Ghanem

Title: Vice President, Africa Region  
World Bank

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## **SCHEDULE 1**

### **Program Description**

The objective of the Program is to promote the commercialization of agricultural value chains in Rwanda.

The Program consists of the following activities:

#### **Part 1. Policy and Organizational Reform**

Improving the structure and capacity of MINAGRI to strengthen agricultural sector analysis, associated policy reforms and to design financing mechanisms and business models to attract private sector investment in the agricultural sector, including through, *inter alia*: (i) organizational review of MINAGRI; (ii) organizational development plan for MINAGRI; (iii) the development of a private sector leveraging strategy for the agricultural sector that sets out selection criteria, including on environmental and social management criteria, to screen potential private investments; and (iv) the design and operationalization of agricultural platforms.

#### **Part 2. Enabling Agricultural Commercialization**

Enhancing the quality of public investments in essential value chains services to leverage commercial agriculture including through, *inter alia*: (i) design and implementation of national public-private dialogues; and (ii) new investments in sustainable irrigation and terracing.

#### **Part 3. Delivery of Improved Agricultural Value Chain Services**

Fostering competitive agricultural value chain services including through, *inter alia*: (i) increasing the use of private sector service delivery, such as, for example, out-grower services and productive partnerships; and (ii) expanding access to information and financial services.

#### **Part 4. Efficiency in Public Expenditures**

Supporting MINAGRI, NAEB and RAB in improving efficiency in public expenditure, including, *inter alia*, improved budget execution and audits.

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## **SCHEDULE 2**

### **Program Execution**

#### **Section I. Implementation Arrangements**

##### **A. Program Fiduciary, Environmental and Social Systems**

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

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

##### **B. RAB Subsidiary Agreement**

- (a) To facilitate the carrying out of the RAB's Respective Parts 2, 3 and 4 of the Program, the Recipient shall make part of the proceeds of the Grant available to the RAB under a subsidiary agreement between the Recipient and the RAB, under terms and conditions approved by the World Bank, which shall include, *inter alia*, providing part of the proceeds of the Grant on a grant basis ("RAB Subsidiary Agreement").
- (b) The Recipient shall exercise its rights under the RAB Subsidiary Agreement in such manner as to protect the interests of the Recipient and the World Bank and to accomplish the purposes of the Grant.
- (c) Except as the World Bank shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive the RAB Subsidiary Agreement or any of its provisions.

##### **C. NAEB Subsidiary Agreement**

1. To facilitate the carrying out of the NAEB's Respective Parts 2 and 3 of the Program, the Recipient shall make part of the proceeds of the Grant available to NAEB under a subsidiary agreement between the Recipient and NAEB, under terms and conditions approved by the World Bank, which shall include, *inter alia*,

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providing part of proceeds of the Grant on a grant basis ("NAEB Subsidiary Agreement").

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

**D. Additional Program Implementation Arrangements**

1. Program Institutions

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

2. Program Operational Manual (POM)

- (a) Within three (3) months from the date on which this Agreement is declared effective, the Recipient shall update the POM in accordance with terms of reference acceptable to the World Bank and adopt the updated POM.
- (b) Without limitation on the generality of Part A of this Section I, the Recipient shall carry out the Program or cause the Program to be carried out, in accordance with the POM containing detailed institutional, administrative, financial, environmental and social, technical and operational guidelines and procedures for the implementation of the Program, including a description of the PSTA4 and the roles and responsibilities of each of the Program Implementing Entities, and thereafter, carry out the Program and cause the Program Implementing Entities to carry out the Program, in accordance with such operational manual, as shall have been approved by the World Bank ("Program Operational Manual").
- (c) The Recipient shall not amend, abrogate or suspend, or permit to be amended, abrogated or suspended, any provision of the Program

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Operational Manual, without the prior written agreement of the World Bank.

- (d) Notwithstanding the foregoing, if any provision of said Program Operational Manual is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

3. Program Action Plan

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

**E. Anti-Corruption**

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

**Section II. Excluded Activities**

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

- A. in the opinion of the World Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost US\$75 million equivalent or more per contract; (2) goods, estimated to cost US\$50 million equivalent or more per contract; (3) non-consulting services, estimated to cost US\$50 million equivalent or more per contract; (4) consulting services, estimated to cost US\$20 million equivalent or more per contract; or (5) information technology system estimated to cost US\$50 million equivalent or more per contract.

**Section III. Program Monitoring, Reporting and Evaluation; Audits**

**A. Program Reports**

The Recipient shall monitor and evaluate the progress of the Program and prepare Program Reports in accordance with the provisions of Section 2.06 of the Standard Conditions. Each Program Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

**B. Verification of Program Results**

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

- (a) vest in the Office of the Auditor General the responsibility of undertaking the verification of compliance of the DLIs/DLRs, which are set forth in the table in Section IV.A.2 of this Schedule; and
- (b) cause the Office of the Auditor General ("OAG") to, not later than thirty (30) days after the verification of compliance of said DLIs/DLRs has been completed, prepare and furnish to the Recipient and the World Bank, a report on the results of said verification of compliance process of such scope and in such detail as the World Bank shall reasonably request.

**C. Program Financial Audits**

Without limitation on the generality of Section I.A of this Schedule 2 and Section 2.07 of the Standard Conditions, the Recipient shall have its Financial Statements for the Program audited in accordance with the provisions of Section 2.07 (b) of the Standard Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient commencing with the fiscal year in which the first withdrawal was made. The audited Financial Statements for such period shall be furnished to the World Bank not later than ten (10) months after the end of such period.

**Section IV. Withdrawal of Grant Proceeds**

**A. General**

- 1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of Article III of the Standard Conditions, this Section, and such



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additional instructions as the World Bank may specify from time to time by notice to the Recipient to finance the results ("Disbursement Linked Results" or "DLRs") achieved by the Recipient and or the Program Implementing Entities, as measured against specific indicators ("Disbursement Linked Indicators" or "DLIs"); all as set forth in the table in paragraph 2 of this Part A.

2. The following table specifies each category of withdrawal of the proceeds of the Grant (including the Disbursement Linked Indicators as applicable) ("Category"), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Grant to each Category:

Category (including Disbursement Linked Indicator as applicable)	Disbursement Linked Result (as applicable)	Amount of the Grant Allocated (expressed in USD)	Disbursement Calculation Formula
(1) DLI #1: Organizational development plan successfully prepared and implementation on track	DLR # 1.1: Organizational review, including capacity needs assessment of MINAGRI completed and new functional structures in place	4,163,265	DLR # 1.1: 4,163,265
	DLR # 1.2: Organizational development plan for MINAGRI prepared and approved		DLR # 1.2: 0
	DLR # 1.3: Upgrade of human resources management function completed		DLR # 1.3: 0

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(2) DLI #2: Improved analytical and policy reform competencies demonstrated	<p>DLR # 2.1: Private sector leveraging strategy with implementation plan published</p> <p>DLR # 2.2: Annual Report by MINAGRI on public-private investment in agriculture published</p> <p>DLR # 2.3: Agricultural input subsidy schemes reviewed, alternative models for increasing efficiency assessed, reforms agreed and implemented</p>	4,163,265	<p>DLR # 2.1: 4,163,265</p> <p>DLR # 2.2: 0</p> <p>DLR # 2.3: 0</p>
(3) DLI #3: Digital information platforms designed and operational	<p>DLR # 3.1: A common data warehouse platform is designed and ready for use, whereby existing data in MIS and ALIS I are fully interfaced (at least down to the level of all districts)</p> <p>DLR # 3.2: The Farmer registration application and ALIS II are fully interfaced with MIS and ALIS I in</p>	2,602,041	<p>DLR # 3.1: 2,602,041</p> <p>DLR # 3.2: 0</p>

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	<p>the common data warehouse platform. Both, farmer registration and ALIS II, will hold data covering all districts</p> <p>DLR#3.3: The Livestock registration application (holding cow data with national coverage) will be interfaced with MIS, ALIS I and ALIS II, farmer registration application in common data warehouse platform</p> <p>DLR# 3.4: Sector performance dash board is in place and publicly accessible online, whereby it provides reports on national agricultural macro indicators, national indicator of food Security and PSTA4 results indicators</p>		<p>DLR# 3.3: 0</p> <p>DLR # 3.4: 0</p>
(4) DLI #4: Mechanism to strengthen agriculture public-private dialogues (Ag.	DLR# 4.1: Two mechanisms designed, piloted, and budgeted: (1) national agriculture public-private	2,602,041	DLR# 4.1: 2,602,041

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PPD) and agriculture value chain platforms designed and implemented	<p>dialogues on themes with strategic relevance</p> <p>(2) commodity value chain platforms</p> <p>DLR# 4.2: Two national agriculture public-private dialogues held and at least 3 agriculture value chain platforms established with operating plans</p> <p>DLR# 4.3: Additional 2 agriculture public-private dialogues held</p> <p>DLR# 4.4: Agriculture value chain platforms are fully functional and yielded evidence of satisfactory results (as per monitoring and evaluation of operating plan)</p>		<p>DLR# 4.2: 0</p> <p>DLR# 4.3: 0</p> <p>DLR# 4.4: 0</p>
(5) DLI #5: New irrigation area identified, developed and/or managed where commercial viability has been a determining appraisal criterion	DLI #5.1: Number of Ha. identified, developed and put under recognized PPP increased to 2,940 Ha.	0	DLR #5.1: 0 for which an amount of 0 is allocated for each additional Ha. of land identified, developed and put under recognized PPP

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(baseline is 0 Ha.)			
(6) DLI #6: New terracing area identified, developed and/or managed where commercial viability has been a determining appraisal criterion (baseline is 0 Ha.)	DLR #6.1: Number of Ha. identified, developed and put under recognized PPP increased to 3,055 Ha.	0	DLR #6.1: 0 for which an amount of 0 is allocated for each additional Ha. of land identified, developed and put under recognized PPP
(7) DLI #7: Volume of private sector investment (in US\$) matching public financing in PPP infrastructure project (baseline is \$0)	DLR #7: Volume of private sector investment (in US\$) matching public financing in PPP infrastructure projects has increased to \$11,150,000	0	DLR #7: 0 for which an amount of 0 is allocated for each additional \$1,000,000
(8) DLI #8: Private sector extension service models designed, launched and achieving positive response (baseline is 0 households reached non-outgrower scheme and 0 new farm households outgrower schemes)	DLR #8.1: The number of farm households reached by private advisory services (non-outgrower scheme) has increased to 14,000  DLR #8.2: The number of new farm household participating in outgrower schemes has increased to 10,000	0	DLR #8.1: 0 for which an amount of 0 is allocated for each additional farm household reached  DLR #8.2: 0 for which an amount of 0 is allocated for each additional farm household reached
(9) DLI #9: Reform of RAB	DLR #9.1: Implementation plan for RAB	3,469,388	DLR #9.1: 3,469,388

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	restructuring order prepared and approved by its Board		
	DLR#9.2: +/-3% Deviation between budget and outturn expenditure 2019/20		DLR #9.2: 0
	DLR#9.3: Unqualified audit opinion on the financial statement of RAB		DLR #9.3: 0
TOTAL AMOUNT		17,000,000.00	

**B. Withdrawal Conditions; Withdrawal Period**

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
  - (a) for purposes of Section 3.04 of the Standard Conditions (renumbered as such pursuant to paragraph 5 of Section II of the Appendix to this Agreement and relating to Program Expenditures), for DLRs achieved prior to the date of this Agreement.
  - (b) for any DLR, until and unless the Recipient has furnished evidence satisfactory to the World Bank that said DLR has been achieved, including verification reports from the OAG, as the case may be, in accordance with procedures and arrangements and verification protocols satisfactory to the World Bank; or
  - (c) for any DLR under Category (5), (6), (7) or (8), until and unless the Recipient has furnished evidence satisfactory to the World Bank that: (i) a private sector leveraging strategy, including a detailed environmental and social screening checklist for private sector or PPP investments, has been adopted by the Recipient, in form and substance satisfactory to the World Bank; and (ii) the necessary prior environmental and social permit and licenses for any Program investments have been obtained, in form and substance satisfactory to the World Bank.

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2. Notwithstanding the provisions of Part B.1(b) of this Section, the Recipient may withdraw: (i) an amount not to exceed 25% of the Grant as an advance; provided, however, that if the DLRs in the opinion of the World Bank, are not achieved (or only partially achieved) by the Closing Date, the Recipient shall refund such advance (or portion of such advance as determined by the World Bank in accordance with the provisions of paragraph (3) of this Part B) to the World Bank promptly upon notice thereof by the World Bank. Except as otherwise agreed with the Recipient, the World Bank shall cancel the amount so refunded. Any further withdrawals requested as an advance under any Category shall be permitted only on such terms and conditions as the World Bank shall specify by notice to the Recipient.
3. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs have not been achieved by the date by which said DLR is set to be achieved, the World Bank may, by notice to the Recipient: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Grant then allocated to said Category which, in the opinion of the World Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the Disbursement Calculation Formula set out in column 4 of the table above; (b) reallocate all or a portion of the proceeds of the Grant then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Grant then allocated to said DLR.
4. The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 31, 2021.
5. Notwithstanding the foregoing provisions of this Section IV, if at any time after the Closing Date the Recipient has failed to provide evidence satisfactory to the World Bank that the amount of the Grant withdrawn from the Grant Account does not exceed the total amount of Program Expenditures, the Recipient shall, promptly upon notice from the World Bank, refund to the World Bank such excess amount of the Grant withdrawn from the Grant Account. The World Bank shall cancel the refunded amount of the Grant withdrawn from the Grant Account.

## APPENDIX

### Section I. Definitions

1. “Agriculture Land Information System I” or “ALIS I” means the geo-spatial and static information system that maps public parcels for agriculture.
2. “ALIS II” means the geo-spatial and static information system that maps public parcels for agriculture that also incorporates weather data.
3. “Anti-Corruption Guidelines” means the “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing”, dated February 1, 2012, and revised July 10, 2015.
4. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
5. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
6. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Grant allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
7. “Financing Agreement” means the agreement for Transformation of Agriculture Sector Program 4 Phase 2, between the Republic of Rwanda and the International Development Association, dated May 31, 2018 (Credit Number 6256-RW).
8. “Fiscal Year” or “FY” means the financial year of the Recipient commencing July 1 of every calendar year and ending June 30 of the subsequent year.
9. “Ha.” means an area of land equivalent to 10,000 sq. meters.
10. “MINAGRI” means the Recipient’s ministry in charge of agriculture; or any successor thereto acceptable to the World Bank.
11. “MIS” means the Management Information System of MINAGRI.
12. “NAEB” means the National Agricultural Exports Development Board, the Recipient’s agency established and operating under the NAEB Legislation.



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13. "NAEB Legislation" means the Recipient's Law No 39/2010 of 25/11/2010.
14. "NAEB Subsidiary Agreement" means the agreement referred to in Section I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to NAEB.
15. "Office of the Auditor General" or "OAG" means the Recipient's Office of the Auditor General, or any successor agency thereto satisfactory to the World Bank.
16. "PPP" means public-private partnership.
17. "Program Action Plan" means the Recipient's plan dated April 30, 2018 and referred to in Section I.C.3. of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the World Bank.
18. "Program Fiduciary and Environmental and Social Systems" means the Recipient's and Program Implementing Entities' systems for the Program referred to in Section I.A of Schedule 2 to this Agreement.
19. "Program Implementing Entities" means NAEB and RAB.
20. "Program Implementing Entities' Legislation" means the NAEB Legislation and RAB Legislation.
21. "Program Operational Manual" and "POM" means the manual adopted by the Recipient, for the implementation of the Program, in form and substance satisfactory to the World Bank, pursuant to Section I.D.2. of Schedule 2 to this Agreement, as the same may be updated from time to time with the prior written agreement of the World Bank.
22. "PSTA4" means the Recipient's Strategic Plan for Agricultural Transformation.
23. "RAB" means the Rwanda Agriculture and Animal Resources Development Board, a legally independent entity established and operating pursuant to the RAB Legislation.
24. "RAB Legislation" means Recipient's Law No. 38/2010 of 25/11/2010.
25. "RAB Subsidiary Agreement" means the agreement referred to in Section I.B. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to RAB.
26. "Selected Public Agricultural Institutions" means MINAGRI, NAEB and RAB.

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27. "Standard Conditions" means the "Standard Conditions for Grants Made by the World Bank Out of Various Funds", dated February 15, 2012, with the modifications set forth in Section II of this Appendix.
28. "Subsidiary Agreements" means the agreements referred to in Section I.B. and I.C. of Schedule 2 to this Agreement pursuant to which the Recipient shall make the proceeds of the Grant available to NAEB and RAB.

**Section II. Modifications to the Standard Conditions**

The Standard Conditions are modified as follows:

1. Wherever used throughout the Standard Conditions, the term "the Project" is modified to read "the Program", the term "Project Report" is modified to read "Program Report", and the term "Eligible Expenditure" is modified to read "Program Expenditure".
2. Section 3.03, *Special Commitment by the World Bank*, is deleted in its entirety, and the subsequent Sections in Article III are renumbered accordingly.
3. In Section 3.03 (originally numbered as Section 3.04), the phrase "or to request the World Bank to enter into a Special Commitment" is deleted.
4. The section originally numbered as Section 3.05, *Designated Accounts*, is deleted in its entirety, and the subsequent Sections in Article III are renumbered accordingly.
5. Paragraph (a) of Section 3.04 (originally numbered as Section 3.06), *Eligible Expenditures* (renamed "Program Expenditures" in accordance with paragraph 1 of this Section II), is modified to read: "(a) the payment is for the reasonable cost of expenditures required for the Program and to be financed out of the proceeds of the Grant in accordance with the provisions of the Grant Agreement;"
6. Paragraph (a) of Section 3.05 (originally numbered as Section 3.07), *Financing Taxes*, is modified to read: "(a) The Grant Agreement may specify that the proceeds of the Grant may not be withdrawn to pay for Taxes levied by, or in the territory of, the Member Country on or in respect of Program Expenditures, or on their importation, manufacture, procurement or supply. In such case, if the amount of any such Taxes decreases or increases, the World Bank may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such limitation on withdrawals."
7. The last sentence of Section 3.05 (originally numbered as Section 3.07), *Financing Taxes*, is modified to read: "To that end, if the World Bank at any time determines

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that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the World Bank may, by notice to the Recipient, exclude such amount or such Tax from the Program Expenditures to be financed out of the proceeds of the Grant specified in the Grant Agreement, as required to ensure consistency with such policy of the World Bank.”.

8. Section 3.06 (originally numbered as Section 3.08), *Reallocation*, is modified to read: “Notwithstanding any allocation of an amount of the Grant to a withdrawal category under the Grant Agreement, the World Bank may, by notice to the Recipient, reallocate any other amount of the Grant to such category if the World Bank reasonably determines at any time that such reallocation is appropriate for the purposes of the Program.”
9. Section 4.01, *Cancellation by the Recipient*, is modified to read: “The Recipient may, by notice to the World Bank, cancel any unwithdrawn amount of the Grant.”
10. Paragraph (d) of Section 4.03, *Cancellation by the World Bank*, entitled “Misprocurement”, is deleted, and subsequent paragraph (e) is re-lettered accordingly.
11. Section 4.04, *Amounts Subject to Special Commitment Unaffected*, is deleted in its entirety, and subsequent Sections in Article IV and references to such Sections are renumbered accordingly.
12. In the **Appendix, Definitions**, all references to Section numbers are modified, as necessary, to reflect the modifications set forth above. In addition, the definition of the term “Special Commitment” set forth in paragraph 22 is deleted in its entirety, and all subsequent paragraphs are renumbered accordingly.

**Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 90/01 ryo ku wa 29/07/2019 ryemeza burundu Amasezerano y'impano yashyiriweho umukono i Kigali, mu Rwanda ku wa 16 Gicurasi 2019, hagati ya Repubulika y'u Rwanda na Banki Mpuzamahanga y'Iterambere/Ikigega Mpuzamahanga gitsura Amajyambere nk'urwego ruyobora Ikigega gihuriweho n'abaterankunga ba gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi mu rwego rwa gahunda ishingiyeye ku musaruro icyiciro cya 2, yerekeranye n'impano ingana na miliyoni cumi na zirindwi z'Amadolari y'Abanyamerika (17.000.000 USD) agenewe gahunda ya 4 yo kuvugurura urwego rw'ubuhinzi icyiciro cya 2**

**Seen to be annexed to Presidential Order n° 90/01 of 29/07/2019 ratifying the Grant Agreement, signed at Kigali, Rwanda on 16 May 2019, between the Republic of Rwanda and the International Bank for Reconstruction and Development/International Development Association acting as administrator of the transformation of agriculture sector Program 4 Program-for-Results Phase 2 Multi-Donor Trust Fund, relating to the grant of seventeen million American Dollars (USD 17,000,000) for transformation of agriculture sector Program 4 Phase 2**

**Vu pour être annexé à l'Arrêté Présidentiel n° 90/01 du 29/07/2019 ratifiant l'Accord de don, signé à Kigali, au Rwanda le 16 mai 2019, entre la République du Rwanda et la Banque Internationale pour la Reconstruction et le Développement/l'Association Internationale de Développement agissant en qualité d'administrateur du Fonds fiduciaire multi-donateur du quatrième programme de transformation du secteur agricole phase 2 du programme pour les résultats, relatif au don de dix-sept millions de Dollars Américains (17.000.000 USD) pour le quatrième programme de transformation du secteur agricole phase 2**

Kigali, ku wa 29/07/2019

(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

Kigali, on 29/07/2019

(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

Kigali, le 29/07/2019

(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 MINISITIRI W'INTEBE  
N° 80/03 RYO KU WA 30/07/2019  
RIGENA URWEGO RUREBERERA  
IKIGO GISHINZWE IMICUNGIRE  
N'IMIKORESHEREZE Y'UBUTAKA  
MU RWANDA**

**PRIME MINISTER'S ORDER N° 80/03  
OF 30/07/2019 DETERMINING THE  
SUPERVISING ORGAN OF RWANDA  
LAND MANAGEMENT AND USE  
AUTHORITY**

**ARRÊTÉ DU PREMIER MINISTRE N°  
80/03 DU 30/07/2019 DÉTERMINANT  
L'ORGANE DE TUTELLE DE  
L'OFFICE RWANDAIS DE GESTION  
ET D'UTILISATION FONCIÈRES**

**ISHAKIRO**

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**ITEKA RYA MINISITIRI W'INTEBE  
N° 80/03 RYO KU WA 30/07/2019  
RIGENA URWEGO RUREBERERA  
IKIGO GISHINZWE IMICUNGIRE  
N'IMIKORESHEREZE Y'UBUTAKA  
MU RWANDA**

**PRIME MINISTER'S ORDER N° 80/03  
OF 30/07/2019 DETERMINING THE  
SUPERVISING ORGAN OF RWANDA  
LAND MANAGEMENT AND USE  
AUTHORITY**

**ARRÊTÉ DU PREMIER MINISTRE N°  
80/03 DU 30/07/2019 DÉTERMINANT  
L'ORGANE DE TUTELLE DE  
L'OFFICE RWANDAIS DE GESTION  
ET D'UTILISATION FONCIÈRES**

**Minisitiri w'Intebe,**

**The Prime Minister,**

**Le Premier Ministre,**

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 119, iya 120, iya 122 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 119, 120, 122 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 119, 120, 122 et 176;

Ashingiye ku Itegeko n° 05/2017 ryo ku wa 03/02/2017 rishyiraho Ikigo Gishinzwe Imicungire n'Imikoreshereze y'Ubutaka mu Rwanda rikanagena inshingano, imiterere n'imikorere byacyo, cyane cyane mu ngingo yaryo ya 6;

Pursuant to Law n° 05/2017 of 03/02/2017 establishing Rwanda Land Management and Use Authority and determining its mission, organisation and functioning, especially in Article 6;

Vu la Loi n° 05/2017 du 03/02/2017 portant création de l'Office Rwandais de Gestion et d'Utilisation Foncières et déterminant ses missions, son organisation et son fonctionnement, spécialement en son article 6;

Bisabwe na Minisitiri w'Ibidukikije;

On proposal by the Minister of Environment;

Sur proposition du Ministre de l'Environnement;

Inama y'Abaminisitiri, yateranye ku wa 07/06/2019, imaze kubisuzuma no kubyemeza;

After consideration and approval by the Cabinet, in its session of 07/06/2019;

Après examen et adoption par le Conseil des Ministres, en sa séance du 07/06/2019;

**ATEGETSE:**

**ORDERS:**

**ARRÊTE:**

**Ingingo ya mbere: Urwego rureberera**

Urwego rureberera Ikigo Gishinzwe Imicungire n'Imikoreshereze y'Ubutaka mu Rwanda ni Minisiteri y'Ibidukikije.

**Article One: Supervising organ**

The supervising organ of Rwanda Land Management and Use Authority is the Ministry of Environment.

**Article premier: Organe de tutelle**

L'organe de tutelle de l'Office Rwandais de Gestion et d'Utilisation Foncières est le Ministère de l'Environnement.

**Ingingo ya 2: Ushinzwe gushyira mu bikorwa iri teka**

Minisitiri w'Ibidukikije ashinzwe gushyira mu bikorwa iri teka.

**Article 2: Authority responsible for the implementation of this Order**

The Minister of Environment is entrusted with the implementation of this Order.

**Article 2: Autorité chargée de l'exécution du présent arrêté**

Le Ministre de l'Environnement est chargé de l'exécution du présent arrêté.

**Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka**

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

**Article 3: Repealing provision**

All prior provisions contrary to this Order are repealed.

**Article 3: Disposition abrogatoire**

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

**Ingingo ya 4: Igihe iri teka ritangirira gukurikizwa**

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

**Article 4: Commencement**

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

**Article 4: Entrée en vigueur**

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

Kigali, ku wa 30/07/2019

Kigali, on 30/07/2019

Kigali, le 30/07/2019



(sé)  
**Dr NGIRENTE Edouard**  
Minisitiri w'Intebe

(sé)  
**Dr NGIRENTE Edouard**  
Prime Minister

(sé)  
**Dr NGIRENTE Edouard**  
Premier Ministre

(sé)  
**Dr BIRUTA Vincent**  
Minisitiri w'Ibidukikije

(sé)  
**Dr BIRUTA Vincent**  
Minister of Environment

(sé)  
**Dr BIRUTA Vincent**  
Ministre de l'Environnement

**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 MINISITIRI W'INTEBE  
N° 81/03 RYO KU WA 30/07/2019  
RISEZERERA NTA MPAKA *HEAD OF  
DEPARTMENT***

**PRIME MINISTER'S ORDER N° 81/03  
OF 30/07/2019 AUTOMATICALLY  
REMOVING FROM OFFICE A HEAD  
OF DEPARTMENT**

**ARRÊTÉ DU PREMIER MINISTRE N°  
81/03 DU 30/07/2019 PORTANT  
DÉMISSION D'OFFICE D'UN *HEAD  
OF DEPARTMENT***

**ISHAKIRO**

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**Article 2: Autorités chargées de  
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zinyuranyije n'iri teka**

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**Article 3: Disposition abrogatoire**

**Ingingo ya 4: Igihe iri teka ritangirira  
gukurikizwa**

**Article 4: Commencement**

**Article 4: Entrée en vigueur**

**ITEKA RYA MINISITIRI W'INTEBE  
N° 81/03 RYO KU WA 30/07/2019  
RISEZERERA NTA MPAKA HEAD  
OF DEPARTMENT**

**PRIME MINISTER'S ORDER N° 81/03  
OF 30/07/2019 AUTOMATICALLY  
REMOVING FROM OFFICE A HEAD  
OF DEPARTMENT**

**ARRÊTÉ DU PREMIER MINISTRE N°  
81/03 DU 30/07/2019 PORTANT  
DÉMISSION D'OFFICE D'UN HEAD  
OF DEPARTMENT**

**Minisitiri w'Intebe;**

**The Prime Minister;**

**Le Premier Ministre;**

Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 119, iya 120, iya 122 n'iya 176;

Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 119, 120 and 176;

Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 119, 120 et 176;

Ashingiye ku Itegeko n° 86/2013 ryo ku wa 11/09/2013 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo zaryo, iya 93 n'iya 94;

Pursuant to Law n° 86/2013 of 11/09/2013 establishing the general statutes for public service, especially in Articles 93 and 94;

Vu la Loi n° 86/2013 du 11/09/2013 portant statut général de la fonction publique, spécialement en ses articles 93 et 94;

Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;

On proposal by the Minister of Public Service and Labour;

Sur proposition du Ministre de la Fonction Publique et du Travail;

**ATEGETSE:**

**ORDERS:**

**ARRÊTE:**

**Ingingo ya mbere: Isezererwa nta mpaka**

**Article One: Automatic removal from office**

**Article premier: Démission d'office**

Bwana NZITABAKUZE Claudien wari *Head of Department* mu Kigo gishinzwe Guteza Imbere Uburezi mu Rwanda (REB) asezerewe nta mpaka kuri uwo mwanya kubera ibura ry'umurimo.

Mr NZITABAKUZE Claudien who was Head of Department in Rwanda Education Board (REB) is automatically removed from office due to job discontinuance.

M. NZITABAKUZE Claudien qui était *Head of Department* au sein de l'Office pour la Promotion de l'Éducation au Rwanda (REB) est démis d'office de ses fonctions pour cause de manque d'emploi.

**Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka**

Minisitiri w'Abakozi ba Leta n'Umurimo na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka.

**Article 2: Authorities responsible for the implementation of this Order**

The Minister of Public Service and Labour and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.

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

Le Ministre de la Fonction Publique et du Travail et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté.

**Ingingo ya 3: Ivanwaho ry'ingingo zinyuranyije n'iri teka**

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

**Article 3: Repealing provision**

All prior provisions contrary to this Order are repealed.

**Article 3: Disposition abrogatoire**

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

**Ingingo ya 4: Igihe iri teka ritangirira gurikizwa**

Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera ku wa 19/05/2019.

**Article 4: Commencement**

This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 19/05/2019.

**Article 4: Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 19/05/2019.

Kigali, ku wa 30/07/2019

(sé)  
**Dr NGIRENTE Edouard**  
Minisitiri w'Intebe

(sé)  
**RWANYINDO KAYIRANGWA Fanfan**  
Minisitiri w'Abakozi ba Leta n'Umurimo

**Bibonywe kandi bishyizweho Ikirango  
cya Repubulika:**

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

Kigali, on 30/07/2019

(sé)  
**Dr NGIRENTE Edouard**  
Prime Minister

(sé)  
**RWANYINDO KAYIRANGWA Fanfan**  
Minister of Public Service and Labour

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

(sé)  
**BUSINGYE Johnston**  
Minister of Justice/Attorney General

Kigali, le 30/07/2019

(sé)  
**Dr NGIRENTE Edouard**  
Premier Ministre

(sé)  
**RWANYINDO KAYIRANGWA Fanfan**  
Ministre de la Fonction Publique et du  
Travail

**Vu et scellé du Sceau de la République:**

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