

Ibirimo/Summary/Sommaire

page/urup.

A. Amategeko / Laws / Lois

N° 32 /2019 ryo ku wa 07/10/2019

Itegeko ryemera kwemeza burundu Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga (JICA) na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Kanama 2019.....4

N° 32/2019 of 07/10/2019

Law approving ratification of the Loan Agreement between the Japan International Cooperation Agency (JICA) and the Government of the Republic of Rwanda, relating to the loan of ten billion Japanese Yen (¥ 10,000,000,000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda on 16 August 2019.....4

N° 32/2019 du 07/10/2019

Loi approuvant la ratification de l'Accord de prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le Gouvernement de la République du Rwanda, relatif au prêt de dix milliards de Yen Japonais (10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signé à Kigali, au Rwanda le 16 août 2019.....4

N° 33/2019 ryo ku wa 07/10/2019

Itegeko ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda z'Amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 02 Nzeri 2019.....31

N° 33/2019 of 07/10/2019

Law approving ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90,000,000) for the third Rwanda energy sector development policy financing, signed at Kigali, Rwanda on 02 September 2019.....31

N° 33/2019 du 07/10/2019

Loi approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix millions de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de développement du secteur de l'énergie au Rwanda signé à Kigali, au Rwanda le 02 septembre 2019.....31

B. Amateka ya Perezida / Presidential Orders / Arrêtés Présidentiels

N° 109/01 ryo ku wa 07/10/2019

Iteka rya Perezida ryemeza burundu Amasezerano y'Inguzanyo hagati y'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA) na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2019.....48

N° 109/01 of 07/10/2019

Presidential Order ratifying the Loan Agreement between the Japan International Cooperation Agency (JICA) and the Government of the Republic of Rwanda, relating to the loan of ten billion Japanese Yen (¥ 10,000,000,000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda, on 16 August 2019.....48

N° 109/01 du 07/10/2019

Arrêté Présidentiel ratifiant l'Accord de prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le Gouvernement de la République du Rwanda, relatif au prêt de dix milliards de Yen Japonais (10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signé à Kigali, au Rwanda, le 16 août 2019.....48

N° 110/01 ryo ku wa 07/10/2019

Iteka rya Perezida ryemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda z'Amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 02 Nzeri 2019.....75

N° 110/01 of 07/10/2019

Presidential Order ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90,000,000) for the third Rwanda energy sector development policy financing, signed at Kigali, Rwanda, on 02 September 2019.....75

N° 110/01 du 07/10/2019

Arrêté Présidentiel ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix millions de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 02 septembre 2019.....75

N° 111/01 ryo ku wa 07/10/2019

Iteka rya Perezida ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Uburusiya, ku bufatanye mu rwego rw'ikoresha ry'ingufu za nukeleyeri mu buryo bugamije amahoro, yakorewe i Mosiku ku wa 5 Ukuboza 2018.....93

N° 111/01 of 07/10/2019

Presidential Order ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the field of the use of nuclear energy for peaceful purposes, done at Moscow on 5 December 2018.....93

N° 111/01 du 07/10/2019

Arrêté Présidentiel ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans le domaine de l'utilisation de l'énergie nucléaire à des fins pacifiques, fait à Moscou, le 5 décembre 2018.....93

C. Amateka ya Minisitiri w'Intebe / Prime Minister's Orders / Arrêtés du Premier Ministre

N° 221/03 ryo ku wa 07/10/2019

Iteka rya Minisitiri w'Intebe rivana ubutaka mu mutungo rusange wa Leta bugashyirwa mu mutungo bwite wa Leta rikanabutanga.....114

N° 221/03 of 07/10/2019

Prime Minister's Order transferring a land from State public domain to State private domain and allocating the land.....114

N° 221/03 du 07/10/2019

Arrêté du Premier Ministre portant désaffectation d'une terre du domaine public de l'état au domaine privé de l'état et son allocation.....114

N° 222/03 ryo ku wa 07/10/2019

Iteka rya Minisitiri w'Intebe rigena imishahara n'ibindi bigenerwa abakozi bunganira mu Bushinjacyaha Bukuru.....118

N° 222/03 of 07/10/2019

Prime Minister's Order determining salaries and fringe benefits for support staff in National Public Prosecution Authority.....118

N° 222/03 du 07/10/2019

Arrêté du Premier Ministre déterminant les salaires et avantages alloués au personnel d'appui au sein de l'Organe National de Poursuite Judiciaire.....118

N° 223/03 ryo ku wa 07/10/2019

Iteka rya Minisitiri w'Intebe rigena imbonerahamwe y'imyanya y'imirimo y'Ubushinjacyaha Bukuru.....128

N° 223/03 of 07/10/2019

Prime Minister's Order determining organisational structure of the National Public Prosecution Authority.....128

N° 223/03 du 07/10/2019

Arrêté du Premier Ministre portant structure organisationnelle de l'Organe National de Poursuite Judiciaire.....128

ITEGEKO N° 32/2019 RYO KU WA 07/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA) NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYARI ICUMI Z'AMAYENI Y'UBUYAPANI (10.000.000.000 ¥) AGENEWE POLITIKI Y'URWEGO RW'UBUHINGZI YO KUNOZA IMIRIRE BINYUZE MU MAVUGURURA Y'UBUHINGZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 KANAMA 2019	LAW N° 32/2019 OF 07/10/2019 APPROVING RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA) AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TEN BILLION JAPANESE YEN (¥ 10,000,000,000) FOR SECTOR POLICY FOR NUTRITION IMPROVEMENT THROUGH AGRICULTURE TRANSFORMATION, SIGNED AT KIGALI, RWANDA ON 16 AUGUST 2019	LOI N° 32/2019 DU 07/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA) ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE DIX MILLIARDS DE YEN JAPONAIS (10.000.000.000 ¥) POUR LA POLITIQUE SECTORIELLE D'AMÉLIORATION DE LA NUTRITION À TRAVERS LA TRANSFORMATION DE L'AGRICULTURE, SIGNÉ À KIGALI, AU RWANDA LE 16 AOÛT 2019
<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>	<u>TABLE DES MATIÈRES</u>
<u>Ingingo ya mbere:</u> Kwemera kwemeza burundu	<u>Article One:</u> Approval for ratification	<u>Article premier:</u> Approbation pour ratification
<u>Ingingo ya 2:</u> Itegurwa, isuzumwa, n'itorwa by'iri tegeko	<u>Article 2:</u> Drafting, consideration and adoption of this law	<u>Article 2:</u> Initiation, examen et adoption de la présente loi
<u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa	<u>Article 3:</u> Commencement	<u>Article 3:</u> Entrée en vigueur

ITEGEKO N° 32/2019 RYO KU WA 07/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA) NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYARI ICUMI Z'AMAYENI Y'UBUYAPANI (10.000.000.000 ¥) AGENEWE POLITIKI Y'URWEGO RW'UBUHINGZI YO KUNOZA IMIRIRE BINYUZE MU MAVUGURURA Y'UBUHINGZI, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 KANAMA 2019 Twebwe, KAGAME Paul, Perezida wa Repubulika; INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA INTEKO ISHINGA AMATEGEKO:	LAW N° 32/2019 OF 07/10/2019 APPROVING RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA) AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TEN BILLION JAPANESE YEN (¥ 10,000,000,000) FOR SECTOR POLICY FOR NUTRITION IMPROVEMENT THROUGH AGRICULTURE TRANSFORMATION, SIGNED AT KIGALI, RWANDA ON 16 AUGUST 2019 We, KAGAME Paul, President of the Republic; THE PARLIAMENT HAS ADOPTED AND WE SANCTION, PROMULGATE THE FOLLOWING LAW AND ORDER IT BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA THE PARLIAMENT:	LOI N° 32/2019 DU 07/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA) ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE DIX MILLIARDS DE YEN JAPONAIS (10.000.000.000 ¥) POUR LA POLITIQUE SECTORIELLE D'AMÉLIORATION DE LA NUTRITION À TRAVERS LA TRANSFORMATION DE L'AGRICULTURE, SIGNÉ À KIGALI, AU RWANDA LE 16 AOÛT 2019 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:
---	---	--

Umutwe w'Abadepite, mu nama yawo yo ku wa 18 Nzeri 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'ya 176; Imaze gusuzuma Amasezerano y'Inguzanyo hagati y'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA) na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Kanama 2019; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'Inguzanyo hagati y'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA) na Guverinoma ya Repubulika y'u Rwanda, yerekeranye	The Chamber of Deputies, in its session of 18 September 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 Loan Agreement between the Japan International Cooperation Agency (JICA) and the Government of the Republic of Rwanda, relating to the loan of ten billion Japanese Yen (¥ 10,000,000,000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda on 16 August 2019; ADOPTS: <u>Article One:</u> Approval for ratification The Loan Agreement between the Japan International Cooperation Agency (JICA) and the Government of the Republic of Rwanda, relating to the loan of ten billion Japanese Yen	La Chambre des Députés, en sa séance du 18 septembre 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 prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le Gouvernement de la République du Rwanda, relatif au prêt de dix milliards de Yen japonais (10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signé à Kigali, au Rwanda le 16 août 2019; ADOPTE: <u>Article premier:</u> Approbation pour ratification L'Accord de prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le Gouvernement de la République du Rwanda, relatif au prêt de dix milliards de Yen japonais
--	--	--

n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyiriweho umukono i Kigali mu Rwanda ku wa 16 Kanama 2019, ari ku mugereka, yemerewe kwemezwa burundu. <u>Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u> Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda. <u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u> Iri tegeko ritangira gukurikizwa ku munsiri tangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	(¥ 10,000,000,000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda on 16 August 2019, in annex, is approved for ratification. <u>Article 2: Drafting, consideration and adoption of this law</u> This law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3: Commencement</u> This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	(10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signé à Kigali, au Rwanda le 16 août 2019, en annexe, est approuvé pour ratification. <u>Article 2: Initiation, examen et adoption de la présente loi</u> La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3: Entrée en vigueur</u> La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
---	--	--

Kigali, ku wa 07/10/2019	Kigali, on 07/10/2019	Kigali, le 07/10/2019
(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: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 32/2019 RYO KU WA 07/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA) NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANHO INGANA NA MILIYARI ICUMI Z'AMAYENI Y'UBUYAPANI (10.000.000.000 ¥) AGENEWE POLITIKI Y'URWEGO RW'UBUHINZI YO KUNOZA IMIRIRE BINYUZE MU MAVUGURURA Y'UBUHINZI, YASHYIRWEHO UMUKONO I KIGALI MU RWANDA KU WA 16 KANAMA 2019	ANNEX TO LAW N° 32/2019 OF 07/10/2019 APPROVING THE RATIFICATION OF THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA) AND THE GOVERNMENT OF REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TEN BILLION JAPANESE YEN (¥ 10,000,000,000) FOR SECTOR POLICY FOR NUTRITION IMPROVEMENT THROUGH AGRICULTURE TRANSFORMATION, SIGNED AT KIGALI, RWANDA ON 16 AUGUST 2019	ANNEXE A LA LOI N° 32/2019 DU 07/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA) ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE DIX MILLIARDS DE YEN JAPONAIS (10.000.000.000 ¥) POUR LA POLITIQUE SECTORIELLE D'AMÉLIORATION DE LA NUTRITION À TRAVERS LA TRANSFORMATION DE L'AGRICULTURE, SIGNÉ À KIGALI, AU RWANDA LE 16 AOÛT 2019
--	---	---

Loan Agreement No. RW-C1

LOAN AGREEMENT

For

Sector Policy Loan for Nutrition Improvement
through Agriculture Transformation

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dated August 16, 2019

Table of Contents

Article I	Loan
Section 1.	Amount and Purpose of Loan
Section 2.	Use of Proceeds of Loan
Article II	Repayment and Interest
Section 1.	Repayment of Principal
Section 2.	Interest and Method of Payment thereof
Article III	Particular Covenants
Section 1.	General Terms and Conditions
Section 2.	Procurement Procedure
Section 3.	Disbursement Procedure
Section 4.	Administration of Loan
Section 5.	Table of Contents and Headings
Section 6.	Notices and Requests
Schedule 1	Description of Program
Schedule 2	Use of Proceeds of Loan
Schedule 3	Amortization Schedule
Schedule 4	Procurement Procedure
Schedule 5	Disbursement Procedure

Loan Agreement No. RW-C1, dated August 16, 2019 between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF RWANDA dated August 16, 2019, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Rwanda,

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

Article I

Loan

Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding TEN BILLION Japanese Yen (¥10,000,000,000) as the principal for the implementation of Sector Policy Loan for Nutrition Improvement through Agriculture Transformation described in Schedule 1 attached hereto (hereinafter referred to as the “Program”) on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the “Loan”); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall use the proceeds of the Loan to cover budget expenditures already made and/or to be made by the competent authorities of the Republic of Rwanda in accordance with the provisions described in Schedule 2 attached hereto.
- (2) The Borrower shall ensure that upon each transfer of an amount of the proceeds of the Loan from the non-resident Yen account of the Borrower into a deposit account in the United States Dollar at the National Bank of Rwanda as stipulated in Section 2. of Schedule 5 attached hereto, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to JICA.
- (3) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the same day and month four (4) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "Disbursement Period"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (4) Notwithstanding the stipulation in Section 2.(3) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.
- (5) Notwithstanding the provisions of Section 1. and Section 2. (1) above, no disbursement shall be made in respect of payments made for budget expenditures prior to July 1, 2019.

Article II

Repayment and Interest

Section 1. Repayment of Principal

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

Section 2. Interest and Method of Payment thereof

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

Article III

Particular Covenants

Section 1. General Terms and Conditions

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

- (1) The Front-End Fee and the Prepayment Premium shall not be charged or payable hereunder, and therefore, the Articles and Sections of the General Terms and Conditions or any part thereof applicable or referring to the Front-End Fee and/or the Prepayment Premium shall be disregarded.
- (2) Section 3.02. (3) of the General Terms and Conditions shall be read as follows:
 - (3) The Borrower may, upon giving a written notice to JICA not less than thirty (30) days prior to the Requested Prepayment Date, prepay in whole or in part the principal of the Loan outstanding as of the Requested Prepayment Date together with the interest accrued thereon. The prepaid amount of the principal of the Loan shall be applied to the installments of repayment of the principal in inverse order of maturity, in principle.
- (3) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to "JICA-Loan" account No. 0207787 with MUFG Bank, Ltd., Head Office, Japan.
- (4) The following (i) shall be added to Section 6.01. of the General Terms and

Conditions:

- (i) An event that shall make it improbable that the Program, or, significant part thereof, will be carried out.

Section 2. Procurement Procedure

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

Section 3. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be as follows:

- (1) Disbursement Procedure attached hereto as Schedule 5 shall apply for disbursement of the proceeds of the Loan for the payment made and/or to be made for budget expenditures on or after July 1, 2019.
- (2) Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's budgetary appropriations for JICA.

Section 4. Administration of Loan

- (1) The Borrower and JICA shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program.
- (2) Prior to each exchange of views described in Section 4.(1) above, the Borrower shall furnish JICA, for its review and comment, with a report on the progress achieved in carrying out the Program, in such detail as JICA shall reasonably request.

- (3) Promptly, but in any event not later than one (1) year after the completion of the Program, the Borrower shall furnish JICA with a program completion report in such form and in such detail as JICA may reasonably request.
- (4) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing budget expenditures made under the Loan Agreement until five (5) years after the Completion Date. The Borrower shall ensure that the Borrower has not previously obtained, and will not obtain, funds from the Loan Agreement, any other loan, credit or grant available to the Borrower for the same budget expenditures for which such records are retained under the Loan Agreement. The Borrower shall also enable JICA to inspect these records and other documents as JICA shall reasonably request.
- (5) Upon JICA's request, the Borrower shall:
 - (a) have the Foreign Currency Deposit Account stipulated in Schedule 5 attached hereto audited by independent auditors acceptable to JICA, in accordance with consistently applied auditing standards acceptable to JICA;
 - (b) furnish to JICA as soon as available, but in any case not later than four (4) months after the date of JICA's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as JICA shall reasonably request; and
 - (c) furnish to JICA such other information concerning the Foreign Currency Deposit Account and the audit thereof as JICA shall reasonably request.

Section 5. Table of Contents and Headings

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

Section 6. Notices and Requests

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

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

Africa Department

Nibancho Center Building

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

Attention: Director General

For the Borrower

Postal address:

MINISTRY OF FINANCE AND ECONOMIC PLANNING

P.O.Box 158, Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

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

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

For

JAPAN INTERNATIONAL
COOPERATION AGENCY

For

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Shin MARUO
Chief Representative
JICA Rwanda Office



Uzziel NDAGIJIMANA
Minister of Finance
and Economic Planning

Schedule 1

Description of Program

Section 1. Objective of the Program

(1) Objective

The objective of the Program is to promote stable supply, improved access and increased consumption of nutritious food, by facilitating priority policy actions towards nutrition improvement through policy dialogue and financial support, thereby contributing to promoting the economic stability and development efforts of Rwanda.

(2) Executing Agency

- (a) Ministry of Agriculture and Animal Resources
- (b) Rwanda Agriculture and Animal Resources Development Board
- (c) National Early Childhood Development Program
- (d) Rwanda Biomedical Center

Section 2. Scope of the Program

The scope of the Program is identical with the agreed Policy Matrix for the Program between JICA and the Government of the Republic of Rwanda dated May 28, 2019.

Schedule 2

Use of Proceeds of Loan

Section 1. Subject to the provisions set forth or referred to in this Schedule, the proceeds of the Loan may be disbursed for budget expenditures made and/or to be made at reasonable cost.

Section 2. Notwithstanding the provisions of Section 1. above, no disbursement shall be made in respect of :

- (1) budget expenditures for goods included in the following SITC* groups or sub-groups, or any successor groups or sub-groups under future revision to the SITC, as designated by JICA by notice to the Borrower;

Group SITC Code No.	Description of Items
112.	Alcoholic beverages
121.	Tobacco, unmanufactured; tobacco refuse
122.	Tobacco, manufactured (whether or not containing tobacco substitutes)
525.	Radioactive and associated materials
667.	Pearls and precious or semiprecious stones, unworked or worked
718.7.	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728.43.	Machinery for preparing or making up tobacco, n.e.s.
897.3.	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971.	Gold, non-monetary (excluding gold ores)

and concentrates)

* Note “SITC” means the Standard International Trade Classification, Revision 4 (SITC Rev. 4), published by the United Nations in Statistical Papers, Series M No. 34/Rev. 4 (2006).

- (2) any type of arms;
- (3) any environmentally hazardous goods (for purposes of this paragraph the term “environmentally hazardous goods” means goods, the manufacture, use or import of which is prohibited under the laws of the Republic of Rwanda or international agreements to which the Republic of Rwanda is a party);
- (4) payments made for budget expenditures prior to July 1, 2019;
- (5) payments for taxes levied by, or in the territory of the Republic of Rwanda on commodities, or in the importation, manufacture, procurement or supply thereof ; and
- (6) budget expenditures for commodities supplied under a contract which have been financed or to be financed with sources of official assistance other than the Loan.

Schedule 3

Amortization Schedule

Due Date	Amount (in Japanese Yen)
On August 20, 2029	163,960,000
On each February 20 and August 20 beginning February 20, 2030 through August 20, 2059	163,934,000

Schedule 4

Procurement Procedure

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

Procurement of all goods and services to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated April 2012 (hereinafter referred to as the “Procurement Guidelines”).

Section 2. JICA's review of decisions relating to procurement of goods and services

- (1) With reference to the Section 1.03. (1) of the Procurement Guidelines, JICA may consider procedures other than International Competitive Bidding acceptable in any of the following cases:
 - (a) When the amount of a contract does not exceed ¥500,000,000 or equivalent in other currency accepted for international transactions in terms of the currency of a contract;
 - (b) When the number of qualified supplier(s) is limited;
 - (c) When the purchase of a commodity with a particular specification, brand name or designation is necessary in order to assure the interchangeability or standardization of equipment, or because of special design requirements; and
 - (d) When JICA finds International Competitive Bidding to be inappropriate for the reasons other than the case (a), (b) and (c) above (e.g. in case of emergency procurement).
- (2) Notwithstanding the provisions of Section 2. (1) above, the Procurement Guidelines will not apply in case of procurement of goods and services which are to be financed by the local currency. Procurement of such goods and services shall, however, be effected with due attention to the considerations of economy, efficiency, transparency in the procurement

process and non-discrimination among eligible bidders for procurement contracts.

Schedule 5

Disbursement Procedure

Disbursement Procedure set forth herein shall be applied for disbursement of the proceeds of the Loan:

The designated foreign exchange bank in Tokyo wherever mentioned in this Schedule shall be MUFG Bank, Ltd., Tokyo.

The Agent Bank wherever mentioned in this Schedule shall be the National Bank of Rwanda, which is the designated foreign exchange bank in the territories of the Borrower.

Section 1. Request for Disbursement

- (1) The Disbursement will be made in three (3) tranches and the Borrower shall request JICA to make disbursement by sending to JICA a Request for Disbursement in accordance with the Form JICA-RFD(P) attached hereto.
- (2) The amount stated in the Request for Disbursement shall be in Japanese Yen.

Section 2. Disbursement

- (1) When JICA finds the Request for Disbursement in order and in conformity with the provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen, in principle, within fifteen (15) business days from the date of receipt of such Request for Disbursement by deposit into the non-resident Yen account in the name of the Agent Bank, which shall be opened in advance with the designated foreign exchange bank in Tokyo, on behalf of the Borrower, in accordance with the relevant

- laws and regulations of Japan. All disbursement made by JICA under this Section 2. (1) shall be received by the Agent Bank on behalf of the Borrower.
- (2) The Borrower shall (i) open prior to presenting to JICA the first request for disbursement, and thereafter maintain a deposit account in the United States Dollar exclusively for the Program (hereinafter referred to as the “**Foreign Currency Deposit Account**”) at the Agent Bank on the terms and conditions satisfactory to JICA and (ii) submit to JICA the evidence of opening of such account. Upon the disbursement of the proceeds of the Loan into the non-resident Yen account in the name of the Agent Bank, and after receiving cable advice from the designated foreign exchange bank in Tokyo, the Borrower, through the Agent Bank, shall transfer the proceeds of the Loan into the Foreign Currency Deposit Account.
- (3) Upon the transfer of the proceeds of the Loan into the Foreign Currency Deposit Account, the Borrower, through the Agent Bank, shall immediately convert the United States Dollar amount of the Loan into Rwandan Franc and transfer an equivalent amount to the exchequer account available to finance budget expenditures. The Borrower shall provide to JICA a written confirmation within thirty (30) days of disbursement of the Loan that this transfer has been completed as well as a copy of written instructions issued by the Borrower to the Agent Bank evidencing such conversion and transfer.

Section 3. Delegation of Authority

- (1) The Borrower hereby designates the Agent Bank as its agent for the purposes of taking any action or entering into any agreement required or permitted under this Disbursement Procedure.
- (2) Any action taken or agreement entered into by the Agent Bank pursuant to the authority conferred on the Agent Bank shall be fully binding on the Borrower and shall have the same force and effect as if such action

was taken or such agreement was entered into by the Borrower.

- (3) The authority conferred on the Agent Bank may be revoked or modified by a written agreement between the Borrower and JICA.

Section 4. Arrangement

The Borrower shall cause the Agent Bank to make a necessary arrangement with the designated foreign exchange bank in Tokyo, including the following, in accordance with the authorization conferred on the Agent Bank set forth in Section 3. above:

- (1) open a non-resident Yen account in the name of the Agent Bank on behalf of the Borrower with the designated foreign exchange bank in Tokyo; and
- (2) cause the designated foreign exchange bank in Tokyo make cable advice to the Agent Bank of the disbursement by JICA.

Form JICA-RFD(P)

Request for Disbursement

Date:

Loan No.:

App. Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT
Attention: Director General

Ladies and Gentlemen:

1. Pursuant to the Loan Agreement No. RW-C1 dated August 16, 2019 between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA, the undersigned hereby requests for disbursement under the said Loan Agreement, of the sum of Japanese Yen ____ (say ____).
2. The undersigned certifies that the above requested disbursement will not be used for ineligible budget expenditures under the said Loan Agreement.
3. Please make the disbursement of the amount requested herein by paying into the non-resident Yen account MUFG Bank, Ltd., Tokyo, Japan.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 32/2019 ryo ku wa 07/10/2019 ryemera kwemeza burundu amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani gishinzwe Ubutwererane Mpuzamahanga (JICA) na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyirweho umukono i Kigali mu Rwanda ku wa 16 Kanama 2019	Seen to be annexed to Law n° 32/2019 of 07/10/2019 approving the ratification of the loan agreement between the Japan International Cooperation Agency (JICA) and the Government of Republic of Rwanda, relating to the loan of ten billion Japanese Yen (¥ 10.000.000.000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda on 16 august 2019	Vu pour être annexé à la Loi n° 32/2019 du 07/10/2019 approuvant la ratification de l'accord de prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le gouvernement de la république du Rwanda, relatif au prêt de dix milliards de yen japonais (10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signe à Kigali, au Rwanda le 16 août 2019
Kigali, ku wa 07/10/2019 (Sé) KAGAME Paul Perezida wa Repubulika	Kigali, on 07/10/2019 (Sé) KAGAME Paul President of the Republic	Kigali, le 07/10/2019 (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: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

ITEGEKO N° 33/2019 RYO KU WA 07/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA Z'AMADETESI (90.000.000 DTS) Y'INKUNGA YA GATATU IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 02 NZERI 2019	LAW N° 33/2019 OF 07/10/2019 APPROVING RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF NINETY MILLION SPECIAL DRAWING RIGHTS (SDR 90,000,000) FOR THE THIRD RWANDA ENERGY SECTOR DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA ON 02 SEPTEMBER 2019	LOI N° 33/2019 DU 07/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE QUATRE-VINGT-DIX MILLIONS DE DROITS DE TIRAGE SPÉCIAUX (90.000.000 DTS) POUR LE TROISIÈME FINANCEMENT DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA SIGNÉ À KIGALI, AU RWANDA LE 02 SEPTEMBRE 2019
<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>	<u>TABLE DES MATIÈRES</u>
<u>Ingingo ya mbere:</u> Kwemera kwemeza burundu	<u>Article One:</u> Approval for ratification	<u>Article premier:</u> Approbation pour ratification
<u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko	<u>Article 2:</u> Drafting, consideration and adoption of this law	<u>Article 2:</u> Initiation, examen et adoption de la présente loi
<u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa	<u>Article 3:</u> Commencement	<u>Article 3:</u> Entrée en vigueur

ITEGEKO N° 33/2019 RYO KU WA 07/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA Z'AMADETESI (90.000.000 DTS) Y'INKUNGA YA GATATU IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 02 NZERI 2019	LAW N° 33/2019 OF 07/10/2019 APPROVING RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF NINETY MILLION SPECIAL DRAWING RIGHTS (SDR 90,000,000) FOR THE THIRD RWANDA ENERGY SECTOR DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA ON 02 SEPTEMBER 2019	LOI N° 33/2019 DU 07/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE QUATRE-VINGT-DIX MILLIONS DE DROITS DE TIRAGE SPÉCIAUX (90.000.000 DTS) POUR LE TROISIÈME FINANCEMENT DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA LE 02 SEPTEMBRE 2019
Twebwe, KAGAME Paul, Perezida wa Repubulika;	We, KAGAME Paul, President of the Republic;	Nous, KAGAME Paul, Président de la République;
INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA 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 18 Nzeri 2019;	The Chamber of Deputies, in its session of 18 September 2019;	La Chambre des Députés, en sa séance du 18 septembre 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'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda z'Amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 02 Nzeri 2019; YEMEJE: <u>Ingingo ya mbere:</u> Kwemera kwemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda z'Amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 02 Nzeri 2019, ari ku mugereka, yemerewe kwemezwa burundu.	Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 and 176; After consideration of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90,000,000) for the third Rwanda energy sector development policy financing, signed at Kigali, Rwanda on 02 September 2019; ADOPTS: <u>Article One:</u> Approval for ratification The Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90,000,000) for the third Rwanda energy sector development policy financing, signed at Kigali, Rwanda on 02 September 2019, in annex, is approved for ratification.	Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 167, 168 et 176; Après examen de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix millions de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda le 02 septembre 2019; ADOpte: <u>Article premier:</u> Approbation pour ratification L'Accord de financement, entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix millions de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda le 02 septembre 2019, en annexe, est approuvé pour ratification.
---	--	---

<u>Ingingo ya 2:</u> Itegurwa, isuzumwa n’itorwa by’iri tegeko Iri tegeko ryateguwe mu rurimi rw’Icyongereza, risuzumwa kandi ritorwa mu rurimi rw’Ikinyarwanda. <u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 2:</u> Drafting, consideration and adoption of this law This law was drafted in English, considered and adopted in Ikinyarwanda. <u>Article 3:</u> Commencement This law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 2:</u> Initiation, examen et adoption de la présente loi La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda. <u>Article 3:</u> Entrée en vigueur La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
Kigali, ku wa 07/10/2019 (Sé) KAGAME Paul Perezida wa Repubulika	Kigali, on 07/10/2019 (Sé) KAGAME Paul President of the Republic	Kigali, le 07/10/2019 (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: (Sé) BUSINGYE Johnston Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEGEKO N° 33/2019 RYO KU WA 07/10/2019 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA Z'AMADETESI (90.000.000 DTS) Y'INKUNGA YA GATATU IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 02 NZERI 2019	ANNEX TO LAW N° 33/2019 OF 07/10/2019 APPROVING RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF NINETY MILLION SPECIAL DRAWING RIGHTS (SDR 90.000.000) FOR THE THIRD RWANDA ENERGY SECTOR DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA ON 02 SEPTEMBER 2019	ANNEXE A LA LOI N° 33/2019 DU 07/10/2019 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE QUATRE-VINGT-DIX MILLION DE DROITS DE TIRAGE SPÉCIAUX (90.000.000 DTS) POUR LE TROISIÈME FINANCEMENT DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA SIGNE À KIGALI, AU RWANDA LE 02 SEPTEMBRE 2019
---	---	--

CREDIT NUMBER IDA-6485 - RW

Financing Agreement

(Third Rwanda Energy Sector Development Policy Financing)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER IDA-6485

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to ninety million Special Drawing Rights (SDR 90,000,000) (variously, "Credit" and "Financing").
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.04. The Payment Dates are May 15 and November 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Dollar.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.
- 4.02. The Additional Event of Acceleration consists of the following, namely the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

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

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
250-25257-75-81	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

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative

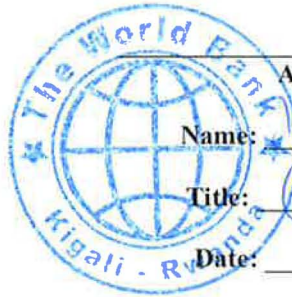
Name: Honorable Uzziel Ndagizimana

Title: Minister of Finance and Economic Planning

Date: September 2, 2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Yasser El-Gammal

Title: Country Manager

Date: September 2, 2019

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

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

A. Contain the Fiscal Impact of the Electricity Sector

1. The Economic Cluster has approved a medium-term trajectory for fiscal transfers to REG and measures to stay within the budget envelope, including a financing plan for national electrification prioritizing private financing for off-grid solutions, a commitment to implementing the quarterly tariff adjustment, and a decision to pursue a partial listing of EUCL on a stock exchange (as evidenced by the minutes of the Economic Cluster meeting, dated June 10, 2019, and the Budget Framework Paper 2019/2020 and 2021/2022, dated April 2019).

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

1. MININFRA has approved an updated LCPDP methodology that, *inter alia*, incorporates the government's GHG emission reduction commitments (as evidenced by the minutes of the MININFRA Senior Management meeting, dated June 17, 2019 and the LCPDP 2019-2040, dated June 2019).
2. REG has approved new standard PPA clauses and a standardized risk allocation matrix applicable to all future IPPs to ensure adequate risk sharing between REG and private investors (as evidenced by the REG Board of Directors' Resolution, dated June 11, 2019 with pertinent standard PPA clauses and related documents attached).
3. RURA has completed a review of its regulatory framework for cross-border electricity trade, which concluded that its grid code and licensing regulations are compatible with electricity trade in the East Africa Power Pool (as evidenced by the Grid Code, dated August 2013; the list of electricity licenses awarded as of April 30, 2019; and the document entitled "review of NRI Grid Codes and EAPP Interconnection Code", dated 2018).
4. MININFRA has approved guidelines setting minimum requirements for off-grid solutions that are consistent with international best practice to ensure that off-grid solutions remain affordable in Rwanda (as evidenced by the minutes of the MININFRA Senior Management meeting, dated June 17, 2019 and the Ministerial

Guidelines on Minimum Standards Requirements for Solar Home Systems, issued by MININFRA, dated June 2019).

5. REG has approved an incentive scheme to make off-grid solutions affordable for low-income households (as evidenced by the REG Board of Directors' Resolution, dated June 11, 2019).
6. (a) RURA has updated the simplified licensing framework for mini-grids that do not require an off-taker agreement with the public sector (as evidenced by the letter No. 1088/ DG/EL-EWS/RURA/019 from the Director-General of RURA to the Honourable Minister of MININFRA, dated June 2, 2019 and Regulation governing the simplified electricity licensing framework for rural electrification in Rwanda); (b) RURA has issued and published the technical specifications for mini-grids (as evidenced by the Guidelines No. 02/GL/EL-EWS/RURA/2019 on Minimum Technical Requirements for Mini-Grids in Rwanda, issued by RURA, dated June 2019); and (c) MININFRA has approved the investment guidelines for mini-grids (as evidenced by the Ministerial Guidelines on Mini-Grids Development, issued by MININFRA, dated June 2019 and the minutes of the MININFRA Senior Management meeting, dated June 17, 2019).
7. (a) REG has completed its transition to IFRS, as evidenced by the unqualified opinion of the independent auditor on the financial statements of both REG and EUCL (as evidenced by the certified true copy by Deloitte of the EUCL annual report and financial statements for the year ended in June 30 2018 and the copy of the consolidated financial statements of REG for the year ended in June 30, 2017); and (b) The REG Board of Directors has mandated the external audit and publication of the financial statements of REG, EDCL and EUCL financial statements within the first quarter of the following financial year (as evidenced by the REG Board of Directors' Resolution, dated June 11, 2019).
8. REG has fully transitioned to automated customer and bill management using its new Integrated Business Management System (IBMS) (as evidenced by the REG Board of Directors' Resolution, dated June 11, 2019 and the letter No. 11.07.021/398/19/CEP-REG/RW/nm from the CEO of REG to the Honourable Minister of MININFRA, dated June 20, 2019).

Section II. Availability of Financing Proceeds

A. General. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of this Section and such additional instructions as the Association may specify by notice to the Recipient.

B. Allocation of Financing Amounts. The Financing is allocated in a single withdrawal tranche, from which the Recipient may make withdrawals of the Financing proceeds. The allocation of the amounts of the Financing to this end is set out in the table below:

Allocations	Amount of the Financing Allocated (expressed in SDR)
(1) Single Withdrawal Tranche	90,000,000
TOTAL AMOUNT	90,000,000

C. Withdrawal Tranche Release Conditions.

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

D. Closing Date. The Closing Date is June 30, 2021.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage) *
On each May 15 and November 15, commencing November 15, 2025 to and including May 15, 2057	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. "CEO" means the Chief Executive Officer.
2. "Economic Cluster" means a subgroup of the Recipient's cabinet members formed for the effective implementation and monitoring of National Strategy for Transformation priorities.
3. "East Africa Power Pool" means the specialized institution to foster power system interconnectivity by the heads of states of the Common Market for Eastern and Southern Africa (COMESA) region.
4. "Energy Development Corporation Limited" or "EDCL" means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 17/2018 of April 13 governing companies; or any legal successor thereto.
5. "Energy Utility Corporation Limited" or "EUCL" means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 27/2018 of April 13 governing companies; or any legal successor thereto.
6. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Development Policy Financing", dated December 14, 2018.
7. "IBMS" means Integrated Business Management System.
8. "IFRS" means International Financial Reporting Standards, as issued by the IFRS Foundation and the International Accounting Standards Board (IASB).
9. "IPPs" means Independent Power Producers.
10. "Least Cost Power Development Plan" or "LCPDP" means the report titled "Least Cost Development Plan 2030-40", dated June 2019, prepared by REG.
11. "MININFRA" means the Recipient's Ministry of Infrastructure, or any successor thereto.
12. "PPA" means Power Purchase Agreement.

13. "Program" means: the program of objectives, policies, and actions set forth or referred to in the letter dated July 8, 2019 from the Recipient to the Association declaring the Recipient's commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program's objectives.
14. "REG" means Rwanda Energy Group, a company established pursuant to the Recipient Companies Act Law No. 07/2009 of 27/04/2009, and operating under the Recipient's Law No. 27/2018 of April 13 governing companies.
15. "RURA" means the Rwanda Utilities Regulatory Authority, established and operating pursuant to the Law No. 09/2013 of 01/03/2013 establishing the Rwanda Utilities Regulatory Authority (RURA) and determining its mission, powers, organization and functioning, published in the Official Gazette No. 14 bis of 08/04/2013.
16. "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.
17. "Single Withdrawal Tranche" means the amount of the Financing allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 33/2019 ryo ku wa 07/10/2019 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda z'amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 02 Nzeri 2019	Seen to be annexed to Law n° 33/2019 of 07/10/2019 approving the ratification of the financing agreement between the republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90.000.000) for the third Rwanda energy sector development policy financing, signed at Kigali, Rwanda on 02 September 2019	Vu pour être annexé à la Loi n° 33/2019 du 07/10/2019 approuvant la ratification de de l'accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix million de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de développement du secteur de l'énergie au Rwanda signé à Kigali, au Rwanda le 02 septembre 2019
Kigali, ku wa 07/10/2019 (Sé) KAGAME Paul Perezida wa Repubulika	Kigali, on 07/10/2019 (Sé) KAGAME Paul President of the Republic	Kigali, le 07/10/2019 (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: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 109/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA) NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYARI ICUMI Z'AMAYENI Y'UBUYAPANI (10.000.000.000 ¥) AGENEWE POLITIKI Y'URWEGO RW'UBUHINZI YO KUNOZA IMIRIRE BINYUZE MU MAVUGURURA Y'UBUHINZI, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 16 KANAMA 2019	PRESIDENTIAL ORDER N° 109/01 OF 07/10/2019 RATIFYING THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA) AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TEN BILLION JAPANESE YEN (¥ 10,000,000,000) FOR SECTOR POLICY FOR NUTRITION IMPROVEMENT THROUGH AGRICULTURE TRANSFORMATION, SIGNED AT KIGALI, RWANDA, ON 16 AUGUST 2019	ARRÊTÉ PRÉSIDENTIEL N° 109/01 DU 07/10/2019 RATIFIANT L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA) ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE DIX MILLIARDS DE YEN JAPONAIS (10.000.000.000 ¥) POUR LA POLITIQUE SECTORIELLE D'AMÉLIORATION DE LA NUTRITION À TRAVERS LA TRANSFORMATION DE L'AGRICULTURE, SIGNÉ À KIGALI, AU RWANDA, LE 16 AOÛT 2019
<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>	<u>TABLE DES MATIÈRES</u>
<u>Ingingo ya mbere:</u> Kwemeza burundu	<u>Article One:</u> Ratification	<u>Article premier:</u> Ratification
<u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté
<u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa	<u>Article 3:</u> Commencement	<u>Article 3:</u> Entrée en vigueur

ITEKA RYA PEREZIDA N° 109/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA) NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYARI ICUMI Z'AMAYENI Y'UBUYAPANI (10.000.000.000 ¥) AGENEWE POLITIKI Y'URWEGO RW'UBUHINZI YO KUNOZA IMIRIRE BINYUZE MU MAVUGURURA Y'UBUHINZI, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 16 KANAMA 2019	PRESIDENTIAL ORDER N° 109/01 OF 07/10/2019 RATIFYING THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA) AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TEN BILLION JAPANESE YEN (¥ 10,000,000,000) FOR SECTOR POLICY FOR NUTRITION IMPROVEMENT THROUGH AGRICULTURE TRANSFORMATION, SIGNED AT KIGALI, RWANDA, ON 16 AUGUST 2019	L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION ARRÊTÉ PRÉSIDENTIEL N° 109/01 DU 07/10/2019 RATIFIANT INTERNATIONALE (JICA) ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE DIX MILLIARDS DE YEN JAPONAIS (10.000.000.000 ¥) POUR LA POLITIQUE SECTORIELLE D'AMÉLIORATION DE LA NUTRITION À TRAVERS LA TRANSFORMATION DE L'AGRICULTURE, SIGNÉ À KIGALI, AU RWANDA, LE 16 AOÛT 2019
Twebwe, KAGAME Paul, Perezida wa Repubulika;	We, KAGAME Paul, President of the Republic;	Nous, KAGAME Paul, Président de la République;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;	Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;	Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;
Dushingiye ku Itegeko n° 32/2019 ryo ku wa 07/10/2019 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA) na Guverinoma ya	Pursuant to Law n° 32/2019 of 07/10/2019 approving the ratification of the Loan Agreement between the Japan International Cooperation Agency (JICA) and the Government of the Republic of Rwanda,	Vu la Loi n° 32/2019 du 07/10/2019 approuvant la ratification de l'Accord de prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le Gouvernement de la République du Rwanda, relatif au prêt de dix milliards de Yen japonais

Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2019; Tumaze kubona Amasezerano y'Inguzanyo hagati y'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA) na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2019; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; TWATEGETSE KANDI DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'Inguzanyo hagati y'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane	relating to the loan of ten billion Japanese Yen (¥ 10,000,000,000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda, on 16 August 2019; Considering the Loan Agreement between the Japan International Cooperation Agency (JICA) and the Government of the Republic of Rwanda, relating to the loan of ten billion Japanese Yen (¥ 10,000,000,000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda, on 16 August 2019; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; HAVE ORDERED AND HEREBY ORDER: <u>Article One: Ratification</u> The Loan Agreement between the Japan International Cooperation Agency (JICA) and	(10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signé à Kigali, au Rwanda, le 16 août 2019; Considérant l'Accord de prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le Gouvernement de la République du Rwanda, relatif au prêt de dix milliards de Yen japonais (10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signé à Kigali, au Rwanda, le 16 août 2019; Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres; AVONS ARRÊTÉ ET ARRÊTONS: <u>Article premier: Ratification</u> L'Accord de prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le
---	---	--

Mpuzamahanga (JICA) na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.	the Government of the Republic of Rwanda, relating to the loan of ten billion Japanese Yen (¥ 10,000,000,000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda, on 16 August 2019, annexed to this Order is ratified and becomes fully effective.	Gouvernement de la République du Rwanda, relatif au prêt de dix milliards de Yen japonais (10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signé à Kigali, au Rwanda, le 16 août 2019, annexé au présent arrêté est ratifié et sort son plein et entier effet.
<u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté
Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ubuhanzi n'Ubworozi bashinzwe gushyira mu bikorwa iri teka.	The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation and the Minister of Agriculture and Animal Resources are entrusted with the implementation of this Order.	Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération et le Ministre de l'Agriculture et des Ressources Animales sont chargés de l'exécution du présent arrêté.
<u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa	<u>Article 3:</u> Commencement	<u>Article 3:</u> 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 07/10/2019 (Sé) KAGAME Paul Perezida wa Repubulika	Kigali, on 07/10/2019 (Sé) KAGAME Paul President of the Republic	Kigali, le 07/10/2019 (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: (Sé) BUSINGYE Johnston Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/ Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 109/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI Y'IKIGO CY'UBUYAPANI GISHINZWE UBUTWERERANE MPUZAMAHANGA (JICA) NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYARI ICUMI Z'AMAYENI Y'UBUYAPANI (10.000.000.000 ¥) AGENEWE POLITIKI Y'URWEGO RW'UBUHINZI YO KUNOZA IMIRIRE BINYUZE MU MAVUGURURA Y'UBUHINZI, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 16 KANAMA 2019	ANNEX TO PRESIDENTIAL ORDER N° 109/01 OF 07/10/2019 RATIFYING THE LOAN AGREEMENT BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY (JICA) AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF TEN BILLION JAPANESE YEN (¥ 10,000,000,000) FOR SECTOR POLICY FOR NUTRITION IMPROVEMENT THROUGH AGRICULTURE TRANSFORMATION, SIGNED AT KIGALI, RWANDA, ON 16 AUGUST 2019	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 109/01 DU 07/10/2019 RATIFIANT L'ACCORD DE PRÊT ENTRE L'AGENCE JAPONAISE DE COOPÉRATION INTERNATIONALE (JICA) ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE DIX MILLIARDS DE YEN JAPONAIS (10.000.000.000 ¥) POUR LA POLITIQUE SECTORIELLE D'AMÉLIORATION DE LA NUTRITION À TRAVERS LA TRANSFORMATION DE L'AGRICULTURE, SIGNÉ À KIGALI, AU RWANDA, LE 16 AOÛT 2019
---	--	--

Loan Agreement No. RW-C1

LOAN AGREEMENT

For

Sector Policy Loan for Nutrition Improvement
through Agriculture Transformation

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Dated August 16, 2019

Table of Contents

Article I Loan

Section 1. Amount and Purpose of Loan

Section 2. Use of Proceeds of Loan

Article II Repayment and Interest

Section 1. Repayment of Principal

Section 2. Interest and Method of Payment thereof

Article III Particular Covenants

Section 1. General Terms and Conditions

Section 2. Procurement Procedure

Section 3. Disbursement Procedure

Section 4. Administration of Loan

Section 5. Table of Contents and Headings

Section 6. Notices and Requests

Schedule 1 Description of Program

Schedule 2 Use of Proceeds of Loan

Schedule 3 Amortization Schedule

Schedule 4 Procurement Procedure

Schedule 5 Disbursement Procedure

Loan Agreement No. RW-C1, dated August 16, 2019 between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF THE REPUBLIC OF RWANDA dated August 16, 2019, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Republic of Rwanda,

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

Article I

Loan

Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding TEN BILLION Japanese Yen (¥10,000,000,000) as the principal for the implementation of Sector Policy Loan for Nutrition Improvement through Agriculture Transformation described in Schedule 1 attached hereto (hereinafter referred to as the “Program”) on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the “Loan”); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall use the proceeds of the Loan to cover budget expenditures already made and/or to be made by the competent authorities of the Republic of Rwanda in accordance with the provisions described in Schedule 2 attached hereto.
- (2) The Borrower shall ensure that upon each transfer of an amount of the proceeds of the Loan from the non-resident Yen account of the Borrower into a deposit account in the United States Dollar at the National Bank of Rwanda as stipulated in Section 2. of Schedule 5 attached hereto, an equivalent amount is accounted for in the Borrower's budget management system, in a manner acceptable to JICA.
- (3) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the same day and month four (4) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the "Disbursement Period"), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (4) Notwithstanding the stipulation in Section 2.(3) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.
- (5) Notwithstanding the provisions of Section 1. and Section 2. (1) above, no disbursement shall be made in respect of payments made for budget expenditures prior to July 1, 2019.

Article II

Repayment and Interest

Section 1. Repayment of Principal

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

Section 2. Interest and Method of Payment thereof

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

Article III

Particular Covenants

Section 1. General Terms and Conditions

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

- (1) The Front-End Fee and the Prepayment Premium shall not be charged or payable hereunder, and therefore, the Articles and Sections of the General Terms and Conditions or any part thereof applicable or referring to the Front-End Fee and/or the Prepayment Premium shall be disregarded.
- (2) Section 3.02. (3) of the General Terms and Conditions shall be read as follows:
 - (3) The Borrower may, upon giving a written notice to JICA not less than thirty (30) days prior to the Requested Prepayment Date, prepay in whole or in part the principal of the Loan outstanding as of the Requested Prepayment Date together with the interest accrued thereon. The prepaid amount of the principal of the Loan shall be applied to the installments of repayment of the principal in inverse order of maturity, in principle.
- (3) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to "JICA-Loan" account No. 0207787 with MUFG Bank, Ltd., Head Office, Japan.
- (4) The following (i) shall be added to Section 6.01. of the General Terms and

Conditions:

- (i) An event that shall make it improbable that the Program, or, significant part thereof, will be carried out.

Section 2. Procurement Procedure

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

Section 3. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be as follows:

- (1) Disbursement Procedure attached hereto as Schedule 5 shall apply for disbursement of the proceeds of the Loan for the payment made and/or to be made for budget expenditures on or after July 1, 2019.
- (2) Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's budgetary appropriations for JICA.

Section 4. Administration of Loan

- (1) The Borrower and JICA shall from time to time, at the request of either party, exchange views on the progress achieved in carrying out the Program.
- (2) Prior to each exchange of views described in Section 4.(1) above, the Borrower shall furnish JICA, for its review and comment, with a report on the progress achieved in carrying out the Program, in such detail as JICA shall reasonably request.

- (3) Promptly, but in any event not later than one (1) year after the completion of the Program, the Borrower shall furnish JICA with a program completion report in such form and in such detail as JICA may reasonably request.
- (4) The Borrower shall retain all records (contracts, orders, invoices, bills, receipts and other documents) evidencing budget expenditures made under the Loan Agreement until five (5) years after the Completion Date. The Borrower shall ensure that the Borrower has not previously obtained, and will not obtain, funds from the Loan Agreement, any other loan, credit or grant available to the Borrower for the same budget expenditures for which such records are retained under the Loan Agreement. The Borrower shall also enable JICA to inspect these records and other documents as JICA shall reasonably request.
- (5) Upon JICA's request, the Borrower shall:
 - (a) have the Foreign Currency Deposit Account stipulated in Schedule 5 attached hereto audited by independent auditors acceptable to JICA, in accordance with consistently applied auditing standards acceptable to JICA;
 - (b) furnish to JICA as soon as available, but in any case not later than four (4) months after the date of JICA's request for such audit, a certified copy of the report of such audit, of such scope and in such detail as JICA shall reasonably request; and
 - (c) furnish to JICA such other information concerning the Foreign Currency Deposit Account and the audit thereof as JICA shall reasonably request.

Section 5. Table of Contents and Headings

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

Section 6. Notices and Requests

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

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

Africa Department

Nibancho Center Building

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

Attention: Director General

For the Borrower

Postal address:

MINISTRY OF FINANCE AND ECONOMIC PLANNING

P.O.Box 158, Kigali, Rwanda

Attention: Minister of Finance and Economic Planning

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

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

For

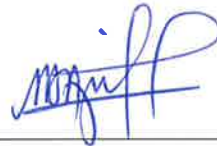
JAPAN INTERNATIONAL
COOPERATION AGENCY



Shin MARUO
Chief Representative
JICA Rwanda Office

For

THE GOVERNMENT OF THE
REPUBLIC OF RWANDA



Uzziel NDAGIJIMANA
Minister of Finance
and Economic Planning

Schedule 1

Description of Program

Section 1. Objective of the Program

(1) Objective

The objective of the Program is to promote stable supply, improved access and increased consumption of nutritious food, by facilitating priority policy actions towards nutrition improvement through policy dialogue and financial support, thereby contributing to promoting the economic stability and development efforts of Rwanda.

(2) Executing Agency

- (a) Ministry of Agriculture and Animal Resources
- (b) Rwanda Agriculture and Animal Resources Development Board
- (c) National Early Childhood Development Program
- (d) Rwanda Biomedical Center

Section 2. Scope of the Program

The scope of the Program is identical with the agreed Policy Matrix for the Program between JICA and the Government of the Republic of Rwanda dated May 28, 2019.

Schedule 2

Use of Proceeds of Loan

Section 1. Subject to the provisions set forth or referred to in this Schedule, the proceeds of the Loan may be disbursed for budget expenditures made and/or to be made at reasonable cost.

Section 2. Notwithstanding the provisions of Section 1. above, no disbursement shall be made in respect of :

- (1) budget expenditures for goods included in the following SITC* groups or sub-groups, or any successor groups or sub-groups under future revision to the SITC, as designated by JICA by notice to the Borrower;

Group SITC Code No.	Description of Items
112.	Alcoholic beverages
121.	Tobacco, unmanufactured; tobacco refuse
122.	Tobacco, manufactured (whether or not containing tobacco substitutes)
525.	Radioactive and associated materials
667.	Pearls and precious or semiprecious stones, unworked or worked
718.7.	Nuclear reactors, and parts thereof; fuel elements (cartridges), non-irradiated, for nuclear reactors
728.43.	Machinery for preparing or making up tobacco, n.e.s.
897.3.	Jewelry of gold, silver or platinum group metals (except watches and watch cases) and goldsmiths' or silversmiths' wares (including set gems)
971.	Gold, non-monetary (excluding gold ores)

and concentrates)

* Note “SITC” means the Standard International Trade Classification, Revision 4 (SITC Rev. 4), published by the United Nations in Statistical Papers, Series M No. 34/Rev. 4 (2006).

- (2) any type of arms;
- (3) any environmentally hazardous goods (for purposes of this paragraph the term “environmentally hazardous goods” means goods, the manufacture, use or import of which is prohibited under the laws of the Republic of Rwanda or international agreements to which the Republic of Rwanda is a party);
- (4) payments made for budget expenditures prior to July 1, 2019;
- (5) payments for taxes levied by, or in the territory of the Republic of Rwanda on commodities, or in the importation, manufacture, procurement or supply thereof ; and
- (6) budget expenditures for commodities supplied under a contract which have been financed or to be financed with sources of official assistance other than the Loan.

Schedule 3

Amortization Schedule

Due Date	Amount (in Japanese Yen)
On August 20, 2029	163,960,000
On each February 20 and August 20 beginning February 20, 2030 through August 20, 2059	163,934,000

Schedule 4

Procurement Procedure

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

Procurement of all goods and services to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated April 2012 (hereinafter referred to as the “Procurement Guidelines”).

Section 2. JICA's review of decisions relating to procurement of goods and services

- (1) With reference to the Section 1.03. (1) of the Procurement Guidelines, JICA may consider procedures other than International Competitive Bidding acceptable in any of the following cases:
 - (a) When the amount of a contract does not exceed ¥500,000,000 or equivalent in other currency accepted for international transactions in terms of the currency of a contract;
 - (b) When the number of qualified supplier(s) is limited;
 - (c) When the purchase of a commodity with a particular specification, brand name or designation is necessary in order to assure the interchangeability or standardization of equipment, or because of special design requirements; and
 - (d) When JICA finds International Competitive Bidding to be inappropriate for the reasons other than the case (a), (b) and (c) above (e.g. in case of emergency procurement).
- (2) Notwithstanding the provisions of Section 2. (1) above, the Procurement Guidelines will not apply in case of procurement of goods and services which are to be financed by the local currency. Procurement of such goods and services shall, however, be effected with due attention to the considerations of economy, efficiency, transparency in the procurement

process and non-discrimination among eligible bidders for procurement contracts.

Schedule 5

Disbursement Procedure

Disbursement Procedure set forth herein shall be applied for disbursement of the proceeds of the Loan:

The designated foreign exchange bank in Tokyo wherever mentioned in this Schedule shall be MUFG Bank, Ltd., Tokyo.

The Agent Bank wherever mentioned in this Schedule shall be the National Bank of Rwanda, which is the designated foreign exchange bank in the territories of the Borrower.

Section 1. Request for Disbursement

- (1) The Disbursement will be made in three (3) tranches and the Borrower shall request JICA to make disbursement by sending to JICA a Request for Disbursement in accordance with the Form JICA-RFD(P) attached hereto.
- (2) The amount stated in the Request for Disbursement shall be in Japanese Yen.

Section 2. Disbursement

- (1) When JICA finds the Request for Disbursement in order and in conformity with the provisions of the Loan Agreement, JICA shall make disbursement in Japanese Yen, in principle, within fifteen (15) business days from the date of receipt of such Request for Disbursement by deposit into the non-resident Yen account in the name of the Agent Bank, which shall be opened in advance with the designated foreign exchange bank in Tokyo, on behalf of the Borrower, in accordance with the relevant

- laws and regulations of Japan. All disbursement made by JICA under this Section 2. (1) shall be received by the Agent Bank on behalf of the Borrower.
- (2) The Borrower shall (i) open prior to presenting to JICA the first request for disbursement, and thereafter maintain a deposit account in the United States Dollar exclusively for the Program (hereinafter referred to as the “**Foreign Currency Deposit Account**”) at the Agent Bank on the terms and conditions satisfactory to JICA and (ii) submit to JICA the evidence of opening of such account. Upon the disbursement of the proceeds of the Loan into the non-resident Yen account in the name of the Agent Bank, and after receiving cable advice from the designated foreign exchange bank in Tokyo, the Borrower, through the Agent Bank, shall transfer the proceeds of the Loan into the Foreign Currency Deposit Account.
- (3) Upon the transfer of the proceeds of the Loan into the Foreign Currency Deposit Account, the Borrower, through the Agent Bank, shall immediately convert the United States Dollar amount of the Loan into Rwandan Franc and transfer an equivalent amount to the exchequer account available to finance budget expenditures. The Borrower shall provide to JICA a written confirmation within thirty (30) days of disbursement of the Loan that this transfer has been completed as well as a copy of written instructions issued by the Borrower to the Agent Bank evidencing such conversion and transfer.

Section 3. Delegation of Authority

- (1) The Borrower hereby designates the Agent Bank as its agent for the purposes of taking any action or entering into any agreement required or permitted under this Disbursement Procedure.
- (2) Any action taken or agreement entered into by the Agent Bank pursuant to the authority conferred on the Agent Bank shall be fully binding on the Borrower and shall have the same force and effect as if such action

was taken or such agreement was entered into by the Borrower.

- (3) The authority conferred on the Agent Bank may be revoked or modified by a written agreement between the Borrower and JICA.

Section 4. Arrangement

The Borrower shall cause the Agent Bank to make a necessary arrangement with the designated foreign exchange bank in Tokyo, including the following, in accordance with the authorization conferred on the Agent Bank set forth in Section 3. above:

- (1) open a non-resident Yen account in the name of the Agent Bank on behalf of the Borrower with the designated foreign exchange bank in Tokyo; and
- (2) cause the designated foreign exchange bank in Tokyo make cable advice to the Agent Bank of the disbursement by JICA.

Form JICA-RFD(P)

Request for Disbursement

Date:

Loan No.:

App. Serial No.:

To: JAPAN INTERNATIONAL COOPERATION AGENCY
AFRICA DEPARTMENT
Attention: Director General

Ladies and Gentlemen:

1. Pursuant to the Loan Agreement No. RW-C1 dated August 16, 2019 between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE GOVERNMENT OF THE REPUBLIC OF RWANDA, the undersigned hereby requests for disbursement under the said Loan Agreement, of the sum of Japanese Yen ____ (say ____).
2. The undersigned certifies that the above requested disbursement will not be used for ineligible budget expenditures under the said Loan Agreement.
3. Please make the disbursement of the amount requested herein by paying into the non-resident Yen account MUFG Bank, Ltd., Tokyo, Japan.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 109/01 ryo ku wa 07/10/2019 ryemeza burundu Amasezerano y'inguzanyo hagati y'Ikigo cy'Ubuyapani Gishinzwe Ubutwererane Mpuzamahanga (JICA) na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyari icumi z'Amayeni y'Ubuyapani (10.000.000.000 ¥) agenewe politiki y'urwego rw'ubuhinzi yo kunoza imirire binyuze mu mavugurura y'ubuhinzi, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 16 Kanama 2019	Seen to be annexed to Presidential Order n° 109/01 of 07/10/2019 ratifying the Loan Agreement between the Japan International Cooperation Agency (JICA) and the Government of the Republic of Rwanda, relating to the loan of ten billion Japanese Yen (¥ 10,000,000,000) for sector policy for nutrition improvement through agriculture transformation, signed at Kigali, Rwanda, on 16 August 2019	Vu pour être annexé à l'Arrêté Présidentiel n° 109/01 du 07/10/2019 ratifiant l'Accord de prêt entre l'Agence Japonaise de Coopération Internationale (JICA) et le Gouvernement de la République du Rwanda, relatif au prêt de dix milliards de Yen japonais (10.000.000.000 ¥) pour la politique sectorielle d'amélioration de la nutrition à travers la transformation de l'agriculture, signé à Kigali, au Rwanda, le 16 août
Kigali, ku wa 07/10/2019 (Sé) KAGAME Paul Perezida wa Repubulika	Kigali, on 07/10/2019 (Sé) KAGAME Paul President of the Republic	Kigali, le 07/10/2019 (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: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 110/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA Z'AMADETESI (90.000.000 DTS) Y'INKUNGA YA GATATU IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 02 NZERI 2019	PRESIDENTIAL ORDER N° 110/01 OF 07/10/2019 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF NINETY MILLION SPECIAL DRAWING RIGHTS (SDR 90,000,000) FOR THE THIRD RWANDA ENERGY SECTOR DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA, ON 02 SEPTEMBER 2019	ARRÊTÉ PRÉSIDENTIEL N° 110/01 DU 07/10/2019 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE QUATRE-VINGT-DIX MILLIONS DE DROITS DE TIRAGE SPÉCIAUX (90.000.000 DTS) POUR LE TROISIÈME FINANCEMENT DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 02 SEPTEMBRE 2019
<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>	<u>TABLE DES MATIÈRES</u>
<u>Ingingo ya mbere:</u> Kwemeza burundu	<u>Article One:</u> Ratification	<u>Article premier:</u> Ratification
<u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté
<u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa	<u>Article 3:</u> Commencement	<u>Article 3:</u> Entrée en vigueur

ITEKA RYA PEREZIDA N° 110/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA Z'AMADETESI (90.000.000 DTS) Y'INKUNGA YA GATATU IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 02 NZERI 2019	PRESIDENTIAL ORDER N° 110/01 OF 07/10/2019 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF NINETY MILLION SPECIAL DRAWING RIGHTS (SDR 90,000,000) FOR THE THIRD RWANDA ENERGY SECTOR DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA, ON 02 SEPTEMBER 2019	ARRÊTÉ PRÉSIDENTIEL N° 110/01 DU 07/10/2019 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE QUATRE-VINGT-DIX MILLIONS DE DROITS DE TIRAGE SPÉCIAUX (90.000.000 DTS) POUR LE TROISIÈME FINANCEMENT DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 02 SEPTEMBRE 2019
Twebwe, KAGAME Paul, Perezida wa Repubulika;	We, KAGAME Paul, President of the Republic;	Nous, KAGAME Paul, Président de la République;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;	Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;	Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;
Dushingiye ku Itegeko n° 33/2019 ryo ku wa 07/10/2019 ryemera kwemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda z'Amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe	Pursuant to Law n° 33/2019 of 07/10/2019 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90,000,000) for the third Rwanda energy sector development	Vu la Loi n° 33/2019 du 07/10/2019 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix millions de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de

politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 02 Nzeri 2019; Tumaze kubona Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mironko icyenda z'Amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda, ku wa 02 Nzeri 2019; Bisabwe na Minisitiri w'Imari n'Igenamigambi; Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza; TWATEGETSE KANDI DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mironko icyenda z'Amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 02 Nzeri 2019, ari ku mugereka	policy financing, signed at Kigali, Rwanda, on 02 September 2019; Considering the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90,000,000) for the third Rwanda energy sector development policy financing, signed at Kigali, Rwanda, on 02 September 2019; On proposal by the Minister of Finance and Economic Planning; After consideration and approval by the Cabinet; HAVE ORDERED AND HEREBY ORDER: <u>Article One: Ratification</u> The Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90,000,000) for the third Rwanda energy sector development policy financing, signed at Kigali, Rwanda, on 02 September 2019, annexed to this Order, is ratified and becomes	développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 02 septembre 2019; Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix millions de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 02 septembre 2019; Sur proposition du Ministre des Finances et de la Planification Économique; Après examen et adoption par le Conseil des Ministres; AVONS ARRÊTÉ ET ARRÊTONS: <u>Article premier: Ratification</u> L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix millions de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 02 septembre 2019, annexé au
--	--	--

w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	fully effective. <u>Article 2:</u> Authorities responsible for the implementation of this Order The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order. <u>Article 3:</u> Commencement This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté. <u>Article 3:</u> 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 07/10/2019	Kigali, on 07/10/2019	Kigali, le 07/10/2019
(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: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/ Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 110/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ICYENDA Z'AMADETESI (90.000.000 DTS) Y'INKUNGA YA GATATU IGENEWE POLITIKI Y'ITERAMBERE RY'URWEGO RW'INGUFU MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 02 NZERI 2019	ANNEX TO PRESIDENTIAL ORDER N° 110/01 OF 07/10/2019 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE CREDIT OF NINETY MILLION SPECIAL DRAWING RIGHTS (SDR 90,000,000) FOR THE THIRD RWANDA ENERGY SECTOR DEVELOPMENT POLICY FINANCING, SIGNED AT KIGALI, RWANDA, ON 02 SEPTEMBER 2019	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 110/01 DU 07/10/2019 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU CRÉDIT DE QUATRE-VINGT-DIX MILLIONS DE DROITS DE TIRAGE SPÉCIAUX (90.000.000 DTS) POUR LE TROISIÈME FINANCEMENT DE LA POLITIQUE DE DÉVELOPPEMENT DU SECTEUR DE L'ÉNERGIE AU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 02 SEPTEMBRE 2019
--	--	---

CREDIT NUMBER IDA-6485 - RW

Financing Agreement

(Third Rwanda Energy Sector Development Policy Financing)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER IDA-6485

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a credit, which is deemed as Concessional Financing for purposes of the General Conditions, in an amount equivalent to ninety million Special Drawing Rights (SDR 90,000,000) (variously, "Credit" and "Financing").
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.04. The Payment Dates are May 15 and November 15 in each year.
- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Dollar.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

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

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, namely a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.
- 4.02. The Additional Event of Acceleration consists of the following, namely the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of thirty (30) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

ARTICLE VI — REPRESENTATIVE; ADDRESSES

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

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

(a) the Recipient's address is:

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

(b) the Recipient's Electronic Address is:

Facsimile:	E-mail:
250-25257-75-81	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

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative

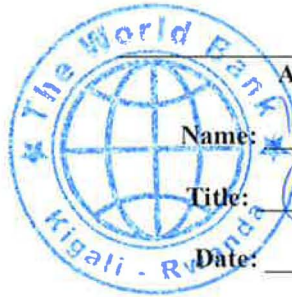
Name: Honorable Uzziel Ndagizimana

Title: Minister of Finance and Economic Planning

Date: September 2, 2019

INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name: Yasser El-Gammal

Title: Country Manager

Date: September 2, 2019

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

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

A. Contain the Fiscal Impact of the Electricity Sector

1. The Economic Cluster has approved a medium-term trajectory for fiscal transfers to REG and measures to stay within the budget envelope, including a financing plan for national electrification prioritizing private financing for off-grid solutions, a commitment to implementing the quarterly tariff adjustment, and a decision to pursue a partial listing of EUCL on a stock exchange (as evidenced by the minutes of the Economic Cluster meeting, dated June 10, 2019, and the Budget Framework Paper 2019/2020 and 2021/2022, dated April 2019).

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

1. MININFRA has approved an updated LCPDP methodology that, *inter alia*, incorporates the government's GHG emission reduction commitments (as evidenced by the minutes of the MININFRA Senior Management meeting, dated June 17, 2019 and the LCPDP 2019-2040, dated June 2019).
2. REG has approved new standard PPA clauses and a standardized risk allocation matrix applicable to all future IPPs to ensure adequate risk sharing between REG and private investors (as evidenced by the REG Board of Directors' Resolution, dated June 11, 2019 with pertinent standard PPA clauses and related documents attached).
3. RURA has completed a review of its regulatory framework for cross-border electricity trade, which concluded that its grid code and licensing regulations are compatible with electricity trade in the East Africa Power Pool (as evidenced by the Grid Code, dated August 2013; the list of electricity licenses awarded as of April 30, 2019; and the document entitled "review of NRI Grid Codes and EAPP Interconnection Code", dated 2018).
4. MININFRA has approved guidelines setting minimum requirements for off-grid solutions that are consistent with international best practice to ensure that off-grid solutions remain affordable in Rwanda (as evidenced by the minutes of the MININFRA Senior Management meeting, dated June 17, 2019 and the Ministerial

Guidelines on Minimum Standards Requirements for Solar Home Systems, issued by MININFRA, dated June 2019).

5. REG has approved an incentive scheme to make off-grid solutions affordable for low-income households (as evidenced by the REG Board of Directors' Resolution, dated June 11, 2019).
6. (a) RURA has updated the simplified licensing framework for mini-grids that do not require an off-taker agreement with the public sector (as evidenced by the letter No. 1088/ DG/EL-EWS/RURA/019 from the Director-General of RURA to the Honourable Minister of MININFRA, dated June 2, 2019 and Regulation governing the simplified electricity licensing framework for rural electrification in Rwanda); (b) RURA has issued and published the technical specifications for mini-grids (as evidenced by the Guidelines No. 02/GL/EL-EWS/RURA/2019 on Minimum Technical Requirements for Mini-Grids in Rwanda, issued by RURA, dated June 2019); and (c) MININFRA has approved the investment guidelines for mini-grids (as evidenced by the Ministerial Guidelines on Mini-Grids Development, issued by MININFRA, dated June 2019 and the minutes of the MININFRA Senior Management meeting, dated June 17, 2019).
7. (a) REG has completed its transition to IFRS, as evidenced by the unqualified opinion of the independent auditor on the financial statements of both REG and EUCL (as evidenced by the certified true copy by Deloitte of the EUCL annual report and financial statements for the year ended in June 30 2018 and the copy of the consolidated financial statements of REG for the year ended in June 30, 2017); and (b) The REG Board of Directors has mandated the external audit and publication of the financial statements of REG, EDCL and EUCL financial statements within the first quarter of the following financial year (as evidenced by the REG Board of Directors' Resolution, dated June 11, 2019).
8. REG has fully transitioned to automated customer and bill management using its new Integrated Business Management System (IBMS) (as evidenced by the REG Board of Directors' Resolution, dated June 11, 2019 and the letter No. 11.07.021/398/19/CEP-REG/RW/nm from the CEO of REG to the Honourable Minister of MININFRA, dated June 20, 2019).

Section II. Availability of Financing Proceeds

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

Allocations	Amount of the Financing Allocated (expressed in SDR)
(1) Single Withdrawal Tranche	90,000,000
TOTAL AMOUNT	90,000,000

- C. Withdrawal Tranche Release Conditions.**
- No withdrawal shall be made of the Single Withdrawal Tranche unless the Association is satisfied: (a) with the Program being carried out by the Recipient; and (b) with the adequacy of the Recipient's macroeconomic policy framework.
- D. Closing Date.** The Closing Date is June 30, 2021.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage) *
On each May 15 and November 15, commencing November 15, 2025 to and including May 15, 2057	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. "CEO" means the Chief Executive Officer.
2. "Economic Cluster" means a subgroup of the Recipient's cabinet members formed for the effective implementation and monitoring of National Strategy for Transformation priorities.
3. "East Africa Power Pool" means the specialized institution to foster power system interconnectivity by the heads of states of the Common Market for Eastern and Southern Africa (COMESA) region.
4. "Energy Development Corporation Limited" or "EDCL" means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 17/2018 of April 13 governing companies; or any legal successor thereto.
5. "Energy Utility Corporation Limited" or "EUCL" means the Recipient's limited liability company incorporated under the Companies Act Law No. 07/2009 of 27/04/2009 and operating under the Recipient's Law No. 27/2018 of April 13 governing companies; or any legal successor thereto.
6. "General Conditions" means the "International Development Association General Conditions for IDA Financing, Development Policy Financing", dated December 14, 2018.
7. "IBMS" means Integrated Business Management System.
8. "IFRS" means International Financial Reporting Standards, as issued by the IFRS Foundation and the International Accounting Standards Board (IASB).
9. "IPPs" means Independent Power Producers.
10. "Least Cost Power Development Plan" or "LCPDP" means the report titled "Least Cost Development Plan 2030-40", dated June 2019, prepared by REG.
11. "MININFRA" means the Recipient's Ministry of Infrastructure, or any successor thereto.
12. "PPA" means Power Purchase Agreement.

13. "Program" means: the program of objectives, policies, and actions set forth or referred to in the letter dated July 8, 2019 from the Recipient to the Association declaring the Recipient's commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program's objectives.
14. "REG" means Rwanda Energy Group, a company established pursuant to the Recipient Companies Act Law No. 07/2009 of 27/04/2009, and operating under the Recipient's Law No. 27/2018 of April 13 governing companies.
15. "RURA" means the Rwanda Utilities Regulatory Authority, established and operating pursuant to the Law No. 09/2013 of 01/03/2013 establishing the Rwanda Utilities Regulatory Authority (RURA) and determining its mission, powers, organization and functioning, published in the Official Gazette No. 14 bis of 08/04/2013.
16. "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.
17. "Single Withdrawal Tranche" means the amount of the Financing allocated to the category entitled "Single Withdrawal Tranche" in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 110/01 ryo ku wa 07/10/2019 ryemeza burundu Amasezerano y'Inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga Gitsura Amajyambere (IDA), yerekeranye n'inguzanyo ingana na miliyoni mirongo icyenda z'Amadetsi (90.000.000 DTS) y'inkunga ya gatatu igenewe politiki y'iterambere ry'urwego rw'ingufu mu Rwanda, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 02 Nzeri 2019 Kigali, ku wa 07/10/2019 (Sé) KAGAME Paul Perezida wa Repubulika	Seen to be annexed to Presidential Order n° 110/01 of 07/10/2019 ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the credit of ninety million Special Drawing Rights (SDR 90,000,000) for the third Rwanda energy sector development policy financing, signed at Kigali, Rwanda, on 02 September 2019 Kigali, on 07/10/2019 (Sé) KAGAME Paul President of the Republic	Vu pour être annexé à l'Arrêté Présidentiel n° 110/01 Du 07/10/2019 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au crédit de quatre-vingt-dix millions de Droits de Tirage Spéciaux (90.000.000 DTS) pour le troisième financement de la politique de développement du secteur de l'énergie au Rwanda, signé à Kigali, au Rwanda, le 02 septembre 2019 Kigali, le 07/10/2019 (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: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

ITEKA RYA PEREZIDA N° 111/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBURUSIYA, KU BUFATANYE MU RWEGO RW'IKORESHA RY'INGUFU ZA NIKELEYERI MU BURYO BUGAMIJE AMAHORO, YAKOREWE I MOSIKU KU WA 5 UKUBOZA 2018 <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Kwemeza burundu <u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa	PRESIDENTIAL ORDER N° 111/01 OF 07/10/2019 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE FIELD OF THE USE OF NUCLEAR ENERGY FOR PEACEFUL PURPOSES, DONE AT MOSCOW, ON 5 DECEMBER 2018 <u>TABLE OF CONTENTS</u> <u>Article One:</u> Ratification <u>Article 2:</u> Authorities responsible for the implementation of this Order <u>Article 3:</u> Commencement	ARRÊTÉ PRÉSIDENTIEL N° 111/01 DU 07/10/2019 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LE DOMAINE DE L'UTILISATION DE L'ÉNERGIE NUCLÉAIRE À DES FINS PACIFIQUES, FAIT À MOSCOU, LE 5 DÉCEMBRE 2018 <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Ratification <u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté <u>Article 3:</u> Entrée en vigueur
--	--	---

ITEKA RYA PEREZIDA N° 111/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA Y’UBURUSIYA, KU BUFATANYE MU RWEGO RW’IKORESHA RY’INGUFU ZA NIKELEYERI MU BURYO BUGAMIJE AMAHORO, YAKOREWE I MOSIKU KU WA 5 UKUBOZA 2018 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; Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma y’Uburusiya, ku bufatanye mu rwego rw’ikoresha ry’ingufu za nikeleyeri mu buryo bugamije amahoro, yakorewe i Mosiku ku wa 5 Ukuboza 2018; Bisabwe na Minisitiri w’Ibikorwa Remezo; Inama y’Abaminisitiri, yateranye ku wa 29/07/2019, imaze kubisuzuma no kubyemeza;	PRESIDENTIAL ORDER N° 111/01 OF 07/10/2019 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE FIELD OF THE USE OF NUCLEAR ENERGY FOR PEACEFUL PURPOSES, DONE AT MOSCOW, ON 5 DECEMBER 2018 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; Considering the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the field of the use of nuclear energy for peaceful purposes, done at Moscow, on 5 December 2018; On proposal by the Minister of Infrastructure; After consideration and approval by the Cabinet, in its session of 29/07/2019;	ARRÊTÉ PRÉSIDENTIEL N° 111/01 DU 07/10/2019 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LE DOMAINE DE L’UTILISATION DE L’ÉNERGIE NUCLÉAIRE À DES FINS PACIFIQUES, FAIT À MOSCOU, LE 5 DÉCEMBRE 2018 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; Considérant l’Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans le domaine de l’utilisation de l’énergie nucléaire à des fins pacifiques, fait à Moscou, le 5 Décembre 2018; Sur proposition du Ministre des Infrastructures; Après examen et adoption par le Conseil des Ministres, en sa séance du 29/07/2019;
---	---	---

TWATEGETSE KANDI DUTEGETSE: <u>Ingingo ya mbere: Kwemeza burundu</u> Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Uburusiya, ku bufatanye mu rwego rw'ikoreshwa ry'ingufu za nikeleyeri mu buryo bugamije amahoro, yakorewe i Mosiku ku wa 5 Ukuboza 2018, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye. <u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w'Intebe, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ibikorwa Remezo, Minisitiri w'Ubuzima na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	HAVE ORDERED AND ORDER: <u>Article One: Ratification</u> Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the field of the use of nuclear energy for peaceful purposes, done at Moscow on 5 December 2018, annexed to this Order, is ratified and becomes fully effective. <u>Article 2: Authorities responsible for the implementation of this Order</u> The Prime Minister, the Minister of Foreign Affairs and International Cooperation, the Minister of Infrastructure, the Minister of Health and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order. <u>Article 3: Commencement</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	AVONS ARRÊTÉ ET ARRÊTONS: <u>Article premier: Ratification</u> L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans le domaine de l'utilisation de l'énergie nucléaire à des fins pacifiques, fait à Moscou, le 5 Décembre 2018, annexé au présent arrêté, est ratifié et sort son plein et entier effet. <u>Article 2: Autorités chargées de l'exécution du présent arrêté</u> Le Premier Ministre, le Ministre des Affaires Étrangères et de la Coopération Internationale, le Ministre des Infrastructures, le Ministre de la Santé et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté. <u>Article 3: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
--	--	---

Kigali, ku wa 07/10/2019	Kigali, on 07/10/2019	Kigali, le 07/10/2019
(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: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA PEREZIDA N° 111/01 RYO KU WA 07/10/2019 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA Y'UBURUSIYA, KU BUFATANYE MU RWEGO RW'IKORESHA RY'INGUFU ZA NIKELEYERI MU BURYO BUGAMIJE AMAHORO, YAKOREWE I MOSIKU KU WA 5 UKUBOZA 2018	ANNEX TO PRESIDENTIAL ORDER N° 111/01 OF 07/10/2019 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE FIELD OF THE USE OF NUCLEAR ENERGY FOR PEACEFUL PURPOSES, DONE AT MOSCOW, ON 5 DECEMBER 2018	ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 111/01 DU 07/10/2019 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LE DOMAINE DE L'UTILISATION DE L'ÉNERGIE NUCLÉAIRE À DES FINS PACIFIQUES, FAIT À MOSCOU, LE 5 DÉCEMBRE 2018
--	---	---

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF RWANDA
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION
ON COOPERATION IN THE FIELD OF THE USE OF
NUCLEAR ENERGY FOR PEACEFUL PURPOSES**

The Government of the Republic of Rwanda and the Government of the Russian Federation, hereinafter referred to as «the Parties»,

mindful that the Parties' States are Members of the International Atomic Energy Agency and Parties to the Treaty on the Non-proliferation of Nuclear Weapons of July 1, 1968,

being governed by the provisions of the Agreement between the Republic of Rwanda and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons of November 18, 2009,

being governed by the provisions of the Agreement between the Union of Soviet Socialist Republics and the International Atomic Energy Agency for the Application of Safeguards in the Union of Soviet Socialist Republics of February 21, 1985 and the Protocol between the Russian Federation and the International Atomic Energy Agency, additional to the Agreement between the Union of Soviet Socialist Republics and the International Atomic Energy Agency for the Application of Safeguards in the Union of Soviet Socialist Republics, of March 22, 2000,

acknowledging that the use of nuclear energy for peaceful purposes based on nuclear and radiation safety standards is an important factor in ensuring social and economic development of both Parties' States,

desiring to contribute to further cooperation between the Parties' States in the field of the use of nuclear energy for peaceful purposes, and

have agreed as follows:

Article 1

Terms and definitions

The terms that are used in this Agreement have the meanings identified in the International Atomic Energy Agency documents «Guidelines for the Export of Nuclear Material, Equipment and Technology» (INFCIRC/254/Part 1 and INFCIRC/254/Part 2) and their further amendments which will be made. Any amendment made will be valid in the framework of this Agreement only in case if the Parties inform each other in written form through diplomatic channels about such amendment.

The term «intellectual property» has the meaning defined in Article 2 of the Convention Establishing the World Intellectual Property Organization signed in Stockholm on July 14, 1967.

The terms that are used in this Agreement have the following meanings:

1) The term «information» means scientific, commercial, technical data and (or) information in any form, defined as such and agreed by the competent authorities of the Parties for transfer or exchange in the framework of this Agreement.

2) The term «information about the results of intellectual activity» means information contained in documents and (or) other tangible media, which comprise the results of intellectual activity and contains limitation mark of access to and distribution.

3) The term «background intellectual property» means intellectual property obtained not in connection with performance of any agreements (contracts), concluded in the course of the implementation of this Agreement, which belongs to the Party's State and (or) its competent authorities and (or) authorized organizations, and (or) other legal and physical entities of each Party's States which is used in the course of the implementation of this Agreement.

4) The term «the results of intellectual activity» means scientific, engineering, technical and technological solutions contained in engineering,

scientific and technical documents and embedded in products that are developed, manufactured and delivered through the cooperation in the course of performing this Agreement.

5) The term «know-how» means information of any type (production, technological, economic, organizational, and others), on the results of intellectual activity in the area of science and technology and information on methods of carrying out the professional activity having real or potential commercial value because it is unknown to third persons, to which such persons have no legal open access and with respect to which the owner of such information takes reasonable measures to ensure confidentiality, including introducing a regime of trade secret.

6) The term «foreground intellectual property» means intellectual property developed in the course of performing joint activities (cooperation) under this Agreement.

Article 2

Objectives of the Agreement

The Parties shall develop and strengthen cooperation in areas of the use of nuclear energy for peaceful purposes in accordance with the needs and priorities of their respective national nuclear programs.

Cooperation shall be carried out in accordance with the provisions of this Agreement and legislation of each Party's State.

Article 3

Areas of Cooperation

The Parties shall implement cooperation in the following areas:

1) assistance in establishment and enhancement of the nuclear infrastructure of the Republic of Rwanda, including governmental regulation of safety in accordance with the international recommendations;

- 2) design and construction of nuclear and research reactors, water desalination facilities and atomic particle accelerators;
- 3) exploration and mining of uranium and thorium deposits, study of mineral resources of the Republic of Rwanda for the development of its nuclear industry;
- 4) nuclear fuel cycle services for nuclear power plants and research reactors;
- 5) radioactive waste management;
- 6) nuclear and radiation safety and security, emergency response;
- 7) nuclear safety and radiological protection regulation, control of physical protection of nuclear materials, nuclear facilities, radiation sources, storage areas of nuclear materials and radioactive materials, systems of accounting and control of nuclear materials, radioactive materials and radioactive waste;
- 8) research and manufacturing of materials, components and technologies for nuclear and research reactors, as well as technologies to produce durable strength metals, fuel fabrication and fuel quality control, blankets, absorbers, moderators and other reactor elements allowed under the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968;
- 9) usage of simulators for training of personnel for nuclear industry, equipment for radioactive waste management and personnel training;
- 10) basic and applied research and studies in the field of the use of nuclear energy for peaceful purposes;
- 11) production and application of radioisotopes in industry, medicine and agriculture;
- 12) education, training and retraining of experts for nuclear industry, including the personnel of the security and radiological protection Regulator of the Republic of Rwanda;
- 13) other areas of cooperation that may be agreed upon by the Parties in written form through diplomatic channels.

Article 4

Forms of Cooperation

1. Cooperation in the areas covered by Article 3 of this Agreement shall be implemented in the following forms:

1) establishment of joint working groups to implement specific projects and scientific research;

2) exchange of experts;

3) organization of workshops and symposia;

4) assistance in training of scientific and technical personnel;

5) exchange of scientific and technical information;

6) provision of equipment, materials and components.

2. Cooperation may be executed in other forms agreed upon by the Parties in written form through diplomatic channels.

Article 5

Competent Authorities

1. Each Party shall designate competent authorities for the purpose of implementing this Agreement:

For the Rwandan Party the competent authorities shall be the Ministry of Infrastructure of the Republic of Rwanda and the Rwanda Utilities Regulatory Authority (for the area concerning nuclear safety and radiological protection regulation; control of physical protection of nuclear materials, nuclear facilities, radiation sources, storage areas of nuclear materials and radioactive materials, systems of accounting and control of nuclear materials, radioactive materials and radioactive waste).

For the Russian Party the competent authorities shall be the State Atomic Energy Corporation «Rosatom» and the Federal service for ecological, technological and atomic inspectorate (for the area concerning nuclear safety and radiological protection regulation, control of physical protection of nuclear materials, nuclear facilities, radiation sources, storage areas of nuclear materials

and radioactive materials, systems of accounting and control of nuclear materials, radioactive materials and radioactive waste, as well as training of the personnel of the security and radiological protection Regulator of the Republic of Rwanda).

2. The Parties shall notify each other without delay through diplomatic channels in written form in case of change of the competent authorities, their names or functions.

Article 6

Joint Coordination Committee

Competent authorities of both Parties shall establish a Joint Coordination Committee from representatives designated by the competent authorities of the Parties to monitor the implementation of this Agreement, review the issues arising in the course of its implementation and hold consultations on issues related to the use of nuclear energy for peaceful purposes.

The meetings of the Joint Coordination Committee shall be held as appropriate alternately in the Republic of Rwanda and in the Russian Federation as agreed by the competent authorities of the Parties.

Joint Working Groups shall be established as agreed by the competent authorities of the Parties to implement specific projects for the purpose of implementing this Agreement.

Article 7

Authorized Organizations

Cooperation in the areas referred to in Article 3 of this Agreement shall be implemented by Rwandan and Russian organizations authorized by the competent authorities of the Parties (hereinafter – authorized organizations) by concluding agreements (contracts) that determine the scope of cooperation, rights and obligations of participants to agreements (contracts), financial and

other terms of cooperation in accordance with the legislation of each Party's State.

Authorized organizations shall ensure inclusion into agreements (contracts) concluded by authorized organizations and other participants to the agreements (contracts) the conditions necessary to ensure that such agreements (contracts) comply with the provisions of this Agreement.

Article 8

Information

Information constituting the State secret of the Republic of Rwanda and the State secret of the Russian Federation shall not be exchanged under this Agreement.

Information transferred under this Agreement or created from the implementation thereof and regarded by the transferring Party as confidential shall be clearly defined as such. The Party transferring such information under the Agreement shall mark such information in the English language as «Confidential», in the Russian language as «Для служебного пользования».

The Party receiving this identified information shall protect it at a level equivalent to the level of protection applied by the supplying Party to such information. Such information shall not be disclosed or transferred to a third party without the written consent of the transferring Party.

The Parties shall limit to maximum the number of individuals with access to information, which the transferring Party regards as confidential.

Such information shall be treated in the Republic of Rwanda as official information of limited distribution. Such information shall be protected in accordance with the legislation of the Republic of Rwanda.

Such information shall be treated in the Russian Federation as official information of limited distribution. Such information shall be protected in accordance with the legislation of the Russian Federation.

All information transferred under this Agreement shall be used exclusively in accordance with this Agreement.

Article 9

Intellectual Property

1. Granting of rights to the background intellectual property is the subject of separate agreements (contracts) to be concluded in the course of the implementation of this Agreement.

The background intellectual property granted to the Party, its competent authorities or authorized organizations shall only be used strictly in accordance with the terms and conditions of the agreements (contracts) concluded for the purposes of implementation of this Agreement. The background intellectual property shall not be granted to any third party without prior written consent of the Party, its competent authorities or authorized organizations that have granted the background intellectual property.

The Parties, its competent authorities and authorized organizations in accordance with each Party's State legislation and international treaties, that the respective Party's State has joined, shall take all necessary measures to provide protection of the results of intellectual activity, foreground intellectual property and the background intellectual property that is necessary for the implementation of this Agreement.

2. The procedure, the terms and conditions of vesting the rights, providing legal protection of the results of intellectual activity, legal disposal and protection of the intellectual property shall be set forth in the agreements (contracts) to be concluded in the course of the implementation of this Agreement.

3. The authorized organizations shall stipulate in the agreements (contracts) to be concluded in the course of the implementation of this Agreement obligations concerning the granting of rights to the background intellectual property, allocation (vesting) of rights to the results of intellectual

activity jointly created in the course of the implementation of this Agreement, as well as legal protection of foreground intellectual property. In particular, such obligations shall:

1) ensure adequate and secure protection of the results of the intellectual activity and jointly developed intellectual property, as well as background intellectual property;

2) stipulate that granting of rights and usage of any background intellectual property may take place only after providing its legal protection on the territory of the state of use, where such intellectual property is planned to be used;

3) ensure that the contribution made by each Party, the competent authorities or the authorized organizations is adequately measured and taken into account in the process of allocating (vesting) the rights on the results of intellectual activity jointly created in the course of the implementation of this Agreement, as well as in the process of distributing the proceeds generated by their use;

4) set forth a procedure to ensure legal protection of the results of intellectual activity jointly created in the course of the implementation of this Agreement and set forth a priority regarding filing of patent applications on the basis of that patent applications with respect to protectable (registrable) results of intellectual activity created on the territory of the Russian Federation shall be filed to the Federal Service for Intellectual Property in the first place, and patent applications with respect to protectable (registrable) results of intellectual activity created on the territory of the Republic of Rwanda shall be filed to the patent office of the Republic of Rwanda in the first place;

5) ensure protection of data concerning all the results of intellectual activity created in the course of the implementation of this Agreement until relevant decisions as to their legal protection have been made and implemented;

6) retain for the owner of the background intellectual property control over its usage;

7) ensure protection of know-how and information about the results of intellectual activity;

8) compensate losses due to misuse of the intellectual property, know-how and information about the results of intellectual activity.

4. The Party, its competent authorities or authorized organizations, which receive know-how and (or) information about the results of intellectual activity, transferred by the other Party, its competent authorities or authorized organizations, shall admit and recognize confidentiality of such know-how and (or) information and ensure its (their) security and protection.

Granting and usage of know-how and (or) information about the results of intellectual activity, shall take place only if and when its (their) security and protection are adequately ensured by the Receiving Party, its competent authorities or authorized organizations.

The Receiving Party, its competent authorities or authorized organizations shall ensure that the level of security and protection of any know-how and (or) information about the results of intellectual activity is at least at the same level as that applied by the Disclosing Party, its competent authorities or authorized organizations.

Any know-how and (or) information about the results of intellectual activity granted in the course of performing this Agreement shall be used strictly for the purposes of performing this Agreement and in accordance with the terms and conditions of the agreements (contracts) to be concluded in the course of the implementation of this Agreement.

The Receiving Party, its competent authorities or authorized organizations shall not use such know-how and (or) information about the results of intellectual activity without prior written consent of the Disclosing Party, its competent authorities or authorized organizations in its own research and development activities, design, technical and engineering solutions.

The Receiving Party, its competent authorities or authorized organizations shall not disclose, publish, use commercially any such know-how and (or) information about the results of intellectual activity or grant it to any third state, any international organization or any third party.

The Disclosing Party, its competent authorities or authorized organizations shall retain the rights and title to any protectable (registrable) results of intellectual activity contained in any know-how and (or) information about the results of intellectual activity granted to the Receiving Party, its competent authorities or authorized organizations. The Receiving Party, its competent authorities or authorized organizations shall not seek to secure (vest) any rights for such protectable (registrable) results. In the event of breach of this clause, the Receiving Party, its competent authorities or authorized organizations shall cede (alienate) the rights and title for such results to the Disclosing Party, its competent authorities or authorized organizations in full and free of charge.

5. In order to avoid any unauthorized access to know-how and (or) information about the results of intellectual activity, which may be granted (transferred) within this Agreement, the Parties, their competent authorities and authorized organizations shall have the right to use any means of information security and to furnish products that embed and (or) constitute the results of intellectual activity, which are transferred within this Agreement with technological measures that limit unauthorized copying, changing and (or) modification in accordance with the procedure envisaged by the legislation of the respective Party's State.

6. The Parties, their competent authorities and authorized organizations shall take all necessary actions free of charge in order to provide vesting and granting of rights to the results of intellectual activity and foreground intellectual property to the legitimate owner in accordance with the terms and conditions of this Agreement and of the agreements (contracts) to be concluded in the course of the implementation of this Agreement.

Article 10

Non-proliferation and Safeguards

1. Export of nuclear materials, equipment, special non-nuclear materials and respective technologies, as well as dual use items under this Agreement shall be implemented in accordance with the obligations of the Parties arising from the Parties to the Treaty on the Non-proliferation of Nuclear Weapons of July 1, 1968, and other international treaties and agreements within the framework of the multilateral mechanisms of export control to which the Republic of Rwanda and/or the Russian Federation are the parties to.

2. Nuclear materials, equipment, special non-nuclear materials and respective technologies, as well as nuclear and special non-nuclear materials, facilities and equipment produced thereof or as a result of their use, received by the Republic of Rwanda under this Agreement:

1) shall not be used for the manufacturing of nuclear weapons and other nuclear explosive devices or any other military purpose;

2) shall be under the International Atomic Energy Agency Safeguards in accordance with the provisions of the Agreement between the Republic of Rwanda and the International Atomic Energy Agency for the Application of Safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons of 18 November, 2009;

3) shall be provided with physical protection measures at a level not lower than the levels recommended by the International Atomic Energy Agency, with provision for revisions in Nuclear Security Recommendations on Physical Protection of Nuclear Material and Nuclear Facilities (INFCIRC/225/Rev.5);

4) shall be exported or re-exported from the jurisdiction of the Republic of Rwanda to any other country only in accordance with the terms and conditions of this Article.

3. Nuclear material transferred to the Republic of Rwanda under this Agreement shall not be enriched to 20 percent or more in uranium-235 and shall not be enriched or reprocessed without prior written consent of the competent

authority of the Disclosing Party issued in accordance with the legislation of the Russian Federation.

4. Dual use items and related technologies used for nuclear purposes received from the Russian Federation under this Agreement and any reproduced copies thereof:

1) shall be used only for declared purposes that are not connected with activities of manufacturing of nuclear explosive devices;

2) shall not be used to carry out any activities in the field of nuclear fuel cycle that are not subject to the International Atomic Energy Agency Safeguards;

3) shall not be copied, modified, re-exported and transferred to a third party without written consent of Russian authorized organizations issued in accordance with the legislation of the Russian Federation.

5. The Parties shall cooperate on the issues of export control of nuclear materials, equipment, special non-nuclear materials and respective technologies, as well as dual use equipment. Control on the end use of supplied nuclear materials, equipment, special non-nuclear materials and respective technologies, as well as nuclear and special non-nuclear materials, facilities and equipment produced thereof or as a result of their use shall be exercised in a way agreed upon through consultations between the Parties.

Article 11

Transfer of Enriched Materials

Facilities and technologies for chemical reprocessing of irradiated nuclear fuel, isotopic uranium enrichment and heavy water production, their major components or any items produced thereof, as well as uranium enriched to 20 percent or more in uranium-235, plutonium and heavy water shall not be transferred under this Agreement.

Article 12

Liability for Nuclear Damage

Civil liability for nuclear damage that may arise from the implementation of cooperation under this Agreement shall be governed by the Parties according to the provisions of Vienna Convention on Civil Liability for Nuclear Damage of May 21, 1963, herewith the mentioned convention shall be applied to the cooperation under this Agreement as if the Republic of Rwanda is the party to.

Article 13

Settlement of Disputes

Any disputes arising from the application or interpretation of the provisions of this Agreement shall be settled by consultations or negotiations between the competent authorities of the Parties in case otherwise agreed between the Parties.

If there is a conflict between an article of this Agreement and an article of an agreement or contract, concluded in the framework of this Agreement, the provisions of this Agreement shall prevail.

Article 14

Amendments to the Agreement

This Agreement may be amended through the conclusion of separate protocols by the Parties.

Article 15

Entry into Force, Duration and Termination

This Agreement shall enter into force from the date of the receipt through diplomatic channels of the last written notification of the completion by the Parties of internal procedures necessary for its entry into force.

The duration of this Agreement is ten (10) years and will be automatically renewed for consecutive 5-year periods, unless either Party notifies the other Party through diplomatic channels in writing about its desire to terminate this Agreement six months prior to the expiration of the initial or consequent period.

The termination of this Agreement shall not affect the programs, projects and contracts initiated while this Agreement has been in force and not completed by the date of its termination, unless otherwise agreed by both Parties.

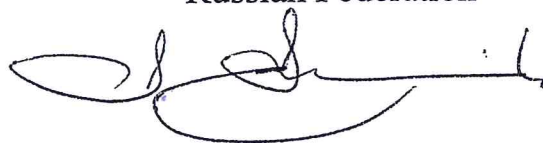
In case of termination of this Agreement the obligations of the Parties under the Articles 8 – 12 of this Agreement shall remain in force.

Done at Moscow, on the 5th of December, 2018 in duplicate in the English and Russian languages, both texts being equally authentic.

For the Government of the
Republic of Rwanda



For the Government of the
Russian Federation



Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 111/01 ryo ku wa 07/10/2019 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma y'Uburusiya, ku bufatanye mu rwego rw'ikoreshwa ry'ingufu za nikeleyeri mu buryo bugamije amahoro, yakorewe i Mosiku ku wa 5 Ukuboza 2018	Seen to be annexed to Presidential Order n° 111/01 of 07/10/2019 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the field of the use of nuclear energy for peaceful purposes, done at Moscow, on 5 December 2018	Vu pour être annexé à l'Arrêté Présidentiel n° 111/01 du 07/10/2019 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans le domaine de l'utilisation de l'énergie nucléaire à des fins pacifiques, fait à Moscou, le 5 décembre 2018
Kigali, ku wa 07/10/2019 (Sé) KAGAME Paul Perezida wa Repubulika	Kigali, on 07/10/2019 (Sé) KAGAME Paul President of the Republic	Kigali, le 07/10/2019 (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: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

ITEKA RYA MINISITIRI W'INTEBE N° 221/03 RYO KU WA 07/10/2019 RIVANA UBUTAKA MU MUTUNGO RUSANGE WA LETA BUGASHYIRWA MU MUTUNGO BWITE WA LETA RIKANABUTANGA <u>ISHAKIRO</u> <u>Ingingo ya mbere:</u> Ivanwa ry'ubutaka mu mutungo rusange wa Leta bugashyirwa mu mutungo bwite wa Leta <u>Ingingo ya 2:</u> Itangwa <u>Ingingo ya 3:</u> Abashinzwe gushyira mu bikorwa iri teka <u>Ingingo ya 4:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka <u>Ingingo ya 5:</u> Igihe iri teka ritangirira gukurikizwa	PRIME MINISTER'S ORDER N° 221/03 OF 07/10/2019 TRANSFERRING A LAND FROM STATE PUBLIC DOMAIN TO STATE PRIVATE DOMAIN AND ALLOCATING THE LAND <u>TABLE OF CONTENTS</u> <u>Article One:</u> Transfer of land from State public domain to State private domain <u>Article 2:</u> Allocation <u>Article 3:</u> Authorities responsible for the implementation of this Order <u>Article 4:</u> Repealing provision <u>Article 5:</u> Commencement	ARRÊTÉ DU PREMIER MINISTRE N° 221/03 DU 07/10/2019 PORTANT DÉSAFFECTATION D'UNE TERRE DU DOMAINE PUBLIC DE L'ÉTAT AU DOMAINE PRIVÉ DE L'ÉTAT ET SON ALLOCATION <u>TABLE DES MATIÈRES</u> <u>Article premier:</u> Désaffectation de terre du domaine public de l'État au domaine privé de l'État <u>Article 2:</u> Allocation <u>Article 3:</u> Autorités chargées de l'exécution du présent arrêté <u>Article 4:</u> Disposition abrogatoire <u>Article 5:</u> Entrée en vigueur
---	---	--

ITEKA RYA MINISITIRI W'INTEBE N° 221/03 RYO KU WA 07/10/2019 RIVANA UBUTAKA MU MUTUNGO RUSANGE WA LETA RIKABUSHYIRA MU MUTUNGO BWITE WA LETA RIKANABUTANGA Minisitiri w'Intebe; Ashingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 44, iya 119, iya 120, iya 122 n'iya 176; Ashingiye ku Itegeko n° 43/2013 ryo ku wa 16/06/2013 rigenga ubutaka mu Rwanda, cyane cyane mu ngingo zaryo, iya 12, iya 14 n'iya 17; Bisabwe na Minisitiri w'Ibidukikije; Inama y'Abaminisitiri yateranye ku wa 07/06/2019, imaze kubisuzuma no kubyemeza; ATEGETSE: <u>Ingingo ya mbere:</u> Ivanwa ry'ubutaka mu mutungo rusange wa Leta bugashyirwa mu mutungo bwite wa Leta Ubutaka buri mu kibanza N° UPI 4/05/07/04/1 bungana na metero kare 297.178 buherereye mu Mudugudu wa Kabeza, Akagari ka Nyarwambu,	PRIME MINISTER'S ORDER N° 221/03 OF 07/10/2019 TRANSFERRING A LAND FROM STATE PUBLIC DOMAIN TO STATE PRIVATE DOMAIN AND ALLOCATING THE LAND The Prime Minister; Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 44, 119, 120, 122 and 176; Pursuant to Law n° 43/2013 of 16/06/2013 governing land in Rwanda, especially in Articles 12, 14 and 17; On proposal by the Minister of Environment; After consideration and approval by the Cabinet, in its session of 07/06/2019; ORDERS: <u>Article One:</u> Transfer of land from State public domain to State private domain The land in plot N° UPI 4/05/07/04/1 with a surface of 297,178 sqm, located in Kabeza Village, Nyarwambu Cell, Kaniga Sector,	ARRÊTÉ DU PREMIER MINISTRE N° 221/03 DU 07/10/2019 PORTANT DÉSAFFECTATION D'UNE TERRE DU DOMAINE PUBLIC DE L'ÉTAT AU DOMAINE PRIVÉ DE L'ÉTAT ET SON ALLOCATION Le Premier Ministre; Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 44, 119, 120, 122 et 176; Vu la Loi n° 43/2013 du 16/06/2013 portant régime foncier au Rwanda, spécialement en ses articles 12, 14 and 17; Sur Proposition du Ministre de l'Environnement; Après examen et adoption par le Conseil des Ministres, en sa séance du 07/06/2019; ARRÊTE: <u>Article premier:</u> Désaffectation de terre du domaine public de l'État au domaine privé de l'État Le terrain qui se trouve dans la parcelle N° UPI 4/05/07/04/1 qui a une superficie de 297.178 m², situé dans le Village de Kabeza, Cellule
---	---	---

Umurenge wa Kaniga, Akarere ka Gicumbi, Intara y'Amajyaruguru, buvanywe mu mutungo rusange wa Leta, bushyizwe mu mutungo bwite wa Leta kugira ngo bukorerweho ibikorwa by'ishoramari.	Gicumbi District, Northern Province, is transferred from State public domain to State private domain for investment purpose.	Nyarwambu, Secteur Kaniga, District de Gicumbi, Province du Nord, est désaffecté du domaine public de l'État et affecté au domaine privé de l'État à des fins d'investissement.
<u>Ingingo ya 2: Itangwa</u>	<u>Article 2: Allocation</u>	<u>Article 2: Allocation</u>
Ubutaka buvugwa mu ngingo ya mbere y'iri teka buhawe Maître RUTINYWA Rugeyo kugira ngo abukoreremo umushinga wo korora Inyambo mu rwego rw'ishoramari.	The land referred to in Article One of this Order is allocated to Maître RUTINYWA Rugeyo for the purpose of investing in raising “Inyambo” breed.	Le terrain visé à l'article premier du présent arrêté est alloué à Maître RUTINYWA Rugeyo dans le but d'investir dans l'élevage de la race “Inyambo”.
<u>Ingingo ya 3: Abashinzwe gushyira mu bikorwa iri teka</u>	<u>Article 3: Authorities responsible for the implementation of this Order</u>	<u>Article 3: Autorités chargées de l'exécution du présent arrêté</u>
Minisitiri w'Ibidukikije, Minisitiri w'Ubutegetsi bw'Igihugu na Minisitiri w'Ubuhanzi n'Ubworozi bashinzwe gushyira mu bikorwa iri teka.	The Minister of Environment, the Minister of Local Government and the Minister of Agriculture and Animal Resources are entrusted with the implementation of this Order.	Le Ministre de l'Environnement, le Ministre de l'Administration Locale et le Ministre de l'Agriculture et des Ressources Animales sont chargés de l'exécution du présent arrêté.
<u>Ingingo ya 4: Ivanwaho ry'ingingo zinyuranyije n'iri teka</u>	<u>Article 4: Repealing provision</u>	<u>Article 4: Disposition abrogatoire</u>
Ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.	All prior provisions contrary to this Order are repealed.	Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.
<u>Ingingo ya 5: Igihe iri teka ritangirira gukurikizwa</u>	<u>Article 5: Commencement</u>	<u>Article 5: Entrée en vigueur</u>
Iri teka ritangira gukurikizwa ku munsiri tangarijweho 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 07/10/2019 (Sé) Dr NGIRENTE Edouard Minisitiri w’Intebe	Kigali, on 07/10/2019 (Sé) Dr NGIRENTE Edouard Prime Minister	Kigali, le 07/10/2019 (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: (Sé) BUSINGYE Johnston Minisitiri w’Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et Scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

ITEKA RYA MINISITIRI W'INTEBE N° 222/03 RYO KU WA 07/10/2019 RIGENA IMISHAHARA N'IBINDI BIGENERWA ABAKOZI BUNGANIRA MU BUSHINJACYAHA BUKURU	PRIME MINISTER'S ORDER N° 222/03 OF 07/10/2019 DETERMINING SALARIES AND FRINGE BENEFITS FOR SUPPORT STAFF IN NATIONAL PUBLIC PROSECUTION AUTHORITY	ARRÊTÉ DU PREMIER MINISTRE N° 222/03 DU 07/10/2019 DÉTERMINANT LES SALAIRES ET AVANTAGES ALLOUÉS AU PERSONNEL D'APPUI AU SEIN DE L'ORGANE NATIONAL DE POURSUITE JUDICIAIRE
<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>	<u>TABLE DES MATIÈRES</u>
<u>Ingingo ya mbere:</u> Icyo iri teka rigamije	<u>Article One:</u> Purpose of this Order	<u>Article premier:</u> Objet du présent arrêté
<u>Ingingo ya 2:</u> Igenwa ry'umushahara	<u>Article 2:</u> Determination of the salary	<u>Article 2:</u> Détermination du salaire
<u>Ingingo ya 3:</u> Ibigize umushahara mbumbe	<u>Article 3:</u> Composition of the gross salary	<u>Article 3:</u> Composition du salaire brut
<u>Ingingo ya 4:</u> Ibindi bigenerwa abakozi bunganira bari ku rwego rwa “2.III”	<u>Article 4:</u> Fringe benefits for supporting staff on “2.III” job level	<u>Article 4:</u> Avantages alloués au personnel d'appui au poste de niveau “2.III”
<u>Ingingo ya 5:</u> Ibindi bigenerwa umukozi wunganira uri ku rwego rw'imirimo rwa “3.II”	<u>Article 5:</u> Fringe benefits for support staff on “3.II” job classification level	<u>Article 5:</u> Avantages alloués à un membre du personnel d'appui au poste de niveau “3.II”
<u>Ingingo ya 6:</u> Indamunite z'urugendo	<u>Article 6:</u> Mileage allowances	<u>Article 6:</u> Indemnités kilométriques
<u>Ingingo ya 7:</u> Abashinzwe gushyira mu bikorwa iri teka	<u>Article 7:</u> Authorities responsible for the implementation of this Order	<u>Article 7:</u> Autorités chargées de l'exécution du présent arrêté
<u>Ingingo ya 8:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka	<u>Article 8:</u> Repealing provision	<u>Article 8:</u> Disposition abrogatoire
<u>Ingingo ya 9:</u> Igihe iri teka ritangirira gukurikizwa	<u>Article 9:</u> Commencement	<u>Article 9:</u> Entrée en vigueur

ITEKA RYA MINISITIRI W'INTEBE N° 222/03 RYO KU WA 07/10/2019 RIGENA IMISHAHARA N'IBINDI BIGENERWA ABAKOZI BUNGANIRA MU BUSHINJACYAHA BUKURU	PRIME MINISTER'S ORDER N° 222/03 OF 07/10/2019 DETERMINING SALARIES AND FRINGE BENEFITS FOR SUPPORT STAFF IN NATIONAL PUBLIC PROSECUTION AUTHORITY	ARRÊTÉ DU PREMIER MINISTRE N° 222/03 DU 07/10/2019 DÉTERMINANT LES SALAIRES ET AVANTAGES ALLOUÉS AU PERSONNEL D'APPUI AU SEIN DE L'ORGANE NATIONAL DE POURSUITE JUDICIAIRE
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, 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° 86/2013 ryo ku wa 11/09/2013 rishyiraho sitati rusange igenga abakozi ba Leta, cyane cyane mu ngingo yaryo ya 52;	Pursuant to Law n° 86/2013 of 11/09/2013 establishing the general statutes for public service, especially in Article 52;	Vu la Loi n° 86/2013 du 11/09/2013 portant statut général de la fonction publique, spécialement en son article 52;
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;
Inama y'Abaminisitiri yateranye ku wa 29/07/2019, imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet, in its session of 29/07/2019;	Après examen et adoption par le Conseil des Ministres, en sa séance du 29/07/2019;
ATEGETSE:	ORDERS:	ARRÊTE:
<u>Ingingo ya mbere:</u> Icyo iri teka rigamije	<u>Article One:</u> Purpose of this Order	<u>Article premier:</u> Objet du présent arrêté
Iri teka rishyiraho imishahara n'ibindi bigenerwa abakozi bunganira mu	This Order determines salaries and fringe benefits for support staff in National Public	Le présent arrêté détermine les salaires et avantages accordés au personnel d'appui au

Bushinjacyaha Bukuru. <u>Ingingo ya 2: Igenwa ry’umushahara</u> Imishahara y’abakozi bunganira mu Bushinjacyaha Bukuru igenwa hashingiwe ku mbonerahamwe y’urutonde rw’imirimo kandi hakurikijwe amahame ngenderwaho mu kubara imishahara mu butegetsi bwa Leta. Urwego, umubare fatizo, agaciro k’umubare fatizo n’umushahara mbumbe bigendana na buri mwanya w’umurimo w’umukozi wunganira wo mu Bushinjacyaha Bukuru biri ku mugereka w’iri teka. <u>Ingingo ya 3: Ibigize umushahara mbumbe</u> Umushahara mbumbe wa buri kwezi ku mukozi wunganira mu Bushinjacyaha Bukuru ukubiyemo iby’ingenzi bikurikira: 1° umushahara fatizo; 2° indamunite y’icumbi; 3° indamunite y’urugendo; 4° inkunga ya Leta mu bwiteganyirize	Prosecution Authority. <u>Article 2: Determination of the salary</u> Salaries for support staff in National Public Prosecution Authority are determined basing on the job classification and in accordance with general principles on salary calculation in public service. The level, index, index value and the gross salary corresponding to each job position of support staff in National Public Prosecution Authority are annexed to this Order. <u>Article 3: Composition of the gross salary</u> The monthly gross salary for each support staff in National Public Prosecution Authority is mainly composed of the following: 1° basic salary; 2° housing allowance; 3° transport allowance; 4° State contribution for social security;	sein de l’Organe National de Poursuite Judiciaire. <u>Article 2: Détermination du salaire</u> Les salaires accordés au personnel d’appui au sein de l’Organe National de Poursuite Judiciaire sont déterminés suivant la classification des emplois et conformément aux principes généraux de fixation des salaires dans la fonction publique. Le niveau, l’indice, la valeur indiciaire et le salaire brut correspondant à chaque poste d’emploi d’un membre du personnel d’appui au sein de l’Organe National de Poursuite Judiciaire sont annexé au présent arrêté. <u>Article 3: Composition du salaire brut</u> Le salaire brut mensuel pour chaque membre du personnel d’appui au sein de l’Organe National de Poursuite Judiciaire comprend principalement ce qui suit: 1° le salaire de base; 2° l’indemnité de logement; 3° l’indemnité de transport; 4° la contribution de l’État à la sécurité
---	---	--

bw'umukozi; 5° inkunga ya Leta yo kuvuza umukozi. Abakozi bunganira mu Bushinjacyaha Bukuru bari ku rwego rw'imirimo rwa "2.III" ntibagenerwa indamunite y'urugendo ivugwa mu gika cya mbere cy'iyi ngingo. Boroherezwa ingendo hakurikijwe amabwiriza ya Minisitiri ufite gutwara abantu n'ibintu mu nshingano ze. Abakozi bunganira mu Bushinjacyaha Bukuru bari ku rwego rwa "3" ntibagenerwa indamunite y'urugendo ivugwa mu gika cya mbere cy'iyi ngingo. Bagenerwa indamunite yihariye y'urugendo hakurikijwe amabwiriza ya Minisitiri ufite abakozi ba Leta mu nshingano ze. <u>Ingingo ya 4: Ibindi bigenerwa abakozi bunganira bari ku rwego rwa "2.III"</u> Abakozi bunganira wo mu Bushinjacyaha Bukuru bari ku rwego rwa "2.III" bagenerwa ibindi bibafasha gutunganya imirimo ku buryo bukurikira: 1 ° amafaranga y'u Rwanda ibihumbi mirongo irindwi (70.000 FRW) buri kwezi y'itumanaho rya telefoni igendanwa;	5° State contribution for medical care. Support staff in National Public Prosecution Authority positioned on "2.III" job level are not granted transport allowance specified in Paragraph One of this article. Their transport is facilitated in accordance with Instructions of the Minister in charge of transport. Support staff in National Public Prosecution Authority positioned on "3" job level are not granted transport allowance specified in Paragraph One of this article. They are entitled to special transport allowance in accordance with Instructions of the Minister in charge of public service. <u>Article 4: Fringe benefits for supporting staff on "2.III" job level</u> Supporting staff in National Public Prosecution Authority on "2.III" job level is entitled to the following fringe benefits: 1 ° seventy thousand Rwandan francs (FRW 70,000) per month for a mobile phone communication allowance;	sociale; 5° la contribution de l'État aux soins médicaux. Les membres du personnel d'appui au sein de l'Organe National de Poursuite Judiciaire au poste de niveau "2.III" ne bénéficient pas d'indemnité de transport visée à l'alinéa premier du présent article. Leur transport est facilité selon les instructions du Ministre ayant le transport dans ses attributions. Les membres du personnel d'appui au sein de l'Organe National de Poursuite Judiciaire au poste de niveau "3" ne bénéficient pas d'indemnité de transport visée à l'alinéa premier du présent article. Ils bénéficient d'une indemnité spéciale de transport conformément aux instructions du Ministre ayant la fonction publique dans ses attributions. <u>Article 4: Avantages alloués au personnel d'appui au poste de niveau "2.III"</u> Le personnel d'appui de l'Organe National de Poursuite Judiciaire au poste de niveau "2.III" bénéficie des avantages suivants: 1 ° les frais de communication par téléphone portable équivalant à soixante-dix mille francs rwandais (70.000 FRW) par mois;
--	---	--

2 ° koroherezwa ingendo, hakurikijwe amabwiriza ya Minisitiri ufite gutwara abantu n'ibintu mu nshingano. <u>Ingingo ya 5: Ibindi bigenerwa umukozi wunganira uri ku rwego rw'imirimo rwa "3.II"</u> Umukozi wunganira mu Bushinjacyaha Bukuru uri ku rwego rw'imirimo rwa "3.II" agenerwa ibindi bimufasha gutunganya imirimo bikurikira: 1 ° amafaranga y'u Rwanda ibihumbi mirongo itatu (30.000 FRW) buri kwezi y'itumanaho rya telefoni igendanwa; 2 ° indamunite yihariye y'urugendo, hakurikijwe amabwiriza ya Minisitiri ufite abakozi ba Leta mu nshingano ze. Umuyobozi w'ishami uri ku rwego rw'imirimo rwa "3.II" ufite itsinda ry'abakozi ba Leta ayobora hashingiwe ku mbonerahamwe y'imyanya y'imirimo yemewe, agenerwa kandi amafaranga y'u Rwanda ibihumbi ijana (100.000 FRW) buri kwezi y'itumanaho rya telefoni yo mu biro.	2 ° transport facilitation, in accordance with the Instructions of the Minister in charge of transport. <u>Article 5: Fringe benefits for support staff on "3.II" job classification level</u> Supporting staff in National Public Prosecution Authority on "3.II" job level is entitled to the following fringe benefits: 1 ° thirty thousand Rwandan francs (FRW 30,000) per month for a mobile phone communication allowance; 2 ° a special transport allowance, in accordance with the Instructions of the Minister in charge of public service. A Director of Unit on level "3.II" with a pool of employees under his or her supervision in accordance with the approved organisational structure is also entitled to an office landline communication allowance of one hundred thousand Rwandan francs (FRW 100,000) per month.	2 ° la facilitation de transport, conformément aux instructions du Ministre ayant le transport dans ses attributions. <u>Article 5: Avantages alloués à un membre du personnel d'appui au poste de niveau "3.II"</u> Un membre du personnel d'appui de l'Organe National de Poursuite Judiciaire au poste d'emplois de niveau "3.II" bénéficie des avantages suivants: 1 ° les frais de communication par téléphone portable équivalant à trente mille francs rwandais (30.000 FRW) par mois; 2 ° l'indemnité spéciale de transport, conformément aux instructions du Ministre ayant la fonction publique dans ses attributions. Un Directeur d'Unité au poste de niveau "3.II" ayant des agents placés sous sa supervision suivant la structure organisationnelle approuvée bénéficie aussi des frais de communication par téléphone de bureau équivalant à cent mille francs Rwandais (100.000 FRW) par mois.
--	--	--

<u>Ingingo ya 6: Indamunite z’urugendo</u> Iyo umukozi wunganira mu Bushinjacyaha Bukuru uri ku rwego rwa 2.III agiye mu butumwa imbere mu Gihugu akoresheje imodoka ye, Leta imugenera indamunite y’urugendo hakurikijwe amabwiriza ya Minisitiri ufite gutwara abantu n’ibintu mu nshingano ze. <u>Ingingo ya 7: Abashinzwe gushyira mu bikorwa iri teka</u> Minisitiri w’Abakozi ba Leta n’Umurimo, Minisitiri w’Ibikorwa Remezo na Minisitiri w’Imari n’Igenamigambi bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 8: Ivanwaho ry’ingingo zinyuranyije n’iri teka</u> Ingingo zose z’amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho. <u>Ingingo ya 9: Igihe iri teka ritangirira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.	<u>Article 6: Mileage allowances</u> When a support staff in National Public Prosecution Authority on level 2.III goes on official mission inside the country by using his or her vehicle, the State pays him or her mileage allowances in accordance with Instructions of the Minister in charge of transport. <u>Article 7: Authorities responsible for the implementation of this Order</u> The Minister of Public Service and Labour, the Minister of Infrastructure and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order. <u>Article 8: Repealing provision</u> All prior provisions contrary to this Order are repealed. <u>Article 9: Commencement</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	<u>Article 6: Indemnités kilométriques</u> Lorsqu’un membre du personnel d’appui de l’Organe National de Poursuite Judiciaire au poste de niveau 2.III va en mission officielle à l’intérieur du pays en utilisant son véhicule, l’État lui octroie des indemnités kilométriques conformément aux instructions du Ministre ayant le transport dans ses attributions. <u>Article 7: Autorités chargées de l’exécution du présent arrêté</u> Le Ministre de la Fonction Publique et du Travail, le Ministre des Infrastructures et le Ministre des Finances et de la Planification Économique sont chargés de l’exécution du présent arrêté. <u>Article 8: Disposition abrogatoire</u> Toutes les dispositions antérieures contraires au présent arrêté sont abrogées. <u>Article 9: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
---	--	---

Kigali, ku wa 07/10/2019 (Sé) Dr NGIRENTE Edouard Minisitiri w'Intebe	Kigali, on 07/10/2019 (Sé) Dr NGIRENTE Edouard Prime Minister	Kigali, le 07/10/2019 (Sé) Dr NGIRENTE Edouard Premier Ministre
(Sé) RWANYINDO KAYIRANGWA Fanfan Minisitiri w'Abakozi ba Leta n'Umurimo	(Sé) RWANYINDO KAYIRANGWA Fanfan Minister of Public Service and Labour	(Sé) RWANYINDO KAYIRANGWA Fanfan Ministre de la Fonction Publique et du Travail
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA MINISITIRI W'INTEBE N° 222/03 RYO KU WA 07/10/2019 RIGENA IMISHAHARA N'IBINDI BIGENERWA ABAKOZI BUNGANIRA MU BUSHINJACYAHA BUKURU	ANNEX TO PRIME MINISTER'S ORDER N° 222/03 OF 07/10/2019 DETERMINING SALARIES AND FRINGE BENEFITS FOR SUPPORT STAFF IN NATIONAL PUBLIC PROSECUTION AUTHORITY	ANNEXE À L'ARRÊTÉ DU PREMIER MINISTRE N° 222/03 DU 07/10/2019 DÉTERMINANT LES SALAIRES ET AVANTAGES ALLOUÉS AU PERSONNEL D'APPUI AU SEIN DE L'ORGANE NATIONAL DE POURSUITE JUDICIAIRE
---	---	---

NPPA PROPOSED SALARY STRUCTURE FOR ADMINISTRATIVE STAFF

	POST	I.V	Nbr	Level	Index	Gross salary (RwF/Month)
1	Advisor to the Prosecutor General	400	1	2.III	1890	1,085,308
2	Executive Secretary to High Council of Public Prosecution (HCPP)	400	1	3.II	1369	786,131
3	Director of Victims & Witness Protection & Assistance	400	1	3.II	1369	786,131
4	Director of Seized and Confiscated Assets Management	400	1	3.II	1369	786,131
5	Director of Planning, Monitoring and Evaluation	400	1	3.II	1369	786,131
6	Director of Finance	400	1	3.II	1369	786,131
7	Director of Human Resources and Administration Unit	400	1	3.II	1369	786,131
8	Internal Resources Management Specialist at Intermediate Level	400	12	3.II	1369	786,131
9	Director of ICT Support Unit	400	1	3.II	1369	786,131
10	Director of Criminal Record Unit	400	1	3.II	1369	786,131
11	Legal Research Specialist	400	1	3.II	1369	786,131
12	Translator	400	2	3.II	1369	786,131
13	Assistance & Protection to Victims & Witnesses Officer/Head Quarter	350	3	4.II	1141	567,590
14	Assistance & Protection to Victims & Witnesses Officer/Intermediate level	350	12	4.II	1141	567,590
15	Seized and Confiscated Assets Officer	350	2	4.II	1141	567,590
16	Statistician	350	1	4.II	1141	567,590
17	Safe House Manager	350	1	4.II	1141	567,590
18	Criminal Record Officer	350	2	4.II	1141	567,590
19	Database and Application Administrator	350	1	4.II	1141	567,590
20	Network Security Administrator	350	1	4.II	1141	567,590
21	ICT Officer at Intermediate level	350	4	4.II	1141	567,590
22	ICT Officer /Head Quarters	350	1	4.II	1141	567,590
23	Planning, Monitoring & Evaluation Officer	350	1	4.II	1141	567,590
24	Human Resource Officer	350	2	4.II	1141	567,590
25	Public Relations Officer	350	1	4.II	1141	567,590
26	Chief Accountant	350	1	4.II	1141	567,590
27	Procurement Officer	350	1	5.II	951	473,075
28	Internal Auditor	350	1	5.II	951	473,075
29	Accountant	350	1	5.II	951	473,075
30	Budget Officer	350	1	5.II	951	473,075
31	Logistics Officer	350	1	5.II	951	473,075
32	Administrative Assistant to the Prosecutor General	350	1	5.II	951	473,075
33	Administrative Assistant to the Deputy Prosecutor General	350	1	5.II	951	473,075
34	Administrative Assistant to the Secretary General	350	1	5.II	951	473,075
35	Administrative Assistant to the Inspector General	350	1	5.II	951	473,075
36	Customer Care Officer	350	1	6.II	793	394,478
37	Librarian	350	1	6.II	793	394,478
38	Head of Central Secretariat	350	1	7.II	660	328,317
39	Secretary to Finance Unit	350	1	8.II	508	252,705
40	Secretary in Central Secretariat	350	1	8.II	508	252,705
41	Secretary in charge of Criminal Records Certificates	350	2	8.II	508	252,705
42	Driver /Head Quarters	350	2	10.II	300	149,235
43	Driver at Intermediate level	350	12	10.II	300	149,235

Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Minisitiri w'Intebe n° 222/03 ryo ku wa 07/10/2019 rigena imishahara n'ibindi bigenerwa abakozi bunganira mu Bushinjacyaha Bukuru	Seen to be annexed to Prime Minister's Order n° 222/03 of 07/10/2019 determining salaries and fringe benefits for support staff in National Public Prosecution Authority	Vu pour être annexé à l'Arrêté du Premier Ministre n° 222/03 du 07/10/2019 déterminant les salaires et avantages alloués au personnel d'appui au sein de l'Organe National de Poursuite Judiciaire
Kigali, ku wa 07/10/2019 (Sé) Dr NGIRENTE Edouard Minisitiri w'Intebe	Kigali, on 07/10/2019 (Sé) Dr NGIRENTE Edouard Prime Minister	Kigali, le 07/10/2019 (Sé) Dr NGIRENTE Edouard Premier Ministre
(Sé) RWANYINDO KAYIRANGWA Fanfan Minisitiri w'Abakozi ba Leta n'Umurimo	(Sé) RWANYINDO KAYIRANGWA Fanfan Minister of Public Service and Labour	(Sé) RWANYINDO KAYIRANGWA Fanfan Ministre de la Fonction Publique et du Travail
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

ARRÊTÉ DU PREMIER MINISTRE N° 223/03 DU 07/10/2019 PORTANT STRUCTURE ORGANISATIONNELLE DE L'ORGANE NATIONAL DE POURSUITE JUDICIAIRE	ITEKA RYA MINISITIRI W'INTEBE N° 223/03 RYO KU WA 07/10/2019 RIGENA IMBONERAHAMWE Y'IMYANYA Y'IMIRIMO Y'UBUSHINJACYAHA BUKURU	PRIME MINISTER'S ORDER N° 223/03 OF 07/10/2019 DETERMINING ORGANISATIONAL STRUCTURE OF THE NATIONAL PUBLIC PROSECUTION AUTHORITY
<u>TABLE DES MATIÈRES</u>	<u>ISHAKIRO</u>	<u>TABLE OF CONTENTS</u>
<u>Article premier:</u> Objet du présent arrêté	<u>Ingingo ya mbere:</u> Icyo iri teka rigamije	<u>Article One:</u> Purpose of this Order
<u>Article 2:</u> Structure organisationnelle	<u>Ingingo ya 2:</u> Imbonerahamwe y'imyanya y'imirimo	<u>Article 2:</u> Organisational structure
<u>Article 3:</u> Autorités chargées de l'exécution du présent arrêté	<u>Ingingo ya 3:</u> Abashinzwe gushyira mu bikorwa iri teka	<u>Article 3:</u> Authorities responsible for the implementation of this Order
<u>Article 4:</u> Disposition abrogatoire	<u>Ingingo ya 4:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka	<u>Article 4:</u> Repealing provision
<u>Article 5:</u> Entrée en vigueur	<u>Ingingo ya 5:</u> Igihe iri teka ritangirira gukurikizwa	<u>Article 5:</u> Commencement

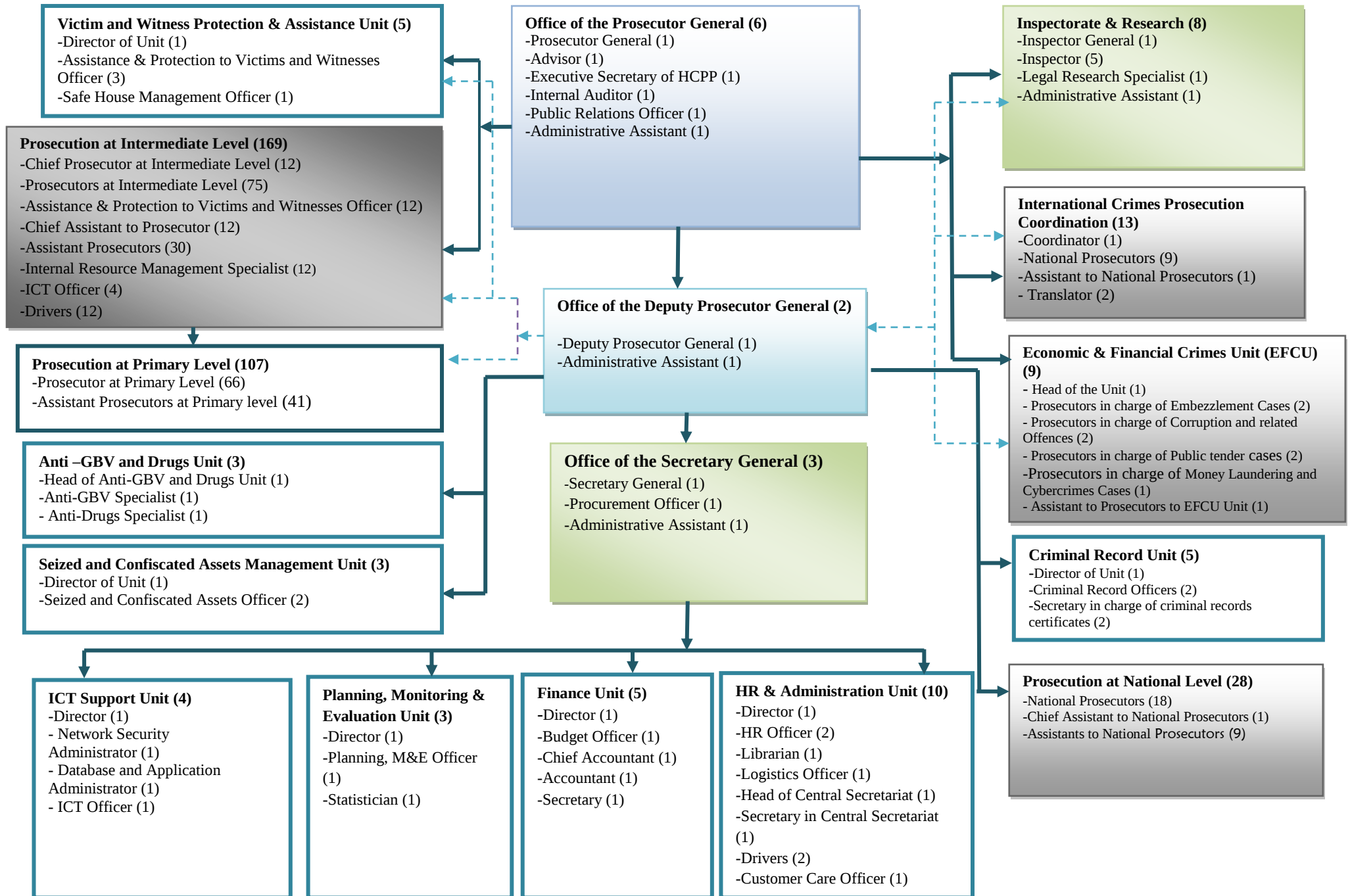
ITEKA RYA MINISITIRI W'INTEBE N° 223/03 RYO KU WA 07/10/2019 RIGENA IMBONERAHAMWE Y'IMYANYA Y'IMIRIMO Y'UBUSHINJACYAHA BUKURU	PRIME MINISTER'S ORDER N° 223/03 OF 07/10/2019 DETERMINING ORGANISATIONAL STRUCTURE OF THE NATIONAL PUBLIC PROSECUTION AUTHORITY	ARRÊTÉ DU PREMIER MINISTRE N° 223/03 DU 07/10/2019 PORTANT STRUCTURE ORGANISATIONNELLE DE L'ORGANE NATIONAL DE POURSUITE JUDICIAIRE
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'ya 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° 014/2018 ryo ku wa 04/04/2018 rigena imitunganyirize, imikorere n'ububasha by'Ubushinjacyaha Bukuru n'Ubushinjacyaha bwa Gisirikare, cyane cyane mu ngingo yaryo ya 18;	Pursuant to Law n° 014/2018 of 04/04/2018 determining the organisation, functioning and competence of the National Public Prosecution Authority and of the Military Prosecution Department, especially in Article 18;	Vu la Loi n° 014/2018 du 04/04/2018 portant organisation, fonctionnement et compétence de l'Organe National de Poursuite Judiciaire et de l'Auditorat Militaire, spécialement en son Article 18;
Asubiye ku Iteka rya Minisitiri w'Intebe n° 10/03 ryo ku wa 24/01/2012 rigena imbonerahamwe n'incamake y'imyanya y'imirimo by'Ubushinjacyaha Bukuru;	Having reviewed the Prime Minister's Order n° 10/03 of 24/01/2012 determining the organisational structure and summary of job positions of the National Public Prosecution Authority;	Revu l'Arrêté du Premier Ministre n° 10/03 du 24/01/2012 déterminant la structure organisationnelle et la synthèse des emplois de l'Organe National de Poursuite Judiciaire;
Bisabwe na Minisitiri w'Abakozi ba Leta n'Umurimo;	Upon proposal by the Minister of Public Service and Labour;	Sur proposition du Ministre de la Fonction Publique et du Travail;
Inama y'Abaminisitiri yateranye ku wa 29/07/2019, imaze kubisuzuma no kubyemeza;	After consideration and approval by the Cabinet, in its session of 29/07/2019;	Après examen et adoption par le Conseil des Ministres, en sa séance du 29/07/2019;

ATEGETSE: <u>Ingingo ya mbere:</u> icyo iri teka rigamije Iri teka rigena imbonerahamwe y'imyanya y'imirimo y'Ubushinjacyaha Bukuru. <u>Ingingo ya 2:</u> Imbonerahamwe y'imyanya y'imirimo Imbonerahamwe y'imyanya y'imirimo y'Ubushinjacyaha Bukuru iri ku mugereka w'iri teka. <u>Ingingo ya 3:</u> Abashinzwe gushyira mu bikorwa iri teka Minisitiri w'Abakozi ba Leta n'Umurimo, Minisitiri w'Ububabere/Intumwa Nkuru ya Leta na Minisitiri w'Imari n'Igenamigambi bashinzwe gushyira mu bikorwa iri teka. <u>Ingingo ya 4:</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka Iteka rya Minisitiri w'Intebe n° 10/03 ryo ku wa 24/01/2012 rigena imbonerahamwe n'incamake y'imyanya y'imirimo by'Ubushinjacyaha Bukuru n'ingingo zose z'amateka abanziriza iri kandi zinyuranyije na ryo bivanyweho.	ORDER: <u>Article One:</u> Purpose of this Order This Order determines organisational structure of the National Public Prosecution Authority. <u>Article 2:</u> Organizational structure The organisational structure of the National Public Prosecution Authority is annexed to this Order. <u>Article 3:</u> Authorities responsible for the implementation of this Order The Minister of Public Service and Labour, the Minister of Justice/Attorney General and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order. <u>Article 4:</u> Repealing provision Prime Minister's Order n° 10/03 of 24/01/2012 determining the organizational structure and summary of job positions of the National Public Prosecution Authority and all prior provisions contrary to this Order are repealed.	ARRÊTE: <u>Article premier:</u> Objet du présent arrêté Le présent arrêté porte structure organisationnelle de l'Organe National de Poursuite Judiciaire. <u>Article 2:</u> Structure organisationnelle La structure organisationnelle de l'Organe National de Poursuite Judiciaire est annexée au présent arrêté. <u>Article 3:</u> Autorités chargées de l'exécution du présent arrêté Le Ministre de la Fonction Publique et du Travail, le Ministre de la Justice/Garde des Sceaux et le Ministre des Finances et de la Planification Économique sont chargés de l'exécution du présent arrêté. <u>Article 4:</u> Disposition abrogatoire L'Arrêté du Premier Ministre n° 10/03 du 24/01/2012 déterminant la structure organisationnelle et la synthèse des emplois de l'organe national de poursuite judiciaire ainsi toutes les dispositions antérieures contraires au
--	---	--

<u>Ingingo ya 5: Igihe iri teka ritangirira gukurikizwa</u> Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.	<u>Article 5: Commencement</u> This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.	présent arrêté sont abrogées. <u>Article 5: Entrée en vigueur</u> Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.
Kigali, ku wa 07/10/2019 (Se) Dr NGIRENTE Edouard Minisitiri w'Intebe	Kigali, on 07/10/2019 (Se) Dr NGIRENTE Edouard Prime Minister	Kigali, le 07/10/2019 (Se) Dr NGIRENTE Edouard Premier Ministre
(Se) RWANYINDO KAYIRANGWA Fanfan Minisitiri w'Abakozi ba Leta n'Umurimo	(Se) RWANYINDO KAYIRANGWA Fanfan Minister of Public Service and Labour	(Se) RWANYINDO KAYIRANGWA Fanfan Ministre de la Fonction Publique et du Travail
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (Se) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Se) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Se) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux

UMUGEREKA W'ITEKA RYA MINISITIRI W'INTEBE N° 223/03 RYO KU WA 07/10/2019 RIGENA IMBONERAHAMWE Y'IMYANYA Y'IMIRIMO Y'UBUSHINJACYAHA BUKURU	ANNEX TO PRIME MINISTER'S ORDER N° 223/03 OF 07/10/2019 DETERMINING ORGANISATIONAL STRUCTURE OF THE NATIONAL PUBLIC PROSECUTION AUTHORITY	ANNEXE À L'ARRÊTÉ DU PREMIER MINISTRE N° 223/03 DU 07/10/2019 PORTANT STRUCTURE ORGANISATIONNELLE DE L'ORGANE NATIONAL DE POURSUITE JUDICIAIRE
---	---	---

Official Gazette n° 39 of 07/10/2019
NATIONAL PUBLIC PROSECUTION AUTHORITY – ORGANISATIONAL CHART



Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Minisitiri w'Intebe n° 223/03 ryo ku wa 07/10/2019 rigena imbonerahamwe y'imyanya y'imirimu y'Ubushinjacyaha Bukuru	Seen to be annexed to Prime Minister's Order n° 223/03 of 07/10/2019 determining organisational structure of the National Public Prosecution Authority	Vu pour être annexé à l'Arrêté du Premier Ministre n° 223/03 du 07/10/2019 portant structure organisationnelle de l'Organe National de Poursuite Judiciaire
Kigali, ku wa 07/10/2019 (Sé) Dr NGIRENTE Edouard Minisitiri w'Intebe	Kigali, on 07/10/2019 (Sé) Dr NGIRENTE Edouard Prime Minister	Kigali, le 07/10/2019 (Sé) Dr NGIRENTE Edouard Premier Ministre
(Sé) RWANYINDO KAYIRANGWA Fanfan Minisitiri w'Abakozi ba Leta n'Umurimo	(Sé) RWANYINDO KAYIRANGWA Fanfan Minister of Public Service and Labour	(Sé) RWANYINDO KAYIRANGWA Fanfan Ministre de la Fonction Publique et du Travail
Bibonywe kandi bishyizweho Ikirango cya Repubulika: (Sé) BUSINGYE Johnston Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta	Seen and sealed with the Seal of the Republic: (Sé) BUSINGYE Johnston Minister of Justice/Attorney General	Vu et scellé du Sceau de la République: (Sé) BUSINGYE Johnston Ministre de la Justice/Garde des Sceaux