



**Umwaka wa 59**  
**Igazeti ya Leta n° 22 yo ku**  
**wa 27/07/2020**

**Year 59**  
**Official Gazette n° 22 of**  
**27/07/2020**

**59<sup>ème</sup> Année**  
**Journal Officiel n° 22 du**  
**27/07/2020**

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

## ***urup/page***

### **A. Itegeko/Law/Loi**

#### **N° 07/2020 ryo ku wa 20/07/2020**

Itegeko ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma Yunze Ubumwe y'Uburusiya, ku bufatanye mu kubaka Ikigo cy'Ubumenyi n'Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y'u Rwanda, yakorewe i Sochi, mu Burusiya, ku wa 24/10/2019 ..... 3

#### **N° 07/2020 of 20/07/2020**

Law approving ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, in Russia, on 24/10/2019 ..... 3

#### **N° 07/2020 du 20/07/2020**

Loi approuvant ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, en Russie, le 24/10/2019 ..... 3

### **B. Iteka rya Perezida / Presidential Order/ Arrêté Présidentiel**

#### **N° 75/01 ryo ku wa 27/07/2020**

Iteka rya Perezida ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma Yunze Ubumwe y'Uburusiya, ku bufatanye mu kubaka Ikigo cy'Ubumenyi n'Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y'u Rwanda, yakorewe i Sochi, ku wa 24.10.2019 ..... 29

**N° 75/01 of 27/07/2020**

Presidential Order ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, on 24.10.2019 ..... 29

**N° 75/01 du 27/07/2020**

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 la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, le 24.10.2019 ..... 29

<p><b>ITEGEKO N° 007/2020 RYO KU WA 20/07/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YUNZE UBUMWE Y’UBURUSIYA, KU BUFATANYE MU KUBAKA IKIGO CY’UBUMENYI N’IKORANABUHANGA MU BYA NIKELEYERI KU BUTAKA BWA REPUBULIKA Y’U RWANDA, YAKOREWE I SOCHI, MU BURUSIYA, KU WA 24/10/2019</b></p> <p><b><u>ISHAKIRO</u></b></p> <p><b><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</b></p> <p><b><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n’itorwa by’iri tegeko</b></p> <p><b><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</b></p>	<p><b>LAW N° 007/2020 OF 20/07/2020 APPROVING RATIFICATION OF THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE CONSTRUCTION OF THE CENTER OF NUCLEAR SCIENCE AND TECHNOLOGY ON THE TERRITORY OF THE REPUBLIC OF RWANDA, DONE AT SOCHI, IN RUSSIA, ON 24/10/2019</b></p> <p><b><u>TABLE OF CONTENTS</u></b></p> <p><b><u>Article One:</u> Approval for ratification</b></p> <p><b><u>Article 2:</u> Drafting, consideration and adoption of this Law</b></p> <p><b><u>Article 3:</u> Commencement</b></p>	<p><b>LOI N° 007/2020 DU 20/07/2020 APPROUVANT RATIFICATION DE L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LA CONSTRUCTION DU CENTRE DE LA SCIENCE ET LA TECHNOLOGIE NUCLÉAIRES SUR LE TERRITOIRE DE LA RÉPUBLIQUE DU RWANDA, FAIT À SOCHI, EN RUSSIE, LE 24/10/2019</b></p> <p><b><u>TABLE DES MATIÈRES</u></b></p> <p><b><u>Article premier:</u> Approbation pour ratification</b></p> <p><b><u>Article 2:</u> Initiation, examen et adoption de la présente loi</b></p> <p><b><u>Article 3:</u> Entrée en vigueur</b></p>
---	--	---

<p><b>ITEGEKO N° 007/2020 RYO KU WA 20/07/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YUNZE UBUMWE Y'UBURUSIYA, KU BUFATANYE MU KUBAKA IKIGO CY'UBUMENYI N'IKORANABUHANGA MU BYA NIKELEYERI KU BUTAKA BWA REPUBULIKA Y'U RWANDA, YAKOREWE I SOCHI MU BURUSIYA, KU WA 24/10/2019</b></p> <p><b>Twebwe, KAGAME Paul,</b> Perezida wa Repubulika;</p> <p><b>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</b></p> <p><b>INTEKO ISHINGA AMATEGEKO:</b></p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 15 Kamena 2020;</p>	<p><b>LAW N° 007/2020 OF 20/07/2020 APPROVING RATIFICATION OF AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE CONSTRUCTION OF THE CENTER OF NUCLEAR SCIENCE AND TECHNOLOGY ON THE TERRITORY OF THE REPUBLIC OF RWANDA, DONE AT SOCHI, IN RUSSIA, ON 24/10/2019</b></p> <p><b>We, KAGAME Paul,</b> President of the Republic;</p> <p><b>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</b></p> <p><b>THE PARLIAMENT:</b></p> <p>The Chamber of Deputies, in its sitting of 15 June 2020;</p>	<p><b>LOI N° 007/2020 DU 20/07/2020 APPROUVANT RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LA CONSTRUCTION DU CENTRE DE LA SCIENCE ET LA TECHNOLOGIE NUCLÉAIRES SUR LE TERRITOIRE DE LA RÉPUBLIQUE DU RWANDA, FAIT À SOCHI, EN RUSSIE, LE 24/10/2019</b></p> <p><b>Nous, KAGAME Paul,</b> Président de la République;</p> <p><b>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</b></p> <p><b>LE PARLEMENT:</b></p> <p>La Chambre des Députés, en sa séance du 15 juin 2020;</p>
---	--	---

<p>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 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma Yunze Ubumwe y'Uburusiya, ku bufatanye mu kubaka Ikigo cy'Ubumenyi n'Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y'u Rwanda, yakorewe i Sochi, mu Burusiya, ku wa 24/10/2019;</p> <p><b>YEMEJE:</b></p> <p><b><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</b></p> <p>Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma Yunze Ubumwe y'Uburusiya, ku bufatanye mu kubaka Ikigo cy'Ubumenyi n'Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y'u Rwanda, yakorewe i Sochi, mu Burusiya, ku wa 24/10/2019, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, in Russia on 24/10/2019;</p> <p><b>ADOPTS:</b></p> <p><b><u>Article One:</u> Approval for ratification</b></p> <p>The Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, in Russia, on 24/10/2019, in annex, is approved for ratification.</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 106, 120, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, en Russie, le 24/10/2019;</p> <p><b>ADOpte:</b></p> <p><b><u>Article premier:</u> Approbation pour ratification</b></p> <p>L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, en Russie, le 24/10/2019, en annexe, est approuvé pour ratification.</p>
--	--	---

<p><b><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n’itorwa by’iri tegeko</b></p> <p>Iri tegeko ryateguwe mu rurimi rw’Icyongereza, risuzumwa kandi ritorwa mu rurimi rw’Ikinyarwanda.</p> <p><b><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</b></p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y’u Rwanda.</p>	<p><b><u>Article 2:</u> Drafting, consideration and adoption of this Law</b></p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><b><u>Article 3:</u> Commencement</b></p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><b><u>Article 2:</u> Initiation, examen et adoption de la présente loi</b></p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><b><u>Article 3:</u> Entrée en vigueur</b></p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
--	--	---

Kigali, 20/07/2020

(sé)

**KAGAME Paul**  
Perezida wa Repubulika  
President of the Republic  
Président de la République

(sé)

**Dr NGIRENTE Edouard**  
Minisitiri w'Intebe  
Prime Minister  
Premier Ministre

**Bibonywe kandi bishyizweho ikirango cya Repubulika:**  
**Seal and sealed with the Seal of the Republic:**  
**Vu et scellé du Sceau de la République:**

(sé)

**BUSINGYE Johnston**  
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta  
Minister of Justice and Attorney General  
Ministre de la Justice et Garde des Sceaux

<p><b>UMUGEREKA W'ITEGEKO N° 07/2020 RYO KU WA 20/07/2020 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YUNZE UBUMWE Y'UBURUSIYA, KU BUFATANYE MU KUBAKA IKIGO CY'UBUMENYI N'IKORANABUHANGA MU BYA NIKELEYERI KU BUTAKA BWA REPUBULIKA Y'U RWANDA, YAKOREWE I SOCHI, MU BURUSIYA, KU WA 24/10/2019</b></p>	<p><b>ANNEX TO LAW N° 07/2020 OF 20/07/2020 APPROVING RATIFICATION OF THE AGREEMENT THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE CONSTRUCTION OF THE CENTER OF NUCLEAR SCIENCE AND TECHNOLOGY ON THE TERRITORY OF THE REPUBLIC OF RWANDA, DONE AT SOCHI, IN RUSSIA, ON 24/10/2019</b></p>	<p><b>ANNEXE À LOI N° 07/2020 DU 20/07/2020 APPROUVANT RATIFICATION DE L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LA CONSTRUCTION DU CENTRE DE LA SCIENCE ET LA TECHNOLOGIE NUCLÉAIRES SUR LE TERRITOIRE DE LA RÉPUBLIQUE DU RWANDA, FAIT À SOCHI, EN RUSSIE, LE 24/10/2019</b></p>
--	---	---



AGREEMENT  
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA  
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION  
ON COOPERATION IN THE CONSTRUCTION OF  
THE CENTER OF NUCLEAR SCIENCE AND TECHNOLOGY  
ON THE TERRITORY OF THE REPUBLIC OF RWANDA

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

GUIDED BY 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 of December 5, 2018,

AIMING to further expand and deepen the mutually beneficial economic, scientific and technical cooperation between the Russian Federation and the Republic of Rwanda in the field of the use of nuclear energy for peaceful purposes, based on the principles of equality, non-interference and respect for the sovereignty of both Parties' States,

have agreed as follows:

Article 1  
PURPOSE OF COOPERATION

1. The Parties through their competent authorities, Rwandan authorized organizations and Russian authorized organizations shall cooperate in siting, construction, commissioning, operation and decommissioning of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda (hereinafter – Center).

The Center shall consist of a nuclear research installation, based on the multipurpose research water-water reactor with the nominal capacity of up to 10 MW, equipped with systems, equipment and instruments necessary for its safe operation, laboratories and functional complexes, required engineering and technical infrastructure as well as materials, including nuclear materials.

2. Taking into account the priority of nuclear and radiation safety the Parties shall ensure timely issuance by their Regulatory Authorities in the field of the use of nuclear energy of the relevant permits (licenses), required for the implementation of this Agreement in accordance with the respective legislation of their States, in particular for the siting and construction of the Center, export and import of materials and equipment (including temporary importation),

execution of works, rendering of services, as well as for commissioning, operation and decommissioning of the Center.

3. For the effective and safe implementation of the construction project of the Center, the Parties shall cooperate in the development of nuclear infrastructure of the Republic of Rwanda (including national system for nuclear and radiation safety in the field of the use of nuclear energy) necessary for the implementation of the national nuclear energy program of the Republic of Rwanda based on Russian practices and in compliance with the International Atomic Energy Agency recommendations.

## Article 2 AREAS OF COOPERATION

The Parties shall develop cooperation, envisaged in Article 1 of this Agreement in the following areas:

- development of nuclear infrastructure of the Republic of Rwanda necessary for the implementation of cooperation in the construction of the Center;

- siting, construction, commissioning, operation, service maintenance and decommissioning of the Center;

- personnel training for the operation and service maintenance of the Center;

- development of the national system for nuclear and radiation safety in the field of the use of nuclear energy in the Republic of Rwanda, as well as training of the personnel of the Rwanda Utilities Regulatory Authority;

- other areas of cooperation that may be agreed upon by the Parties in written form through diplomatic channels.

## Article 3 OBJECTIVES OF THE CENTER

The primary objectives of the Center are:

- production of radioisotopes for medical, industrial and agricultural purposes;

- nuclear physics research and applied works including on extracted neutron beams;

- materials research of applied and non-conventional construction materials;



training of experts and related research within the framework of the national nuclear energy program of the Republic of Rwanda in the field of the use of nuclear energy for peaceful purposes;

development of education in respective fields of science and engineering; assurance of nuclear and radiation safety in the field of the use of nuclear energy and environmental protection;

development of national nuclear and radiation safety system in the field of the use of nuclear energy, required for the implementation of the national nuclear energy program of the Republic of Rwanda;

other areas of application of nuclear energy for peaceful purposes.

#### Article 4

#### COMPETENT AUTHORITIES AND AUTHORIZED ORGANIZATIONS

1. For the purpose of implementation of this Agreement, the Parties shall designate the following competent authorities:

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 and radiation safety 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 and radiation safety 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 Rwanda Utilities Regulatory Authority).

2. The competent authorities of the Rwandan Party designate Rwandan authorized organizations, including the customer. The competent authorities of the Russian Party designate Russian authorized organizations, including the general contractor. The competent authorities of the Parties notify each other about such appointment in writing.

3. In case of any change of competent authorities, their names or functions or designation of other competent authorities the Parties shall immediately inform each other in writing through the diplomatic channels. In

case of change or designation of other Rwandan authorized organizations or Russian authorized organizations, including the general contractor and the customer, the competent authorities of the Parties shall inform each other in writing.

4. Rwandan authorized organizations and Russian authorized organizations shall involve under this Agreement Rwandan organizations (hereinafter –Rwandan contractors), Russian organizations (hereinafter – Russian contractors) as well as organizations of third party countries for the supply of equipment and materials, execution of works and rendering of services.

5. The competent authorities of the Parties shall coordinate cooperation between Rwandan authorized organizations and Russian authorized organizations under this Agreement and exercise control over the implementation of measures to duly effect the implementation of this Agreement.

6. With a view to exercise effective control and adopt proper measures to implement this Agreement, the competent authorities of the Parties shall act within the Joint Coordinating Committee established between the Parties in accordance with Article 6 of the Agreement between the Government of the Republic of Rwanda and Government of the Russian Federation the on Cooperation in the Field of the Use of Nuclear Energy for Peaceful Purposes of December 5, 2018.

#### Article 5 FUNCTIONS OF AUTHORIZED ORGANIZATIONS

1. The general contractor and the customer under this Agreement shall conclude the general contract for engineering surveys, the preparatory period works and pre-project works, design, supplies, construction and commissioning of the facilities of the Center defining the particular composition of executed works, provided supplies and rendered services, prices, terms of payments, timelines of obligations fulfillment, detailed allocation of obligations between the general contractor and the customer under this Agreement, as well as their responsibilities (hereinafter – general contract).

2. The defects liability period for each separate facility of the Center is up to 24 months upon the date of signing by the general contractor and the customer of the act of commissioning of the corresponding facility.

3. The Rwandan Party ensures performance of obligations by Rwandan authorized organizations to Russian authorized organizations, including



payment obligations for executed works, provided supplies and rendered services.

4. Agreements (contracts) between Rwandan authorized organizations and Russian authorized organizations under this Agreement shall be concluded upon the results of direct negotiations between Rwandan authorized organizations and Russian authorized organizations on a single source basis. The competent authorities of the Rwandan Party shall arrange the obtaining of the relevant permits for the conclusion of direct agreements (contracts) between Russian authorized organizations and Rwandan authorized organizations in accordance with the legislation of the Republic of Rwanda.

Agreements (contracts) concluded between Rwandan authorized organizations and contractors and concluded by Rwandan contractors shall be concluded in accordance with the legislation of the Republic of Rwanda.

Agreements (contracts) concluded between Russian authorized organizations and contractors and concluded by Russian contractors shall be concluded in accordance with the legislation of the Russian Federation.

5. For the purpose of supply of goods, execution of works and render of services under this Agreement the Parties agree on the application of codes and standards applicable in the Russian Federation on the design, construction, commissioning and operation of the Center.

#### Article 6

#### OBLIGATIONS OF THE GENERAL CONTRACTOR

For the purpose of implementation of cooperation under this Agreement, the Russian Party shall ensure that the general contractor in accordance with the general contract in the following areas shall:

- carry out the engineering surveys on the site of the Center;

- assist the customer in the preparation of the documentation of the Environmental Impact Assessment of the Center and site selection justification of the Center;

- assist the customer in the development of the Safety Analysis Reports for the Center;

- develop and prepare basic and detailed documentation (without physical protection system) in accordance with the Russian applicable codes and standards on the use of nuclear energy as well as in accordance with recommendations of the International Atomic Energy Agency;

- provide technical support in preparation of documentation necessary for obtaining permits (licenses) for the siting, construction and commissioning of

the facilities of the Center in accordance with the requirements of the legislation of the Republic of Rwanda;

carry out the construction, installation and start-up works as well as commissioning of the facilities of the Center;

perform the designer's supervision and control over the project criteria at all stages of the construction of the Center and commissioning of facilities of the Center;

quality management of executed works, supplied equipment and materials;

develop and implement quality management programs at all stages of the construction of the Center;

deploy Russian experts and specialists to the Republic of Rwanda under the general contract;

supply equipment, devices, instruments and materials in scope and range corresponding to the scope and specifications under the general contract. The scope of supply shall include spare parts in accordance with the manufacturers' standards for the period of installation, start-up works and commissioning of the facilities of the Center for the defects liability period of the facilities of the Center, as well as special tools and devices for the installation and start-up works, service maintenance and repair of the equipment in conformity with the manufacturers' technical documentation for that equipment and under the terms and conditions to be agreed in the general contract. The supply shall be carried out to the site of the Center;

supply of particular types of equipment and materials for the construction, installation and start-up works as well as for the commissioning of the facilities of the Center is carried out on temporary importation conditions;

carry out the installation, start-up works, commissioning of the equipment supplied from the Russian Federation as well as from other third party countries, assurance of the technical assistance in the defects liability period of its operation;

supply of the nuclear fuel in the form of complete fuel assemblies for the period of the construction of the Center for the initial loading and the first reloading;

supply of the neutron sources for the launching into operation of a nuclear research installation and radiation sources for the initial loading into radiation plants of the Center for the period of the construction of the Center;



organize training, advanced vocational training and retraining of Rwandan personnel for participation in the installation, commissioning and operation of the Center in scope envisaged in the general contract;

transfer in the agreed scope the technical documentation for the equipment supplied by the manufacturers from the Russian Federation.

#### Article 7

#### OBLIGATIONS OF THE CUSTOMER

For the purpose of implementation of cooperation under this Agreement, the Rwandan Party shall ensure that the customer, in accordance with the general contract, shall:

select the site for construction of the Center, transfer the site to the general contractor and ensure the access to it by the personnel of Russian authorized organizations and Rwandan authorized organizations;

provide with the available and reliable initial data required for rationale of the siting and the design of the Center with the amounts, conditions and within the timelines that have been agreed upon with the general contractor for which the customer is absolutely responsible;

develop the report on Environmental Impact Assessment of the Center;

develop Safety Analysis Reports for the Center;

design and construct in scope agreed with the general contractor and in accordance with the general contractor's technical requirements the infrastructure facilities of the Center located beyond the perimeter of the construction site of the Center, including water and power supply facilities, transmission systems and access roads to the construction site of the Center;

develop and implement quality management programs of works carried out by Rwandan contractors at all stages of the construction of the Center;

assist Rwandan authorized organizations and Rwandan contractors to obtain the relevant permits (licenses) including by the Rwanda Utilities Regulatory Authority which are required in accordance with the legislation of the Republic of Rwanda for the implementation of this Agreement, including the permits (licenses) required for Rwandan authorized organizations for transportation of nuclear fuel and radiation sources within the territory of the Republic of Rwanda, as well as the permits (licenses) for the transportation of nuclear fuel and radiation sources within the territory of third party countries;

develop and implement required safety measures related to physical protection at the site of the Center, as well as safety measures agreed with the general contractor for Russian specialists and specialists from third party countries at the site of the Center;

ensure security of the personnel of Russian authorized organizations, personnel of Russian contractors and specialists from third party countries on the construction site of the Center, including physical security of personnel and their family members in their living places;

provide accommodation at the Center housing estate, offices on the construction site of the Center, buildings and services for medical (including emergency medical care services) and social amenities for the personnel of Russian authorized organizations, Russian contractors and the personnel from third party countries deployed under this Agreement in the scope to be agreed upon in the general contract;

timely provide the general contractor at the boundaries of the construction site of the Center with the necessary resources including electricity (in the agreed amount and appropriate technical parameters), industrial and potable water (in the agreed amount and proper quality), sanitation, access roads including for the transportation of long manufacturing cycle equipment and other equipment (within mutually agreed terms);

facilitate the obtaining of entry visas and work permits for personnel of Russian authorized organizations and Russian contractors deployed to the Republic of Rwanda for implementation of this Agreement (including members of their families);

provide security of the site of the Center as well as of the equipment, devices, materials and spare parts required for the construction of the Center and located at the site of the Center, including the equipment, devices, materials and spare parts supplied from the Russian Federation and third party countries;

provide qualified personnel for the period of start-up works and commissioning of the facilities of the Center;

provide qualified personnel to work at the Center at the relevant stages of the construction of the Center, including cleaning staff for offices and industrial buildings;

transfer to the general contractor the information and documentation required for implementation of this Agreement;

equip the Center with capacity control devices which will enable the transmission of data directly to the International Atomic Energy Agency via trusted channel provided by the International Atomic Energy Agency;

control and inspect the compliance with the approved requirements to the construction and installation equipment of the Center;

ensure regular, duly and timely funding of all works in accordance with the agreements (contracts) concluded under this Agreement.



Article 8  
FUEL SUPPLY AND PROCUREMENT

1. The Russian Party shall ensure supplies by Russian authorized organizations, while the Rwandan Party shall ensure continuous procurement by Rwandan authorized organizations during the entire period of the Center operation on a long-term agreed (contractual) basis at agreed prices (based on prevailing world prices) of:

nuclear fuel in the form of complete fuel assemblies manufactured in the Russian Federation for the use in the Center in the amounts required for the initial loading and all subsequent fuel reloads for the entire period of operation of the Center;

control rods manufactured in the Russian Federation in the amounts required for the entire operation of the multipurpose research water-water reactor of the Center;

raw material produced in the Russian Federation required for the production of isotopes for the entire period of operation of the Center;

neutron sources and radiation sources produced in the Russian Federation for the entire period of operation of the Center.

2. Supply of complete fuel assemblies required for the use in the Center for the initial loading and the first reloading is carried out under the general contract. Fuel supplies for subsequent reloads for the entire period of operation of the Center are carried out under a separate agreement (contract).

3. Supply of neutron sources, required for the launching into operation of a nuclear research installation and radiation sources for initial loading into radiation plants of the Center is carried out under the general contract. Supplies of radiation sources for the first and subsequent reloads for the entire period of operation of the Center are carried out under a separate agreement (contract).

Article 9  
SERVICE MAINTENANCE

The Russian Party shall ensure the provision by Russian authorized organizations, while the Rwandan Party shall ensure continuous procurement by Rwandan authorized organizations for maintenance of technical services of the supplied equipment, including consultations, supply of spare parts, provision of technologies for technical preservation and storage of equipment, assistance in the organization of repair services and maintenance works for the post-defects liability period of the entire period of operation of the Center, on a long term agreed (contractual) basis at mutually agreed prices.

Article 10  
NUCLEAR INFRASTRUCTURE

1. The Rwandan Party shall ensure the availability of nuclear infrastructure required for the construction, commissioning and operation of the Center.

2. Rwandan authorized organizations and Russian authorized organizations within the framework of separate agreements (contracts) evaluate and assist with the development of nuclear energy infrastructure of the Republic of Rwanda required for high-quality and safe implementation of the construction of the Center in accordance with the recommendations of the International Atomic Energy Agency.

Article 11  
RADIOACTIVE WASTE MANAGEMENT

The Parties shall cooperate in the field of the use of spent nuclear fuel and radioactive waste as well as the decommissioning of the facilities of the Center constructed under this Agreement on the terms of separate agreements to be agreed by the Parties.

Article 12  
CIVIL LIABILITY FOR NUCLEAR DAMAGE

1. The terms that are used in this Agreement have the meaning identified in the Vienna Convention on Civil Liability for Nuclear Damage of May 21, 1963.

2. Civil liability for nuclear damage caused as a result of a nuclear incident taking place during the handling of fresh nuclear fuel or its transportation, is transferred from a Russian authorized organization to a Rwandan authorized organization at the point of unloading of it from the means of transport on which it was delivered to the territory of the Republic of Rwanda, under the terms of the corresponding agreements (contracts) concluded under this Agreement.

3. In case of a nuclear incident either at the site of the Center or on the territory of the Republic of Rwanda and beyond its borders, including a nuclear incident occurred during the transportation (after the liability for nuclear material is assumed by the Rwandan authorized organization), handling or storage of nuclear fuel (spent nuclear fuel), radioactive waste or any other contaminated materials or any parts of equipment of the Center, the customer



being the owner and operator of the Center assumes absolute and exclusive liability for nuclear damage and any other damage caused to any person or property at the site of the Center as well as on the territory of the Republic of Rwanda and beyond its borders. The Rwandan Party guarantees that under no circumstances the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors shall be considered as the operator of the Center.

4. The Rwandan Party, its competent authorities, Rwandan authorized organizations and Rwandan contractors guarantee not to lodge any lawsuits and not to make any claims to the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors related to any damage caused as a result of a nuclear incident. The Rwandan Party, its competent authorities, Rwandan authorized organizations, Rwandan contractors and their insurance organizations refuse from the right of subrogation to the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors related to any damage caused as a result of a nuclear incident.

5. The Rwandan Party guarantees that the customer being the owner and operator of the Center with no expenses for the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors commits to compensate any expenses of the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors as well as to avail the required juridical protection at any cases of lodging of lawsuits or other claims related to any damage caused in case of a nuclear incident on the territory of the Republic of Rwanda and beyond its borders.

### Article 13 PHYSICAL PROTECTION

1. The Rwandan Party shall be responsible for ensuring physical protection of the Center at all stages of its construction, commissioning, operation and decommissioning.

2. The Russian Party shall render assistance to a Russian authorized organization of the following arrangements:

provision of consulting services in the development of programs and organizational measures for arrangement of physical protection;

design, manufacture and carrying out the construction, installation and start-up works required for the establishment of the physical protection system of basic and auxiliary facilities of the Center in scope stated in the International Atomic Energy Agency document «The Physical Protection of Nuclear Material and Nuclear Facilities» (INFCIRC/225/Revision 5).

3. The Rwandan Party shall ensure:

commissioning and operation of the physical protection system of the Center in accordance with the legislation of the Republic of Rwanda and in accordance with the recommendations stated in the document of International Atomic Energy Agency «The Physical Protection of Nuclear Material and Nuclear Facilities» (INFCIRC/225/Revision 5) or its further versions accepted by the Parties;

transfer to a Russian authorized organization the information required for provision of consulting services in the development of programs and organizational measures for arrangement of physical protection as well as for design, manufacture, construction, installation and start-up works required for the establishment of the physical protection system of basic and auxiliary facilities of the Center.

Article 14  
TAXATION

1. The issues related to taxation in connection with the implementation of this Agreement, are governed by legislations of the Parties' States in the part not regulated by this Article.

The Rwandan Party shall ensure:

all available tax exemptions and incentives are granted to Russian authorized organizations and Russian contractors in accordance with the legislation of the Republic of Rwanda. If necessary, additional exemptions and incentives will be provided;

for the personnel from Russian authorized organizations as well as Russian contractors agreed upon by mutual consent of the competent authorities of the Parties goods, materials, consumables, equipment, machinery, vehicles and other transportation equipment, works or services, directly or indirectly related to implementation of this Agreement, that are imported from the Russian Federation shall provide their treatment no less favorable than that which would be provided to similar goods and services of similar origin which are not associated with the implementation of this Agreement. No prohibitions or restrictions, irrespective of their names, whether made effective through quotas, import or export licenses or other measures, shall be instituted or maintained by the Rwandan Party on the importation or on the exportation;

issues of compensation related to taxes and duties in connection to this Agreement shall be settled through subsequent agreements (contracts);



non-tax payments including but not limited to licensing fees levied on Russian authorized organizations for the implementation of this Agreement shall be paid by Rwandan authorized organizations;

all prices, tariffs, fees and charges provided for by the Rwandan Party, which shall be provided without any restrictions or limitations for the period of implementation of this Agreement, on a non-discriminatory basis and to the amount not higher than the amount of payments that may be imposed on other organizations or personnel in relation to the selected site or access to the infrastructure or supplies of water or other public utilities and networks, including electrical energy, process water, potable water, communications, and roads and transportation to Russian authorized organizations and Russian contractors, payable by designated payer;

capital, property and assets owned or enjoyed, directly or indirectly, by Russian authorized organizations and Russian contractors, shall not be expropriated, nationalized, confiscated, liquidated or requisitioned except for public purposes or interests, and only in accordance with due process of law on a non-discriminatory basis, and with the condition of immediate full compensation and reimbursement by the Rwandan Party for all resulting losses and costs.

2. Russian authorized organizations and Russian contractors shall have the following rights:

to open and maintain an account or accounts in a bank of their choice in the Republic of Rwanda for foreign currency or to hold and freely dispose of any funds outside of the Republic of Rwanda;

to provide in freely convertible foreign currencies all funds required for the implementation of this Agreement and if necessary to convert such currencies into the Rwandan national currency in accordance with Central Bank of the Republic of Rwanda rules for documentary formalities;

to freely repatriate foreign currencies abroad without any barriers in accordance with Central Bank of the Republic of Rwanda rules for documentary formalities;

to dispose of any of their respective property within the Republic of Rwanda, having paid import and (or) customs duties or exercise the right to re-export, free of all export duties and taxes, property which is no longer required for use under this Agreement carried out hereunder.

3. Russian organizations (as well as their offices and branches founded on the territory of the Republic of Rwanda) are exempted from any formal requests of the legislation of the Republic of Rwanda in relation to recruitment of local personnel as well as from formal requests limiting the recruitment of

foreign personnel (including the application of any existing laws, limiting the number of foreign personnel involved into the implementation of this Agreement). The competent authorities of the Rwandan Party shall approve and arrange the issuing of entry visas, obtaining of work permits and other relevant permits in relation to recruitment of Russian personnel and personnel from third party countries upon formal request of Russian authorized organizations.

#### Article 15 COOPERATION OF REGULATORY AUTHORITIES

For the purpose of implementation of this Agreement to establish in the Republic of Rwanda a nuclear and radiation regulation safety system in the field of the use of nuclear energy necessary for the implementation of the national nuclear energy program of the Republic of Rwanda, safety Regulatory Authorities in the field of the use of nuclear energy of Parties' States cooperate including the involvement of the authorized organizations in the area concerning nuclear and radiation safety, 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 Rwanda Utilities Regulatory Authority.

#### Article 16 APPLICABLE LEGISLATION

1. Subject to the present article, the legislation of the Republic of Rwanda concerning the implementation of this Agreement thereof shall be applied to Russian authorized organizations and Rwandan authorized organizations, Russian contractors and Rwandan contractors pursuant to this Agreement provided that the laws or any amendments coming into effect after the date of signing of this Agreement in the Republic of Rwanda do not conflict with the provisions of this Agreement.

2. If a new legislation adopted in the Republic of Rwanda (except for legislation regulating prices, fares, fees and payments provided for public services in the Republic of Rwanda), which takes effect after the date of signing of this Agreement and has a negative impact on the implementation of this Agreement and (or) agreements (contracts) concluded under this Agreement harms, restricts, infringes, diminishes any of the rights, negatively affects the costs of the agreements (contracts), compensations and protection granted under this Agreement or arising out of agreements (contracts)



concluded under this Agreement directly or indirectly discriminates or imposes financial burden on Russian authorized organizations or Russian contractors this legislation shall not be applied to the implementation of this Agreement.

3. Notwithstanding the provision of paragraph 2 of this Article, Russian authorized organizations and Russian contractors shall comply with any new regulations promulgated by the Rwanda Utilities Regulatory Authority after the date of signing of this Agreement provided that:

full compensation by the Rwandan Party to Russian authorized organizations, Russian contractors for any actual, direct and indirect costs, losses, expenses or damages incurred by them as a result of implementation of such a new legislation;

exemption of Russian authorized organizations and Russian contractors from any responsibility for the nonfulfillment or improper fulfillment of their obligations under agreements (contracts) accomplished as a result of the implementation of such a new legislation;

rights of Russian authorized organizations and Russian contractors to cease the fulfillment of their obligations under agreements (contracts).

Specified under paragraph 3 of this Article rights of Russian authorized organizations and Russian contractors as well as the sequence and procedures of their use shall be defined in relevant agreements (contracts) between Russian authorized organizations and Rwandan authorized organizations.

4. The Rwandan Party ensures that the activity under this Agreement corresponds to the national public order and interests of society and does not contradict them.

5. The Rwandan Party assists Rwandan authorized organization in the field of shaping positive public opinion on nuclear energy in the Republic of Rwanda.

#### Article 17<sup>1</sup>

#### AGREEMENTS (CONTRACTS) CONCLUDED UNDER THIS AGREEMENT

1. In case of inconsistencies between this Agreement and the agreements (contracts) concluded between Rwandan authorized organizations and Russian authorized organizations with a view of implementation of this Agreement the provisions of this Agreement shall prevail.

2. Agreements (contracts) concluded between Rwandan authorized organizations and Russian authorized organizations provide the right of Russian authorized organizations to suspend the implementation of such agreements (contracts) in case of:

non-payment to Russian authorized organizations for implementation of their obligations under the agreements (contracts);

the customer's and (or) other Rwandan authorized organizations failure to obtain necessary licenses, permits or approvals in accordance with the terms of agreements (contracts), without which Russian authorized organizations are unable to continue implementing their obligations under the agreements (contracts);

late receipt of the required permits (licenses) caused either by the adoption (non-adoption) of decisions of authorities of the Republic of Rwanda, or violation by the Rwandan Party or its competent authorities of the fulfillment of their obligations under this Agreement, considering that Russian authorized organizations and Russian contractors properly comply with the legislation of the Republic of Rwanda;

absence and (or) failure to enter into force of normative acts of authorities of the Republic of Rwanda required for the effective implementation of the provisions of this Agreement.

Specific conditions, including additional conditions and the terms of suspending the implementation of agreements (contracts) concluded between Russian authorized organizations and Rwandan authorized organizations will be set out in these agreements (contracts).

3. Any disputes, controversies or claims arising out of the implementation of agreements (contracts) concluded between Russian authorized organizations and Rwandan authorized organizations or caused by their breach, termination or cancellation shall be finally resolved by international court of arbitration of a third country, to be determined by the parties to such agreements (contracts) upon mutual agreement. The decision of the arbitration court shall be ultimate and binding for the parties to these agreements (contracts).

4. Agreements (contracts) concluded between Rwandan authorized organizations and Russian authorized organizations as well as relations between their parties arising from these agreements (contracts), shall be governed by and construed in accordance with a third party law, to be determined by the parties to these agreements (contracts) upon mutual agreement.

5. Agreements (contracts) concluded under this Agreement may only be amended, suspended or terminated by the parties to such agreements (contracts).



Article 18  
SETTLEMENT OF DISPUTES

1. Controversies between the Parties related to the implementation and (or) interpretation of the provisions of this Agreement shall be resolved through consultations or negotiations between the competent authorities of the Parties, if the Parties fail to agree in another way.

2. To other issues which are not envisaged in this Agreement, including issues of the information protection regarded by the transferring Party as confidential, any other issues on intellectual property including the protection of the results of intellectual activity, protection of foreground intellectual property and background intellectual property, which are transferred under this Agreement or created under this Agreement, the provisions of 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 of December 5, 2018 shall be applied.

Article 19  
ENTRY INTO FORCE, DURATION, AMENDMENT  
AND TERMINATION

1. The 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.

2. This Agreement is termless.

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

4. Each Party may terminate this Agreement by forwarding to the other Party the written notification of its intention to terminate the Agreement. In such case this Agreement shall become invalid one year after the receipt of such written notification.

5. Upon the receipt by one of the Parties of the written notification from the other Party on the termination of this Agreement, the Parties shall hold consultations immediately on the possibility of fulfillment of all obligations related to the construction and commissioning of the Center and technical assistance during the defects liability period.

6. In case of termination of this Agreement the obligations under Articles 8-13 of this Agreement shall remain in force.

7. Termination of this Agreement shall not affect the validity of the agreements (contracts), concluded under this Agreement during the period of its validity, and the fulfillment of the obligations of the agreements (contracts).

Done at Sochi on 24.10.2019 in duplicate each 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



<p><b>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko N° 07/2020 ryo ku wa 20/07/2020 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma Yunze Ubumwe y'Uburusiya, ku bufatanye mu kubaka Ikigo cy'Ubumenyi n'Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y'u Rwanda, yakorewe i Sochi, mu Burusiya, ku wa 24/10/2019</b></p>	<p><b>Seen to be annexed to Law N° 07/2020 of 20/07/2020 approving ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, in Russia, on 24/10/2019</b></p>	<p><b>Vu pour être annexé à la Loi N° 07/2020 du 20/07/2020 approuvant ratification de l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, en Russie, le 24/10/2019</b></p>
--	--	---

Kigali, 20/07/2020

(sé)

**KAGAME Paul**  
Perezida wa Repubulika  
President of the Republic  
Président de la République

(sé)

**Dr NGIRENTE Edouard**  
Minisitiri w'Intebe  
Prime Minister  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**  
**Seen and sealed with the Seal of the Republic:**  
**Vu et scellé du Sceau de la République:**

(sé)

**BUSINGYE Johnston**  
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta  
Minister of Justice and Attorney General  
Ministre de la Justice et Garde des Sceaux

<p><b>ITEKA RYA PEREZIDA N° 75/01 RYO KU WA 27/07/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YUNZE UBUMWE Y’UBURUSIYA, KU BUFATANYE MU KUBAKA IKIGO CY’UBUMENYI N’IKORANABUHANGA MU BYA NIKELEYERI KU BUTAKA BWA REPUBULIKA Y’U RWANDA, YAKOREWE I SOCHI, KU WA 24.10.2019</b></p>	<p><b>PRESIDENTIAL ORDER N° 75/01 OF 27/07/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE CONSTRUCTION OF THE CENTER OF NUCLEAR SCIENCE AND TECHNOLOGY ON THE TERRITORY OF THE REPUBLIC OF RWANDA, DONE AT SOCHI, ON 24.10.2019</b></p>	<p><b>ARRÊTÉ PRÉSIDENTIEL N° 75/01 DU 27/07/2020 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LA CONSTRUCTION DU CENTRE DE LA SCIENCE ET LA TECHNOLOGIE NUCLÉAIRES SUR LE TERRITOIRE DE LA RÉPUBLIQUE DU RWANDA, FAIT À SOCHI, LE 24.10.2019</b></p>
<p><b><u>ISHAKIRO</u></b></p>	<p><b><u>TABLE OF CONTENTS</u></b></p>	<p><b><u>TABLE DES MATIÈRES</u></b></p>
<p><b><u>Ingingo ya mbere:</u> Kwemeza burundu</b></p>	<p><b><u>Article One:</u> Ratification</b></p>	<p><b><u>Article premier:</u> Ratification</b></p>
<p><b><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</b></p>	<p><b><u>Article 2:</u> Authorities responsible for the implementation of this Order</b></p>	<p><b><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</b></p>
<p><b><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</b></p>	<p><b><u>Article 3:</u> Commencement</b></p>	<p><b><u>Article 3:</u> Entrée en vigueur</b></p>

<p><b>ITEKA RYA PEREZIDA N° 75/01 RYO KU WA 27/07/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YUNZE UBUMWE Y’UBURUSIYA, KU BUFATANYE MU KUBAKA IKIGO CY’UBUMENYI N’IKORANABUHANGA MU BYA NIKELEYERI KU BUTAKA BWA REPUBULIKA Y’U RWANDA, YAKOREWE I SOCHI, KU WA 24.10.2019</b></p>	<p><b>PRESIDENTIAL ORDER N° 75/01 OF 27/07/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE CONSTRUCTION OF THE CENTER OF NUCLEAR SCIENCE AND TECHNOLOGY ON THE TERRITORY OF THE REPUBLIC OF RWANDA, DONE AT SOCHI, ON 24.10.2019</b></p>	<p><b>ARRÊTÉ PRÉSIDENTIEL N° 75/01 DU 27/07/2020 RATIFIANT L’ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LA CONSTRUCTION DU CENTRE DE LA SCIENCE ET LA TECHNOLOGIE NUCLÉAIRES SUR LE TERRITOIRE DE LA RÉPUBLIQUE DU RWANDA, FAIT À SOCHI, LE 24.10.2019</b></p>
<p><b>Twebwe, KAGAME Paul,</b> Perezida wa Repubulika;</p>	<p><b>We, KAGAME Paul,</b> President of the Republic;</p>	<p><b>Nous, KAGAME Paul,</b> Président de la République;</p>
<p>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;</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176;</p>
<p>Dushingiye ku Itegeko N° 007/2020 ryo ku wa 20/07/2020 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma Yunze Ubumwe y’Uburusiya, ku bufatanye mu kubaka Ikigo cy’Ubumenyi n’Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y’u Rwanda, yakorewe i Sochi, mu Burusiya, ku wa 24/10/2019;</p>	<p>Pursuant to Law N° 007/2020 of 20/07/2020 approving the ratification of the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, in Russia on 24/10/2019;</p>	<p>Vu la Loi N° 007/2020 du 20/07/2020 approuvant la ratification de l’Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, en Russie, le 24/10/2019;</p>

<p>Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma Yunze Ubumwe y'Uburusiya, ku bufatanye mu kubaka Ikigo cy'Ubumenyi n'Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y'u Rwanda, yakorewe i Sochi, ku wa 24.10.2019;</p> <p>Bisabwe na Minisitiri w'Ibikorwa Remezo;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p><b>TWATEGETSE KANDI DUTEGETSE:</b></p> <p><b><u>Ingingo ya mbere: Kwemeza burundu</u></b></p> <p>Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma Yunze Ubumwe y'Uburusiya, ku bufatanye mu kubaka Ikigo cy'Ubumenyi n'Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y'u Rwanda, yakorewe i Sochi, ku wa 24.10.2019, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>Considering the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, on 24.10.2019;</p> <p>On Proposal by the Minister of Infrastructure;</p> <p>After consideration and approval by the Cabinet;</p> <p><b>HAVE ORDERED AND ORDER:</b></p> <p><b><u>Article One: Ratification</u></b></p> <p>The Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, on 24.10.2019, annexed to this Order, is ratified and becomes fully effective.</p>	<p>Considérant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, le 24.10.2019;</p> <p>Sur proposition du Ministre des Infrastructures;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p><b>AVONS ARRÊTÉ ET ARRÊTONS:</b></p> <p><b><u>Article premier : Ratification</u></b></p> <p>L'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, le 24.10.2019, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
---	--	--

<p><b><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</b></p>	<p><b><u>Article 2:</u> Authorities responsible for the implementation of this Order</b></p>	<p><b><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</b></p>
<p>Minisitiri w'Intebe, Minisitiri w'Ibikorwa Remezo na Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane bashinzwe gushyira mu bikorwa iri teka.</p>	<p>The Prime Minister, the Minister of Infrastructure and the Minister of Foreign Affairs and International Cooperation are entrusted with the implementation of this order.</p>	<p>Le Premier Ministre, le Ministre des Infrastructures et le Ministre des Affaires Étrangères et de la Coopération Internationale sont chargés de l'exécution du présent arrêté.</p>
<p><b><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</b></p>	<p><b><u>Article 3:</u> Commencement</b></p>	<p><b><u>Article 3:</u> Entrée en vigueur</b></p>
<p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>



Kigali, 27/07/2020

(sé)

**KAGAME Paul**  
Perezida wa Repubulika  
President of the Republic  
Président de la République

(sé)

**Dr NGIRENTE Edouard**  
Minisitiri w'Intebe  
Prime Minister  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**  
**Seen and sealed with the Seal of the Republic:**  
**Vu et scellé du Sceau de la République:**

(sé)

**BUSINGYE Johnston**  
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta  
Minister of Justice and Attorney General  
Ministre de la Justice et Garde des Sceaux

<p><b>UMUGEREKA W'ITEKA RYA PEREZIDA N° 75/01 RYO KU WA 27/07/2020 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YUNZE UBUMWE Y'UBURUSIYA, KU BUFATANYE MU KUBAKA IKIGO CY'UBUMENYI N'IKORANABUHANGA MU BYA NIKELEYERI KU BUTAKA BWA REPUBULIKA Y'U RWANDA, YAKOREWE I SOCHI, KU WA 24.10.2019</b></p>	<p><b>ANNEX TO PRESIDENTIAL ORDER N° 75/01 OF 27/07/2020 RATIFYING THE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE RUSSIAN FEDERATION, ON COOPERATION IN THE CONSTRUCTION OF THE CENTER OF NUCLEAR SCIENCE AND TECHNOLOGY ON THE TERRITORY OF THE REPUBLIC OF RWANDA, DONE AT SOCHI, ON 24.10.2019</b></p>	<p><b>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 75/01 DU 27/07/2020 RATIFIANT L'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA FÉDÉRATION DE RUSSIE, SUR LA COOPÉRATION DANS LA CONSTRUCTION DU CENTRE DE LA SCIENCE ET LA TECHNOLOGIE NUCLÉAIRES SUR LE TERRITOIRE DE LA RÉPUBLIQUE DU RWANDA, FAIT À SOCHI, LE 24.10.2019</b></p>
--	---	---

AGREEMENT  
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA  
AND THE GOVERNMENT OF THE RUSSIAN FEDERATION  
ON COOPERATION IN THE CONSTRUCTION OF  
THE CENTER OF NUCLEAR SCIENCE AND TECHNOLOGY  
ON THE TERRITORY OF THE REPUBLIC OF RWANDA

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

GUIDED BY 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 of December 5, 2018,

AIMING to further expand and deepen the mutually beneficial economic, scientific and technical cooperation between the Russian Federation and the Republic of Rwanda in the field of the use of nuclear energy for peaceful purposes, based on the principles of equality, non-interference and respect for the sovereignty of both Parties' States,

have agreed as follows:

Article 1  
PURPOSE OF COOPERATION

1. The Parties through their competent authorities, Rwandan authorized organizations and Russian authorized organizations shall cooperate in siting, construction, commissioning, operation and decommissioning of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda (hereinafter – Center).

The Center shall consist of a nuclear research installation, based on the multipurpose research water-water reactor with the nominal capacity of up to 10 MW, equipped with systems, equipment and instruments necessary for its safe operation, laboratories and functional complexes, required engineering and technical infrastructure as well as materials, including nuclear materials.

2. Taking into account the priority of nuclear and radiation safety the Parties shall ensure timely issuance by their Regulatory Authorities in the field of the use of nuclear energy of the relevant permits (licenses), required for the implementation of this Agreement in accordance with the respective legislation of their States, in particular for the siting and construction of the Center, export and import of materials and equipment (including temporary importation),

execution of works, rendering of services, as well as for commissioning, operation and decommissioning of the Center.

3. For the effective and safe implementation of the construction project of the Center, the Parties shall cooperate in the development of nuclear infrastructure of the Republic of Rwanda (including national system for nuclear and radiation safety in the field of the use of nuclear energy) necessary for the implementation of the national nuclear energy program of the Republic of Rwanda based on Russian practices and in compliance with the International Atomic Energy Agency recommendations.

## Article 2 AREAS OF COOPERATION

The Parties shall develop cooperation, envisaged in Article 1 of this Agreement in the following areas:

- development of nuclear infrastructure of the Republic of Rwanda necessary for the implementation of cooperation in the construction of the Center;

- siting, construction, commissioning, operation, service maintenance and decommissioning of the Center;

- personnel training for the operation and service maintenance of the Center;

- development of the national system for nuclear and radiation safety in the field of the use of nuclear energy in the Republic of Rwanda, as well as training of the personnel of the Rwanda Utilities Regulatory Authority;

- other areas of cooperation that may be agreed upon by the Parties in written form through diplomatic channels.

## Article 3 OBJECTIVES OF THE CENTER

The primary objectives of the Center are:

- production of radioisotopes for medical, industrial and agricultural purposes;

- nuclear physics research and applied works including on extracted neutron beams;

- materials research of applied and non-conventional construction materials;



training of experts and related research within the framework of the national nuclear energy program of the Republic of Rwanda in the field of the use of nuclear energy for peaceful purposes;

development of education in respective fields of science and engineering;  
assurance of nuclear and radiation safety in the field of the use of nuclear energy and environmental protection;

development of national nuclear and radiation safety system in the field of the use of nuclear energy, required for the implementation of the national nuclear energy program of the Republic of Rwanda;

other areas of application of nuclear energy for peaceful purposes.

#### Article 4

#### COMPETENT AUTHORITIES AND AUTHORIZED ORGANIZATIONS

1. For the purpose of implementation of this Agreement, the Parties shall designate the following competent authorities:

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 and radiation safety 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 and radiation safety 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 Rwanda Utilities Regulatory Authority).

2. The competent authorities of the Rwandan Party designate Rwandan authorized organizations, including the customer. The competent authorities of the Russian Party designate Russian authorized organizations, including the general contractor. The competent authorities of the Parties notify each other about such appointment in writing.

3. In case of any change of competent authorities, their names or functions or designation of other competent authorities the Parties shall immediately inform each other in writing through the diplomatic channels. In

case of change or designation of other Rwandan authorized organizations or Russian authorized organizations, including the general contractor and the customer, the competent authorities of the Parties shall inform each other in writing.

4. Rwandan authorized organizations and Russian authorized organizations shall involve under this Agreement Rwandan organizations (hereinafter –Rwandan contractors), Russian organizations (hereinafter – Russian contractors) as well as organizations of third party countries for the supply of equipment and materials, execution of works and rendering of services.

5. The competent authorities of the Parties shall coordinate cooperation between Rwandan authorized organizations and Russian authorized organizations under this Agreement and exercise control over the implementation of measures to duly effect the implementation of this Agreement.

6. With a view to exercise effective control and adopt proper measures to implement this Agreement, the competent authorities of the Parties shall act within the Joint Coordinating Committee established between the Parties in accordance with Article 6 of the Agreement between the Government of the Republic of Rwanda and Government of the Russian Federation the on Cooperation in the Field of the Use of Nuclear Energy for Peaceful Purposes of December 5, 2018.

#### Article 5 FUNCTIONS OF AUTHORIZED ORGANIZATIONS

1. The general contractor and the customer under this Agreement shall conclude the general contract for engineering surveys, the preparatory period works and pre-project works, design, supplies, construction and commissioning of the facilities of the Center defining the particular composition of executed works, provided supplies and rendered services, prices, terms of payments, timelines of obligations fulfillment, detailed allocation of obligations between the general contractor and the customer under this Agreement, as well as their responsibilities (hereinafter – general contract).

2. The defects liability period for each separate facility of the Center is up to 24 months upon the date of signing by the general contractor and the customer of the act of commissioning of the corresponding facility.

3. The Rwandan Party ensures performance of obligations by Rwandan authorized organizations to Russian authorized organizations, including



payment obligations for executed works, provided supplies and rendered services.

4. Agreements (contracts) between Rwandan authorized organizations and Russian authorized organizations under this Agreement shall be concluded upon the results of direct negotiations between Rwandan authorized organizations and Russian authorized organizations on a single source basis. The competent authorities of the Rwandan Party shall arrange the obtaining of the relevant permits for the conclusion of direct agreements (contracts) between Russian authorized organizations and Rwandan authorized organizations in accordance with the legislation of the Republic of Rwanda.

Agreements (contracts) concluded between Rwandan authorized organizations and contractors and concluded by Rwandan contractors shall be concluded in accordance with the legislation of the Republic of Rwanda.

Agreements (contracts) concluded between Russian authorized organizations and contractors and concluded by Russian contractors shall be concluded in accordance with the legislation of the Russian Federation.

5. For the purpose of supply of goods, execution of works and render of services under this Agreement the Parties agree on the application of codes and standards applicable in the Russian Federation on the design, construction, commissioning and operation of the Center.

#### Article 6

#### OBLIGATIONS OF THE GENERAL CONTRACTOR

For the purpose of implementation of cooperation under this Agreement, the Russian Party shall ensure that the general contractor in accordance with the general contract in the following areas shall:

- carry out the engineering surveys on the site of the Center;

- assist the customer in the preparation of the documentation of the Environmental Impact Assessment of the Center and site selection justification of the Center;

- assist the customer in the development of the Safety Analysis Reports for the Center;

- develop and prepare basic and detailed documentation (without physical protection system) in accordance with the Russian applicable codes and standards on the use of nuclear energy as well as in accordance with recommendations of the International Atomic Energy Agency;

- provide technical support in preparation of documentation necessary for obtaining permits (licenses) for the siting, construction and commissioning of

the facilities of the Center in accordance with the requirements of the legislation of the Republic of Rwanda;

carry out the construction, installation and start-up works as well as commissioning of the facilities of the Center;

perform the designer's supervision and control over the project criteria at all stages of the construction of the Center and commissioning of facilities of the Center;

quality management of executed works, supplied equipment and materials;

develop and implement quality management programs at all stages of the construction of the Center;

deploy Russian experts and specialists to the Republic of Rwanda under the general contract;

supply equipment, devices, instruments and materials in scope and range corresponding to the scope and specifications under the general contract. The scope of supply shall include spare parts in accordance with the manufacturers' standards for the period of installation, start-up works and commissioning of the facilities of the Center for the defects liability period of the facilities of the Center, as well as special tools and devices for the installation and start-up works, service maintenance and repair of the equipment in conformity with the manufacturers' technical documentation for that equipment and under the terms and conditions to be agreed in the general contract. The supply shall be carried out to the site of the Center;

supply of particular types of equipment and materials for the construction, installation and start-up works as well as for the commissioning of the facilities of the Center is carried out on temporary importation conditions;

carry out the installation, start-up works, commissioning of the equipment supplied from the Russian Federation as well as from other third party countries, assurance of the technical assistance in the defects liability period of its operation;

supply of the nuclear fuel in the form of complete fuel assemblies for the period of the construction of the Center for the initial loading and the first reloading;

supply of the neutron sources for the launching into operation of a nuclear research installation and radiation sources for the initial loading into radiation plants of the Center for the period of the construction of the Center;



organize training, advanced vocational training and retraining of Rwandan personnel for participation in the installation, commissioning and operation of the Center in scope envisaged in the general contract;

transfer in the agreed scope the technical documentation for the equipment supplied by the manufacturers from the Russian Federation.

#### Article 7

#### OBLIGATIONS OF THE CUSTOMER

For the purpose of implementation of cooperation under this Agreement, the Rwandan Party shall ensure that the customer, in accordance with the general contract, shall:

select the site for construction of the Center, transfer the site to the general contractor and ensure the access to it by the personnel of Russian authorized organizations and Rwandan authorized organizations;

provide with the available and reliable initial data required for rationale of the siting and the design of the Center with the amounts, conditions and within the timelines that have been agreed upon with the general contractor for which the customer is absolutely responsible;

develop the report on Environmental Impact Assessment of the Center;

develop Safety Analysis Reports for the Center;

design and construct in scope agreed with the general contractor and in accordance with the general contractor's technical requirements the infrastructure facilities of the Center located beyond the perimeter of the construction site of the Center, including water and power supply facilities, transmission systems and access roads to the construction site of the Center;

develop and implement quality management programs of works carried out by Rwandan contractors at all stages of the construction of the Center;

assist Rwandan authorized organizations and Rwandan contractors to obtain the relevant permits (licenses) including by the Rwanda Utilities Regulatory Authority which are required in accordance with the legislation of the Republic of Rwanda for the implementation of this Agreement, including the permits (licenses) required for Rwandan authorized organizations for transportation of nuclear fuel and radiation sources within the territory of the Republic of Rwanda, as well as the permits (licenses) for the transportation of nuclear fuel and radiation sources within the territory of third party countries;

develop and implement required safety measures related to physical protection at the site of the Center, as well as safety measures agreed with the general contractor for Russian specialists and specialists from third party countries at the site of the Center;

ensure security of the personnel of Russian authorized organizations, personnel of Russian contractors and specialists from third party countries on the construction site of the Center, including physical security of personnel and their family members in their living places;

provide accommodation at the Center housing estate, offices on the construction site of the Center, buildings and services for medical (including emergency medical care services) and social amenities for the personnel of Russian authorized organizations, Russian contractors and the personnel from third party countries deployed under this Agreement in the scope to be agreed upon in the general contract;

timely provide the general contractor at the boundaries of the construction site of the Center with the necessary resources including electricity (in the agreed amount and appropriate technical parameters), industrial and potable water (in the agreed amount and proper quality), sanitation, access roads including for the transportation of long manufacturing cycle equipment and other equipment (within mutually agreed terms);

facilitate the obtaining of entry visas and work permits for personnel of Russian authorized organizations and Russian contractors deployed to the Republic of Rwanda for implementation of this Agreement (including members of their families);

provide security of the site of the Center as well as of the equipment, devices, materials and spare parts required for the construction of the Center and located at the site of the Center, including the equipment, devices, materials and spare parts supplied from the Russian Federation and third party countries;

provide qualified personnel for the period of start-up works and commissioning of the facilities of the Center;

provide qualified personnel to work at the Center at the relevant stages of the construction of the Center, including cleaning staff for offices and industrial buildings;

transfer to the general contractor the information and documentation required for implementation of this Agreement;

equip the Center with capacity control devices which will enable the transmission of data directly to the International Atomic Energy Agency via trusted channel provided by the International Atomic Energy Agency;

control and inspect the compliance with the approved requirements to the construction and installation equipment of the Center;

ensure regular, duly and timely funding of all works in accordance with the agreements (contracts) concluded under this Agreement.



## Article 8 FUEL SUPPLY AND PROCUREMENT

1. The Russian Party shall ensure supplies by Russian authorized organizations, while the Rwandan Party shall ensure continuous procurement by Rwandan authorized organizations during the entire period of the Center operation on a long-term agreed (contractual) basis at agreed prices (based on prevailing world prices) of:

nuclear fuel in the form of complete fuel assemblies manufactured in the Russian Federation for the use in the Center in the amounts required for the initial loading and all subsequent fuel reloads for the entire period of operation of the Center;

control rods manufactured in the Russian Federation in the amounts required for the entire operation of the multipurpose research water-water reactor of the Center;

raw material produced in the Russian Federation required for the production of isotopes for the entire period of operation of the Center;

neutron sources and radiation sources produced in the Russian Federation for the entire period of operation of the Center.

2. Supply of complete fuel assemblies required for the use in the Center for the initial loading and the first reloading is carried out under the general contract. Fuel supplies for subsequent reloads for the entire period of operation of the Center are carried out under a separate agreement (contract).

3. Supply of neutron sources, required for the launching into operation of a nuclear research installation and radiation sources for initial loading into radiation plants of the Center is carried out under the general contract. Supplies of radiation sources for the first and subsequent reloads for the entire period of operation of the Center are carried out under a separate agreement (contract).

## Article 9 SERVICE MAINTENANCE

The Russian Party shall ensure the provision by Russian authorized organizations, while the Rwandan Party shall ensure continuous procurement by Rwandan authorized organizations for maintenance of technical services of the supplied equipment, including consultations, supply of spare parts, provision of technologies for technical preservation and storage of equipment, assistance in the organization of repair services and maintenance works for the post-defects liability period of the entire period of operation of the Center, on a long term agreed (contractual) basis at mutually agreed prices.

Article 10  
NUCLEAR INFRASTRUCTURE

1. The Rwandan Party shall ensure the availability of nuclear infrastructure required for the construction, commissioning and operation of the Center.

2. Rwandan authorized organizations and Russian authorized organizations within the framework of separate agreements (contracts) evaluate and assist with the development of nuclear energy infrastructure of the Republic of Rwanda required for high-quality and safe implementation of the construction of the Center in accordance with the recommendations of the International Atomic Energy Agency.

Article 11  
RADIOACTIVE WASTE MANAGEMENT

The Parties shall cooperate in the field of the use of spent nuclear fuel and radioactive waste as well as the decommissioning of the facilities of the Center constructed under this Agreement on the terms of separate agreements to be agreed by the Parties.

Article 12  
CIVIL LIABILITY FOR NUCLEAR DAMAGE

1. The terms that are used in this Agreement have the meaning identified in the Vienna Convention on Civil Liability for Nuclear Damage of May 21, 1963.

2. Civil liability for nuclear damage caused as a result of a nuclear incident taking place during the handling of fresh nuclear fuel or its transportation, is transferred from a Russian authorized organization to a Rwandan authorized organization at the point of unloading of it from the means of transport on which it was delivered to the territory of the Republic of Rwanda, under the terms of the corresponding agreements (contracts) concluded under this Agreement.

3. In case of a nuclear incident either at the site of the Center or on the territory of the Republic of Rwanda and beyond its borders, including a nuclear incident occurred during the transportation (after the liability for nuclear material is assumed by the Rwandan authorized organization), handling or storage of nuclear fuel (spent nuclear fuel), radioactive waste or any other contaminated materials or any parts of equipment of the Center, the customer



being the owner and operator of the Center assumes absolute and exclusive liability for nuclear damage and any other damage caused to any person or property at the site of the Center as well as on the territory of the Republic of Rwanda and beyond its borders. The Rwandan Party guarantees that under no circumstances the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors shall be considered as the operator of the Center.

4. The Rwandan Party, its competent authorities, Rwandan authorized organizations and Rwandan contractors guarantee not to lodge any lawsuits and not to make any claims to the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors related to any damage caused as a result of a nuclear incident. The Rwandan Party, its competent authorities, Rwandan authorized organizations, Rwandan contractors and their insurance organizations refuse from the right of subrogation to the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors related to any damage caused as a result of a nuclear incident.

5. The Rwandan Party guarantees that the customer being the owner and operator of the Center with no expenses for the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors commits to compensate any expenses of the Russian Party, its competent authorities, Russian authorized organizations and Russian contractors as well as to avail the required juridical protection at any cases of lodging of lawsuits or other claims related to any damage caused in case of a nuclear incident on the territory of the Republic of Rwanda and beyond its borders.

### Article 13 PHYSICAL PROTECTION

1. The Rwandan Party shall be responsible for ensuring physical protection of the Center at all stages of its construction, commissioning, operation and decommissioning.

2. The Russian Party shall render assistance to a Russian authorized organization of the following arrangements:

provision of consulting services in the development of programs and organizational measures for arrangement of physical protection;

design, manufacture and carrying out the construction, installation and start-up works required for the establishment of the physical protection system of basic and auxiliary facilities of the Center in scope stated in the International Atomic Energy Agency document «The Physical Protection of Nuclear Material and Nuclear Facilities» (INFCIRC/225/Revision 5).

3. The Rwandan Party shall ensure:

commissioning and operation of the physical protection system of the Center in accordance with the legislation of the Republic of Rwanda and in accordance with the recommendations stated in the document of International Atomic Energy Agency «The Physical Protection of Nuclear Material and Nuclear Facilities» (INFCIRC/225/Revision 5) or its further versions accepted by the Parties;

transfer to a Russian authorized organization the information required for provision of consulting services in the development of programs and organizational measures for arrangement of physical protection as well as for design, manufacture, construction, installation and start-up works required for the establishment of the physical protection system of basic and auxiliary facilities of the Center.

Article 14  
TAXATION

1. The issues related to taxation in connection with the implementation of this Agreement, are governed by legislations of the Parties' States in the part not regulated by this Article.

The Rwandan Party shall ensure:

all available tax exemptions and incentives are granted to Russian authorized organizations and Russian contractors in accordance with the legislation of the Republic of Rwanda. If necessary, additional exemptions and incentives will be provided;

for the personnel from Russian authorized organizations as well as Russian contractors agreed upon by mutual consent of the competent authorities of the Parties goods, materials, consumables, equipment, machinery, vehicles and other transportation equipment, works or services, directly or indirectly related to implementation of this Agreement, that are imported from the Russian Federation shall provide their treatment no less favorable than that which would be provided to similar goods and services of similar origin which are not associated with the implementation of this Agreement. No prohibitions or restrictions, irrespective of their names, whether made effective through quotas, import or export licenses or other measures, shall be instituted or maintained by the Rwandan Party on the importation or on the exportation;

issues of compensation related to taxes and duties in connection to this Agreement shall be settled through subsequent agreements (contracts);



non-tax payments including but not limited to licensing fees levied on Russian authorized organizations for the implementation of this Agreement shall be paid by Rwandan authorized organizations;

all prices, tariffs, fees and charges provided for by the Rwandan Party, which shall be provided without any restrictions or limitations for the period of implementation of this Agreement, on a non-discriminatory basis and to the amount not higher than the amount of payments that may be imposed on other organizations or personnel in relation to the selected site or access to the infrastructure or supplies of water or other public utilities and networks, including electrical energy, process water, potable water, communications, and roads and transportation to Russian authorized organizations and Russian contractors, payable by designated payer;

capital, property and assets owned or enjoyed, directly or indirectly, by Russian authorized organizations and Russian contractors, shall not be expropriated, nationalized, confiscated, liquidated or requisitioned except for public purposes or interests, and only in accordance with due process of law on a non-discriminatory basis, and with the condition of immediate full compensation and reimbursement by the Rwandan Party for all resulting losses and costs.

2. Russian authorized organizations and Russian contractors shall have the following rights:

to open and maintain an account or accounts in a bank of their choice in the Republic of Rwanda for foreign currency or to hold and freely dispose of any funds outside of the Republic of Rwanda;

to provide in freely convertible foreign currencies all funds required for the implementation of this Agreement and if necessary to convert such currencies into the Rwandan national currency in accordance with Central Bank of the Republic of Rwanda rules for documentary formalities;

to freely repatriate foreign currencies abroad without any barriers in accordance with Central Bank of the Republic of Rwanda rules for documentary formalities;

to dispose of any of their respective property within the Republic of Rwanda, having paid import and (or) customs duties or exercise the right to re-export, free of all export duties and taxes, property which is no longer required for use under this Agreement carried out hereunder.

3. Russian organizations (as well as their offices and branches founded on the territory of the Republic of Rwanda) are exempted from any formal requests of the legislation of the Republic of Rwanda in relation to recruitment of local personnel as well as from formal requests limiting the recruitment of

foreign personnel (including the application of any existing laws, limiting the number of foreign personnel involved into the implementation of this Agreement). The competent authorities of the Rwandan Party shall approve and arrange the issuing of entry visas, obtaining of work permits and other relevant permits in relation to recruitment of Russian personnel and personnel from third party countries upon formal request of Russian authorized organizations.

#### Article 15 COOPERATION OF REGULATORY AUTHORITIES

For the purpose of implementation of this Agreement to establish in the Republic of Rwanda a nuclear and radiation regulation safety system in the field of the use of nuclear energy necessary for the implementation of the national nuclear energy program of the Republic of Rwanda, safety Regulatory Authorities in the field of the use of nuclear energy of Parties' States cooperate including the involvement of the authorized organizations in the area concerning nuclear and radiation safety, 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 Rwanda Utilities Regulatory Authority.

#### Article 16 APPLICABLE LEGISLATION

1. Subject to the present article, the legislation of the Republic of Rwanda concerning the implementation of this Agreement thereof shall be applied to Russian authorized organizations and Rwandan authorized organizations, Russian contractors and Rwandan contractors pursuant to this Agreement provided that the laws or any amendments coming into effect after the date of signing of this Agreement in the Republic of Rwanda do not conflict with the provisions of this Agreement.

2. If a new legislation adopted in the Republic of Rwanda (except for legislation regulating prices, fares, fees and payments provided for public services in the Republic of Rwanda), which takes effect after the date of signing of this Agreement and has a negative impact on the implementation of this Agreement and (or) agreements (contracts) concluded under this Agreement harms, restricts, infringes, diminishes any of the rights, negatively affects the costs of the agreements (contracts), compensations and protection granted under this Agreement or arising out of agreements (contracts)



concluded under this Agreement directly or indirectly discriminates or imposes financial burden on Russian authorized organizations or Russian contractors this legislation shall not be applied to the implementation of this Agreement.

3. Notwithstanding the provision of paragraph 2 of this Article, Russian authorized organizations and Russian contractors shall comply with any new regulations promulgated by the Rwanda Utilities Regulatory Authority after the date of signing of this Agreement provided that:

full compensation by the Rwandan Party to Russian authorized organizations, Russian contractors for any actual, direct and indirect costs, losses, expenses or damages incurred by them as a result of implementation of such a new legislation;

exemption of Russian authorized organizations and Russian contractors from any responsibility for the nonfulfillment or improper fulfillment of their obligations under agreements (contracts) accomplished as a result of the implementation of such a new legislation;

rights of Russian authorized organizations and Russian contractors to cease the fulfillment of their obligations under agreements (contracts).

Specified under paragraph 3 of this Article rights of Russian authorized organizations and Russian contractors as well as the sequence and procedures of their use shall be defined in relevant agreements (contracts) between Russian authorized organizations and Rwandan authorized organizations.

4. The Rwandan Party ensures that the activity under this Agreement corresponds to the national public order and interests of society and does not contradict them.

5. The Rwandan Party assists Rwandan authorized organization in the field of shaping positive public opinion on nuclear energy in the Republic of Rwanda.

#### Article 17<sup>1</sup>

#### AGREEMENTS (CONTRACTS) CONCLUDED UNDER THIS AGREEMENT

1. In case of inconsistencies between this Agreement and the agreements (contracts) concluded between Rwandan authorized organizations and Russian authorized organizations with a view of implementation of this Agreement the provisions of this Agreement shall prevail.

2. Agreements (contracts) concluded between Rwandan authorized organizations and Russian authorized organizations provide the right of Russian authorized organizations to suspend the implementation of such agreements (contracts) in case of:

non-payment to Russian authorized organizations for implementation of their obligations under the agreements (contracts);

the customer's and (or) other Rwandan authorized organizations failure to obtain necessary licenses, permits or approvals in accordance with the terms of agreements (contracts), without which Russian authorized organizations are unable to continue implementing their obligations under the agreements (contracts);

late receipt of the required permits (licenses) caused either by the adoption (non-adoption) of decisions of authorities of the Republic of Rwanda, or violation by the Rwandan Party or its competent authorities of the fulfillment of their obligations under this Agreement, considering that Russian authorized organizations and Russian contractors properly comply with the legislation of the Republic of Rwanda;

absence and (or) failure to enter into force of normative acts of authorities of the Republic of Rwanda required for the effective implementation of the provisions of this Agreement.

Specific conditions, including additional conditions and the terms of suspending the implementation of agreements (contracts) concluded between Russian authorized organizations and Rwandan authorized organizations will be set out in these agreements (contracts).

3. Any disputes, controversies or claims arising out of the implementation of agreements (contracts) concluded between Russian authorized organizations and Rwandan authorized organizations or caused by their breach, termination or cancellation shall be finally resolved by international court of arbitration of a third country, to be determined by the parties to such agreements (contracts) upon mutual agreement. The decision of the arbitration court shall be ultimate and binding for the parties to these agreements (contracts).

4. Agreements (contracts) concluded between Rwandan authorized organizations and Russian authorized organizations as well as relations between their parties arising from these agreements (contracts), shall be governed by and construed in accordance with a third party law, to be determined by the parties to these agreements (contracts) upon mutual agreement.

5. Agreements (contracts) concluded under this Agreement may only be amended, suspended or terminated by the parties to such agreements (contracts).



# Article 18 SETTLEMENT OF DISPUTES

1. Controversies between the Parties related to the implementation and (or) interpretation of the provisions of this Agreement shall be resolved through consultations or negotiations between the competent authorities of the Parties, if the Parties fail to agree in another way.

2. To other issues which are not envisaged in this Agreement, including issues of the information protection regarded by the transferring Party as confidential, any other issues on intellectual property including the protection of the results of intellectual activity, protection of foreground intellectual property and background intellectual property, which are transferred under this Agreement or created under this Agreement, the provisions of 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 of December 5, 2018 shall be applied.

# Article 19 ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION

1. The 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.

2. This Agreement is termless.

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

4. Each Party may terminate this Agreement by forwarding to the other Party the written notification of its intention to terminate the Agreement. In such case this Agreement shall become invalid one year after the receipt of such written notification.

5. Upon the receipt by one of the Parties of the written notification from the other Party on the termination of this Agreement, the Parties shall hold consultations immediately on the possibility of fulfillment of all obligations related to the construction and commissioning of the Center and technical assistance during the defects liability period.

6. In case of termination of this Agreement the obligations under Articles 8-13 of this Agreement shall remain in force.



7. Termination of this Agreement shall not affect the validity of the agreements (contracts), concluded under this Agreement during the period of its validity, and the fulfillment of the obligations of the agreements (contracts).

Done at Sochi on 24.10.2019 in duplicate each 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



<p><b>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida N° 75/01 ryo ku wa 27/07/2020 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma Yunze Ubumwe y'Uburusiya, ku bufatanye mu kubaka Ikigo cy'Ubumenyi n'Ikoranabuhanga mu bya Nikeleyeri ku butaka bwa Repubulika y'u Rwanda, yakorewe i Sochi, ku wa 24.10.2019</b></p>	<p><b>Seen to be annexed to Presidential Order N° 75/01 of 27/07/2020 ratifying the Agreement between the Government of the Republic of Rwanda and the Government of the Russian Federation, on cooperation in the construction of the Center of Nuclear Science and Technology on the territory of the Republic of Rwanda, done at Sochi, on 24.10.2019</b></p>	<p><b>Vu pour être annexé à l'Arrêté Présidentiel N° 75/01 du 27/07/2020 ratifiant l'Accord entre le Gouvernement de la République du Rwanda et le Gouvernement de la Fédération de Russie, sur la coopération dans la construction du Centre de la Science et la Technologie Nucléaires sur le territoire de la République du Rwanda, fait à Sochi, le 24.10.2019</b></p>
--	--	--

Kigali, 27/07/2020

(sé)

**KAGAME Paul**  
Perezida wa Repubulika  
President of the Republic  
Président de la République

(sé)

**Dr NGIRENTE Edouard**  
Minisitiri w'Intebe  
Prime Minister  
Premier Ministre

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**  
**Seen and sealed with the Seal of the Republic:**  
**Vu et scellé du Sceau de la République:**

(sé)

**BUSINGYE Johnston**  
Minisitiri w'Ubutabera akaba n'Intumwa Nkuru ya Leta  
Minister of Justice and Attorney General  
Ministre de la Justice et Garde des Sceaux