



Umwaka wa 60
Igazeti ya Leta n° Idasanzwe
yo ku wa 03/03/2021

Year 60
Official Gazette n° Special of
03/03/2021

60^{ème} Année
Journal Officiel n° Spécial du
03/03/2021

Ibirimo/Summary/Sommaire

page/urup.

A. Amategeko/Laws/Lois

N° 011/2021 ryo ku wa 02/03/2021

Itegeko ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi y'ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg, muri Luxembourg ku wa 23 Ukuboza 2020.4

N° 011/2021 of 02/03/2021

Law approving the ratification of the Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million Euros (EUR 80,000,000) for electricity access Rwanda project, signed in Kigali, Rwanda and in Luxembourg, Luxembourg on 23 December 2020.....4

N° 011/2021 du 02/03/2021

Loi approuvant la ratification de l'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-vingts millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali, au Rwanda et à Luxembourg, au Luxembourg le 23 décembre 2020.....4

N° 012/2021 ryo ku wa 02/03/2021

Itegeko ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukozi n'iterambere rusange, yashyiriweho umukono i Kigali mu Rwanda ku wa 17 Ukuboza 2020.....69

N° 012/2021 of 02/03/2021

Law approving the ratification of the Financing Agreement, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-

four million, one hundred thousand Euros (EUR 64,100,000) for the first programmatic human capital for inclusive growth development policy financing, signed in Kigali, Rwanda, on 17 December 2020.....69

N° 012/2021 du 02/03/2021

Loi approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda le 17 décembre 2020.....69

N° 013/2021 ryo ku wa 02/03/2021

Itegeko ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gishinzwe Iterambere ry'Ubumwe (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyiriweho umukono i Kigali mu Rwanda n'i Roma mu Butaliyani ku wa 10 Ukuboza 2020.....89

N° 013/2021 of 02/03/2021

Law approving the ratification of the Financing Agreement, between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for the Resilient and Inclusive Small livestock Markets Program (PRISM), signed in Kigali, Rwanda and in Rome, Italy on 10 December 2020.....89

N° 013/2021 du 02/03/2021

Loi approuvant la ratification de l'Accord de financement entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda et à Rome, en Italie le 10 décembre 2020.....89

B. Amateka ya Perezida/Presidential Orders/Arrêtés Présidentiels

N° 022/01 ryo ku wa 02/03/2021

Iteka rya Perezida ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi y'ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg, muri Luxembourg ku wa 23 Ukuboza 2020.111

N° 022/01 of 02/03/2021

Presidential Order ratifying the Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million Euros (EUR 80,000,000) for electricity access Rwanda project, signed in Kigali, Rwanda and in Luxembourg, Luxembourg on 23 December 2020.....111

N° 022/01 du 02/03/2021

Arrêté Présidentiel ratifiant l'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-vingts millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali, au Rwanda et à Luxembourg, au Luxembourg le 23 décembre 2020.....111

N° 023/01 ryo ku wa 02/03/2021

Iteka rya Perezida ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukozi n'iterambere rusange, yashyiriweho umukono i Kigali mu Rwanda ku wa 17 Ukuboza 2020.....176

N° 023/01 of 02/03/2021

Presidential Order ratifying the Financing Agreement, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-four million, one hundred thousand Euros (EUR 64,100,000) for the first programmatic human capital for inclusive growth development policy financing, signed in Kigali, Rwanda, on 17 December 2020.....176

N° 023/01 du 02/03/2021

Arrêté Présidentiel ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda le 17 décembre 2020.....176

N° 024/01 ryo ku wa 02/03/2021

Iteka rya Perezida ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gishinzwe Iterambere ry'Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyiriweho umukono i Kigali mu Rwanda n'i Roma mu Butaliyani ku wa 10 Ukuboza 2020.....197

N° 024/01 of 02/03/2021

Presidential Order ratifying the Financing Agreement, between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for the Resilient and Inclusive Small livestock Markets Program (PRISM), signed in Kigali, Rwanda and in Rome, Italy on 10 December 2020.....197

N° 024/01 du 02/03/2021

Arrêté Présidentiel ratifiant l'Accord de financement entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda et à Rome, en Italie le 10 décembre 2020.....197

<p>ITEGEKO N° 011/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UMURYANGO W'UBUMWE BW'UBURAYI Y'ISHORAMARI, YEREKERANYE N'INGUZANYO INANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO GUKWIRAKWIZA AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA N'I LUXEMBOURG, MURI LUXEMBOURG KU WA 23 UKUBOZA 2020</p>	<p>LAW N° 011/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCE CONTRACT BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ELECTRICITY ACCESS RWANDA PROJECT, SIGNED IN KIGALI, RWANDA AND IN LUXEMBOURG, LUXEMBOURG ON 23 DECEMBER 2020</p>	<p>LOI N° 011/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE EUROPÉENNE D'INVESTISSEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGTS MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI, AU RWANDA ET A LUXEMBOURG, AU LUXEMBOURG LE 23 DÉCEMBRE 2020</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p>	<p><u>Article One:</u> Approval for ratification</p>	<p><u>Article premier:</u> Approbation pour ratification</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa, n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 011/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UMURYANGO W'UBUMWE BW'UBURAYI Y'ISHORAMARI, YEREKERANYE N'INGUZANYO INANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO GUKWIRAKWIZA AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA N'I LUXEMBOURG, MURI LUXEMBOURG KU WA 23 UKUBOZA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p>	<p>LAW N° 011/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCE CONTRACT BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ELECTRICITY ACCESS RWANDA PROJECT, SIGNED IN KIGALI, RWANDA AND IN LUXEMBOURG, LUXEMBOURG ON 23 DECEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>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</p>	<p>LOI N° 011/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE EUROPÉENNE D'INVESTISSEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGTS MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI, AU RWANDA ET A LUXEMBOURG, AU LUXEMBOURG LE 23 DÉCEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>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</p>
---	--	---

<p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 22 Mutarama 2021;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi y'Ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg, muri Luxembourg ku wa 23 ukuboza 2020;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera Kwemeza burundu</p> <p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi</p>	<p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 22 January 2021;</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, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million Euros (EUR 80,000,000) for electricity access Rwanda project, signed in Kigali, Rwanda and in Luxembourg, Luxembourg on 23 December 2020;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million</p>	<p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 22 janvier 2021;</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, 93, 106, 120, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-vingts millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali, au Rwanda et à Luxembourg, au Luxembourg le 23 décembre 2020;</p> <p>ADOpte:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-</p>
--	--	--

<p>y'Ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg, muri Luxembourg ku wa 23 Ukuboza 2020, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>Euros (EUR 80,000,000) for electricity access Rwanda project, signed in Kigali, Rwanda and in Luxembourg, Luxembourg on 23 December 2020, in annex, is hereby approved for ratification.</p>	<p>vingts millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali, au Rwanda et à Luxembourg, au Luxembourg le 23 décembre 2020, en annexe, est approuvé pour ratification.</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3:</u> Commencement</p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3:</u> Entrée en vigueur</p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 02/03/2021

(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>UMUGEREKA W'ITEGEKO N° 011/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UMURYANGO W'UBUMWE BW'UBURAYI Y'ISHORAMARI, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO GUKWIRAKWIZA AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI N'I LUXEMBOURG, KU WA 23 UKUBOZA 2020</p>	<p>ANNEX TO LAW N° 011/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCE CONTRACT BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ELECTRICITY ACCESS RWANDA PROJECT, SIGNED AT KIGALI AND AT LUXEMBOURG, ON 23 DECEMBER 2020</p>	<p>ANNEXE À LA LOI N° 011/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE EUROPÉENNE D'INVESTISSEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGTS MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI ET À LUXEMBOURG, LE 23 DÉCEMBRE 2020</p>
--	---	--

Contract Number (FI N°) 01000

Operation Number (Serapis N°) 2020-0030

ELECTRICITY ACCESS RWANDA

Finance Contract

between the

Republic of Rwanda

and

European Investment Bank

Kigali, 23rd December 2020
Luxembourg, 23rd December 2020





WHEREAS:	6
INTERPRETATION AND DEFINITIONS	8
ARTICLE 1	15
1.1 AMOUNT OF CREDIT	15
1.2 DISBURSEMENT PROCEDURE	15
1.2.A TRANCHES	15
1.2.B DISBURSEMENT REQUEST	15
1.2.C DISBURSEMENT NOTICE	15
1.2.D DISBURSEMENT ACCOUNT	16
1.3 CURRENCY OF DISBURSEMENT	16
1.4 CONDITIONS OF DISBURSEMENT	16
1.4.A CONDITION PRECEDENT TO THE FIRST DISBURSEMENT REQUEST	16
1.4.B FIRST TRANCHE	16
1.4.C ALL TRANCHES	17
1.5 DEFERMENT OF DISBURSEMENT	19
1.5.A GROUNDS FOR DEFERMENT	19
1.5.B CANCELLATION OF A DISBURSEMENT DEFERRED BY 6 (SIX) MONTHS	19
1.6 CANCELLATION AND SUSPENSION	20
1.6.A BORROWER'S RIGHT TO CANCEL	20
1.6.B BANK'S RIGHT TO SUSPEND AND CANCEL	20
1.6.C INDEMNITY FOR SUSPENSION AND CANCELLATION OF A TRANCHE	20
1.7 CANCELLATION AFTER EXPIRY OF THE CREDIT	21
1.8 SUMS DUE UNDER ARTICLES 1.5 AND 1.6	21
ARTICLE 2	21
2.1 AMOUNT OF LOAN	21
2.2 CURRENCY OF REPAYMENT, INTEREST AND OTHER CHARGES	21
2.3 CONFIRMATION BY THE BANK	21
ARTICLE 3	21
3.1 RATE OF INTEREST	21
3.2 INTEREST RATE SUBSIDY	22
3.3 INTEREST ON OVERDUE SUMS	22
3.4 MARKET DISRUPTION EVENT	22
ARTICLE 4	23
4.1 NORMAL REPAYMENT	23
4.2 VOLUNTARY PREPAYMENT	23
4.2.A PREPAYMENT OPTION	23
4.2.B PREPAYMENT INDEMNITY	24
4.2.C PREPAYMENT MECHANICS	24
4.2.D ADMINISTRATIVE FEE	24
4.3 COMPULSORY PREPAYMENT	24
4.3.A PREPAYMENT EVENTS	24
4.3.B PREPAYMENT MECHANICS	26
4.3.C PREPAYMENT INDEMNITY	26



4.4	GENERAL	26
4.4.A	NO PREJUDICE TO ARTICLE 10	26
4.4.B	NO REBORROWING	26
ARTICLE 5		27
5.1	DAY COUNT CONVENTION	27
5.2	TIME AND PLACE OF PAYMENT	27
5.3	NO SET-OFF BY THE BORROWER	27
5.4	DISRUPTION TO PAYMENT SYSTEMS	27
5.5	APPLICATION OF SUMS RECEIVED	27
5.5.A	GENERAL	27
5.5.B	PARTIAL PAYMENTS	28
5.5.C	ALLOCATION OF SUMS RELATED TO TRANCHES	28
ARTICLE 6		28
A. PROJECT UNDERTAKINGS		28
6.1	USE OF LOAN AND AVAILABILITY OF OTHER FUNDS	28
6.2	COMPLETION OF PROJECT	28
6.3	INCREASED COST OF PROJECT	29
6.4	PROCUREMENT PROCEDURE	29
6.5	CONTINUING PROJECT UNDERTAKINGS	29
6.6	FINANCIAL VIABILITY OF THE PROMOTER	29
6.7	FINANCIAL SUSTAINABILITY OF THE ELECTRICITY SECTOR	29
B. GENERAL UNDERTAKINGS		30
6.8	DISPOSAL OF ASSETS	30
6.9	COMPLIANCE WITH LAWS	30
6.10	CHANGE IN BUSINESS	30
6.11	CHANGE IN CONSTITUTION	30
6.12	BOOKS AND RECORDS	30
6.13	INTEGRITY	30
6.14	GRANT AGREEMENT	31
6.15	PROJECT AGREEMENT	32
6.16	GENERAL REPRESENTATIONS AND WARRANTIES	32
ARTICLE 7		33
7.1	NEGATIVE PLEDGE	33
7.2	PARI PASSU RANKING	33
7.3	SECURITY	34
7.4	CLAUSES BY INCLUSION	34
ARTICLE 8		34
8.1	INFORMATION CONCERNING THE PROJECT	34
8.2	INFORMATION CONCERNING THE BORROWER AND THE PROMOTER	35
8.3	VISITS, RIGHT OF ACCESS AND INVESTIGATION	36
ARTICLE 9		37



9.1	TAXES, DUTIES AND FEES	37
9.2	OTHER CHARGES	37
9.3	INCREASED COSTS, INDEMNITY AND SET-OFF	37
ARTICLE 10	.....	38
10.1	RIGHT TO DEMAND REPAYMENT	38
10.1.A	IMMEDIATE DEMAND	38
10.1.B	DEMAND AFTER NOTICE TO REMEDY	39
10.2	OTHER RIGHTS AT LAW	39
10.3	INDEMNITY	39
10.4	NON-WAIVER	39
ARTICLE 11	.....	40
11.1	GOVERNING LAW	40
11.2	JURISDICTION	40
11.3	PLACE OF PERFORMANCE	40
11.4	EVIDENCE OF SUMS DUE	40
11.5	ENTIRE AGREEMENT	40
11.6	INVALIDITY	40
11.7	AMENDMENTS	40
11.8	COUNTERPARTS	40
ARTICLE 12	.....	41
12.1	NOTICES	41
12.1.A	FORM OF NOTICE	41
12.1.B	ADDRESSES	41
12.1.C	NOTIFICATION OF COMMUNICATION DETAILS	42
12.2	ENGLISH LANGUAGE	42
12.3	RECITALS AND SCHEDULES	42
SCHEDULE A	.....	44
PROJECT SPECIFICATION AND REPORTING	.....	44
SCHEDULE B	.....	54
DEFINITION OF EURIBOR	.....	54
SCHEDULE C	.....	55
FORM OF DISBURSEMENT REQUEST (ARTICLE 1.2.B)	.....	55
SCHEDULE D	.....	57
FORM OF CERTIFICATE FROM BORROWER (ARTICLE 1.4.C)	.....	57



THIS CONTRACT IS MADE BETWEEN:

The Republic of Rwanda, acting through its Ministry of Finance and Economic Planning, represented by its Minister Dr. Uzziel Ndagijimana,

(the "Borrower")

of the first part, and

The European Investment Bank having its seat at 100 boulevard Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by Mr. Diederick Zambon, Head of Division, Africa - Public Sector and Mr. Roger Stuart, Head of Division, Legal Department,

(the "Bank")

of the second part.

**WHEREAS:**

- (a) The Borrower has stated that it is undertaking an investment programme of electricity distribution schemes in Rwanda consisting of investments in new low and medium voltage networks to increase electricity access (approx. 190,000 new connections) and investments for the rehabilitation and upgrade of distribution networks to increase capacity, improve grid reliability and enhance operational efficiency, as more particularly described in the technical description (the "Technical Description") set out in Schedule A.1 (the "Project"). The Project shall be implemented by the Energy Development Corporation Limited (the "Promoter") to which the Borrower will channel the funds of the Loan as a grant through a grant agreement (the "Grant Agreement").

- (b) The total cost of the Project, as estimated by the Bank, is EUR 256,000,000 (two hundred fifty-six million euros) and the Borrower has stated that it intends to finance the Project as follows:

Source	Amount (EUR m)
Credit from the Bank	100
Loan from the African Development Bank	156
TOTAL	256

- (c) In order to fulfil the financing plan set out in Recital (b), the Borrower has requested from the Bank a credit of EUR 100,000,000 (hundred million euros) to be extended from the Investment Facility resources and pursuant to the Partnership Agreement between the members of the African, Caribbean and Pacific (ACP) Group of States (the "ACP States"), on the one hand, and the European Union and its Member States, on the other hand, signed in Cotonou, Benin, on 23 June 2000, as amended from time to time (the "Cotonou Agreement").
- (d) The Bank considering that the financing of the Project falls within the scope of its functions and is consistent with the objectives of the Cotonou Agreement, and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower's request providing to it a credit in an amount of EUR 80,000,000 (eighty million euros) under this Finance Contract (the "Contract") and from the Bank's own resources under the Cotonou Agreement and benefiting from the Investment Facility Guarantee (as defined below); provided that the amount of the Bank loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (b). The Bank is prepared to finance an additional EUR 20,000,000 (twenty million euros) following the signature of this Contract.
- (e) By a letter dated 26 October 2020, the government of the Republic of Rwanda consented to the granting of the loan for the purposes of the Cotonou Agreement and accordingly the undertaking of the Republic of Rwanda in Article 8 of Annex II to the Cotonou Agreement with regard to exchange control and tax exemptions apply to the credit.
- (f) The Borrower has authorised the borrowing of the sum of EUR 80,000,000 (eighty million euros) represented by this credit on the terms and conditions set out in this Contract.
- (g) The Borrower, the Promoter and the Bank shall enter into a project agreement (the "Project Agreement") containing certain undertakings from the Promoter in relation to the implementation and operation of the Project and related matters.
- (h) The financing of the Project includes an interest rate subsidy to be provided from the subsidy envelope of the Cotonou Agreement (the "Subsidy") in accordance with Article 3.1 of the Contract.
- (i) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant policies of the European Union.
- (j) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the Bank's group towards its stakeholders and the citizens of the European Union in general.



- (k) The processing of personal data shall be carried out by the Bank in accordance with applicable EU Law on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data.
- (l) The Bank supports the implementation of international and EU standards in the field of anti-money laundering and countering the financing of terrorism and promotes tax good governance standards. It has established policies and procedures to avoid the risk of misuse of its funds for purposes which are illegal or abusive in relation to applicable laws. The EIB Group statement on tax fraud, tax evasion, tax avoidance, aggressive tax planning, money laundering and financing of terrorism is available on the Bank's website and offers further guidance to EIB contracting counterparties¹.

¹ <http://www.eib.org/about/compliance/tax-good-governance/index.htm?f=search&media=search>



NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract:

- (a) references to Articles, Recitals, Schedules and Annexes are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;
- (b) references to "law" or "laws" mean:
 - (i) any applicable law and any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law; and
 - (ii) EU Law;
- (c) references to "applicable law", "applicable laws" or "applicable jurisdiction" mean:
 - (i) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Contract), its capacity and/or assets and/or the Project; and/or, as applicable
 - (ii) a law or jurisdiction (including in each case the Bank's Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
- (d) references to a provision of law or a treaty are references to that provision as amended or re-enacted;
- (e) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated; and
- (f) words and expressions in plural shall include singular and vice versa.

Definitions

In this Contract:

"ACP States" has the meaning given to it in Recital (c).

"AfDB" means African Development Bank.

"AfDB Loan" means the credit of EUR 156,000,000 (one hundred fifty-six million euros) to be made available from AfDB to the Borrower in relation to the Project.

"Agreed Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(2)(b) .

"Authorisation" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Authorised Signatory" means a person authorised to sign individually or jointly (as the case may be) Disbursement Requests on behalf of the Borrower and named in the most recent List of Authorised Signatories and Accounts received by the Bank prior to the receipt of the relevant Disbursement Request.

"Business Day" means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

"Change-of-Control Event" has the meaning given to it in Article 4.3.A(3).

"Change-of-Law Event" has the meaning given to it in Article 4.3.A(4).

"Contract" has the meaning given to it in Recital (d).

"Contract Number" shall mean the Bank generated number identifying this Contract and indicated on the cover page of this Contract after the letters "FI N°".

"Cotonou Agreement" has the meaning given to it in Recital (c).



"Credit" has the meaning given to it in Article 1.1.

"Deferment Indemnity" means a fee calculated on the amount of disbursement deferred or suspended being the higher of:

- (a) 0.125% (12.5 basis points), per annum; and
- (b) the percentage rate by which:
 - (i) the applicable Fixed Rate net of the Margin that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
 - (ii) EURIBOR (one month rate) less 0.125% (12.5 basis points), unless this value is less than zero in which case it will be set at zero.

Such fee shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

"Disbursement Account" means, in respect of each Tranche, the bank account set out in the most recent List of Authorised Signatories and Accounts.

"Disbursement Date" means the date on which disbursement of a Tranche is made by the Bank.

"Disbursement Notice" means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.2.C.

"Disbursement Request" means a notice substantially in the form set out in Schedule C.

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that party from:
 - (i) performing its payment obligations under this Contract; or
 - (ii) communicating with other parties,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the party whose operations are disrupted.

"EIB Statement of Environmental and Social Principles and Standards" means the statement published on EIB's website http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf, as amended and supplemented from time to time or on any successor page, that outlines the standards that the Bank requires of the projects that it finances and the responsibilities of the various parties.

"Eligible Expenditure" means any expenditure (net of taxes) incurred or contractually committed, by the Borrower and/or the Promoter in respect of works, goods and services in respect of items specified in the Technical Description as eligible for financing under the Credit and for which contracts have been awarded on terms satisfactory to the Bank having regard to the Bank's Guide to Procurement.

"Environment" means the following, in so far as they affect human health or social well-being:

- (a) fauna and flora;
- (b) soil, water, air, climate and the landscape; and
- (c) cultural heritage and the built environment,

and includes, without limitation, occupational and community health and safety.

"Environmental and Social Documents" means:

- (a) the Environmental and Social Management Framework,
- (b) the Resettlement Policy Framework,
- (c) the Environmental and Social Impact Assessment Study(ies),



- (d) the Resettlement Action Plan(s),
- (e) the Gender Action Plan,
- (f) the Stakeholders Engagement Plan,
- (g) the Environmental and Social Management Plan, and/or
- (h) the authorisations issued by way of decision letter(s) of the Rwanda Development Board in relation to the components of the Project requiring an Environmental and Social Impact Assessment Study.

"Environmental and Social Impact Assessment Study" means a study as an outcome of the environmental and social impact assessment identifying and assessing the potential environmental and social impacts associated with the Project and recommending measures to avoid, minimise and/or remedy any impacts. Each study is subject to public consultation with direct and indirect project stakeholders.

"Environmental and Social Management Framework" means a plan which forms part of the environmental and social assessment and sets out the measures required to maximise the benefits of the project, avoid, minimise, mitigate and offset (in the case of environment) or remedy (in the case of social impacts) any adverse environmental and social impacts, together with budget and cost estimates, sources of funding, and adequate institutional, monitoring reporting and accountability arrangements capable of ensuring proper implementation of, and regular feedback on compliance with the environmental and social management/action plan.

"Environmental and Social Standards" means:

- (a) Environmental Laws and Social Laws applicable to the Project, and/or the Borrower, and/or the Promoter;
- (b) the EIB Statement of Environmental and Social Principles and Standards; and
- (c) the Environmental and Social Documents.

"Environmental and Social Management Plan" or "ESMP" means the document, in form and substance satisfactory to the Bank, which describes the mitigation of environmental and social impacts and risks arising in the context of the Project that have been identified in the Environmental and Social Impact Assessment Study.

"Environmental Law" means:

- (a) EU Law, including principles and standards;
- (b) the laws and regulations of the Republic of Rwanda; and
- (c) international treaties and conventions signed, ratified or otherwise applicable and binding on the Republic of Rwanda;

in each case of which a principal objective is the preservation, protection or improvement of the Environment.

"Environmental or Social Approval" means any permit, license, authorisation, consent or other approval required by an Environmental Law or a Social Law in connection with the construction or operation of the Project.

"Environmental or Social Claim" means any claim, proceeding, formal notice or investigation by any person in respect of the Environmental or Social Matters affecting the Project including any breach or alleged breach of any Environmental and Social Standard.

"EU Law" means the *acquis communautaire* of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, and the case law of the Court of Justice of the European Union.

"EUR" or "euro" means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"EURIBOR" has the meaning given to it in Schedule B.

"Event of Default" means any of the circumstances, events or occurrences specified in Article 10.1.



"External Debt Instrument" has the meaning given to it in Article 7.2.

"Final Availability Date" means the date falling 60 (sixty) months after the signature of this Contract.

"Financing of Terrorism" means the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the EU Council Framework Decision 2002/475/JHA of 13th June 2002 on combating terrorism.

"Fixed Rate" means an annual interest rate including the Margin determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest. Such rate shall not be of negative value.

"GAAP" means generally accepted accounting principles in the Republic of Rwanda, including IFRS.

"Gender Action Plan" means a plan for promoting gender equality through the project by defining specific activities, milestones, and performance indicators and establishing a monitoring and evaluation framework.

"Grant Agreement" has the meaning given to it in Recital (a).

"Guide to Procurement" means the guide to procurement published on the Bank's website, as amended from time to time, that informs the promoters of projects financed in whole or in part by the Bank of the arrangements to be made for procuring works, goods and services required for the Project.

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"ILO" means the International Labour Organisation.

"ILO Standards" means any treaty, convention or covenant of the ILO signed and ratified or otherwise applicable and binding on the Republic of Rwanda, and the Core Labour Conventions (as defined in the ILO Declaration on Fundamental Principles and Rights at Work).

"Indemnifiable Prepayment Event" means a Prepayment Event other than those specified in paragraphs 4.3.A(2) (Pari Passu to Non-EIB Financing) or 4.3.A(5) (Illegality).

"Investment Facility Guarantee" means the Guarantee signed between the Bank and the Investment Facility on 5 October 2018 in respect of loans made available by the Bank from its own resources for public sector projects in the ACP States.

"List of Authorised Signatories and Accounts" means a list, in form and substance satisfactory to the Bank, setting out:

- (a) the Authorised Signatories, accompanied by evidence of signing authority of the persons named on the list and specifying if they have individual or joint signing authority;
- (b) the specimen signatures of such persons; and
- (c) the bank account(s) to which disbursements may be made under this Contract (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary.

"Loan" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract.

"Loan Outstanding" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract that remains outstanding.

"Margin" means 50 (fifty) basis points (50%).

"Market Disruption Event" means any of the following circumstances:

- (a) there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank's access to its sources of funding;
- (b) in the opinion of the Bank, funds are not available from the Bank's ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche; or



"Material Adverse Change" means, in relation to the Borrower or the Promoter, any event or change of condition affecting the Borrower, which, in the opinion of the Bank:

- (a) materially impairs the ability of the Borrower to perform its obligations under this Contract or the Promoter to perform its obligations under the Project Agreement; or
- (b) materially impairs the financial condition or prospects of the Borrower or the Promoter.

"Maturity Date" means the last Repayment Date of a Tranche specified pursuant to Article 4.1(b)(iii).

"Money Laundering" means:

- (a) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;
- (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;
- (c) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity; or
- (d) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.

"Non-EIB Financing" has the meaning given to it in Article 4.3.A(2).

"Notified Tranche" means a Tranche in respect of which the Bank has issued a Disbursement Notice.

"Payment Date" means 15 June and 15 December each year until and including the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means the following Relevant Business Day, without adjustment to the interest due under Article 3.1.

"Prepayment Amount" means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.2.A or Article 4.3.A, as applicable.

"Prepayment Date" means the date, which shall be a Payment Date, on which the Borrower proposes to, or is requested by the Bank (as applicable) to, effect prepayment of a Prepayment Amount.

"Prepayment Event" means any of the events described in Article 4.3.A.

"Prepayment Indemnity" means in respect of any principal amount to be prepaid or cancelled, the amount communicated by the Bank to the Borrower as the present value (calculated as of the Prepayment Date or the date of cancellation pursuant to Article 1.6.C(2)) of the excess, if any, of:

- (a) the applicable Fixed Rate of the Margin that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date, or the date of cancellation pursuant to Article 1.6.C(2), to the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date.

"Prepayment Notice" means a written notice from the Bank to the Borrower in accordance with Article 4.2.C.

"Prepayment Request" means a written request from the Borrower to the Bank to prepay all or part of the Loan Outstanding, in accordance with Article 4.2.A.

"Prohibited Conduct" means any Financing of Terrorism, Money Laundering or Prohibited Practice.

"Prohibited Practice" means any:

- (a) Coercive Practice, meaning the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;
- (b) Collusive Practice, meaning an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;



- (c) **Corrupt Practice**, meaning the offering, giving, receiving or soliciting, directly or indirectly, of anything of value by a party to influence improperly the actions of another party;
- (d) **Fraudulent Practice**, meaning any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial (including, for the avoidance of taxation related) or other benefit or to avoid an obligation;
- (e) **Obstructive Practice**, meaning in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice in connection with the Loan or the Project, (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intending to materially impede the exercise of the contractual rights of audit or access to information; or
- (f) **Tax Crime**, meaning all offences, including tax crimes relating to direct taxes and indirect taxes and as defined in the national law of the Republic of Rwanda, which are punishable by deprivation of liberty or a detention order for a maximum of more than one year.

"Project" has the meaning given to it in Recital (a).

"Project Agreement" has the meaning given to it in Recital (g).

"Project Implementation Unit" or "PIU" means a subunit of the Promoter organization staffed by the Promoter and in charge of the daily activities necessary to implement the Project.

"Promoter" means Energy Development Corporation Limited, a company limited by shares, incorporated under the laws of Rwanda, fully owned by the Borrower, registered since 1 August 2014 with Rwanda Development Board (Office of the Register General) under number 103370539 and having its registered office at KN 5rd, Gasabo District, Kigali City, P.O. Box 537, Rwanda

"Redeployment Rate" means the fixed annual rate excluding the Margin determined by the Bank, being a rate which the Bank would apply on the day of the indemnity calculation to a loan that has the same currency, the same terms for the payment of interest and the same repayment profile to the Maturity Date as the Tranche in respect of which a prepayment or cancellation is proposed or requested to be made. Such rate shall not be of negative value.

"Relevant Business Day" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) is open for the settlement of payments in EUR².

"Repayment Date" shall mean each of the Payment Dates specified for the repayment of the principal of a Tranche in the Disbursement Notice, in accordance with the criteria set out in Article 4.1.

"Requested Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(1)(a)(ii).

"Resettlement Action Plan(s)" or "RAP" means the final resettlement action plan(s) to be adopted by the Promoter and satisfactory to the Bank. For the avoidance of doubt this shall include a grievance mechanism for the people affected by the Project and livelihood restoration.

"Resettlement Policy Framework" means a document that outlines the general principles of resettlement that will be applied for the elaboration of the Resettlement Action Plan(s) in relation to the Project.

"Sanctioned Persons" means any individual or entity listed in one or more Sanction Lists.

"Sanction Lists" means:

- (a) any economic, financial and trade restrictive measures and arms embargoes issued by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU website: https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions_en, as amended and supplemented from time to time or on any successor page; or

² On 14 December 2000, the Governing Council of the European Central Bank (ECB) has decided that, from 2002 until further notice, the Trans-European Automated Real-time Gross settlement Express Transfer 2 (TARGET 2) system will be closed, in addition to Saturdays and Sundays, on the following days: New Year's Day, Good Friday and Easter Monday, 1 May, Christmas Day and 26 December.



- (b) any economic, financial and trade restrictive measures and arms embargoes issued by the United Nations Security Council pursuant to Article 41 of the UN Charter as available in the official UN website: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>, as amended and supplemented from time to time or on any successor page.

"Scheduled Disbursement Date" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C.

"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Social Law" means each of:

- (a) any law, rule or regulation applicable in the Republic of Rwanda relating to Social Matters;
- (b) any ILO Standards;
- (c) any United Nations treaty, convention or covenant on human rights signed and ratified by or otherwise applicable and binding on the Republic of Rwanda.

"Social Matters" means all, or any of, the following:

- (a) labour and employment rights and conditions;
- (b) occupational health and safety;
- (c) protection and empowerment of rights and interests of indigenous peoples, ethnic minorities and vulnerable groups;
- (d) cultural heritage (tangible and intangible);
- (e) public health, safety and security;
- (f) involuntary physical resettlement and/or economic displacement and loss of livelihood of persons; and
- (g) public participation and stakeholder engagement.

"Stakeholders Engagement Plan" or "SEP" means the plan to be implemented by the Promoter, including clear commitments on public consultation and disclosure of information, as well as an appropriate grievance mechanism applicable to the Project as a whole, satisfactory to the Bank.

"Subsidy" has the meaning given to it in Recital (h).

"Subsidised Interest Rate" has the meaning given to it in Article 3.1.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Technical Description" has the meaning given to it in Recital (a).

"Tranche" means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.2.B.

"Works Supervision Consultant" means the consultant tasked to assist the Promoter (a) to review, update and finalize the design and specifications prepared by the contractors (b) in contracts negotiations and contract drafting (c) to prepare a detailed project implementation schedule (d) supervise implementation monitoring including approval of the contractors detailed design proposals and as-built drawings as well supervision of works and commissioning (e) general administration (f) in environmental and social monitoring to ensure compliance with the Environmental and Social Documents and (g) to the preparation of the Project completion report.

"Works" means the construction and the rehabilitation of electricity distribution assets as defined in the Technical Description excluding the contracts for goods.



ARTICLE 1

Credit and Disbursements

1.1 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount of EUR 80,000,000 (eighty million euros) for the financing of the Project (the "Credit").

1.2 Disbursement procedure

1.2.A Tranches

- (a) The Bank shall disburse the Credit in up to 10 (ten) Tranches.
- (b) The amount of the first Tranche if such Tranche is intended to finance the Works Supervision Consultant only, shall be in a minimum amount of EUR 500,000 (five hundred thousand euros).
- (c) The amount of each Tranche, other than the Tranche mentioned in paragraph (b) above, shall be in a minimum amount of EUR 3,000,000 (three million euros) or (if less) the entire undrawn balance of the Credit.

1.2.B Disbursement Request

- (a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, such Disbursement Request to be received at the latest 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in Schedule C and shall specify:
 - (i) the amount of the Tranche in EUR;
 - (ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and, in any event, on or before the Final Availability Date. It being understood that notwithstanding the Final Availability Date the Bank may set the disbursement date for the Tranche at a date falling up to 4 (four) calendar months from the date of the Disbursement Request;
 - (iii) the terms for repayment of principal for the Tranche, in accordance with Article 4.1;
 - (iv) the preferred first and last dates for repayment of principal for the Tranche; and
 - (v) the Disbursement Account to which the disbursement of the Tranche should be made in accordance with Article 1.2.D.
- (b) Each Disbursement Request shall be signed by an Authorised Signatory with individual representation right or two or more Authorised Signatories with joint representation right.
- (c) Subject to Article 1.2.C(b), each Disbursement Request is irrevocable.

1.2.C Disbursement Notice

- (a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to Article 1.2, deliver to the Borrower a Disbursement Notice which shall specify:
 - (i) the amount of the Tranche in EUR;
 - (ii) the Subsidised Interest Rate;
 - (iii) the Scheduled Disbursement Date;
 - (iv) the Payment Dates and the first interest Payment Date for the Tranche;



- (v) the terms for repayment of principal for the Tranche, in accordance with the provisions of Article 4.1;
 - (vi) the Repayment Dates and the first and the last Repayment Date for the Tranche;
 - (vii) the Fixed Rate applicable to the Tranche until the Maturity Date.
- (b) If one or more of the elements specified in the Disbursement Notice does not reflect the corresponding element, if any, in the Disbursement Request, the Borrower may following receipt of the Disbursement Notice revoke the Disbursement Request by written notice to the Bank to be received no later than 12h00 noon in Luxembourg time on the next business day when the Bank is open and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Borrower has not revoked in writing the Disbursement Request within such period, the Borrower will be deemed to have accepted all elements specified in the Disbursement Notice.

1.2.D Disbursement Account

Disbursement shall be made to the Disbursement Account specified in the relevant Disbursement Request, provided that such Disbursement Account is acceptable to the Bank.

Notwithstanding Article 5.2(e), the Borrower acknowledges that payments to a Disbursement Account notified by the Borrower shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one Disbursement Account may be specified for each Tranche.

1.3 Currency of disbursement

The Bank shall disburse each Tranche in EUR.

1.4 Conditions of disbursement

1.4.A Condition precedent to the first Disbursement Request

The Bank shall have received from the Borrower in form and substance satisfactory to the Bank:

- (a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing this Contract on behalf of the Borrower is/are duly authorised to do so together with the specimen signature of each such person or persons; and
- (b) the List of Authorised Signatories and Accounts,

prior to a presentation of a Disbursement Request by the Borrower. Any Disbursement Request made by the Borrower without the above documents having been received by the Bank and to its satisfaction shall be deemed not made.

1.4.B First Tranche

The disbursement of the first Tranche under Article 1.2 is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 15 (fifteen) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively), of the following documents or evidence:

- (a) evidence that the Borrower and/or the Promoter have obtained all necessary Authorisations, required in connection with this Contract, the Project Agreement and the Project;
- (b) a certified copy of the executed Grant Agreement, the terms of which have been pre-approved by the Bank and which shall include provisions for the timeous transfer of disbursements under the Loan from the Borrower to the Promoter;



- (c) an original of the Project Agreement, duly executed by the Borrower and the Promoter, together with evidence that the execution of the Project Agreement by the Borrower and the Promoter has been duly authorised and that the person or persons signing the Project Agreement on behalf of the Borrower and Promoter is/are duly authorised to do so, together with the specimen signature of each such person or persons;
- (d) evidence that the AfDB Loan has been approved by AfDB;
- (e) a legal opinion from the Attorney General on the due execution of this Contract by the Borrower and the authority and capacity of the Borrower to enter into this Contract and to execute its obligations thereunder;
- (f) evidence that all action necessary to exempt from taxation all payments of principal, interest and other sums due hereunder and to permit the payment of all such sums gross without deduction of tax at source have been taken;
- (g) evidence that any necessary exchange control consents have been obtained to permit receipt of disbursements hereunder, repayment of the same and payment of interest and all other amounts due hereunder; such consents must extend to the opening and maintenance of the accounts to which disbursements of the Credit is directed;
- (h) evidence that a Project Implementation Unit within the Promoter has been created and staffed to the satisfaction of the Bank; and
- (i) submission to the Bank of a procurement and implementation plan for the capital investment program of the Project to the satisfaction of the Bank.

1.4.C All Tranches

The disbursement of each Tranche under Article 1.2, including the first, is subject to the following conditions:

- (a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 15 (fifteen) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:
 - (i) a certificate from the Borrower in the form of Schedule D signed by an authorised representative of the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);
 - (ii) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, this Contract or the legality, validity, binding effect or enforceability of the same;
 - (iii) if the Tranche is intended to finance the Works Supervision Consultant and to the extent that such documents or evidence have not already been delivered to the Bank in respect of a previous Disbursement, submission of a certified copy of the employment contract of the Works Supervision Consultant recruited by the Promoter in relation to, and for the whole duration of, the Project;
 - (iv) if the Tranche is intended to finance the Works and to the extent that such documents or evidence have not already been delivered to the Bank in respect of a previous Disbursement:
 - (1) the certified copy of the employment contract of the Works Supervision Consultant mentioned in paragraph (iii) above;
 - (2) a copy of each of the Environmental and Social Documents; and
 - (3) evidence of the approval and adoption of a tariff methodology ensuring the financial sustainability of the electricity sector,



- (v) evidence demonstrating that, following drawdown of the relevant Tranche, the amount of the Loan will not exceed the aggregate Eligible Expenditure up to the date of the relevant Disbursement Request;
 - (vi) except for the first Tranche, evidence that the Borrower has transferred all previous disbursements to the Promoter for the purpose of paying the Eligible Expenditure;
 - (vii) evidence that the Promoter will, within 180 (one hundred eighty) days following the Disbursement Date concerned, pay the Eligible Expenditures in an amount equivalent to the amount of the Tranche concerned;
 - (viii) certified copies of contracts for the provision of goods, services and works related to Eligible Expenditures referred to in paragraph 1.4.C(a)(vii) above;
 - (ix) except for the first Tranche, evidence satisfactory to the Bank that 80% (eighty per cent) of the immediately preceding Tranche, and 100% (one hundred per cent) of all previous Tranches, have been fully and properly applied as set out in this Contract;
 - (x) a certified copy of the updated procurement and implementation plan to the satisfaction of the Bank, from second disbursement onwards;
 - (xi) in respect of a Tranche for the financing of the Works, submission of Resettlement Action Plan(s) (if applicable) and appropriate Environmental and Social Documents (if applicable) relating to the subcomponent financed by the relevant Tranche, to the Bank's satisfaction or evidence that the eligible expenses do not include the construction of assets for which the Resettlement Action Plan(s) and appropriate Environmental and Social Documents are not yet available;
 - (xii) Authorisations issued by the competent authority, for the subcomponents requiring an Environmental and Social Impact Assessment;
 - (xiii) evidence of the implementation of the Environmental and Social Management Framework, the Resettlement Action Framework, the Resettlement Action Plan(s) and the Environmental and Social Management Plan(s) to the Bank's satisfaction, when relevant;
 - (xiv) evidence that conditions related to labour rights, working conditions, including security arrangements, and workers' accommodation in line with Environmental and Social Standards have been integrated in the bidding documents and in the contracts for the implementation of the Project.
 - (xv) geographic information systems (GIS) maps of the assets constructed since the Disbursement Date of the previous Tranche; and
 - (xvi) update on the Project status as set out in the Technical Description.
- (b) that on the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, on the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche:
- (i) the representations and warranties which are repeated pursuant to Article 6.13 are correct in all respects; and
 - (ii) no event or circumstance which constitutes or would with the passage of time or giving of notice under this Contract constitute:
 - (1) an Event of Default; or
 - (2) a Prepayment Event,
 has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche.



- (iii) the Investment Facility Guarantee (or any instrument replacing it to the satisfaction of the Bank) is valid, of full force and effect and enforceable against the signatory parties and no event or circumstance has occurred which would, in the reasonable opinion of the Bank, adversely affect the validity, applicability or enforceability of the Investment Facility Guarantee or the Bank's right to demand payment under the Investment Facility Guarantee.

1.5 Deferment of disbursement

1.5.A Grounds for deferment

1.5.A(1) BORROWER'S REQUEST

- (a) The Borrower may send a written request to the Bank requesting the deferral of the disbursement of a Notified Tranche. The written request must be received by the Bank at least 15 (fifteen) Business Days before the Scheduled Disbursement Date of the Notified Tranche and specify:
 - (i) whether the Borrower would like to defer the disbursement in whole or in part, and if in part, the amount to be deferred; and
 - (ii) the date until which the Borrower would like to defer a disbursement of the above amount (the "Requested Deferred Disbursement Date"), which must be a date falling not later than:
 - (1) 6 (six) months from its Scheduled Disbursement Date;
 - (2) 30 (thirty) days prior to the first Repayment Date; and
 - (3) the Final Availability Date.
- (b) Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

1.5.A(2) FAILURE TO SATISFY CONDITIONS TO DISBURSEMENT

- (a) The disbursement of a Notified Tranche shall be deferred if any condition for disbursement of such Notified Tranche referred to in Article 1.4 is not fulfilled both:
 - (i) at the date specified for fulfilment of such condition in Article 1.4; and
 - (ii) at its Scheduled Disbursement Date (or, where the Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).
- (b) The Bank and the Borrower shall agree the date until which the disbursement of such Notified Tranche shall be deferred (the "Agreed Deferred Disbursement Date"), which must be a date falling:
 - (i) not earlier than 15 (fifteen) Business Days following the fulfilment of all conditions of disbursement; and
 - (ii) not later than the Final Availability Date.
- (c) Without prejudice to the Bank's right to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.8.B, the Bank shall defer disbursement of such Notified Tranche until the Agreed Deferred Disbursement Date.

1.5.A(3) DEFERMENT INDEMNITY

If disbursement of a Notified Tranche is deferred pursuant to paragraphs 1.5.A(1) or 1.5.A(2) above, the Borrower shall pay the Deferment Indemnity.

1.5.B Cancellation of a disbursement deferred by 6 (six) months

If a disbursement has been deferred by more than 6 (six) months in aggregate pursuant to Article 1.5.A, the Bank may notify the Borrower in writing that such disbursement shall be cancelled and such cancellation shall take effect on the date of such written notification. The amount of the disbursement which is cancelled by the Bank pursuant to this Article 1.5.B shall remain available for disbursement under Article 1.2.



1.6 Cancellation and suspension

1.6.A Borrower's right to cancel

- (a) The Borrower may send a written notice to the Bank requesting the cancellation of the undisbursed portion of the Credit. The written notice:
 - (i) must specify whether the Borrower would like to cancel the undisbursed portion of the Credit in whole or in part and, if in part, the amount of the Credit the Borrower would like to cancel; and
 - (ii) must not relate to:
 - (1) a Notified Tranche which has a Scheduled Disbursement Date falling within 15 (fifteen) Business Days of the date of the written notice; or
 - (2) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.
- (b) Upon receipt of such written notice, the Bank shall cancel the requested undisbursed portion of the Credit with immediate effect.

1.6.B Bank's right to suspend and cancel

- (a) At any time upon the occurrence of the following events, the Bank may notify the Borrower in writing that the undisbursed portion of the Credit shall be suspended and/or cancelled in whole or in part:
 - (i) a Prepayment Event;
 - (ii) an Event of Default;
 - (iii) an event or circumstance which would with the passage of time or giving of notice under this Contract constitute a Prepayment Event or an Event of Default;
 - (iv) an event or circumstance has arisen which would, in the reasonable opinion of the Bank, have an adverse effect on the validity, applicability or enforceability of the Investment Facility Guarantee or the right of the Bank to make a claim for payment under the Investment Facility Guarantee;
 - (v) if the Republic of Rwanda is no longer an eligible country for operations under the Cotonou Agreement;
 - (vi) a Material Adverse Change; or
 - (vii) if, acting reasonably, it is not satisfied that the warranties and undertakings given by the Borrower in Article 6 and Article 8 have been complied with.
- (b) On the date of such written notification the relevant undisbursed portion of the Credit shall be suspended and/or cancelled with immediate effect. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.6.C Indemnity for suspension and cancellation of a Tranche

1.6.C(1) SUSPENSION

If the Bank suspends a Notified Tranche upon the occurrence of an Indemnifiable Prepayment Event or an Event of Default, the Borrower shall pay to the Bank the Deferral Indemnity calculated on the amount of disbursement suspended.

1.6.C(2) CANCELLATION

- (a) If a Notified Tranche is cancelled:
 - (i) by the Borrower pursuant to Article 1.6.A; or
 - (ii) by the Bank upon an Indemnifiable Prepayment Event or pursuant to Article 1.5.B,



the Borrower shall pay to the Bank the Prepayment Indemnity. The Prepayment Indemnity shall be calculated as if the cancelled amount had been disbursed and repaid on the Scheduled Disbursement Date or, to the extent that the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice.

- (b) If the Bank cancels a Notified Tranche upon the occurrence of an Event of Default, the Borrower shall indemnify the Bank in accordance with Article 10.3.
- (c) Save in the cases (a) or (b) above, no indemnity is payable upon cancellation of a Tranche.

1.7 Cancellation after expiry of the Credit

On the day following the Final Availability Date, and unless otherwise specifically agreed to in writing by the Bank, any part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.2.B shall be automatically cancelled, without any notice being served by the Bank to the Borrower and without liability arising on the part of either party.

1.8 Sums due under Articles 1.5 and 1.6

Sums due under Articles 1.5, and 1.6 shall be payable in EUR. Sums due under Articles 1.5 and 1.6 shall be payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's demand.

ARTICLE 2

The Loan

2.1 Amount of Loan

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.3.

2.2 Currency of repayment, interest and other charges

Interest, repayments and other charges payable in respect of each Tranche shall be made by the Borrower in the currency in EUR.

Other payment, if any, shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

2.3 Confirmation by the Bank

The Bank shall deliver to the Borrower the amortisation table referred to in Article 4.1, if appropriate, showing the Disbursement Date, currency, the amount disbursed, the repayment terms and the interest rate of and for that Tranche.

ARTICLE 3

Interest

3.1 Rate of interest

Interest shall accrue on the outstanding principal amount of each Tranche at the Subsidised Interest Rate (as defined below).



The Borrower shall pay interest on the outstanding balance of each Tranche at the Subsidised Interest Rate semi-annually in arrear on the relevant Payment Dates as specified in the Disbursement Notice, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

"Subsidised Interest Rate" means an annual rate of interest equal to 1.40% (one hundred forty basis points) representing the Fixed Rate less the Subsidy.

Interest shall be calculated on the basis of Article 5.1.

3.2 Interest Rate Subsidy

The interest payable by the Borrower to the Bank shall benefit from the Subsidised Interest Rate. It is a condition of the availability of the Subsidised Interest Rate that the Borrower fulfils the conditions set out in Article 1.4.

The Bank may at any time suspend or cancel the application of the Subsidy upon the occurrence of any Prepayment Event, Event of Default or if any Prohibited Practice is found to have occurred in the performance of the Project, in which case interest shall accrue and be payable at the Fixed Rate.

The Bank may also demand that the Borrower repay an amount equivalent to the Subsidy benefit that the Borrower has received if, as a result of the Borrower's conduct, any fraud or corruption is found to have occurred in the performance of the Project.

3.3 Interest on overdue sums

Without prejudice to Article 10 and by way of exception to Article 3.1, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

- (a) for overdue sums related to all Tranches, the higher of:
 - (i) the applicable Fixed Rate plus 2% (200 basis points); or
 - (ii) EURIBOR plus 2% (200 basis points); and
- (b) for overdue sums other than under (a) above, EURIBOR plus 2% (200 basis points),

and shall be payable in accordance with the demand of the Bank. For the purpose of determining the EURIBOR in relation to this Article 3.3, the relevant periods within the meaning of Schedule B shall be successive periods of one month commencing on the due date.

If the overdue sum is in a currency other than the currency of the Loan, the following rate per annum shall apply, namely the relevant interbank rate that is generally retained by the Bank for transactions in that currency plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.3.

3.4 Market Disruption Event

- (a) If at any time:
 - (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche; and
 - (ii) until the date falling 30 (thirty) calendar days prior to the Scheduled Disbursement Date;



a Market Disruption Event occurs, the Bank may notify to the Borrower that this clause has come into effect. In such case, the following rules shall apply.

- (b) In the case of a Notified Tranche, the rate of interest applicable to such Notified Tranche until the Maturity Date shall be the percentage rate per annum which is the sum of:
 - (i) the Margin; and
 - (ii) the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notice and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2.B. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement and the conditions thereof shall be fully binding for both parties.

- (c) The Fixed Rate and the Subsidised Interest Rate previously notified by the Bank in the Disbursement Notice shall no longer be applicable.

ARTICLE 4

Repayment

4.1 Normal repayment

- (a) The Borrower shall repay each Tranche by instalments on the Repayment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.
- (b) Each amortisation table shall be drawn up on the basis that:
 - (i) repayment shall be made semi-annually by constant instalments of principal and interest;
 - (ii) the first Repayment Date of each Tranche shall be a Payment Date falling not earlier than 30 (thirty) days from the Scheduled Disbursement Date and not later than the first Repayment Date immediately following the 5th (fifth) anniversary of the Scheduled Disbursement Date of the Tranche; and
 - (iii) the last Repayment Date of each Tranche shall be a Payment Date falling not earlier than 4 (four) years and not later than 25 (twenty-five) years from the Scheduled Disbursement Date.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request with at least 30 (thirty) calendar days' prior notice specifying:

- (a) the Prepayment Amount;
- (b) the Prepayment Date;
- (c) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and
- (d) the Contract Number.

The Prepayment Request shall be irrevocable.



4.2.B Prepayment indemnity

If the Borrower prepays a Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Tranche which is being prepaid.

4.2.C Prepayment mechanics

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.2.B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and, if a Prepayment Indemnity is applicable, the deadline by which the Borrower may accept the Prepayment Notice.

If the Borrower accepts the Prepayment Notice no later than by the deadline (if any) specified in the Prepayment Notice, the Borrower shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the payment of the Prepayment Amount by the payment of accrued interest, the Prepayment Indemnity and the fee under Article 4.2.D, if any, due on the Prepayment Amount, as specified in the Prepayment Notice.

4.2.D Administrative Fee

If the Borrower prepays a Tranche on a date other than a relevant Payment Date, or if the Bank exceptionally accepts, solely upon the Bank's discretion, a Prepayment Request with prior notice of less than 30 (thirty) calendar days, the Borrower shall pay to the Bank an administrative fee in such amount as the Bank shall notify to the Borrower.

4.3 Compulsory prepayment

4.3.A Prepayment Events

4.3.A(1) PROJECT COST REDUCTION

If the total cost of the Project falls below the figure stated in Recital (b) so that the amount of the Credit exceeds 50% (fifty per cent) of such total cost of the Project, the Bank may forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding up to the amount by which the Credit exceeds 50% (fifty per cent) of the total cost of the Project, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.A(2) *PARI PASSU* TO NON-EIB FINANCING

If the Borrower voluntarily prepays (for the avoidance of doubt, prepayment shall include a repurchase or cancellation where applicable) a part or the whole of any Non-EIB Financing and:

- (a) such prepayment is not made within a revolving credit facility (save for the cancellation of the revolving credit facility);
- (b) such prepayment is not made out of the proceeds of a loan or other indebtedness having a term at least equal to the unexpired term of the Non-EIB Financing prepaid,

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid. The proportion of the Loan Outstanding that the Bank may require to be prepaid shall be the same as the proportion that the prepaid amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.



The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article, "Non-EIB Financing" includes any loan (save for the Loan and any other direct loans from the Bank to the Borrower, credit bond or other form of financial indebtedness or any obligation for the payment or repayment of money originally granted to the Borrower for a term of more than 3 (three) years.

4.3.A(3) CHANGE OF CONTROL

- (a) The Borrower shall promptly inform the Bank if a Change-of-Control Event has occurred or is likely to occur in respect of the Promoter. At any time after the occurrence of a Change-of-Control Event, the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued or outstanding under this Contract.

In addition, if the Borrower has informed the Bank that a Change-of-Control Event is about to occur, or if the Bank has reasonable cause to believe that a Change-of-Control Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request.

After the earlier of:

- (i) the lapse of 30 (thirty) days from the date of such request for consultation; or
- (ii) at any time thereafter, upon the occurrence of the anticipated Change-of-Control Event,

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

- (b) For the purposes of this Article

4.3.A(4) A "CHANGE-OF-CONTROL EVENT" OCCURS IF THE BORROWER CEASES TO BE THE DIRECT BENEFICIAL OWNER OF MORE THAN 50% (FIFTY PER CENT) OF THE ISSUED SHARE CAPITAL OF THE PROMOTER. CHANGE OF LAW

The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that the effects of the Change-of-Law Event cannot be mitigated to its satisfaction, the Bank may by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article "Change-of-Law Event" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which, in the opinion of the Bank, would materially impair the Borrower's ability to perform its obligations under this Contract or the Promoter's ability to perform its obligations under the Project Agreement.



4.3.A(5) ILLEGALITY

If:

- (a) it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated in this Contract or fund or maintain the Loan, or
- (b) the Cotonou Agreement is or is likely to be:
 - (i) repudiated by the Borrower or not binding on the Borrower in any respect; or
 - (ii) not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms,
- (b) the Investment Facility Guarantee is or is likely to be:
 - (i) no longer valid or in full force and effect; or
 - (ii) not effective in accordance with its terms,

the Bank shall promptly notify the Borrower and may immediately (i) suspend or cancel the undisbursed portion of the Credit, and/or (ii) demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.

4.3.A(6) BREACH OF THE PROJECT AGREEMENT

In the event that the Promoter is in breach of any provision of the Project Agreement, the Bank may by notice to the Borrower require the Borrower to procure that such breach is remedied within 30 (thirty) days from the date of the Bank's notice failing which the Bank may cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.A(7) BREACH OF THE GRANT AGREEMENT

In the event that the Borrower or the Promoter is in breach of any provision of the Grant Agreement, the Bank may by notice to the Borrower require the Borrower to remedy the breach or to procure that such breach is remedied by the Promoter as appropriate, within 30 (thirty) days from the date of the Bank's notice failing which the Bank may cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C, shall be paid on the date indicated by the Bank in its notice of demand.

4.3.C Prepayment indemnity

In the case of an Indemnifiable Prepayment Event, the indemnity, if any, shall be determined in accordance with Article 4.2.B.

4.4 General

4.4.A No prejudice to Article 10

This Article 4 shall not prejudice Article 10.

4.4.B No reborrowing

A repaid or prepaid amount may not be reborrowed.



ARTICLE 5

Payments

5.1 Day count convention

Any amount due by way of interest or indemnity from the Borrower under this Contract, and calculated in respect of a fraction of a year, shall be determined on the basis of a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days.

5.2 Time and place of payment

- (a) Unless otherwise specified in this Contract or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand.
- (b) Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) days before the date of the first payment to which the change applies. This period of notice does not apply in the case of payment under Article 10.
- (c) The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.
- (d) A sum due from the Borrower shall be deemed paid when the Bank receives it.
- (e) Any disbursements by and payments to the Bank under this Contract shall be made using account(s) acceptable to the Bank. Any account in the name of the Borrower held with a duly authorised financial institution in the jurisdiction where the Borrower is incorporated or where the Project is undertaken is deemed acceptable to the Bank.

5.3 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5.4 Disruption to Payment Systems

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Contract as the Bank may deem necessary in the circumstances;
- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and
- (c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.4.

5.5 Application of sums received

5.5.A General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.



5.5.B Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment:

- (a) first, in or towards pro rata to each of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (b) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;
- (c) thirdly, in or towards payment of any principal due but unpaid under this Contract; and
- (d) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

5.5.C Allocation of sums related to Tranches

- (a) In case of:
 - (i) a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied pro rata to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity; or
 - (ii) a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.
- (b) Sums received by the Bank following a demand under Article 10.1 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.
- (c) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

ARTICLE 6

Borrower undertakings and representations

The undertakings in this Article 6 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

A. PROJECT UNDERTAKINGS

6.1 Use of Loan and availability of other funds

The Borrower shall immediately transfer all amounts disbursed hereunder to the Promoter under the Grant Agreement and shall ensure that the Promoter use all amounts borrowed by it under the Loan for the execution of the Project.

The Borrower shall ensure that it has available to it the other funds listed in Recital (b) and that such funds are expended, to the extent required, on the financing of the Project.

6.2 Completion of Project

The Borrower shall ensure that the Promoter carries out the Project in accordance with the Technical Description, as may be modified from time to time with the approval of the Bank, and completes it by the final date specified therein.



6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (b), the Borrower and/or the Promoter shall obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

6.4 Procurement procedure

The Borrower undertakes to ensure that the Promoter purchases equipment, secures services and orders works for the Project by acceptable procurement procedures complying, to the Bank's satisfaction, with its policy as described in its Guide to Procurement.

6.5 Continuing Project undertakings

The Borrower shall, and shall ensure that the Promoter shall:

- (a) **Maintenance:** maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;
- (b) **Project assets:** unless the Bank shall have given its prior consent in writing retain title to and possession of all or substantially all the assets comprising the Project or, as appropriate, replace and renew such assets and maintain the Project in substantially continuous operation in accordance with its original purpose; the Bank may withhold its consent only where the proposed action would prejudice the Bank's interests as lender to the Borrower or would render the Project ineligible for financing by the Bank under its Statute or under article 309 of the Treaty on the Functioning of the European Union;
- (c) **Insurance:** insure all works and property forming part of the Project with first class insurance companies in accordance with the most comprehensive relevant industry practice;
- (d) **Rights and Permits:** maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Project;
- (e) **Environment and Social:**
 - (i) implement and operate the Project in compliance with the Environmental and Social Standards; and
 - (ii) obtain, maintain and comply with requisite Environmental and Social Approvals for the Project.
- (f) **Subsidies of end-users:** in collaboration with the Rwanda Utilities Regulatory Agency or any other entity as deemed appropriate and necessary, assess the likely future evolution of the need for subsidies to end-user tariffs and work on measures to eventually phase it out in the long run.

6.6 Financial viability of the Promoter

The Borrower shall ensure financial viability of the Promoter during the whole life of the Loan, to the satisfaction of the Bank.

6.7 Financial sustainability of the electricity sector

The Borrower undertakes to transfer all necessary financial resources as and when committed to guarantee (a) the financial sustainability of the electricity sector and (b) that development and operation of the electricity system is not impaired.



B. GENERAL UNDERTAKINGS

6.8 Disposal of assets

- (a) Except as provided below, the Borrower shall procure that the Promoter shall not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily dispose of any part of its assets;
- (b) Paragraph (a) above does not apply to any disposal of assets for fair market value and at arm's length:
 - (i) made in the ordinary course of trading of the disposing entity;
 - (ii) made in exchange for other assets comparable or superior as to type, value and quality; or
 - (iii) made with the prior written consent of the Bank,

in each case other than assets forming part of the Project pursuant to Article 6.5(b) and all shares in subsidiaries holding assets forming part of the Project which may not be disposed of.

For the purposes of this Article, "dispose" and "disposal" includes any act effecting sale, transfer, lease or other disposal.

6.9 Compliance with laws

The Borrower shall comply and shall ensure the Promoter complies in all respects with all laws and regulations to which they or the Project are subject.

6.10 Change in business

The Borrower shall, and shall ensure that the Promoter shall, procure that no substantial change is made to the core business of the Promoter from that carried on at the date of this Contract.

6.11 Change in Constitution

The Borrower shall ensure that there is no material change to the constitution and mandate of the Promoter, without prior consultation with the Bank.

6.12 Books and records

The Borrower shall:

- (a) ensure that the Promoter has kept and will continue to keep proper books and records of account, in which full and correct entries shall be made of all of its financial transactions assets and business, including expenditures in connection with the Project, in accordance with GAAP as in effect from time to time; and
- (b) ensure that the Promoter keep records of contracts financed with the proceeds of the Loan (including a copy of the contract(s) and material documents relating to the procurement) for at least 6 (six) years from full and final performance of such contracts.

6.13 Integrity

(a) Prohibited Conduct:

- (i) The Borrower shall not engage in (and shall not authorise or permit any person acting on its behalf to engage in) and shall procure that the Promoter does not engage in any Prohibited Conduct in connection with the Project, any tendering procedure for the Project, or any transaction contemplated by this Contract, the Grant Agreement or the Project Agreement;



- (ii) The Borrower undertakes to take such action as the Bank shall reasonably request to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Promoter and/or the Project; and
- (iii) The Borrower undertakes to ensure that contracts financed by this Loan include the necessary provisions to enable the Borrower to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Promoter and/or the Project.
- (b) **Sanctions:** The Borrower shall not, and shall procure that the Promoter shall not:
 - (i) enter into a business relationship with any Sanctioned Person; or
 - (ii) make any funds available to or for the benefit of, directly or indirectly, any Sanctioned Person.
- (c) **Borrower's government officials and Promoter's management:** The Borrower undertakes to take within a reasonable timeframe appropriate measures in respect of any of its government officials and/or any member of the Promoter's board of directors and management who:
 - (i) becomes a Sanctioned Person; or
 - (ii) is the subject of a final and irrevocable court ruling in connection with Prohibited Conduct perpetrated in the course of the exercise of their professional duties,

in order to ensure that such government official and/or member(s) of the Promoter's board of director's or management is suspended, dismissed or in any case excluded from any of the Borrower's and/or Promoter's activity in relation to the Loan and to the Project.
- (d) **Appropriate measures:** The Borrower undertakes to take, within a reasonable timeframe, appropriate measures in respect of any agent of the Borrower and any member of the board of directors or management of the Promoter, and/or any person acting on their behalf, who is the subject of a court ruling in connection with any investigation involving the Borrower or the Promoter or/and Prohibited Conduct perpetrated in the course of the exercise of his/her/their professional duties in order to ensure that such member is excluded from any Borrower and/or Promoter activity in relation to the Loan and/or the Project.
- (e) **Contracts:** In relation to the award of any contract for the provision of goods, equipments, services and/or works related to the Project, the Borrower shall ensure that any bidder whose beneficial owners are close associates or family members to any Borrower's government officials or senior officer or any Promoter's board of directors and management or senior officer be identified and that adequate measures be adopted to address potential conflicts of interest prior to the award of such contracts.

6.14 **Grant Agreement:**

- (a) The Borrower undertakes that it shall enter into the Grant Agreement with the Promoter, which shall, without limitation:
 - (i) specify that the proceeds of the loan from the Borrower to the Promoter shall be used solely for the financing of the Project in accordance with the terms of this Agreement and the Project Agreement;
 - (ii) specify financial terms and conditions satisfactory to the Bank.
- (b) The Borrower undertakes not to abrogate, revoke or materially vary, amend or waive the Grant Agreement or any terms thereof, save with the prior written agreement of the Bank.
- (c) The Borrower undertakes to inform the Bank as soon as it becomes aware of any default by the Promoter under the Grant Agreement, and to inform the Bank of any action it proposes to take in relation thereto.



6.15 **Project Agreement**

The Borrower shall procure that the Promoter complies, at all times, with all terms and conditions under the Project Agreement.

6.16 **General Representations and Warranties**

The Borrower represents and warrants to the Bank that:

- (a) the Promoter is duly established and validly existing as a company limited by shares, fully owned by the Government of Rwanda, registered since 1 August 2014 with the Rwanda Development Board (Office of the Register General) under number 103370539 and it has power to carry on its business as it is now being conducted and to own its property and other assets;
- (b) it has the power to execute, deliver and perform its obligations under this Contract and all necessary action has been taken to authorise the execution, delivery and performance of the same by it;
- (c) this Contract constitutes its legally valid, binding and enforceable obligations;
- (d) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not contravene or conflict with:
 - (i) any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
 - (ii) any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract;
- (e) the latest available consolidated audited accounts of the Promoter have been prepared on a basis consistent with previous years and have been approved by its auditors as representing a true and fair view of the results of its operations for that year and accurately disclose or reserve against all the liabilities (actual or contingent) of the Promoter;
- (f) there has been no Material Adverse Change since 10 November 2020;
- (g) no event or circumstance which constitutes a Prepayment Event or an Event of Default has occurred and is continuing unremedied or unwaived;
- (h) no litigation, arbitration, administrative proceedings or investigation is current or to its knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or any of its subsidiaries any unsatisfied judgement or award;
- (i) it has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;
- (j) the Promoter is the sole legal and beneficial owner and has good title to the assets forming part of the Project;
- (k) its payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its debt instruments except for obligations mandatorily preferred by law applying to companies generally;
- (l) it is in compliance with Article 6.5(e) and to the best of its knowledge and belief (having made due and careful enquiry) no Environmental or Social Claim has been commenced or is threatened against it; and
- (m) it is in compliance with all undertakings under this Article 6;
- (n) no loss of rating clause or financial covenants have been concluded with any other creditor of the Borrower;



- (o) to the best of its knowledge, no funds invested in the Project by the Borrower and/or the Promoter or by their respective controlling entities are of illicit origin, including products of Money Laundering or linked to the Financing of Terrorism;
- (p) neither of the Borrower, the Promoter, the Borrower's government officials, the members of the Promoter's board of directors and management, the Borrower and Promoter's respective agents, officers and directors nor any other person acting on their behalf or under their control has committed nor will commit:
 - (i) any Prohibited Conduct in connection with the Project or any transaction contemplated by the Contract or any other document in connection with the Project; or
 - (ii) any illegal activity related to the Financing of Terrorism or Money Laundering;
- (q) the Project (including without limitation, the negotiation, award and performance of contracts financed or to be financed by the Loan) has not involved or given rise to any Prohibited Conduct; and
- (r) it applies and complies with the sanctions imposed by the United Nations and the European Union.

The representations and warranties set out above shall survive the execution of this Contract and are, with the exception of the representation set out in paragraph (f) above, deemed repeated on each Disbursement Request, Disbursement Date and on each Payment Date.

ARTICLE 7

Security

7.1 Negative pledge

The Borrower shall not create or permit to subsist any Security over any of its assets.

For the purposes of this Article 7.1, the term Security shall also include any arrangement or transaction on assets or receivables or money (such as the sale, transfer or other disposal of assets on terms whereby they are or may be leased to or re-acquired by the Borrower, the sale, transfer or other disposal of any receivables on recourse terms or any arrangement under which money or the benefit of a bank account or other account may be applied or set-off or any preferential arrangement having a similar effect) in circumstances where the arrangement or transaction is entered into primarily as a method of raising credit or of financing the acquisition of an asset.

7.2 Pari passu ranking

The Borrower shall ensure that its payment obligations under this Contract rank, and will rank, not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its External Debt Instruments.

In particular, if the Bank makes a demand under Article 10.1 or if an event or potential event of default under any unsecured and unsubordinated External Debt Instrument of the Borrower or of any of its agencies or instrumentalities has occurred and is continuing, the Borrower shall not make (or authorize) any payment in respect of any other such External Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for payment on the next Payment Date a sum equal to the same proportion of the debt outstanding under this Contract as the proportion that the payment under such External Debt Instrument bears to the total debt outstanding under that External Debt Instrument. For this purpose, any payment of an External Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the External Debt Instrument have subscribed, shall be disregarded.



In this Contract, "External Debt Instrument" means (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee granted by the Borrower for an obligation of a third party; provided in each case that such obligation is: (i) governed by a system of law other than the law of the Borrower; or (ii) payable in a currency other than the currency of the Borrower's country; or (iii) payable to a person incorporated, domiciled, resident or with its head office or principal place of business outside the Borrower's country.

7.3 Security

Should the Borrower grant to a third party any security for the performance of any External Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

7.4 Clauses by inclusion

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause, and/or a cross default clause and/or a *pari passu* clause not provided for in this Contract or is more favourable to the relevant financial creditor than the equivalent provision(s) of this Contract, the Borrower shall promptly so inform the Bank and shall, at the request of the Bank, forthwith execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

ARTICLE 8

Information and Visits

8.1 Information concerning the Project

The Borrower shall, and/or shall ensure that the Promoter, where appropriate, shall:

- (a) deliver to the Bank:
 - (i) the information in content and in form, and at the times, specified in Schedule A.2 or otherwise as agreed from time to time by the parties to this Contract; and
 - (ii) any such information or further document concerning the financing, procurement, implementation, operation and related environmental or social matters of or for the Project as the Bank may reasonably require within a reasonable time,

provided always that if such information or document is not delivered to the Bank on time, and the Borrower and/or the Promoter do not rectify the omission within a reasonable time set by the Bank in writing, the Bank may remedy the deficiency, to the extent feasible, by employing its own staff or a consultant or any other third party, at the Borrower's expense and the Borrower shall provide such persons with all assistance necessary for the purpose;

- (b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, inter alia, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;
- (c) promptly inform the Bank of:
 - (i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or any Environmental or Social Claim that is to its knowledge commenced, pending or threatened against it; and



- (ii) any fact or event known to the Borrower and/or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of the Project;
- (iii) any non-compliance by any party with any Environmental and Social Law;
- (iv) any suspension, revocation or modification of any Environmental and Social Approval;
- (v) a genuine allegation or complaint with regard to any Prohibited Conduct related to the Project; and
- (vi) should it become aware of any fact or information confirming or reasonably suggesting that:
 - (1) any Prohibited Conduct has occurred in connection with the Project, or
 - (2) any of the funds invested in the share capital of the Promoter or in the Project was derived from an illicit origin including products of Money Laundering or linked to the Financing of Terrorism;
 and set out the action to be taken with respect to such matters;
- (d) promptly inform the Bank of any material change in the tariff methodology; and
- (e) provide to the Bank, if so requested:
 - (i) a certificate of its insurers showing fulfilment of the requirements of Article 6.5(c);
 - (ii) annually, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums; and
 - (iii) true copies of contracts financed with the proceeds of the Loan and evidence of expenditures relating to disbursements.

8.2 Information concerning the Borrower and the Promoter

The Borrower shall, and/or shall ensure that the Promoter, where appropriate, shall:

- (a) deliver to the Bank:
 - (i) as soon as they become available but in any event within 240 (two hundred and forty) days after the end of each of its financial years the Promoter's audited consolidated annual report, balance sheet, profit and loss account and auditors report for that financial year; and
 - (ii) such further information on the Promoter's general financial situation as the Bank may reasonably require or such certificates of compliance with the undertakings of Article 6 as the Bank may deem necessary;
 - (iii) such further information, evidence or document concerning:
 - (1) its general financial situation or such certificates of compliance with the undertakings of Article 6; and
 - (2) the compliance with the due diligence requirements of the Bank, including, but not limited to "know your customer" (KYC) or similar identification procedures,
 when requested and within a reasonable time; and
- (b) inform the Bank immediately of:
 - (i) any material alteration to the Promoter's statutes or shareholding structure and of any change of ownership of 5% or more of its shares after the date of this Contract;
 - (ii) any fact which obliges it to prepay any financial indebtedness or any European Union funding;
 - (iii) any event or decision that constitutes or may result in a Prepayment Event;



- (iv) any intention on its part to grant any Security over any of its assets in favour of a third party;
- (v) any intention on its part to sell, transfer, lease or otherwise dispose of its assets and which could trigger a breach of Article 6.8;
- (vi) any intention on its part to relinquish ownership of any material component of the Project;
- (vii) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract, and/or the Borrower or Promoter under the Grant Agreement or the Project Agreement;
- (viii) any Event of Default having occurred or being threatened or anticipated;
- (ix) any fact or event which results in (1) any agent of the Borrower, or (2) any member of the Promoter's management bodies or any of its controlling entities being a Sanctioned Person;
- (x) unless prohibited by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against the Borrower or the Promoter or its controlling entities or agents of the Borrower or the Promoter's management bodies in connection with Prohibited Conduct related to the Credit, the Loan or the Project;
- (xi) any measure taken by the Borrower or the Promoter pursuant to Article 6.13 of this Contract; and
- (xii) any litigation, arbitration or administrative proceedings or investigation which is current, threatened or pending and which might if adversely determined result in a Material Adverse Change;

8.3 Visits, Right of Access and Investigation

- (a) The Borrower shall, and shall ensure that the Promoter shall, allow persons designated by the Bank, as well as persons designated by the competent European Union institutions including the Court of Auditors of the European Union, the European Commission and the European Anti-Fraud Office to:
 - (i) visit the sites, installations and works comprising the Project and to conduct such checks as they may wish for purposes connected with this Contract and the financing of the Project;
 - (ii) interview representatives of the Borrower and/or Promoter, and not obstruct contacts with any other person involved in or affected by the Project; and
 - (iii) review the Borrower's and/or Promoter's books and records in relation to the execution of the Project and to be able to take copies of related documents to the extent permitted by the law.
- (b) The Borrower shall, and shall ensure that the Promoter shall, facilitate investigations by the Bank and by any other competent authority of the European Union institutions or bodies in connection with any alleged or suspected occurrence of a Prohibited Conduct and shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.
- (c) The Borrower acknowledges that the Bank may be obliged to communicate information relating to the Borrower and/or the Promoter and the Project to any competent institution or body of the European Union including the Court of Auditors of the European Union, the European Commission and the European Anti-Fraud office as are necessary for the performance of their tasks in accordance with the laws of the European Union.



ARTICLE 9

Charges and expenses

9.1 Taxes, duties and fees

The Borrower shall pay all Taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation, perfection, registration or enforcement of any Security for the Loan to the extent applicable.

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without any withholding or deduction of any national or local impositions whatsoever required by law or under an agreement with a governmental authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it shall gross up the payment to the Bank so that after withholding or deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 Other charges

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, enforcement and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management, enforcement and realisation of any security for the Loan.

9.3 Increased costs, indemnity and set-off

- (a) The Borrower shall pay to the Bank any costs or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation which occurs after the date of signature of this Contract, in accordance with or as a result of which (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.
- (b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any full or partial discharge that takes place in a manner other than as expressly set out in this Contract.
- (c) The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.



ARTICLE 10
Events of Default

10.1 Right to demand repayment

The Borrower shall repay all or part of the Loan Outstanding (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

10.1.A Immediate demand

The Bank may make such demand immediately without prior notice or any judicial or extra judicial step:

- (a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, unless:
 - (i) its failure to pay is caused by an administrative or technical error or a Disruption Event; and
 - (ii) payment is made within 3 (three) Business Days of its due date;
- (b) if any information or document given to the Bank by or on behalf of the Borrower or the Promoter or any representation, warranty or statement made or deemed to be made by the Borrower or the Promoter in, pursuant to or for the purposes of entering into this Contract or the Project Agreement or in connection with the negotiation or performance of this Contract or the Project Agreement is or proves to have been incorrect, incomplete or misleading in any material respect;
- (c) if, following any default of the Borrower in relation to any loan, or any obligation arising out of any financial transaction, other than the Loan:
 - (i) the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity such other loan or obligation; or
 - (ii) any financial commitment for such other loan or obligation is cancelled or suspended;
- (d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or seeks to make a composition with its creditors;
- (e) if any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or an order is made or an effective resolution is passed for the winding up of the Promoter or if the Promoter takes steps towards a substantial reduction in its capital, is declared insolvent or ceases or resolves to cease to carry on the whole or any substantial part of its business or activities, or any situation similar to any of the above occurs under any applicable law;
- (f) if an encumbrancer takes possession of, or a receiver, liquidator, administrator, administrative receiver or similar officer is appointed, whether by a court of competent jurisdiction or by any competent administrative authority or by any person, of or over, any part of the business or assets of the Promoter or any property forming part of the Project;
- (g) if the Borrower or the Promoter defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank;
- (h) if the Borrower or the Promoter defaults in the performance of any obligation in respect of any other loan made to it from the resources of the Bank or the European Union;



- (i) if any expropriation, attachment, arrestment, distress, execution, sequestration or other process is levied or enforced upon the property of the Borrower or the Promoter or any property forming part of the Project and is not discharged or stayed within 14 (fourteen) days;
- (j) if a Material Adverse Change occurs, as compared with the Borrower's condition or the Promoter's condition at the date of this Contract; or
- (k) if it is or becomes unlawful for the Borrower or the Promoter to perform any of their obligations under this Contract or the Project Agreement or this Contract or the Project Agreement is not effective in accordance with its terms or is alleged by the Borrower or the Promoter to be ineffective in accordance with its terms.

10.1.B Demand after notice to remedy

The Bank may also make such demand without prior notice or any judicial or extra judicial step (without prejudice to any notice referred to below):

- (a) if the Borrower fails to comply with any provision of this Contract (other than those referred to in Article 10.1.A or the Borrower and/or the Promoter fail(s) to comply with any obligation under the Project Agreement; or
- (b) if any fact related to the Borrower or the Project stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project,

unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower or the Promoter as appropriate.

10.2 Other rights at law

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan Outstanding.

10.3 Indemnity

In case of demand under Article 10.1 in respect of any Tranche, the Borrower shall pay to the Bank the amount demanded together with the indemnity on any amount of principal due to be prepaid. Such indemnity shall (i) accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified, and (ii) be for the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of the prepayment) of the excess, if any, of:

- (a) The applicable Fixed Rate net of the Margin that would accrue thereafter on the amount prepaid over the period from the date of prepayment to the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date of the applicable Tranche.

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date specified in the Bank's demand.

10.4 Non-Waiver

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.



ARTICLE 11

Law and jurisdiction, miscellaneous.

11.1 Governing Law

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Luxembourg.

11.2 Jurisdiction

- (a) The Court of Justice of the European Union has exclusive jurisdiction to settle any dispute arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.
- (b) The parties agree that the Court of Justice of the European Union is the most appropriate and convenient court to settle any disputes between them and, accordingly, that they will not argue to the contrary.
- (c) The parties to this Contract hereby waive any immunity from or right to object to the jurisdiction of these courts. A decision of the courts given pursuant to this Article shall be conclusive and binding on each party without restriction or reservation.

11.3 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, shall be the seat of the Bank.

11.4 Evidence of sums due

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be *prima facie* evidence of such amount or rate.

11.5 Entire Agreement

This Contract constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.6 Invalidity

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.7 Amendments

Any amendment to this Contract shall be made in writing and shall be signed by the parties hereto.

11.8 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.



ARTICLE 12

Final clauses

12.1 Notices

12.1.A Form of Notice

- (a) Any notice or other communication given under this Contract must be in writing and, unless otherwise stated, may be made by letter, electronic mail and facsimile.
- (b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter, facsimile or by electronic mail. Such notices and communications shall be deemed to have been received by the other party:
 - (i) on the date of delivery in relation to a hand-delivered or registered letter;
 - (ii) on receipt of transmission in relation to a facsimile;
 - (iii) in the case of any electronic mail sent by the Borrower to the Bank, only when actually received in readable form and only if it is addressed in such a manner as the Bank shall specify for this purpose; or
 - (iv) in the case of any electronic mail sent by the Bank to the Borrower, when the electronic mail is sent.
- (c) Any notice provided by the Borrower or the Promoter to the Bank by electronic mail shall:
 - (i) mention the Contract Number in the subject line; and
 - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the parties) of the notice signed by an Authorised Signatory with individual representation right or by two or more Authorised Signatories with joint representation right of the Borrower or the Promoter as appropriate, attached to the electronic mail.
- (d) Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.
- (e) Without affecting the validity of electronic mail or facsimile notices or communication made in accordance with this Article 12.1, the following notices, communications and documents shall also be sent by registered letter to the relevant party at the latest on the immediately following Business Day:
 - (i) Disbursement Request;
 - (ii) revocation of a Disbursement Request according to Article 1.2.C(b);
 - (iii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment; and
 - (iv) any other notice, communication or document required by the Bank.
- (f) The parties agree that any above communication (including via electronic mail) is an accepted form of communication and shall constitute admissible evidence in court.

12.1.B Addresses

The address, fax number and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication to be made or document to be delivered under or in connection with this Contract is:



For the Bank

Attention: OPS Global Partner
100, boulevard Konrad Adenauer
L-2950 Luxembourg
E-mail address: OPS_GP-2_SecDiv@eib.org

For the Borrower

Attention: Minister of Finance and Economic
Planning - Republic of Rwanda
P.O. Box 158 Kigali, Republic of Rwanda
E-mail address: mfin@minecofin.gov.rw

12.1.C Notification of communication details

The Bank and the Borrower shall promptly notify the other party in writing of any change in their respective communication details.

12.2 English language

- (a) Any notice or communication given under or in connection with this Contract must be in English.
- (b) All other documents provided under or in connection with this Contract must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail.

12.3 Recitals and Schedules

The Recitals and following Schedules form part of this Contract:

Schedule A	Project Specification and Reporting
Schedule B	Definition of EURIBOR
Schedule C	Form of Disbursement Request (Article 1.2.B)
Schedule D	Form of Certificate from Borrower (Article 1.4.C)



The parties hereto have caused this Contract to be executed in 3 (three) originals in the English language.

At Kigali, this 23rd December 2020

At Luxembourg, this 23rd December 2020



Signed for and on behalf of
REPUBLIC OF RWANDA

Uzziel Ndagijimana
Minister of Finance and Economic Planning

Signed for and on behalf of
EUROPEAN INVESTMENT BANK

Diederick Zambon
Head of Division
Africa - Public Sector

Roger Stuart
Head of Division
Legal Department



Schedule A

Project Specification and Reporting

A.1 Technical Description (Article 6.2)

Purpose, Location

The Project is an investment Programme of distribution schemes in Rwanda that will be co-financed by AfDB and the Bank on a parallel basis. It consists of two components:

- Component 1: Investments in new low and medium voltage networks to increase electricity access in the Eastern and South Provinces. The investments are expected to result to approx. 190,000 new connections (Table A.1.2)
- Component 2: Investments for the rehabilitation and upgrade of distribution networks across the country to increase capacity improve grid reliability and enhance operational efficiency. EIB funds will be allocated to the area of Kigali (Table A.1.2 – A.1.6).

Overall, the investments will lead to approx. 8,000 km of new distribution network and 230 MVA of new transformer capacity. The Programme also includes implementation support financed both by AfDB and the Bank aimed at strengthening the operational capacity of the Promoter and assisting them in the management of the Programme (Component 3).

Description

See next pages



Table A.1.1. Programme cost

		EIB (EUR)		AFDB (EUR)		TOTAL (EUR)	
		Plan	Real	Plan	Real	Plan	Real
	COMPONENT 1 - Electricity access					-	
1.1	On-grid electricity access investments – Southern Province	-		52.00		52.00	
1.2	On-grid electricity access investments – Eastern Province	79.20		-		79.20	
	Subtotal COMPONENT 1	-		-		131.20	
	COMPONENT 2 - Rehabilitation and upgrade of distribution networks	-		-		-	
2.1	Upgrade of Kariakibi line	-		1.80		1.80	
2.2	Upgrade and extension of different MV lines for improved supply	-		46.00		46.00	
2.3	Upgrade of single lines to three phase lines	-		19.85		19.85	
2.4	Substations upgrade	-		10.80		10.80	
2.5	Construction and rehabilitation of MW/LV Cabin and associated MV lines in Secondary Cities	-		16.08		16.08	
2.6	Kigali distribution rehabilitation	18.30		-		18.30	
	Subtotal COMPONENT 2	-		-		114.82	
	COMPONENT 3 implementation support	-		-		-	
3.1	Consultancy services for EIB financed components	2.50		-		2.50	
3.2	Consultancy services and PIU for AFDB financed components	-		7.02		7.02	
	Subtotal COMPONENT 3	-				9.52	
	TOTAL	100.00	-	155.88		255.88	



Table A.1.2 Subcomponent 1

District	Connections				New distribution assets							
	HHs		Trade centers		MV (km)		LV (km)		Number of transfer.		MVA	
	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real
AFDB financed - Southern Province												
1	Gisagara	236		10,143		56		233		98		9
2	Huye	2,351		28,158		148		357		149		13
3	Nyamagabe	1,174		10,630		98		212		83		7
4	Nyanza	454		13,945		88		328		154		13
5	Nyaruguru	155		6,753		34		128		34		3
6	Ruhango	-		12,213		72		296		67		6
	AFDB total	4,370		81,840		473		1,470		585		51
EIB financed - Eastern Province												
1	Bugesera	10,322		544		171		400		74		6
2	Gatsibo	21,247		774		120		543		87		8
3	Kayanza	10,800		456		113		440		90		8
4	Kirehe	15,647		728		102		183		85		7
5	Ngoma	13,385		389		123		320		95		8
6	Nyagatare	12,770		1,084		128		243		67		6
7	Rwamagana	12,125		80		132		296		107		9
	EIB total	114,276		4,935		687		2,405		605		53
	TOTAL	178,746		83,866		1,360		3,875		1,190		104

Table A.1.3 Subcomponent 2.2 & 2.3

Subcomponent 2.2 - Upgrade and extension of different MV lines for improved supply													
		Kigali		Southern		Eastern		Northern		Western		TOTAL	
	Type of investment	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real
1	Extension of MV lines (km)	42		30		24		136		119		351.00	
2	New transformers (number)	40		39		44		76		75		263	
3	LV Network re-conductoring and reconfiguration (km)	150		185		317		351		407		1500.00	
Subcomponent 2.3 - Upgrade and extension of different MV lines for improved supply													
		Kigali		Southern		Eastern		Northern		Western		TOTAL	
	Type of investment	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real
1	MV lines (km)	39.4		31.6		143.7		10.4		30.9		256	
2	LV lines	20.5		151.5		319.6		32.1		49.1		572.8	



Table A.1.4 Subcomponent 2.5

Subcomponent 2.5 - Construction and rehabilitation of MV/LV Cabin and associated MV lines in Secondary Cities					
No	District	Additional MVA		MV lines (km)	
		Plan	Real	Plan	Real
1	Huye	0.42		0.7	
2	Muhanga	0.56		0.55	
3	Nyagatare	0.88		1.5	
4	Rusizi	2.47		3.84	
5	Rubavu	0.25		0.2	
6	Bugesera	0.4		18.3	
	TOTAL	4.98		25.09	



Table A.1.5 Subcomponent 2.6 - A

Subcomponent 2.6 - Upgrade and extension of different MV lines for improved supply (A)							
	Section		New or Reconducting	Length (km)			
				Overhead		Underground	
	From :	To:		Plan	Real	Plan	Real
1	Gikondo SS	PH APAPE	New	3.5			
2	Fawe	Gacurro	Recon.	2.5			
3	Mt-Kigali	Rabero-Nyururama	New	4			
4	T-OFF SCAF	Rubungu	New	1.5			
5	Kabuga 2 Cabin	Kabuga	New	0.5			
6	Ubukwa Cabin	Calese Hypotekane	New	1.5			
7	Mindjan	Abatoir	New			1.5	
8	Kigali sud	Onatocom Cabin	New			1	
9	Kimironko Prison	La printemp	New	2			
10	Chez Rasta	ATS Cabin	New			1.5	
11	Mintere	Kijovu	New			1.2	
12	Nyandurama 1	Nyandurama 2	New	1			
13	Buanda Cemetery	Buanda AirForce	New			1	
14	Buanda AirForce	Rubindi Hatchery	New	3			
15	Murindi Cabin	T-OFF Masaka	New			0.5	
16	Kanema-Nonege	Mt-Kigali	New	5			
17	Ramara 1	Sonotuba	New			1	
20	Pompape Nyirurama	Agabere	New	2.2			
21	Mumana	Krugiza	New			0.5	
22	St Andre	Pylon 8	New			0.5	
23	Fawe	ULK-Uherubuso	New	5			
24	Munama	Nyakaibanda	New			0.5	
25	MINJUST-Lemigo	Kimihurura S-Rukiri	New			3	
26	Rukiri	INILAK	New	1			
	Total			32.7		12.2	

**Table A.1.6 Subcomponent 2.6 - B**

Subcomponent 2.6 - Upgrade and extension of different MV lines for improved supply (B)				
No	Name of MV/LV Cabin	No of MV Pannels	Power house	LV equipment
1	Kiyovu	5	yes	yes
2	Utexwa	7	yes	yes
3	Miniplan	7	yes	yes
4	Remera 2	2		
5	Sonatube	7	yes	yes
6	Kanombe Airport	6	yes	yes
7	Gikondo Haut	6	yes	yes
8	Kigali North			yes
9	Kigali South			yes
10	IPRC Cabin	2		yes
11	PH Paul	6	yes	yes
12	Gasabo District	6	yes	yes
13	Kibagabaga 1	6	yes	yes
14	Gitega 1	6	yes	yes
15	Lue Elephant	7		yes
16	Military Camp	8	yes	yes
17	Nzove	7	yes	yes
18	ATS Kimihunura	7	yes	yes
19	Kimihunura D	6	yes	yes
20	St Andre	5	yes	yes
21	Fawe	6	yes	yes
22	Paruwasi Kicukiro		yes	yes
23	Red Cross		yes	yes
24	Kimihunura 3	6	yes	yes
25	Kimihunura Sector	7	yes	yes

Calendar

The Project will be implemented in the 2020-2024 period.



A.2 Information Duties under Article 8.1(a)

1. Dispatch of information: designation of the person responsible

The information below has to be sent to the Bank under the responsibility of:

	Financial Contact	Technical Contact
Company	Ministry of Finance and Economic Planning	MINECOFIN
Contact person	Gerald MUGABE	Gerald MUGABE
Title	External Finance Division	Ag. Division Manager
Function / Department financial and technical	Government Chief Economist	External Finance Division
Address	12 KN 3 Ave, Kigali	12 KN 3 Ave, Kigali
Phone	(+250) 252 577 581	0788591189
Fax	(+250)252 575 756	(+250)252 575 756
Email	info@minecofin.gov.rw	Gerald.mugabe@minecofin.gov.rw

The above-mentioned contact persons are the responsible contacts for the time being. The Borrower shall inform the Bank immediately in case of any change.

2. Information on specific subjects

The Borrower shall deliver to the Bank the following information at the latest by the deadline indicated below.

Document / information	Deadline
<i>Environmental and social classification of the various sub-projects validated by the competent authority RDB;</i>	<i>As soon as available</i>
<i>Appropriate environmental and social assessments documents and/or RAP satisfactory to the Bank;</i>	<i>As soon as available</i>
<i>Authorizations issued by the competent authority, RDB, for the sub-projects requiring an EIA and/or a RAP.</i>	<i>As soon as available</i>
<i>GIS maps of the assets constructed since the last disbursement and an update of the project status as in the Technical Description.</i>	<i>Before each disbursement after the first</i>
<i>Updated procurement and implementation plans to the satisfaction of the Bank, from the second disbursement onwards</i>	<i>Before each disbursement</i>



3. Information on the project's implementation

The Borrower shall deliver to the Bank the following information on project progress during implementation at the latest by the deadline indicated below.

Document / information	Deadline	Frequency of reporting
Project Progress Report <ul style="list-style-type: none"> - Update of tables A.1.1 - A.1.6 in Appendix A.1 indicating real figures for the reporting period and revised forecasts explaining the reasons for significant changes vs. initial scope; - A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope; - Update on the date of completion of each of the main project's components, explaining reasons for any possible delay; - Update on the cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost; - Total energy billed and total energy distributed per province for the reporting period; - Connections under the Demand stimulation programme; - New connections in Rwanda other than the ones under the Programme. - The latest SAIDI and SAIFI per province; - Update of the E&S related activities and a description of any major issue with impact on the environment; - Update on procurement procedures and on procurement undertaken; - Any relevant change of the regulatory framework and tariff setting that occurred; - Any significant issue that has occurred and any significant risk that may affect the project's operation; - Number of staff in the PIU and changes since the last reporting. - Number of EDCL and EUCL staff - Updates to EIB on the progress of implementing the project Gender Action Plan, with a focus on the employment related activities. - Any legal action concerning the project that may be on-going. - Amount of financial contribution from the Government to keep end-user tariffs at more affordable levels. Absolute value as well as average impact relative to the average end-user tariff. - Year-on-year variation in the average tariff for end-users. - Amount of commercial losses for the last year available. 	31 st Jan. 30 th April 31 st July 31 st Oct. 2021 2022 2023 2024	quarterly



4. Information on the end of works and first year of operation

The Borrower shall deliver to the Bank the following information on project completion and initial operation at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
<p>Project Completion Report, including:</p> <ul style="list-style-type: none"> - Final update of tables A.1.1 – A.1.6 in Appendix A.1 indicating real figures for the past year explaining the reasons for significant changes vs. initial scope; - Final Technical Description, explaining the reasons for significant changes vs. initial scope; - The date of completion of each of the main project's components, explaining reasons for any possible delay (in particular for primary substations); - Final cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost; - Employment effects of the project: person-days required during implementation (person-years) as well as permanent new jobs created; - Total energy billed and total energy distributed per province in the past year; - SAIDI and SAIFI in the past year per province; - Volume of losses in the past year per province; - A description of any major issue with impact on the environment or social impacts; - A monitoring report on the implementation of the Environmental and Social Policy Framework as well as of the Resettlement Action Plans; - Latest tariff decision (highlighting in particular the return rate on invested capital, efficiency and quality targets and any regulatory novelties implemented); - Final electricity prices charged by the promoter, split by the main cost categories (energy, transmission and distribution, etc.); - Any significant issue that has occurred and any significant risk that may affect the project's operation; - Updates to EIB on the progress of implementing the project Gender Action Plan, with a focus on the employment related activities. - Any legal action concerning the project that may be on-going. 	30 th April 2026

The financing for this project benefits from an EU guarantee to the Bank under DECISION No466/2014/EU of the European Parliament and of the Council. Pursuant to Article 9 (2) of this Decision, the Bank "shall require the project promoters to carry out thorough monitoring during project implementation until completion, inter alia, on the economic, development, social, environmental and human rights impact of the investment project. The EIB shall verify on a regular basis the information provided by the project promoters and make it publicly available if the project promoter agrees. Where possible, project completion reports related to EIB financing operations shall be published excluding confidential information."

Accordingly, and without prejudice to the Bank's obligation to make publicly available any project-related environmental information under Aarhus Convention, the Bank shall make publicly available all information provided by the Borrower in the Project Progress Reports and Project Completion Report provided that such information is expressly marked by the Borrower as "for publication on the EIB website".

Alternatively, the Borrower may also decide to publish this information on its own website and provide the EIB with the corresponding link (URL) which will be used as a source for EIB publication.



The EIB will not take any responsibility for the content of such information made public on its website. Documents marked as "for publication on the EIB website" will be published as received and will not be edited by the EIB. Only functioning URLs that link to the relevant project-related information will be published by the EIB.

5. Information required 3 years after the Project Completion Report

The Borrower shall deliver to the Bank the following information 3 years after the project completion report at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
<i>Update on the Monitoring Indicators :</i> <ul style="list-style-type: none"> - <i>New connections per Province in the last three years</i> - <i>SAIDI and SAIFI in the past year per province per year in the last three years;</i> - <i>Volume of losses in the past year per province per year in the last three years;</i> - <i>Total energy billed and total energy distributed per province per year in the last three years.</i> 	
Language of reports	English

Schedule B**Definition of EURIBOR**

"EURIBOR" means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period.

(the period for which the rate is taken or from which the rates are interpolated being the "Representative Period").

For the purposes of paragraphs (a) to (c) above:

- (i) "available" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), or any successor to that function of EMMI, as determined by the Bank; and
- (ii) "Screen Rate" means the rate of interest for deposits in EUR for the relevant period as published at 11h00, Brussels time, or at a later time acceptable to the Bank on the day (the "Reset Date") which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them, as at approximately 11:00 a.m., Brussels time on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If no sufficient quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11:00 a.m., Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European banks for a period equal to the Representative Period. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

All percentages resulting from any calculations referred to in this Schedule B will be rounded, if necessary, to the nearest one thousandth of a percentage point, with halves being rounded up.

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI (or any successor to that function of EMMI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

If the Screen Rate becomes permanently unavailable, the EURIBOR replacement rate will be the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk-free rates established by the European Central Bank (ECB), the Financial Services and Markets Authority (FSMA), the European Securities and Markets Authority (ESMA) and the European Commission, or (ii) the European Money Market Institute, as the administrator of EURIBOR, or (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, (iv) the national competent authorities designated under Regulation (EU) 2016/1011, or (v) the European Central Bank.

If no Screen Rate and/or the EURIBOR replacement rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.



Schedule C

Form of Disbursement Request (Article 1.2.B)

**Disbursement Request
RWANDA – ELECTRICITY ACCESS RWANDA**

Please proceed with the following disbursement:		Date: <input style="width: 150px;" type="text"/>	
Loan Name (*):		<input style="width: 400px;" type="text" value="ELECTRICITY ACCESS RWANDA"/>	
Signature Date (*):		Contract Number: <input style="width: 100px;" type="text" value="91989"/>	
Currency & amount requested		Proposed disbursement date:	
Currency	Amount	<input style="width: 150px;" type="text"/>	
<input style="width: 50px;" type="text"/>	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	

INTEREST	Int. rate basis (Art. 3.1)	<input style="width: 150px;" type="text"/>	RESERVED FOR THE BANK	Reserved for the Bank: (contract currency)	<input style="width: 100px;" type="text"/>
	Rate	<input style="width: 150px;" type="text"/>		Total Credit Amount:	<input style="width: 100px;" type="text"/>
	Frequency (Art. 3.1)	Semi-annual <input type="checkbox"/>		Disbursed to date:	<input style="width: 100px;" type="text"/>
	Payment Dates (Art. 3.1)	<input style="width: 100px;" type="text" value="___/___/___"/>		Balance for disbursement:	<input style="width: 100px;" type="text"/>
		<input style="width: 150px;" type="text"/>		Current disbursement:	<input style="width: 100px;" type="text"/>
CAPITAL	Repayment frequency	Semi-annual <input type="checkbox"/>	BALANCE AFTER DISBURSEMENT	Balance <u>after</u> disbursement:	<input style="width: 100px;" type="text"/>
	Repayment methodology (Art. 4.1)	Constant annuities <input type="checkbox"/>		Disbursement deadline:	<input style="width: 100px;" type="text"/>
	First Repayment Date	<input style="width: 150px;" type="text"/>		Max. number of disbursements:	<input style="width: 100px;" type="text"/>
		<input style="width: 150px;" type="text"/>			<input style="width: 100px;" type="text"/>
	Last Repayment Date	<input style="width: 150px;" type="text"/>		Minimum Tranche size:	<input style="width: 100px;" type="text"/>
			Conditions precedent:	Yes / No	



Account to be credited:

Account N°:

Account Holder/Beneficiary:

(please, provide IBAN format if the country is included in IBAN Registry published by SWIFT, otherwise appropriate account format in line with the local banking practice)

Bank name and address:

Bank identification code (BIC).....

Payment details to be provided:.....

Please transmit information relevant to:

Name(s) of the Borrower's Authorised Signatory(ies) (as defined in the Contract):

.....

Signature(s) of the Borrower's Authorised Signatory(ies) (as defined in the Contract):

.....

IMPORTANT NOTICE TO THE BORROWER:

PLEASE ENSURE THAT THE LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS PROVIDED TO THE BANK HAS BEEN DULY UPDATED PRIOR TO THE SUBMISSION OF ANY DISBURSEMENT REQUEST. IN THE EVENT THAT ANY SIGNATORIES OR ACCOUNTS APPEARING IN THIS DISBURSEMENT REQUEST ARE NOT INCLUDED IN THE LATEST LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS RECEIVED BY THE BANK, THIS DISBURSEMENT REQUEST SHALL BE REGARDED AS NOT HAVING BEEN MADE.

IN ADDITION, IF THIS IS THE FIRST DISBURSEMENT REQUEST UNDER THE FINANCE CONTRACT, THE CONDITIONS SET OUT IN ARTICLE 1.4A OF THE FINANCE CONTRACT MUST HAVE BEEN MET TO THE SATISFACTION OF THE BANK PRIOR TO THE DATE HEREOF.



Schedule D

Form of Certificate from Borrower (Article 1.4.C)

From: Republic of Rwanda
 To: European Investment Bank
 Date:
 Subject: Finance Contract between European Investment Bank and Republic of Rwanda dated [●] (the "Finance Contract")
 Contract Number 91989 Operation Number 2020-0030

Dear Sir or Madam,

Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

- (a) no Prepayment Event has occurred and is continuing unremedied or unwaived;
- (b) no Security of the type prohibited under Article 7.1 has been created or is in existence;
- (c) no security for the performance of any External Debt Instrument or any preference or priority in respect thereof has been granted to a third party without the Bank being informed in accordance with Article 7.3;
- (d) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.1, save as previously communicated by us;
- (e) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;
- (f) no event or circumstance which constitutes or would with the passage of time or giving of notice under the Finance Contract constitute an Event of Default has occurred and is continuing unremedied or unwaived;
- (g) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;
- (h) the representations and warranties to be made or repeated by us under Article 6.13 are true in all respects; and
- (i) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract.

Yours faithfully,

For and on behalf of REPUBLIC OF RWANDA

Date:

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 011/2021 ryo ku wa 02/03/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi y'Ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali n'i Luxembourg, ku wa 23 Ukuboza 2020</p>	<p>Seen to be annexed to Law n° 011/2021 of 02/03/2021 approving the ratification of The Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million Euros (EUR 80,000,000) for electricity access Rwanda project, signed at Kigali and at Luxembourg, on 23 December 2020</p>	<p>Vu pour être annexé à la Loi n° 011/2021 du 02/03/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-vingts millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali et à Luxembourg, le 23 décembre 2020</p>
--	--	---

Kigali, 02/03/2021

(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>ITEGEKO N° 012/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y’U RWANDA N’IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N’IMPANO INGANA NA MILIYONI MIRONGO ITANU N’ESHATU N’IBIHUMBI MAGANA ATATU Z’AMADETESI (53.300.000 DTS) N’INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N’ENYE N’IBIHUMBI IJANA Z’AMAYERO (64.100.000 EUR) AGENEWE INKUNGA YA MBERE YO GUSHYIGIKIRA GAHUNDA Y’ITERAMBERE RY’UMUKOZI N’ITERAMBERE RUSANGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 17 UKUBOZA 2020</p>	<p>LAW N° 012/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-THREE MILLION, THREE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 53,300,000) AND CREDIT OF SIXTY-FOUR MILLION, ONE HUNDRED THOUSAND EUROS (EUR 64,100,000) FOR THE FIRST PROGRAMMATIC HUMAN CAPITAL FOR INCLUSIVE GROWTH DEVELOPMENT POLICY FINANCING, SIGNED IN KIGALI, RWANDA ON 17 DECEMBER 2020</p>	<p>LOI N° 012/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L’ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L’ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-TROIS MILLIONS TROIS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (53.300.000 DTS) ET AU CRÉDIT DE SOIXANTE-QUATRE MILLIONS CENT MILLE EUROS (64.100.000 EUR) POUR LE PREMIER FINANCEMENT À L’APPUI DE POLITIQUE DE DÉVELOPPEMENT EN FAVEUR DU CAPITAL HUMAIN ET D’UNE CROISSANCE INCLUSIVE, SIGNÉ À KIGALI, AU RWANDA LE 17 DÉCEMBRE 2020</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p>	<p><u>Article One:</u> Approval for ratification</p>	<p><u>Article premier:</u> Approbation pour ratification</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n’itorwa by’iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 012/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y’U RWANDA N’IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N’IMPANO INGANA NA MILIYONI MIRONGO ITANU N’ESHATU N’IBIHUMBI MAGANA ATATU Z’AMADETESI (53.300.000 DTS) N’INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N’ENYE N’IBIHUMBI IJANA Z’AMAYERO (64.100.000 EUR) AGENEWE INKUNGA YA MBERE YO GUSHYIGIKIRA GAHUNDA Y’ITERAMBERE RY’UMUKOZI N’ITERAMBERE RUSANGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 17 UKUBOZA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y’U RWANDA</p>	<p>LAW N° 012/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-THREE MILLION, THREE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 53,300,000) AND CREDIT OF SIXTY-FOUR MILLION, ONE HUNDRED THOUSAND EUROS (EUR 64,100,000) FOR THE FIRST PROGRAMMATIC HUMAN CAPITAL FOR INCLUSIVE GROWTH DEVELOPMENT POLICY FINANCING, SIGNED IN KIGALI, RWANDA ON 17 DECEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>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</p>	<p>LOI N° 012/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L’ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L’ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-TROIS MILLIONS TROIS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (53.300.000 DTS) ET AU CRÉDIT DE SOIXANTE-QUATRE MILLIONS CENT MILLE EUROS (64.100.000 EUR) POUR LE PREMIER FINANCEMENT À L’APPUI DE POLITIQUE DE DÉVELOPPEMENT EN FAVEUR DU CAPITAL HUMAIN ET D’UNE CROISSANCE INCLUSIVE, SIGNÉ À KIGALI, AU RWANDA LE 17 DÉCEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>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</p>
--	--	--

<p>INTEKO ISHINGA AMATEGEKO:</p> <p>Umutwe w'Abadepite, mu nama yawo yo ku wa 22 Mutarama 2021;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukozozi n'iterambere rusange, yashyirweho umukono i Kigali mu Rwanda ku wa 17 Ukuboza 2020;</p> <p>YEMEJE:</p>	<p>THE PARLIAMENT:</p> <p>The Chamber of Deputies, in its sitting of 22 January 2021;</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, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Financing Agreement, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-four million, one hundred thousand Euros (EUR 64,100,000) for the first programmatic human capital for inclusive growth development policy financing, signed in Kigali, Rwanda, on 17 December 2020;</p> <p>ADOPTS:</p>	<p>LE PARLEMENT:</p> <p>La Chambre des Députés, en sa séance du 22 janvier 2021;</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, 93, 106, 120, 122, 167, 168 et 176;</p> <p>Après examen de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda le 17 décembre 2020;</p> <p>ADOpte:</p>
---	--	---

<p><u>Ingingo ya mbere: Kwemera kwemeza burundu</u></p> <p>Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukozi n'iterambere rusange, yashyiriweho umukono i Kigali mu Rwanda ku wa 17 Ukuboza 2020, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u></p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u></p> <p>Iri tegeko ritangira gukurikizwa ku munsiri tangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article one: Approval for ratification</u></p> <p>The Financing Agreement, between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-four million, one hundred thousand Euros (EUR 64,100,000) for the first programmatic human capital for inclusive growth development policy financing, signed in Kigali, Rwanda, on 18 December 2020, in annex, is approved for ratification.</p> <p><u>Article 2: Drafting, consideration and adoption of this Law</u></p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3: Commencement</u></p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article premier: Approbation pour ratification</u></p> <p>L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda le 18 décembre 2020, en annexe, est approuvé pour ratification.</p> <p><u>Article 2: Initiation, examen et adoption de la présente loi</u></p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3: Entrée en vigueur</u></p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
--	--	---

Kigali, 02/03/2021

(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>UMUGEREKA W'ITEGEKO N° 012/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'ESHATU N'IBIHUMBI MAGANA ATATU Z'AMADETESI (53.300.000 DTS) N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ENYE N'IBIHUMBI IJANA Z'AMAYERO (64.100.000 EUR) AGENEWE INKUNGA YA MBERE YO GUSHYIGIKIRA GAHUNDA Y'ITERAMBERE RY'UMUKOZI N'ITERAMBERE RUSANGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 17 UKUBOZA 2020</p>	<p>ANNEX TO LAW N° 012/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-THREE MILLION, THREE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 53,300,000) AND CREDIT OF SIXTY-FOUR MILLION, ONE HUNDRED THOUSAND EUROS (EUR 64,100,000) FOR THE FIRST PROGRAMMATIC HUMAN CAPITAL FOR INCLUSIVE GROWTH DEVELOPMENT POLICY FINANCING, SIGNED IN KIGALI, RWANDA, ON 17 DECEMBER 2020</p>	<p>ANNEXE À LA LOI N° 012/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-TROIS MILLIONS TROIS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (53.300.000 DTS) ET AU CRÉDIT DE SOIXANTE-QUATRE MILLIONS CENT MILLE EUROS (64.100.000 EUR) POUR LE PREMIER FINANCEMENT À L'APPUI DE POLITIQUE DE DÉVELOPPEMENT EN FAVEUR DU CAPITAL HUMAIN ET D'UNE CROISSANCE INCLUSIVE, SIGNÉ À KIGALI, AU RWANDA LE 17 DÉCEMBRE 2020</p>
---	---	--

CREDIT NUMBER 6796 -RW
GRANT NUMBER D741-RW

Financing Agreement

**(First Programmatic Human Capital for Inclusive Growth
Development Policy Financing)**

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6796 -RW
GRANT NUMBER D741-RW

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts:
 - (a) an amount equivalent to fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000 (“Grant”); and
 - (b) an amount equivalent to sixty-four million, one hundred thousand Euros (EUR 64,100,000)
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.04. The Payment Dates are June1 and December1 in each year.

-2-

- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Euro.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
 - (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the Recipient's minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Ministry of Finance and Economic Planning
12 KN 3 Ave
P.O. Box 158
Kigali, Rwanda; and

(b) the Recipient's Electronic Address is:

Tel:	Fax:	E-mail:
+250 25 257 7581	+250 25 257 5756	mfin@minecofin.gov.rw

- 6.03. For purposes of Section 11.01 of the General Conditions: (a) the Association's address is:

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

(b) the Association's Electronic Address is:

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

-4-

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Uzziel Ndagijimana

Authorized Representative

Uzziel Ndagijimana

Name: _____

Title: _____ Minister of Finance and Economic Planning

Date: _____ 17-Dec-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Rolande Pryce

Authorized Representative

Rolande Pryce

Name: _____

Title: _____ Country Manager

Date: _____ 17-Dec-2020

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

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

1. To enhance debt transparency, the Recipient has through the Ministry of Finance and Economic Planning (MINECOFIN) operationalized Article 51.7 of Ministerial Order 00/16/10/TC Relating to Financial Regulations by approving and adopting a procedure manual on the process to be followed for the semi-annual publication of a debt statistical bulletin with comprehensive coverage of public debt and government guarantees, *as evidenced by minutes of the MINECOFIN meeting held on June 5, 2020 confirming the approval and adoption of the Internal Procedure Manual for Debt Statistical Bulletin and a copy of the approved manual dated June 2020.*
2. To enhance the COVID-19 emergency response and protect and build human capital, the Recipient, through the Ministry of Local Government (MINALOC), has developed and adopted VUP Policy Guidelines to scale-up and expand the Vision 2020 Umurenge Program by increasing coverage of Direct Support cash transfers, Nutrition Sensitive Direct Support (NSDS) cash transfers and expanded Public Works (ePW) schemes, *as evidenced by a letter dated June 19, 2020 from the PS MINALOC to the Association confirming due adoption of the VUP Policy Guidelines, and forwarding a copy of the VUP Policy Guidelines dated June 17, 2020 signed by the Minister of Local Government.*
3. To improve the financial sustainability of the community-based health insurance (CBHI) and enhance its membership, the Recipient, through the Prime Minister, has approved an increased level of transfers from domestic revenue sources to the CBHI, *as evidenced by a Prime Minister's Order No 105/03 of 30/09/2020 related to the CBHI Scheme Contributions published in Official Gazette n° Special of 01/10/2020.*
4. To enhance effective delivery of social programs to the poor and vulnerable, the Recipient, through the Ministry of Local Government (MINALOC), has developed and adopted Social Registry Policy Guidelines on the operationalization of a social registry that applies a welfare measurement scorecard on household profiling data, *as evidenced by a letter dated June 19, 2020 from the PS MINALOC to the Association, confirming adoption of the Social Registry Policy Guidelines and forwarding a copy of the Social Registry Policy Guidelines dated June 17, 2020 signed by the Minister of Local Government.*

-6-

5. To enhance timely and effective provision of Integrated Early Childhood Development (IECD) services in accordance with the National Early Childhood Development Program (NECDP) Strategic Plan, the Recipient has through the Minister of Gender and Family Promotion issued a ministerial order assigning to decentralized administrative entities responsibility for coordinating and monitoring the implementation of IECD services at their respective decentralized levels, *as evidenced by the Ministerial Order N°001/MIGEPROF/2020 Of 03/06/2020 Establishing Regulations on the Implementation of the Early Childhood Development Programme published in Official Gazette n° Special of 04/06/2020.*
6. To enhance the efficiency of student entry and flow in basic education by following minimum age criteria for admission in grade 1, the Recipient through its Cabinet has approved, adopted and submitted to Parliament the draft law “Governing Education in Rwanda”, *as evidenced by cabinet communique dated August 26, 2020, and letter No. 0414/P.M./2020 dated 10/15/2020, from the Prime Minister, Dr. Edouard Ngirente, to the President of the Chamber of Deputies of Parliament.*
7. To strengthen the quality of teaching and learning in basic education through an effective teacher management system, the Recipient has through the Executive issued Special Statutes Governing Teachers in Nursery, Primary, Secondary and Technical and Vocational Schools, *as evidenced by a Presidential Order No. 064/01 of March 16, 2020 published in Official Gazette N° 10 of March 16, 2020.*
8. To enhance institutional arrangements to better coordinate and manage delivery of services at the decentralized levels, the Recipient, through the Ministry of Public Service and Labor (MIFOTRA), has approved at national level new staffing structures at the district, sector, and cell levels, and initiated phased implementation in 26 districts, *as evidenced by MIFOTRA’s letter dated August 18, 2020 notifying the new structures and a letter from MINALOC dated August 28, 2020, confirming approval of the new cell structures by 26 District Councils.*
9. To enhance access to quality health services, the Recipient has through the Prime Minister approved an updated staffing structure that increases the number of skilled health professionals at each health facility, *as evidenced by revised Prime Minister’s Instructions No 001/03 of 01/09/2020 Determining Organisational Structure, Salaries and Fringe Benefits for Employees of Referral Hospitals, Provincial Hospitals, District Hospitals, Specialised Hospitals, Medicalised Heath Centres and Health Centres published in Official Gazette n° Special of 01/09/2020.*

Section II. Availability of Financing Proceeds

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

-7-

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

Allocations	Amount of the Grant Allocated (expressed in SDR)	Amount of the Credit Allocated (expressed in EUR)
Single Withdrawal Tranche	53,300,000	64,100,000
TOTAL AMOUNT	53,300,000	64,100,000

C. Withdrawal Tranche Release Conditions.

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

D. Deposit of Financing Amounts.

1. The Recipient, within thirty (30) days after the withdrawal of the Financing from the Financing Account, shall report to the Association: (a) the exact sum received into the Foreign Currency Dedicated Account; (b) the details of the account to which the Rwandan Franc equivalent of the Financing proceeds will be credited; (c) the record that an equivalent amount has been accounted for in the Recipient's budget management systems; and (d) the statement of receipts and disbursement of the Foreign Currency Dedicated Account.

E. Audit. Upon the Association's request, the Recipient shall:

1. have the account referred to in Section 2.03(a) of the General Conditions audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
2. furnish to the Association as soon as available, but, in any case, not later than three (3) months after the end of the Association's fiscal year, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association and

-8-

3. furnish to the Association such other information concerning the account referred to in Section 2.03(a) of the General Conditions and its audit as the Association shall reasonably request.
- F. Closing Date.** The Closing Date is June 30, 2023.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing June 1, 2027 to and including December 1, 2058	1.5625%

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

APPENDIX

Section I. Definitions

1. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
2. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
3. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Development Policy Financing”, dated December 14, 2018 (revised on August 1, 2020).
4. “MIFOTRA” means the Recipient’s Ministry of Public Service and Labor.
5. “MINALOC” means the Recipient’s Ministry of Local Government.
6. “MINECOFIN” means the Recipient’s Ministry of Finance and Economic Planning.
7. “Minister of Local Government” means the Recipient’s minister responsible for local government.
8. “Program” means: the program of objectives, policies, and actions set forth or referred to in the letter dated September 4, 2020 from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program’s objectives.
9. “Rwandan Franc” means to the Recipient’s local currency.
10. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
11. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

-11-

12. “Social Registry Policy Guidelines” means the Recipient’s Policy Guidelines for operationalization of the Social Registry dated June 17, 2020 issued by the Ministry of Local Government.
13. “VUP Policy Guidelines” means the Recipient’s Policy Guidelines on Expansion of the Social Safety Net, Vision 2020 Umurenge Programme to advance Human Capital Development Agenda and support families affected by COVID-19 Pandemic through Nutrition Sensitive Direct Support and Expanded Public Works dated June 17, 2020 issued by the Ministry of Local Government.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 012/2021 ryo ku wa 02/03/2021 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukozi n'iterambere rusange, yashyiriweho umukono i Kigali mu Rwanda, ku wa 17 Ukuboza 2020</p>	<p>Seen to be annexed to Law n° 012/2021 of 02/03/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-four million, one hundred thousand Euros (EUR 64,100,000) for the First Programmatic Human Capital for Inclusive Growth Development Policy Financing, signed in Kigali, Rwanda, on 17 December 2020</p>	<p>Vu pour être annexé à la Loi n° 012/2021 du 02/03/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda, le 17 décembre 2020</p>
--	--	--

Kigali, 02/03/2021

(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>ITEGEKO N° 013/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GISHINZWE ITERAMBERE RY'UBUHINZI (IFAD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA INANI NA MIRONGO ITANU Z'AMADETESI (10.850.000 DTS) AGENEWE GAHUNDA Y'UBUFATANYE BUGAMIJE GUSHYIRAHU AMASOKO RUSANGE AHAMYE Y'AMATUNGO MAGUFI (PRISM), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA N'I ROMA MU BUTALIYANI KU WA 10 UKUBOZA 2020</p>	<p>LAW N° 013/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD), RELATING TO THE LOAN OF TEN MILLION EIGHT HUNDRED FIFTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,850,000) FOR THE PARTNERSHIP FOR RESILIENT AND INCLUSIVE SMALL LIVESTOCK MARKETS PROGRAM (PRISM), SIGNED IN KIGALI, RWANDA AND IN ROME, ITALY ON 10 DECEMBER 2020</p>	<p>LOI N° 013/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL DE DÉVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRÊT DE DIX MILLIONS HUIT CENT CINQUANTE MILLE DROITS DE TIRAGE SPÉCIAUX (10.850.000 DTS) POUR LE PROGRAMME DE PARTENARIAT EN FAVEUR DE MARCHÉS DU PETIT ÉLEVAGE RÉSILIENTS ET INCLUSIFS (PRISM), SIGNÉ À KIGALI, AU RWANDA ET À ROME, EN ITALIE LE 10 DÉCEMBRE 2020</p>
<p><u>ISHAKIRO</u></p>	<p><u>TABLE OF CONTENTS</u></p>	<p><u>TABLE DES MATIÈRES</u></p>
<p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p>	<p><u>Article One:</u> Approval for ratification</p>	<p><u>Article premier:</u> Approbation pour ratification</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 013/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GISHINZWE ITERAMBERE RY'UBUHINZI (IFAD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA INANI NA MIRONGO ITANU Z'AMADETESI (10.850.000 DTS) AGENEWE GAHUNDA Y'UBUFATANYE BUGAMIJE GUSHYIRAHU AMASOKO RUSANGE AHAMYE Y'AMATUNGO MAGUFI (PRISM), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA N'I ROMA MU BUTALIYANI KU WA 10 UKUBOZA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>INTEKO ISHINGA AMATEGEKO YEMEJE, NONE NATWE DUHAMIJE, DUTANGAJE ITEGEKO RITEYE RITYA KANDI DUTEGETSE KO RITANGAZWA MU IGAZETI YA LETA YA REPUBULIKA Y'U RWANDA</p> <p>INTEKO ISHINGA AMATEGEKO:</p>	<p>LAW N° 013/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD), RELATING TO THE LOAN OF TEN MILLION EIGHT HUNDRED FIFTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,850,000) FOR THE PARTNERSHIP FOR RESILIENT AND INCLUSIVE SMALL LIVESTOCK MARKETS PROGRAM (PRISM), SIGNED IN KIGALI, RWANDA AND IN ROME, ITALY ON 10 DECEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</p> <p>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</p> <p>THE PARLIAMENT:</p>	<p>LOI N° 013/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL DE DÉVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRÊT DE DIX MILLIONS HUIT CENT CINQUANTE MILLE DROITS DE TIRAGE SPÉCIAUX (10.850.000 DTS) POUR LE PROGRAMME DE PARTENARIAT EN FAVEUR DE MARCHÉS DU PETIT ÉLEVAGE RÉSILIENS ET INCLUSIFS (PRISM), SIGNÉ À KIGALI, AU RWANDA ET À ROME, EN ITALIE LE 10 DÉCEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République;</p> <p>LE PARLEMENT A ADOPTÉ, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENUEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p> <p>LE PARLEMENT:</p>
---	---	---

<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 22 Mutarama 2021;</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 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gishinzwe Iterambere ry'Ubumunsi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyiriweho umukono i Kigali mu Rwanda n'i Roma mu Butaliyani ku wa 10 Ukuboza 2020;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera Kwemeza burundu</p> <p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega</p>	<p>The Chamber of Deputies, in its sitting of 22 January 2021;</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, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Financing Agreement, between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for the Resilient and Inclusive Small livestock Markets Program (PRISM), signed in Kigali, Rwanda and in Rome, Italy on 10 December 2020;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Financing Agreement, between the Republic of Rwanda and the International</p>	<p>La Chambre des Députés, en sa séance du 22 janvier 2021;</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, 93, 106, 120, 122, 167, 168 et 176 ;</p> <p>Après examen de l'Accord de financement entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda et à Rome, en Italie le 10 décembre 2020 ;</p> <p>ADOpte:</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de financement entre la République du Rwanda et le Fonds International de</p>
--	---	--

<p>Mpuzamahanga gishinzwe Iterambere ry'Ubumunsi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyirweho umukono i Kigali mu Rwanda n'i Roma mu Butaliyani ku wa 10 Ukuboza 2020, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for Resilient and Inclusive Small livestock Markets Program (PRISM), signed in Kigali, Rwanda and in Rome, Italy on 10 December 2020, in annex, is approved for ratification.</p>	<p>Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda et à Rome, en Italie le 10 décembre 2020, en annexe, est approuvé pour ratification.</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>
<p>Iri tegeko ritangira gukurikizwa ku munsiri ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 02/03/2021

(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>UMUGEREKA W'ITEGEKO N° 013/2021 RYO KU WA 02/03/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GISHINZWE ITERAMBERE RY'UBUHINZI (IFAD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA INANI NA MIRONGO ITANU Z'AMADETESI (10.850.000 DTS) AGENEWE GAHUNDA Y'UBUFATANYE BUGAMIJE GUSHYIRAHU AMASOKO RUSANGE AHAMYE Y'AMATUNGO MAGUFI (PRISM), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 UGUSHYINGO 2020 N'I ROMA MU BUTALIYANI, KU WA 10 UKUBOZA 2020</p>	<p>ANNEX TO LAW N° 013/2021 OF 02/03/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD), RELATING TO THE LOAN OF TEN MILLION EIGHT HUNDRED FIFTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,850,000) FOR THE PARTNERSHIP FOR RESILIENT AND INCLUSIVE SMALL LIVESTOCK MARKETS (PRISM) PROGRAMME, SIGNED IN KIGALI, RWANDA, ON 27 NOVEMBER 2020 AND IN ROME, ITALY, ON 10 DECEMBER 2020</p>	<p>ANNEXE À LA LOI N° 013/2021 DU 02/03/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL DE DÉVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRÊT DE DIX MILLIONS HUIT CENT CINQUANTE MILLE DROITS DE TIRAGE SPÉCIAUX (10.850.000 DTS) POUR LE PROGRAMME DE PARTENARIAT EN FAVEUR DE MARCHÉS DU PETIT ÉLEVAGE RÉSILIENTS ET INCLUSIFS (PRISM), SIGNÉ À KIGALI, AU RWANDA, LE 27 NOVEMBRE 2020 ET À ROME, EN ITALIE, LE 10 DÉCEMBRE 2020</p>
--	---	---

LOAN NO. 2000003086

FINANCING AGREEMENT

Partnership for Resilient and Inclusive Small Livestock Markets (PRISM)

between the

THE REPUBLIC OF RWANDA

and the

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

Signed in Kigali, Rwanda and in Rome, Italy

FINANCING AGREEMENT

Loan No: 2000003086

Programme: Partnership for Resilient and Inclusive Small Livestock Markets ("the Programme" or "PRISM")

The Republic of Rwanda (the "Borrower")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

(each a "Party" and both of them collectively the "Parties")

WHEREAS the Borrower has requested financing from the Fund for the purpose of financing the PRISM;

WHEREAS, the Programme is expected to receive co-financing from Heifer International (Heifer) and from the Belgian Development Agency (ENABEL);

WHEREAS, the Fund has agreed to provide a loan for the Programme to finance the activities described in Schedule 1 to this Agreement (the Activities);

NOW THEREFORE, the Parties hereby agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Programme Description and Implementation Arrangements (Schedule 1), the Allocation Table (Schedule 2), the Special Covenants (Schedule 3) and the General Conditions. In the event of a conflict between this document and any of the Schedules, the provisions of this document shall take precedence.

2. All provisions of the Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of December 2018, and as may be amended hereafter from time to time (the "General Conditions") shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein, unless the Parties otherwise agree in this Agreement.

3. The Fund shall provide a Loan (the "Financing") to the Borrower which the Borrower shall use to implement the PRISM in accordance with the terms and conditions of this Agreement.

Section B

1. The amount of the Loan is SDR 10 850 000 (ten million and eight hundred and fifty thousand Special Drawing Rights).

2. The Loan is granted on highly concessional terms, and shall be free of interest but shall bear a fixed service charge as determined by the Fund at the date of approval of the Loan by the Fund's Executive Board, payable semi-annually in the Loan Service Payment Currency. The Loan shall have a maturity period of forty (40) years, including a grace period of ten (10) years starting from the date of approval of the Loan by the Fund's Executive Board. The principal is to be repaid at 4.5 per cent of the total principal per annum for years eleven (11) to thirty (30), and 1 per cent of the total principal per annum for years thirty first (31) to forty (40).

3. The Loan Service Payment Currency shall be the US dollar.
4. The first day of the applicable Fiscal Year shall be July 1st.
5. Payments of principal and service charge shall be payable on each 1 April and 1 October.
6. There shall be one Designated Account in USD for IFAD resources, for the exclusive use of the Programme opened in the National Bank of Rwanda. The Borrower shall inform the Fund of the officials authorized to operate the Designated Account.
7. There shall be one Programme Operations Account for IFAD resources in Rwandan francs (RWF) opened by the Lead Programme Agency in the National Bank of Rwanda.
8. The Borrower shall provide counterpart financing for the Programme in an amount equivalent to approximately three million three hundred thousand US dollars (USD 3.3 million) to cover taxes for the Programme and land allocation for youth beneficiaries. The Borrower shall also cause the participating districts to contribute services and training in kind to the Programme, estimated at approximately 0.7 million USD.

Section C

1. The Lead Programme Agency shall be the Rwanda Agriculture and Animal Resources Development Board (RAB) of the Ministry of Agriculture and Animal Resources (MINAGRI) of the Borrower.
2. Additional Programme Parties include those parties responsible for the implementation of any part of the Programme and any other parties deemed necessary by the Lead Programme Agency.
3. The Programme Completion Date shall be approximately sixty (60) months after the date of entry into force of this Agreement or such other date as the Fund may designate by notice to the Borrower and the Financing Closing Date will be established as specified in the General Conditions. The Agreement shall enter into force on the date of receipt by the Fund of the instrument of ratification.
4. Mid-term review. A Mid-Term Review will be conducted as specified in Section 8.03 (b) and (c) of the General Conditions; however, the Parties may agree on a different date for the Mid-Term Review of the Implementation of the Programme.

Section D

The Loan will be administered and the Programme supervised by IFAD.

Section E

1. The following are designated as additional grounds for suspension of the right of the Borrower to request disbursements:
 - (a) The Programme Implementation Manual (PIM) and/or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior agreement of IFAD and IFAD, after consultation with the Borrower, has determined that it has had, or is likely to have, a material adverse effect on the Programme.

- (b) The Programme Manager or other key Programme staff (Heads of Financial Management, Procurement and M&E officer) have been removed from the Programme without the prior consultation with the Fund;
2. The following are designated as additional general conditions precedent to withdrawal:
- (a) The IFAD no objection to the PIM shall have been obtained;
- (b) The Programme Steering Committee (PSC) shall have been established;
- (c) The Programme Operations Manager and dedicated Programme Accountant shall have been appointed.
3. This Agreement is subject to ratification by the Borrower.
4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower:

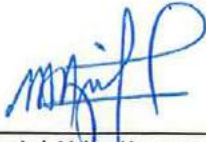
The Minister of Finance and Economic Planning
Ministry of Finance and Economic Planning
P.O. Box 158 Kigali
The Republic of Rwanda

For the Fund:

The President
International Fund for Agricultural Development
Via Paolo di Dono 44
00142 Rome, Italy

This Agreement, has been prepared in the English language in two (2) original copies, one (1) for the Fund and one (1) for the Borrower and shall enter into force as provided for in Section 13.01 of the General Conditions.

REPUBLIC OF RWANDA



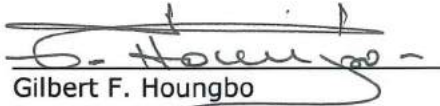
Uzziel Ndagiimana
Minister for Finance and
Economic Planning



Date:

27/11/2020

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT


Gilbert F. Hounbo
President

Date: 10 Dec 2020

Schedule 1*Programme Description and Implementation Arrangements***I. Programme Description****1. Programme overall objective**

The overall objective of the Programme is to reduce poverty by empowering poor rural men, women and youth to participate in the transformation of the Rwanda livestock sector and to enhance their resilience. Specifically, the Programme seeks to increase competitiveness and profitability of the small livestock sector for the provision of quality products from smallholder producers to domestic and regional consumers.

2. Programme Goal

The Programme Goal is to improve food and nutrition security and incomes of poor rural households through better performance of the value chains.

3. Partnership with ENABEL and HEIFER

PRISM is a partnership programme implemented by the Rwanda Agriculture and Animal Resources Development Board (RAB), jointly supported by IFAD, the Belgian Development Agency (ENABEL) and Heifer International (which has also an implementing role). The Programme consists of two complementary interventions, one is supported by IFAD through this Agreement, the other is supported by ENABEL through a separate agreement, whose content and strategies have been aligned, and will be implemented jointly under a common implementation mechanism.

4. Programme area

The IFAD Financing will target a total of 15 districts across the northern, southern and western provinces of Rwanda. The selection of the districts and their respective sectors will be based on the incidence of poverty and food insecurity as well as the comparative advantage for the development of the targeted small livestock value chains. The ENABEL-funded interventions will be concentrating on areas with higher potential for market-oriented poultry and pig production.

5. Target population

PRISM will directly target a total of 26,355 poor rural households belonging to *Ubudehe* categories 1, 2 and 3: (i) 23,400 poor and food insecure rural households (approximately 88,000 household members in categories 1 and 2) will benefit from a pro-poor graduation pathway, tailoring the services provided to the socio-economic conditions and specific households' needs; (ii) 1,530 rural youth will receive support to organize themselves into small livestock production cooperatives, and (iii) 1,425 market-oriented producers (mostly from categories 2 and 3) will be supported through a combination of technical, business and financial capacity building.

PRISM will ensure that women and men equally benefit from its interventions; at least 50 per cent of the targeted beneficiaries will be women and at least 30 per cent will be youth. ENABEL intervention will focus more on supporting already established smallholder commercial farmers and private firms (suppliers and processors) and will target additional 21,254 beneficiaries. IFAD-ENABEL partnership will allow to target and support different actors in the small livestock value chains, with inclusive tailored strategies, leveraging the comparative advantages of the two agencies.

6. Components

PRISM will have the following interlinked and mutually supporting components: (i) Climate-smart intensification of small livestock production systems; (ii) Support to small livestock value chain development; and (iii) Policy support and coordination.

Component 1: Climate-smart intensification of small livestock production systems.

Social mobilization and graduation of vulnerable households. Heifer International will co-finance and implement this intervention, targeting 23,400 poor and food insecure rural households through a pro-poor graduation pathway, which is designed to strengthen the capacity of the most vulnerable smallholder farmers (*Ubudehe* 1 and 2) while linking them to markets. The topics covered include financial literacy, nutrition education, business management and gender equity to increase their production and productivity. ENABEL will apply the Farmer Field School approach, targeting 12,000 households selected among the most market-oriented, to complement the Heifer activities.

Support climate smart innovations in production. In order to mitigate potential negative impact of small livestock production intensification, the Programme will promote several activities including: (i) promotion of agroforestry for enhanced feed efficiency; (ii) manure management through adoption of biogas system and composting; and (iii) installation of rainwater harvesting facilities for improved water use efficiency.

Improve animal health status and genetic potential of small livestock. In communities benefitting from the graduation pathway, Community Agro-Vet Entrepreneurs will be identified, trained and deployed to support animal well-being across all value chains, and community animal health funds will be established to manage health risk. The Programme will provide support to RAB and private actors to build livestock assets and improve livestock stock and management. The Programme will also strengthen (i) the epidemio-surveillance capacities of veterinary services; (ii) the preparedness to sanitary crisis by supporting the development of contingency plans; (iii) the organization of disease outbreak simulation exercises; and (iv) the establishment of a disease contingency fund for major disease outbreaks.

Component 2: Support to small livestock value chain development

Support to animal feed industry. ENABEL will support the animal feed industry with a focus on quality locally produced raw materials, in order to reduce the country dependency on imports. The Programme will develop a profitable, resilient and sustainable soya and maize farms network connected to feed companies through the out-grower company model.

Productive Alliances with input suppliers and market facilitation in small livestock value chains. Productive alliances will be sought in the commercial poultry and pig value chains, building on arrangements (vertical contracts) that are already used by Rwandan animal feed manufacturers to expand their customer outreach. The beneficiaries of these productive alliances will typically belong to *Ubudehe* categories 2 and 3, already engaged in commercial activities, but also smallholder farmers from category 1, supported under component 1, which will manage to 'graduate' and produce a surplus.

Support to youth entrepreneurship in production. PRISM will target unemployed rural youth who are willing to start small livestock production enterprises and will assist them to establish viable and profitable production units, linking them to markets and services. The support will include initial intensive technical and business management support, continuous tutoring through business coaches, provision of start-up capital for investment and working capital, and linkages to financial service providers.

Support to financial institutions. PRISM will facilitate linkage of the smallholder farmers under productive alliance with the financial sector, to finance investments and working capital. It will also contribute to linking (i) vulnerable households under the graduation pathway to formal financial services and (ii) youth and private investors to financial institutions for start-up business development financing.

Component 3: Policy support and coordination

Policy and regulatory support. PRISM will support the formulation of new sector strategies and policies and the updating or formulation and enforcement of food safety and animal welfare regulatory frameworks. It will also provide capacity building support to RAB to improve skills of key staff on technical domains related to small livestock.

Support to national producers organizations and multi-stakeholder fora. PRISM will provide institutional support to existing or emerging national farmer's organizations within the targeted small livestock value chain to enable them to increase their competitiveness, visibility and their outreach. Small livestock multi-stakeholder fora will be established at regional and national level to facilitate negotiations between value chain actors and their participation in policy dialogue.

II. Implementation Arrangements**8. Lead Programme Agency**

The Lead Programme Agency will be the RAB, under the auspices of MINAGRI. The IFAD and ENABEL supported interventions will be managed by a single programme management team, co-financed by both partners, and placed under the coordination of the SPIU coordinator.

9. Single Programme/Project Implementation Unit (SPIU).

PRISM will be implemented through the SPIU under RAB. The IFAD and ENABEL supported interventions will be managed by a single programme management team, co-financed by both partners, and placed under the coordination of the SPIU coordinator.

The Programme staff in charge of IFAD supported interventions will be composed of a Programme Operations Manager, a Livestock Specialist, a Rural Finance Specialist, a Programme Accountant, a Monitoring and Evaluation (M&E) Officer and a Procurement Officer, and they will be supported by existing SPIU staff on the crosscutting aspects as well as district Programme Coordinators and district Focal Points. The Financing will not be used to support staff salaries under ENABEL supported interventions. However, the Parties may discuss on additional ways to harmonize and optimize on specific requirements for Programme staff, in line with the respective requirements of the Parties.

10. Programme Steering Committee (PSC)

A common PSC will be established for IFAD and ENABEL supported interventions and chaired by the Permanent Secretary (PS), MINAGRI. The main responsibilities of the PSC will be to provide policy guidance and orientations at national level, to assess the implementation progress of the Programme, to approve AWPB and progress reports and to decide on corrective measures where appropriate. The PSC will meet at least four times a year. Detailed Terms of Reference (ToRs) and membership of the PSC are included in the PIM.

11. Programme Technical Coordination Committee (PTCC)

A PTCC will address technical and implementation issues, including those related to the coordination between partners and alignment between interventions will be composed of all implementation partners. It will be chaired by RAB. The PTCC will meet on a quarterly basis, one month ahead of the PSC meetings.

12. Partnerships

PRISM will create partnerships with decentralized entities in order to finance activities which are under the Districts. Same partnerships will be created with relevant Borrower's specialized technical agencies, such as the Rwanda Standard Board, Agriculture and Livestock Inspection and Certification Services, the Rwanda Cooperative Agency and the Rwanda Youth in Agribusiness Forum (RYAF).

The Programme will be engaged in a partnership with ENABEL and with Heifer International, which will be also a key implementing partner.

A separate agreement will be signed between Borrower/MINAGRI and Heifer International, and other implementing partners, for the implementation of the activities as described in this Schedule.

13. Programme Implementation Manual (PIM)

The Borrower will finalize the development of the Programme Implementation Manual (PIM) for the Fund's consideration and approval. The PIM will provide more details on roles and responsibilities of the Programme and implementing parties to ensure full coordination among all partners involved in implementation, implementation arrangements for the Contingency Fund, financial management requirements, include bank accounts and audit arrangements, the establishment of a grievance redress mechanism, and M&E and reporting requirements. The PIM reflects IFAD's no tolerance for Sexual Harassment (SH)/ Sexual Exploitation and Abuse (SEA) in the Programme.

Schedule 2*Allocation Table*

1. *Allocation of Loan Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan, the allocation of amounts to each category of Financing and the percentage of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (expressed in SDR)	Allocation net of tax and other financiers' contribution, including Government
I. Works	1 550 000	100%
II. Services	2 250 000	100%
III. Consultancies	580 000	100%
IV. Contingency Fund (Goods, services & inputs)	330 000	100%
V. Goods & inputs	2 700 000	100%
VI. Vehicles	50 000	100%
VII. Training	1 240 000	100%
VIII. Recurrent costs	1 050 000	100%
Unallocated	1 100 000	
Total	10 850 000	

(b) The terms used in the Table above are defined as follows:

- (i) "Contingency Fund (Goods, services & inputs)" is an instrument to finance emergency responses in case of sanitary crisis. The operational modalities and criteria for eligibility will be defined in the PIM.
- (ii) "Goods & inputs" includes equipment and materials for building animal shelters and start up packages for Programme beneficiaries;
- (iii) "Vehicles" includes motorbikes;
- (iv) "Training" includes building institutional capacity, support to national producer organizations, support to farmer organizations and technical and business capacity building for youth; and
- (v) "Recurrent costs" includes salaries, allowances and operating costs.

(c) The Parties agree that reallocation of funds during the implementation of the Programme by mutual agreement is possible, should the necessity arises.

2. *Disbursement arrangements.*

Start-up Advance. Withdrawals in respect of expenditures for start-up costs incurred before the satisfaction of the general conditions precedent to withdrawal shall not exceed an aggregate amount of USD 150 000, limited to categories II, IV and VII. Activities to be financed by Start-up Advance will require the no objection from IFAD to be considered eligible.

3. *Procurement arrangements*

The procurement of goods, works and services under the Programme shall be conducted in accordance with the provisions of IFAD's Project Procurement Guidelines and Procurement Handbook as well as with the operational procedures and any other measures identified by IFAD.

Schedule 3*Special Covenants*

In accordance with Section 12.01(a)(xxiii) of the General Conditions, the Fund may suspend, in whole or in part, the right of the Borrower to request withdrawals from the Loan Account if the Borrower has defaulted in the performance of any covenant set forth below, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Programme:

1. Within 3 months of entry into force of the Financing Agreement, the Parties shall carry out an assessment of the alignment of the Integrated Financial Management Information System (IFMIS) to IFAD's financial reporting requirements and the Borrower shall commit to carrying out any necessary customization as required.

2. *Planning, Monitoring and Evaluation.* M&E functions will be effectively supported by a Management Information System (MIS). The MIS will be aligned with MINAGRI's new MIS and with IFAD's new Operational Results Management System (ORMS). A baseline, mid-term and completion survey will be conducted. The Minimum Diversity Diet for Women (MDD-W) will be integrated into the baseline and follow-up surveys.

Planning will be done jointly for the IFAD and ENABEL supported interventions. A single annual work plan and budget (AWPB) will be developed. The AWPB will be informed by an assessment of current implementation progress and will describe the strategic direction of the Programme for the coming year along with results expected (targets) under each component and how those results will be achieved. This will be complemented by a resource plan, budget and risk analysis for each result. Previous year performance and challenges will be analysed to define review and adjust planning and generate lessons. The AWPB will include plans for training and technical assistance, M&E, including the procurement plan for the year in question.

3. *Gender.* A Gender, Targeting and Community Mobilisation Specialist shall be appointed in the MINAGRI SPIU to coordinate the implementation of the gender and targeting strategies.

4. *Preventing gender based violence in the agricultural sector.* The Programme will contribute to reducing any harmful act based on gender through: (i) sensitization on the importance of addressing Gender Based Violence (GBV), application of IFAD's no tolerance for Sexual Harassment (SH) /Sexual Exploitation and Abuse (SEA) for Programme staff and Programme's activities and operations; (ii) map out and partner with GBV prevention and response actors in Programme adjoining communities; (iii) have GBV risks adequately reflected in all safeguards instruments, contracts with suppliers and other third parties to be funded with IFAD funds.

5. *Nutrition.* To support beneficiaries in addressing gaps in nutrition knowledge, the Programme will carry out nutrition education at the household level and with the youth small livestock production enterprises. To coordinate nutrition-oriented activities, the Programme will contract a Nutrition Specialist as part of the Programme staff at the central level.

6. *Compliance with the Social Environmental and Climate Assessment Procedures (SECAP).* The Borrower shall ensure that the Programme will be implemented in compliance with IFAD's SECAP and more specifically that the following measures shall be taken: (a) all Programme activities are implemented in strict conformity with the Borrower's relevant laws/regulations; (b) proposals for civil works include confirmation that no involuntary land acquisition or resettlement is required under the Programme. In the event of unforeseen land acquisition or involuntary resettlement under the Programme, the Borrower shall

immediately inform the Fund and prepare the necessary planning documents; (c) women and men shall be paid equal remuneration for work of equal value under the Programme; (d) recourse to child labour is not made under the Programme; (e) the measures included in the Gender strategy of the Programme are undertaken, and the resources needed for their implementation are made available, in a timely manner; and (f) all necessary and appropriate measures to implement the Gender strategy to ensure that women can participate and benefit equitably under the Programme are duly taken.

Under component 1 on support for climate smart- Innovations, the Programme will promote several activities for mainstreaming environmental management and climate change adaptation and mitigation in order to mitigate potential negative impact of small livestock production intensification. These activities will include: (i) enhanced feed efficiency through the promotion of fodder trees and shrub species (agroforestry) and use of crop residues at farm level; (ii) manure management through adoption of biogas systems and composting; (iii) improved water efficiency through rainwater harvesting facilities installed at farm level; and (iv) promotion of the use of solar energy for pig and poultry farms.

Under component 2, on Market Facilitation in Small Livestock Value Chains, the Programme will support the alignment of the private sector and compliance to national regulations pertaining to water and energy efficiency, waste management (e.g. biogas) and wastewater treatment or sewerage facilities and adequate washing facilities (e.g. running cold and hot or warm water).

7. *Anticorruption Measures.* The Borrower shall comply with IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, taking appropriate action to prevent, mitigate and combat Prohibited Practices.

8. *Grievance redress mechanisms (GRM).* Communities and individuals who believe that they are adversely affected by PRISM can submit complaints through the grievance redress mechanism of the Programme. The PIM will include the details and description of the GRM process.

9. *Use of Programme Vehicles and Other Equipment.* The Borrower shall ensure that:
- (a) all vehicles and other equipment procured under the Programme are allocated to the SPIU and other Implementing Agencies;
 - (b) The types of vehicles and other equipment procured under the Programme are appropriate to the needs of the Programme; and
 - (c) All vehicles and other equipment transferred to or procured under the Programme are dedicated solely to Programme use.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 013/2021 ryo ku wa 02/03/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gishinzwe Iterambere ry'Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Ugushyingo 2020 n'i Roma mu Butaliyani, ku wa 10 Ukuboza 2020</p>	<p>Seen to be annexed to Law n° 013/2021 of 02/03/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for Resilient and Inclusive Small Livestock Markets (PRISM) Programme, signed in Kigali, Rwanda, on 27 November 2020 and in Rome, Italy, on 10 December 2020</p>	<p>Vu pour être annexé à la Loi n° 013/2021 du 02/03/2021 approuvant la ratification l'Accord de financement entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda, le 27 novembre 2020 et à Rome, en Italie, le 10 décembre 2020</p>
---	--	---

Kigali, 02/03/2021

(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>ITEKA RYA PEREZIDA N° 022/01 RYO KU WA 02/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UMURYANGO W'UBUMWE BW'UBURAYI Y'ISHORAMARI, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO GUKWIRAKWIZA AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI N'I LUXEMBOURG, KU WA 23 UKUBOZA 2020</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 022/01 OF 02/03/2021 RATIFYING THE FINANCE CONTRACT BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ELECTRICITY ACCESS RWANDA PROJECT, SIGNED AT KIGALI AND AT LUXEMBOURG, ON 23 DECEMBER 2020</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 02/03/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE EUROPÉENNE D'INVESTISSEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGTS MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI ET À LUXEMBOURG, LE 23 DÉCEMBRE 2020</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
---	---	---

<p>ITEKA RYA PEREZIDA N° 022/01 RYO KU WA 02/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UMURYANGO W'UBUMWE BW'UBURAYI Y'ISHORAMARI, YEREKERANYE N'INGUZANYO INANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO GUKWIRAKWIZA AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI N'I LUXEMBOURG, KU WA 23 UKUBOZA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</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>Dushingiye ku Itegeko n° 011/2021 ryo ku wa 02/03/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi</p>	<p>PRESIDENTIAL ORDER N° 022/01 OF 02/03/2021 RATIFYING THE FINANCE CONTRACT BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ELECTRICITY ACCESS RWANDA PROJECT, SIGNED AT KIGALI AND AT LUXEMBOURG, ON 23 DECEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</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>Pursuant to Law n° 011/2021 of 02/03/2021 approving the ratification of the Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million Euros (EUR</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 02/03/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE EUROPÉENNE D'INVESTISSEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGTS MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI ET À LUXEMBOURG, LE 23 DÉCEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République ;</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>Vu la Loi n° 011/2021 du 02/03/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-vingts millions d'Euros</p>
--	---	--

<p>y'Ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda n'i Luxembourg muri Luxembourg, ku wa 23 Ukuboza 2020;</p> <p>Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi y'Ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali n'i Luxembourg, ku wa 23 Ukuboza 2020;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi</p>	<p>80,000,000) for electricity access Rwanda project, signed in Kigali, Rwanda and in Luxembourg, Luxembourg, on 23 December 2020;</p> <p>Considering the Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million Euros (EUR 80,000,000) for electricity access Rwanda project, signed at Kigali and at Luxembourg, on 23 December 2020;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million</p>	<p>(80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali, au Rwanda et à Luxembourg, au Luxembourg, le 23 décembre 2020;</p> <p>Considérant l'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-vingts millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali et à Luxembourg, le 23 décembre 2020;</p> <p>Sur proposition du Ministre des Finances et de la Planification Économique;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-</p>
--	---	---

<p>y'Ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mironko inani z'Amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyirweho umukono i Kigali n'i Luxembourg, ku wa 23 Ukuboza 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ibikorwa Remezo bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsiri ritangirijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>Euros (EUR 80,000,000) for electricity access Rwanda project, signed at Kigali and at Luxembourg, on 23 December 2020, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Infrastructure are entrusted with the implementation of this Order.</p> <p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda</p>	<p>vingts millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali et à Luxembourg, le 23 décembre 2020, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre des Infrastructures sont chargés de l'exécution du présent arrêté.</p> <p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
---	---	---

Kigali, 02/03/2021

(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>UMUGEREKA W'ITEKA RYA PEREZIDA N° 022/01 RYO KU WA 02/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA NA BANKI Y'UMURYANGO W'UBUMWE BW'UBURAYI Y'ISHORAMARI, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO GUKWIRAKWIZA AMASHANYARAZI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI N'I LUXEMBOURG, KU WA 23 UKUBOZA 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 022/01 OF 02/03/2021 RATIFYING THE FINANCE CONTRACT BETWEEN THE REPUBLIC OF RWANDA AND THE EUROPEAN INVESTMENT BANK, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ELECTRICITY ACCESS RWANDA PROJECT, SIGNED AT KIGALI AND AT LUXEMBOURG, ON 23 DECEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 022/01 DU 02/03/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LA BANQUE EUROPÉENNE D'INVESTISSEMENT, RELATIF AU CRÉDIT DE QUATRE-VINGTS MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉLECTRICITÉ AU RWANDA, SIGNÉ À KIGALI ET À LUXEMBOURG, LE 23 DÉCEMBRE 2020</p>
---	--	---

Contract Number (FI N°) 01000

Operation Number (Serapis N°) 2020-0030

ELECTRICITY ACCESS RWANDA

Finance Contract

between the

Republic of Rwanda

and

European Investment Bank

Kigali, 23rd December 2020
Luxembourg, 23rd December 2020





WHEREAS:	6
INTERPRETATION AND DEFINITIONS	8
ARTICLE 1	15
1.1 AMOUNT OF CREDIT	15
1.2 DISBURSEMENT PROCEDURE	15
1.2.A TRANCHES	15
1.2.B DISBURSEMENT REQUEST	15
1.2.C DISBURSEMENT NOTICE	15
1.2.D DISBURSEMENT ACCOUNT	16
1.3 CURRENCY OF DISBURSEMENT	16
1.4 CONDITIONS OF DISBURSEMENT	16
1.4.A CONDITION PRECEDENT TO THE FIRST DISBURSEMENT REQUEST	16
1.4.B FIRST TRANCHE	16
1.4.C ALL TRANCHES	17
1.5 DEFERMENT OF DISBURSEMENT	19
1.5.A GROUNDS FOR DEFERMENT	19
1.5.B CANCELLATION OF A DISBURSEMENT DEFERRED BY 6 (SIX) MONTHS	19
1.6 CANCELLATION AND SUSPENSION	20
1.6.A BORROWER'S RIGHT TO CANCEL	20
1.6.B BANK'S RIGHT TO SUSPEND AND CANCEL	20
1.6.C INDEMNITY FOR SUSPENSION AND CANCELLATION OF A TRANCHE	20
1.7 CANCELLATION AFTER EXPIRY OF THE CREDIT	21
1.8 SUMS DUE UNDER ARTICLES 1.5 AND 1.6	21
ARTICLE 2	21
2.1 AMOUNT OF LOAN	21
2.2 CURRENCY OF REPAYMENT, INTEREST AND OTHER CHARGES	21
2.3 CONFIRMATION BY THE BANK	21
ARTICLE 3	21
3.1 RATE OF INTEREST	21
3.2 INTEREST RATE SUBSIDY	22
3.3 INTEREST ON OVERDUE SUMS	22
3.4 MARKET DISRUPTION EVENT	22
ARTICLE 4	23
4.1 NORMAL REPAYMENT	23
4.2 VOLUNTARY PREPAYMENT	23
4.2.A PREPAYMENT OPTION	23
4.2.B PREPAYMENT INDEMNITY	24
4.2.C PREPAYMENT MECHANICS	24
4.2.D ADMINISTRATIVE FEE	24
4.3 COMPULSORY PREPAYMENT	24
4.3.A PREPAYMENT EVENTS	24
4.3.B PREPAYMENT MECHANICS	26
4.3.C PREPAYMENT INDEMNITY	26



4.4	GENERAL	26
4.4.A	NO PREJUDICE TO ARTICLE 10	26
4.4.B	NO REBORROWING	26
ARTICLE 5		27
5.1	DAY COUNT CONVENTION	27
5.2	TIME AND PLACE OF PAYMENT	27
5.3	NO SET-OFF BY THE BORROWER	27
5.4	DISRUPTION TO PAYMENT SYSTEMS	27
5.5	APPLICATION OF SUMS RECEIVED	27
5.5.A	GENERAL	27
5.5.B	PARTIAL PAYMENTS	28
5.5.C	ALLOCATION OF SUMS RELATED TO TRANCHES	28
ARTICLE 6		28
A. PROJECT UNDERTAKINGS		28
6.1	USE OF LOAN AND AVAILABILITY OF OTHER FUNDS	28
6.2	COMPLETION OF PROJECT	28
6.3	INCREASED COST OF PROJECT	29
6.4	PROCUREMENT PROCEDURE	29
6.5	CONTINUING PROJECT UNDERTAKINGS	29
6.6	FINANCIAL VIABILITY OF THE PROMOTER	29
6.7	FINANCIAL SUSTAINABILITY OF THE ELECTRICITY SECTOR	29
B. GENERAL UNDERTAKINGS		30
6.8	DISPOSAL OF ASSETS	30
6.9	COMPLIANCE WITH LAWS	30
6.10	CHANGE IN BUSINESS	30
6.11	CHANGE IN CONSTITUTION	30
6.12	BOOKS AND RECORDS	30
6.13	INTEGRITY	30
6.14	GRANT AGREEMENT	31
6.15	PROJECT AGREEMENT	32
6.16	GENERAL REPRESENTATIONS AND WARRANTIES	32
ARTICLE 7		33
7.1	NEGATIVE PLEDGE	33
7.2	PARI PASSU RANKING	33
7.3	SECURITY	34
7.4	CLAUSES BY INCLUSION	34
ARTICLE 8		34
8.1	INFORMATION CONCERNING THE PROJECT	34
8.2	INFORMATION CONCERNING THE BORROWER AND THE PROMOTER	35
8.3	VISITS, RIGHT OF ACCESS AND INVESTIGATION	36
ARTICLE 9		37



9.1	TAXES, DUTIES AND FEES	37
9.2	OTHER CHARGES	37
9.3	INCREASED COSTS, INDEMNITY AND SET-OFF	37
ARTICLE 10		38
10.1	RIGHT TO DEMAND REPAYMENT	38
10.1.A	IMMEDIATE DEMAND	38
10.1.B	DEMAND AFTER NOTICE TO REMEDY	39
10.2	OTHER RIGHTS AT LAW	39
10.3	INDEMNITY	39
10.4	NON-WAIVER	39
ARTICLE 11		40
11.1	GOVERNING LAW	40
11.2	JURISDICTION	40
11.3	PLACE OF PERFORMANCE	40
11.4	EVIDENCE OF SUMS DUE	40
11.5	ENTIRE AGREEMENT	40
11.6	INVALIDITY	40
11.7	AMENDMENTS	40
11.8	COUNTERPARTS	40
ARTICLE 12		41
12.1	NOTICES	41
12.1.A	FORM OF NOTICE	41
12.1.B	ADDRESSES	41
12.1.C	NOTIFICATION OF COMMUNICATION DETAILS	42
12.2	ENGLISH LANGUAGE	42
12.3	RECITALS AND SCHEDULES	42
SCHEDULE A		44
PROJECT SPECIFICATION AND REPORTING		44
SCHEDULE B		54
DEFINITION OF EURIBOR		54
SCHEDULE C		55
FORM OF DISBURSEMENT REQUEST (ARTICLE 1.2.B)		55
SCHEDULE D		57
FORM OF CERTIFICATE FROM BORROWER (ARTICLE 1.4.C)		57



THIS CONTRACT IS MADE BETWEEN:

The Republic of Rwanda, acting through its Ministry of Finance and Economic Planning, represented by its Minister Dr. Uzziel Ndagijimana,

(the "Borrower")

of the first part, and

The European Investment Bank having its seat at 100 boulevard Konrad Adenauer, Luxembourg, L-2950 Luxembourg, represented by Mr. Diederick Zambon, Head of Division, Africa - Public Sector and Mr. Roger Stuart, Head of Division, Legal Department,

(the "Bank")

of the second part.

**WHEREAS:**

- (a) The Borrower has stated that it is undertaking an investment programme of electricity distribution schemes in Rwanda consisting of investments in new low and medium voltage networks to increase electricity access (approx. 190,000 new connections) and investments for the rehabilitation and upgrade of distribution networks to increase capacity, improve grid reliability and enhance operational efficiency, as more particularly described in the technical description (the "Technical Description") set out in Schedule A.1 (the "Project"). The Project shall be implemented by the Energy Development Corporation Limited (the "Promoter") to which the Borrower will channel the funds of the Loan as a grant through a grant agreement (the "Grant Agreement").

- (b) The total cost of the Project, as estimated by the Bank, is EUR 256,000,000 (two hundred fifty-six million euros) and the Borrower has stated that it intends to finance the Project as follows:

Source	Amount (EUR m)
Credit from the Bank	100
Loan from the African Development Bank	156
TOTAL	256

- (c) In order to fulfil the financing plan set out in Recital (b), the Borrower has requested from the Bank a credit of EUR 100,000,000 (hundred million euros) to be extended from the Investment Facility resources and pursuant to the Partnership Agreement between the members of the African, Caribbean and Pacific (ACP) Group of States (the "ACP States"), on the one hand, and the European Union and its Member States, on the other hand, signed in Cotonou, Benin, on 23 June 2000, as amended from time to time (the "Cotonou Agreement").
- (d) The Bank considering that the financing of the Project falls within the scope of its functions and is consistent with the objectives of the Cotonou Agreement, and having regard to the statements and facts cited in these Recitals, has decided to give effect to the Borrower's request providing to it a credit in an amount of EUR 80,000,000 (eighty million euros) under this Finance Contract (the "Contract") and from the Bank's own resources under the Cotonou Agreement and benefiting from the Investment Facility Guarantee (as defined below); provided that the amount of the Bank loan shall not, in any case, exceed 50% (fifty per cent) of the total cost of the Project set out in Recital (b). The Bank is prepared to finance an additional EUR 20,000,000 (twenty million euros) following the signature of this Contract.
- (e) By a letter dated 26 October 2020, the government of the Republic of Rwanda consented to the granting of the loan for the purposes of the Cotonou Agreement and accordingly the undertaking of the Republic of Rwanda in Article 8 of Annex II to the Cotonou Agreement with regard to exchange control and tax exemptions apply to the credit.
- (f) The Borrower has authorised the borrowing of the sum of EUR 80,000,000 (eighty million euros) represented by this credit on the terms and conditions set out in this Contract.
- (g) The Borrower, the Promoter and the Bank shall enter into a project agreement (the "Project Agreement") containing certain undertakings from the Promoter in relation to the implementation and operation of the Project and related matters.
- (h) The financing of the Project includes an interest rate subsidy to be provided from the subsidy envelope of the Cotonou Agreement (the "Subsidy") in accordance with Article 3.1 of the Contract.
- (i) The Statute of the Bank provides that the Bank shall ensure that its funds are used as rationally as possible in the interests of the European Union; and, accordingly, the terms and conditions of the Bank's loan operations must be consistent with relevant policies of the European Union.
- (j) The Bank considers that access to information plays an essential role in the reduction of environmental and social risks, including human rights violations, linked to the projects it finances and has therefore established its transparency policy, the purpose of which is to enhance the accountability of the Bank's group towards its stakeholders and the citizens of the European Union in general.



- (k) The processing of personal data shall be carried out by the Bank in accordance with applicable EU Law on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data.
- (l) The Bank supports the implementation of international and EU standards in the field of anti-money laundering and countering the financing of terrorism and promotes tax good governance standards. It has established policies and procedures to avoid the risk of misuse of its funds for purposes which are illegal or abusive in relation to applicable laws. The EIB Group statement on tax fraud, tax evasion, tax avoidance, aggressive tax planning, money laundering and financing of terrorism is available on the Bank's website and offers further guidance to EIB contracting counterparties¹.

¹ <http://www.eib.org/about/compliance/tax-good-governance/index.htm?f=search&media=search>



NOW THEREFORE it is hereby agreed as follows:

INTERPRETATION AND DEFINITIONS

Interpretation

In this Contract:

- (a) references to Articles, Recitals, Schedules and Annexes are, save if explicitly stipulated otherwise, references respectively to articles of, and recitals, schedules and annexes to this Contract;
- (b) references to "law" or "laws" mean:
 - (i) any applicable law and any applicable treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which is binding or applicable case law; and
 - (ii) EU Law;
- (c) references to "applicable law", "applicable laws" or "applicable jurisdiction" mean:
 - (i) a law or jurisdiction applicable to the Borrower, its rights and/or obligations (in each case arising out of or in connection with this Contract), its capacity and/or assets and/or the Project; and/or, as applicable
 - (ii) a law or jurisdiction (including in each case the Bank's Statute) applicable to the Bank, its rights, obligations, capacity and/or assets;
- (d) references to a provision of law or a treaty are references to that provision as amended or re-enacted;
- (e) references to any other agreement or instrument are references to that other agreement or instrument as amended, novated, supplemented, extended or restated; and
- (f) words and expressions in plural shall include singular and vice versa.

Definitions

In this Contract:

"ACP States" has the meaning given to it in Recital (c).

"AfDB" means African Development Bank.

"AfDB Loan" means the credit of EUR 156,000,000 (one hundred fifty-six million euros) to be made available from AfDB to the Borrower in relation to the Project.

"Agreed Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(2)(b) .

"Authorisation" means an authorisation, permit, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Authorised Signatory" means a person authorised to sign individually or jointly (as the case may be) Disbursement Requests on behalf of the Borrower and named in the most recent List of Authorised Signatories and Accounts received by the Bank prior to the receipt of the relevant Disbursement Request.

"Business Day" means a day (other than a Saturday or Sunday) on which the Bank and commercial banks are open for general business in Luxembourg.

"Change-of-Control Event" has the meaning given to it in Article 4.3.A(3).

"Change-of-Law Event" has the meaning given to it in Article 4.3.A(4).

"Contract" has the meaning given to it in Recital (d).

"Contract Number" shall mean the Bank generated number identifying this Contract and indicated on the cover page of this Contract after the letters "FI N°".

"Cotonou Agreement" has the meaning given to it in Recital (c).



"Credit" has the meaning given to it in Article 1.1.

"Deferment Indemnity" means a fee calculated on the amount of disbursement deferred or suspended being the higher of:

- (a) 0.125% (12.5 basis points), per annum; and
- (b) the percentage rate by which:
 - (i) the applicable Fixed Rate net of the Margin that would have been applicable to such amount had it been disbursed to the Borrower on the Scheduled Disbursement Date, exceeds
 - (ii) EURIBOR (one month rate) less 0.125% (12.5 basis points), unless this value is less than zero in which case it will be set at zero.

Such fee shall accrue from the Scheduled Disbursement Date to the Disbursement Date or, as the case may be, until the date of cancellation of the Notified Tranche in accordance with this Contract.

"Disbursement Account" means, in respect of each Tranche, the bank account set out in the most recent List of Authorised Signatories and Accounts.

"Disbursement Date" means the date on which disbursement of a Tranche is made by the Bank.

"Disbursement Notice" means a notice from the Bank to the Borrower pursuant to and in accordance with Article 1.2.C.

"Disbursement Request" means a notice substantially in the form set out in Schedule C.

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Contract; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of either the Bank or the Borrower, preventing that party from:
 - (i) performing its payment obligations under this Contract; or
 - (ii) communicating with other parties,

and which disruption (in either such case as per (a) or (b) above) is not caused by, and is beyond the control of, the party whose operations are disrupted.

"EIB Statement of Environmental and Social Principles and Standards" means the statement published on EIB's website http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf, as amended and supplemented from time to time or on any successor page, that outlines the standards that the Bank requires of the projects that it finances and the responsibilities of the various parties.

"Eligible Expenditure" means any expenditure (net of taxes) incurred or contractually committed, by the Borrower and/or the Promoter in respect of works, goods and services in respect of items specified in the Technical Description as eligible for financing under the Credit and for which contracts have been awarded on terms satisfactory to the Bank having regard to the Bank's Guide to Procurement.

"Environment" means the following, in so far as they affect human health or social well-being:

- (a) fauna and flora;
- (b) soil, water, air, climate and the landscape; and
- (c) cultural heritage and the built environment,

and includes, without limitation, occupational and community health and safety.

"Environmental and Social Documents" means:

- (a) the Environmental and Social Management Framework,
- (b) the Resettlement Policy Framework,
- (c) the Environmental and Social Impact Assessment Study(ies),



- (d) the Resettlement Action Plan(s),
- (e) the Gender Action Plan,
- (f) the Stakeholders Engagement Plan,
- (g) the Environmental and Social Management Plan, and/or
- (h) the authorisations issued by way of decision letter(s) of the Rwanda Development Board in relation to the components of the Project requiring an Environmental and Social Impact Assessment Study.

"Environmental and Social Impact Assessment Study" means a study as an outcome of the environmental and social impact assessment identifying and assessing the potential environmental and social impacts associated with the Project and recommending measures to avoid, minimise and/or remedy any impacts. Each study is subject to public consultation with direct and indirect project stakeholders.

"Environmental and Social Management Framework" means a plan which forms part of the environmental and social assessment and sets out the measures required to maximise the benefits of the project, avoid, minimise, mitigate and offset (in the case of environment) or remedy (in the case of social impacts) any adverse environmental and social impacts, together with budget and cost estimates, sources of funding, and adequate institutional, monitoring reporting and accountability arrangements capable of ensuring proper implementation of, and regular feedback on compliance with the environmental and social management/action plan.

"Environmental and Social Standards" means:

- (a) Environmental Laws and Social Laws applicable to the Project, and/or the Borrower, and/or the Promoter;
- (b) the EIB Statement of Environmental and Social Principles and Standards; and
- (c) the Environmental and Social Documents.

"Environmental and Social Management Plan" or "ESMP" means the document, in form and substance satisfactory to the Bank, which describes the mitigation of environmental and social impacts and risks arising in the context of the Project that have been identified in the Environmental and Social Impact Assessment Study.

"Environmental Law" means:

- (a) EU Law, including principles and standards;
- (b) the laws and regulations of the Republic of Rwanda; and
- (c) international treaties and conventions signed, ratified or otherwise applicable and binding on the Republic of Rwanda;

in each case of which a principal objective is the preservation, protection or improvement of the Environment.

"Environmental or Social Approval" means any permit, license, authorisation, consent or other approval required by an Environmental Law or a Social Law in connection with the construction or operation of the Project.

"Environmental or Social Claim" means any claim, proceeding, formal notice or investigation by any person in respect of the Environmental or Social Matters affecting the Project including any breach or alleged breach of any Environmental and Social Standard.

"EU Law" means the *acquis communautaire* of the European Union as expressed through the Treaties of the European Union, the regulations, directives, delegated acts, implementing acts, and the case law of the Court of Justice of the European Union.

"EUR" or "euro" means the lawful currency of the Member States of the European Union which adopt or have adopted it as their currency in accordance with the relevant provisions of the Treaty on European Union and the Treaty on the Functioning of the European Union or their succeeding treaties.

"EURIBOR" has the meaning given to it in Schedule B.

"Event of Default" means any of the circumstances, events or occurrences specified in Article 10.1.



"External Debt Instrument" has the meaning given to it in Article 7.2.

"Final Availability Date" means the date falling 60 (sixty) months after the signature of this Contract.

"Financing of Terrorism" means the provision or collection of funds, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out any of the offences within the meaning of Articles 1 to 4 of the EU Council Framework Decision 2002/475/JHA of 13th June 2002 on combating terrorism.

"Fixed Rate" means an annual interest rate including the Margin determined by the Bank in accordance with the applicable principles from time to time laid down by the governing bodies of the Bank for loans made at a fixed rate of interest, denominated in the currency of the Tranche and bearing equivalent terms for the repayment of capital and the payment of interest. Such rate shall not be of negative value.

"GAAP" means generally accepted accounting principles in the Republic of Rwanda, including IFRS.

"Gender Action Plan" means a plan for promoting gender equality through the project by defining specific activities, milestones, and performance indicators and establishing a monitoring and evaluation framework.

"Grant Agreement" has the meaning given to it in Recital (a).

"Guide to Procurement" means the guide to procurement published on the Bank's website, as amended from time to time, that informs the promoters of projects financed in whole or in part by the Bank of the arrangements to be made for procuring works, goods and services required for the Project.

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"ILO" means the International Labour Organisation.

"ILO Standards" means any treaty, convention or covenant of the ILO signed and ratified or otherwise applicable and binding on the Republic of Rwanda, and the Core Labour Conventions (as defined in the ILO Declaration on Fundamental Principles and Rights at Work).

"Indemnifiable Prepayment Event" means a Prepayment Event other than those specified in paragraphs 4.3.A(2) (Pari Passu to Non-EIB Financing) or 4.3.A(5) (Illegality).

"Investment Facility Guarantee" means the Guarantee signed between the Bank and the Investment Facility on 5 October 2018 in respect of loans made available by the Bank from its own resources for public sector projects in the ACP States.

"List of Authorised Signatories and Accounts" means a list, in form and substance satisfactory to the Bank, setting out:

- (a) the Authorised Signatories, accompanied by evidence of signing authority of the persons named on the list and specifying if they have individual or joint signing authority;
- (b) the specimen signatures of such persons; and
- (c) the bank account(s) to which disbursements may be made under this Contract (specified by IBAN code if the country is included in the IBAN Registry published by SWIFT, or in the appropriate account format in line with the local banking practice), BIC/SWIFT code of the bank and the name of the bank account(s) beneficiary.

"Loan" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract.

"Loan Outstanding" means the aggregate of the amounts disbursed from time to time by the Bank under this Contract that remains outstanding.

"Margin" means 50 (fifty) basis points (50%).

"Market Disruption Event" means any of the following circumstances:

- (a) there are, in the reasonable opinion of the Bank, events or circumstances adversely affecting the Bank's access to its sources of funding;
- (b) in the opinion of the Bank, funds are not available from the Bank's ordinary sources of funding in order to adequately fund a Tranche in the relevant currency and/or for the relevant maturity and/or in relation to the reimbursement profile of such Tranche; or



"Material Adverse Change" means, in relation to the Borrower or the Promoter, any event or change of condition affecting the Borrower, which, in the opinion of the Bank:

- (a) materially impairs the ability of the Borrower to perform its obligations under this Contract or the Promoter to perform its obligations under the Project Agreement; or
- (b) materially impairs the financial condition or prospects of the Borrower or the Promoter.

"Maturity Date" means the last Repayment Date of a Tranche specified pursuant to Article 4.1(b)(iii).

"Money Laundering" means:

- (a) the conversion or transfer of property, knowing that such property is derived from criminal activity or from an act of participation in such activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of such activity to evade the legal consequences of his action;
- (b) the concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing that such property is derived from criminal activity or from an act of participation in such activity;
- (c) the acquisition, possession or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from an act of participation in such activity; or
- (d) participation in, association to commit, attempts to commit and aiding, abetting, facilitating and counselling the commission of any of the actions mentioned in the foregoing points.

"Non-EIB Financing" has the meaning given to it in Article 4.3.A(2).

"Notified Tranche" means a Tranche in respect of which the Bank has issued a Disbursement Notice.

"Payment Date" means 15 June and 15 December each year until and including the Maturity Date, save that, in case any such date is not a Relevant Business Day, it means the following Relevant Business Day, without adjustment to the interest due under Article 3.1.

"Prepayment Amount" means the amount of a Tranche to be prepaid by the Borrower in accordance with Article 4.2.A or Article 4.3.A, as applicable.

"Prepayment Date" means the date, which shall be a Payment Date, on which the Borrower proposes to, or is requested by the Bank (as applicable) to, effect prepayment of a Prepayment Amount.

"Prepayment Event" means any of the events described in Article 4.3.A.

"Prepayment Indemnity" means in respect of any principal amount to be prepaid or cancelled, the amount communicated by the Bank to the Borrower as the present value (calculated as of the Prepayment Date or the date of cancellation pursuant to Article 1.6.C(2)) of the excess, if any, of:

- (a) the applicable Fixed Rate of the Margin that would accrue thereafter on the Prepayment Amount over the period from the Prepayment Date, or the date of cancellation pursuant to Article 1.6.C(2), to the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date.

"Prepayment Notice" means a written notice from the Bank to the Borrower in accordance with Article 4.2.C.

"Prepayment Request" means a written request from the Borrower to the Bank to prepay all or part of the Loan Outstanding, in accordance with Article 4.2.A.

"Prohibited Conduct" means any Financing of Terrorism, Money Laundering or Prohibited Practice.

"Prohibited Practice" means any:

- (a) Coercive Practice, meaning the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;
- (b) Collusive Practice, meaning an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;



- (c) **Corrupt Practice**, meaning the offering, giving, receiving or soliciting, directly or indirectly, of anything of value by a party to influence improperly the actions of another party;
- (d) **Fraudulent Practice**, meaning any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial (including, for the avoidance of taxation related) or other benefit or to avoid an obligation;
- (e) **Obstructive Practice**, meaning in relation to an investigation into a Coercive, Collusive, Corrupt or Fraudulent Practice in connection with the Loan or the Project, (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intending to materially impede the exercise of the contractual rights of audit or access to information; or
- (f) **Tax Crime**, meaning all offences, including tax crimes relating to direct taxes and indirect taxes and as defined in the national law of the Republic of Rwanda, which are punishable by deprivation of liberty or a detention order for a maximum of more than one year.

"Project" has the meaning given to it in Recital (a).

"Project Agreement" has the meaning given to it in Recital (g).

"Project Implementation Unit" or "PIU" means a subunit of the Promoter organization staffed by the Promoter and in charge of the daily activities necessary to implement the Project.

"Promoter" means Energy Development Corporation Limited, a company limited by shares, incorporated under the laws of Rwanda, fully owned by the Borrower, registered since 1 August 2014 with Rwanda Development Board (Office of the Register General) under number 103370539 and having its registered office at KN 5rd, Gasabo District, Kigali City, P.O. Box 537, Rwanda

"Redeployment Rate" means the fixed annual rate excluding the Margin determined by the Bank, being a rate which the Bank would apply on the day of the indemnity calculation to a loan that has the same currency, the same terms for the payment of interest and the same repayment profile to the Maturity Date as the Tranche in respect of which a prepayment or cancellation is proposed or requested to be made. Such rate shall not be of negative value.

"Relevant Business Day" means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007 (TARGET2) is open for the settlement of payments in EUR².

"Repayment Date" shall mean each of the Payment Dates specified for the repayment of the principal of a Tranche in the Disbursement Notice, in accordance with the criteria set out in Article 4.1.

"Requested Deferred Disbursement Date" has the meaning given to it in Article 1.5.A(1)(a)(ii).

"Resettlement Action Plan(s)" or "RAP" means the final resettlement action plan(s) to be adopted by the Promoter and satisfactory to the Bank. For the avoidance of doubt this shall include a grievance mechanism for the people affected by the Project and livelihood restoration.

"Resettlement Policy Framework" means a document that outlines the general principles of resettlement that will be applied for the elaboration of the Resettlement Action Plan(s) in relation to the Project.

"Sanctioned Persons" means any individual or entity listed in one or more Sanction Lists.

"Sanction Lists" means:

- (a) any economic, financial and trade restrictive measures and arms embargoes issued by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU website: https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions_en, as amended and supplemented from time to time or on any successor page; or

² On 14 December 2000, the Governing Council of the European Central Bank (ECB) has decided that, from 2002 until further notice, the Trans-European Automated Real-time Gross settlement Express Transfer 2 (TARGET 2) system will be closed, in addition to Saturdays and Sundays, on the following days: New Year's Day, Good Friday and Easter Monday, 1 May, Christmas Day and 26 December.



- (b) any economic, financial and trade restrictive measures and arms embargoes issued by the United Nations Security Council pursuant to Article 41 of the UN Charter as available in the official UN website: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>, as amended and supplemented from time to time or on any successor page.

"Scheduled Disbursement Date" means the date on which a Tranche is scheduled to be disbursed in accordance with Article 1.2.C.

"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Social Law" means each of:

- (a) any law, rule or regulation applicable in the Republic of Rwanda relating to Social Matters;
- (b) any ILO Standards;
- (c) any United Nations treaty, convention or covenant on human rights signed and ratified by or otherwise applicable and binding on the Republic of Rwanda.

"Social Matters" means all, or any of, the following:

- (a) labour and employment rights and conditions;
- (b) occupational health and safety;
- (c) protection and empowerment of rights and interests of indigenous peoples, ethnic minorities and vulnerable groups;
- (d) cultural heritage (tangible and intangible);
- (e) public health, safety and security;
- (f) involuntary physical resettlement and/or economic displacement and loss of livelihood of persons; and
- (g) public participation and stakeholder engagement.

"Stakeholders Engagement Plan" or "SEP" means the plan to be implemented by the Promoter, including clear commitments on public consultation and disclosure of information, as well as an appropriate grievance mechanism applicable to the Project as a whole, satisfactory to the Bank.

"Subsidy" has the meaning given to it in Recital (h).

"Subsidised Interest Rate" has the meaning given to it in Article 3.1.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"Technical Description" has the meaning given to it in Recital (a).

"Tranche" means each disbursement made or to be made under this Contract. In case no Disbursement Notice has been delivered, Tranche shall mean a Tranche as requested under Article 1.2.B.

"Works Supervision Consultant" means the consultant tasked to assist the Promoter (a) to review, update and finalize the design and specifications prepared by the contractors (b) in contracts negotiations and contract drafting (c) to prepare a detailed project implementation schedule (d) supervise implementation monitoring including approval of the contractors detailed design proposals and as-built drawings as well supervision of works and commissioning (e) general administration (f) in environmental and social monitoring to ensure compliance with the Environmental and Social Documents and (g) to the preparation of the Project completion report.

"Works" means the construction and the rehabilitation of electricity distribution assets as defined in the Technical Description excluding the contracts for goods.



ARTICLE 1

Credit and Disbursements

1.1 Amount of Credit

By this Contract the Bank establishes in favour of the Borrower, and the Borrower accepts, a credit in an amount of EUR 80,000,000 (eighty million euros) for the financing of the Project (the "Credit").

1.2 Disbursement procedure

1.2.A Tranches

- (a) The Bank shall disburse the Credit in up to 10 (ten) Tranches.
- (b) The amount of the first Tranche if such Tranche is intended to finance the Works Supervision Consultant only, shall be in a minimum amount of EUR 500,000 (five hundred thousand euros).
- (c) The amount of each Tranche, other than the Tranche mentioned in paragraph (b) above, shall be in a minimum amount of EUR 3,000,000 (three million euros) or (if less) the entire undrawn balance of the Credit.

1.2.B Disbursement Request

- (a) The Borrower may present to the Bank a Disbursement Request for the disbursement of a Tranche, such Disbursement Request to be received at the latest 15 (fifteen) days before the Final Availability Date. The Disbursement Request shall be in the form set out in Schedule C and shall specify:
 - (i) the amount of the Tranche in EUR;
 - (ii) the preferred disbursement date for the Tranche; such preferred disbursement date must be a Relevant Business Day falling at least 15 (fifteen) days after the date of the Disbursement Request and, in any event, on or before the Final Availability Date. It being understood that notwithstanding the Final Availability Date the Bank may set the disbursement date for the Tranche at a date falling up to 4 (four) calendar months from the date of the Disbursement Request;
 - (iii) the terms for repayment of principal for the Tranche, in accordance with Article 4.1;
 - (iv) the preferred first and last dates for repayment of principal for the Tranche; and
 - (v) the Disbursement Account to which the disbursement of the Tranche should be made in accordance with Article 1.2.D.
- (b) Each Disbursement Request shall be signed by an Authorised Signatory with individual representation right or two or more Authorised Signatories with joint representation right.
- (c) Subject to Article 1.2.C(b), each Disbursement Request is irrevocable.

1.2.C Disbursement Notice

- (a) Not less than 10 (ten) days before the proposed Scheduled Disbursement Date of a Tranche the Bank shall, if the Disbursement Request conforms to Article 1.2, deliver to the Borrower a Disbursement Notice which shall specify:
 - (i) the amount of the Tranche in EUR;
 - (ii) the Subsidised Interest Rate;
 - (iii) the Scheduled Disbursement Date;
 - (iv) the Payment Dates and the first interest Payment Date for the Tranche;



- (v) the terms for repayment of principal for the Tranche, in accordance with the provisions of Article 4.1;
 - (vi) the Repayment Dates and the first and the last Repayment Date for the Tranche;
 - (vii) the Fixed Rate applicable to the Tranche until the Maturity Date.
- (b) If one or more of the elements specified in the Disbursement Notice does not reflect the corresponding element, if any, in the Disbursement Request, the Borrower may following receipt of the Disbursement Notice revoke the Disbursement Request by written notice to the Bank to be received no later than 12h00 noon in Luxembourg time on the next business day when the Bank is open and thereupon the Disbursement Request and the Disbursement Notice shall be of no effect. If the Borrower has not revoked in writing the Disbursement Request within such period, the Borrower will be deemed to have accepted all elements specified in the Disbursement Notice.

1.2.D Disbursement Account

Disbursement shall be made to the Disbursement Account specified in the relevant Disbursement Request, provided that such Disbursement Account is acceptable to the Bank.

Notwithstanding Article 5.2(e), the Borrower acknowledges that payments to a Disbursement Account notified by the Borrower shall constitute disbursements under this Contract as if they had been made to the Borrower's own bank account.

Only one Disbursement Account may be specified for each Tranche.

1.3 Currency of disbursement

The Bank shall disburse each Tranche in EUR.

1.4 Conditions of disbursement

1.4.A Condition precedent to the first Disbursement Request

The Bank shall have received from the Borrower in form and substance satisfactory to the Bank:

- (a) evidence that the execution of this Contract by the Borrower has been duly authorised and that the person or persons signing this Contract on behalf of the Borrower is/are duly authorised to do so together with the specimen signature of each such person or persons; and
- (b) the List of Authorised Signatories and Accounts,

prior to a presentation of a Disbursement Request by the Borrower. Any Disbursement Request made by the Borrower without the above documents having been received by the Bank and to its satisfaction shall be deemed not made.

1.4.B First Tranche

The disbursement of the first Tranche under Article 1.2 is conditional upon receipt by the Bank, in form and substance satisfactory to it, on or before the date falling 15 (fifteen) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively), of the following documents or evidence:

- (a) evidence that the Borrower and/or the Promoter have obtained all necessary Authorisations, required in connection with this Contract, the Project Agreement and the Project;
- (b) a certified copy of the executed Grant Agreement, the terms of which have been pre-approved by the Bank and which shall include provisions for the timeous transfer of disbursements under the Loan from the Borrower to the Promoter;



- (c) an original of the Project Agreement, duly executed by the Borrower and the Promoter, together with evidence that the execution of the Project Agreement by the Borrower and the Promoter has been duly authorised and that the person or persons signing the Project Agreement on behalf of the Borrower and Promoter is/are duly authorised to do so, together with the specimen signature of each such person or persons;
- (d) evidence that the AfDB Loan has been approved by AfDB;
- (e) a legal opinion from the Attorney General on the due execution of this Contract by the Borrower and the authority and capacity of the Borrower to enter into this Contract and to execute its obligations thereunder;
- (f) evidence that all action necessary to exempt from taxation all payments of principal, interest and other sums due hereunder and to permit the payment of all such sums gross without deduction of tax at source have been taken;
- (g) evidence that any necessary exchange control consents have been obtained to permit receipt of disbursements hereunder, repayment of the same and payment of interest and all other amounts due hereunder; such consents must extend to the opening and maintenance of the accounts to which disbursements of the Credit is directed;
- (h) evidence that a Project Implementation Unit within the Promoter has been created and staffed to the satisfaction of the Bank; and
- (i) submission to the Bank of a procurement and implementation plan for the capital investment program of the Project to the satisfaction of the Bank.

1.4.C All Tranches

The disbursement of each Tranche under Article 1.2, including the first, is subject to the following conditions:

- (a) that the Bank has received, in form and substance satisfactory to it, on or before the date falling 15 (fifteen) Business Days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche, of the following documents or evidence:
 - (i) a certificate from the Borrower in the form of Schedule D signed by an authorised representative of the Borrower and dated no earlier than the date falling 30 (thirty) days before the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively);
 - (ii) a copy of any other authorisation or other document, opinion or assurance which the Bank has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, this Contract or the legality, validity, binding effect or enforceability of the same;
 - (iii) if the Tranche is intended to finance the Works Supervision Consultant and to the extent that such documents or evidence have not already been delivered to the Bank in respect of a previous Disbursement, submission of a certified copy of the employment contract of the Works Supervision Consultant recruited by the Promoter in relation to, and for the whole duration of, the Project;
 - (iv) if the Tranche is intended to finance the Works and to the extent that such documents or evidence have not already been delivered to the Bank in respect of a previous Disbursement:
 - (1) the certified copy of the employment contract of the Works Supervision Consultant mentioned in paragraph (iii) above;
 - (2) a copy of each of the Environmental and Social Documents; and
 - (3) evidence of the approval and adoption of a tariff methodology ensuring the financial sustainability of the electricity sector,



- (v) evidence demonstrating that, following drawdown of the relevant Tranche, the amount of the Loan will not exceed the aggregate Eligible Expenditure up to the date of the relevant Disbursement Request;
 - (vi) except for the first Tranche, evidence that the Borrower has transferred all previous disbursements to the Promoter for the purpose of paying the Eligible Expenditure;
 - (vii) evidence that the Promoter will, within 180 (one hundred eighty) days following the Disbursement Date concerned, pay the Eligible Expenditures in an amount equivalent to the amount of the Tranche concerned;
 - (viii) certified copies of contracts for the provision of goods, services and works related to Eligible Expenditures referred to in paragraph 1.4.C(a)(vii) above;
 - (ix) except for the first Tranche, evidence satisfactory to the Bank that 80% (eighty per cent) of the immediately preceding Tranche, and 100% (one hundred per cent) of all previous Tranches, have been fully and properly applied as set out in this Contract;
 - (x) a certified copy of the updated procurement and implementation plan to the satisfaction of the Bank, from second disbursement onwards;
 - (xi) in respect of a Tranche for the financing of the Works, submission of Resettlement Action Plan(s) (if applicable) and appropriate Environmental and Social Documents (if applicable) relating to the subcomponent financed by the relevant Tranche, to the Bank's satisfaction or evidence that the eligible expenses do not include the construction of assets for which the Resettlement Action Plan(s) and appropriate Environmental and Social Documents are not yet available;
 - (xii) Authorisations issued by the competent authority, for the subcomponents requiring an Environmental and Social Impact Assessment;
 - (xiii) evidence of the implementation of the Environmental and Social Management Framework, the Resettlement Action Framework, the Resettlement Action Plan(s) and the Environmental and Social Management Plan(s) to the Bank's satisfaction, when relevant;
 - (xiv) evidence that conditions related to labour rights, working conditions, including security arrangements, and workers' accommodation in line with Environmental and Social Standards have been integrated in the bidding documents and in the contracts for the implementation of the Project.
 - (xv) geographic information systems (GIS) maps of the assets constructed since the Disbursement Date of the previous Tranche; and
 - (xvi) update on the Project status as set out in the Technical Description.
- (b) that on the Scheduled Disbursement Date (and, in the case of deferment under Article 1.5, on the Requested Deferred Disbursement Date or the Agreed Deferred Disbursement Date, respectively) for the proposed Tranche:
- (i) the representations and warranties which are repeated pursuant to Article 6.13 are correct in all respects; and
 - (ii) no event or circumstance which constitutes or would with the passage of time or giving of notice under this Contract constitute:
 - (1) an Event of Default; or
 - (2) a Prepayment Event,
 has occurred and is continuing unremedied or unwaived or would result from the disbursement of the proposed Tranche,



- (iii) the Investment Facility Guarantee (or any instrument replacing it to the satisfaction of the Bank) is valid, of full force and effect and enforceable against the signatory parties and no event or circumstance has occurred which would, in the reasonable opinion of the Bank, adversely affect the validity, applicability or enforceability of the Investment Facility Guarantee or the Bank's right to demand payment under the Investment Facility Guarantee.

1.5 Deferment of disbursement

1.5.A Grounds for deferment

1.5.A(1) BORROWER'S REQUEST

- (a) The Borrower may send a written request to the Bank requesting the deferral of the disbursement of a Notified Tranche. The written request must be received by the Bank at least 15 (fifteen) Business Days before the Scheduled Disbursement Date of the Notified Tranche and specify:
 - (i) whether the Borrower would like to defer the disbursement in whole or in part, and if in part, the amount to be deferred; and
 - (ii) the date until which the Borrower would like to defer a disbursement of the above amount (the "Requested Deferred Disbursement Date"), which must be a date falling not later than:
 - (1) 6 (six) months from its Scheduled Disbursement Date;
 - (2) 30 (thirty) days prior to the first Repayment Date; and
 - (3) the Final Availability Date.
- (b) Upon receipt of such a written request, the Bank shall defer the disbursement of the relevant amount until the Requested Deferred Disbursement Date.

1.5.A(2) FAILURE TO SATISFY CONDITIONS TO DISBURSEMENT

- (a) The disbursement of a Notified Tranche shall be deferred if any condition for disbursement of such Notified Tranche referred to in Article 1.4 is not fulfilled both:
 - (i) at the date specified for fulfilment of such condition in Article 1.4; and
 - (ii) at its Scheduled Disbursement Date (or, where the Scheduled Disbursement Date has been deferred previously, the date expected for disbursement).
- (b) The Bank and the Borrower shall agree the date until which the disbursement of such Notified Tranche shall be deferred (the "Agreed Deferred Disbursement Date"), which must be a date falling:
 - (i) not earlier than 15 (fifteen) Business Days following the fulfilment of all conditions of disbursement; and
 - (ii) not later than the Final Availability Date.
- (c) Without prejudice to the Bank's right to suspend and/or cancel the undisbursed portion of the Credit in whole or in part pursuant to Article 1.8.B, the Bank shall defer disbursement of such Notified Tranche until the Agreed Deferred Disbursement Date.

1.5.A(3) DEFERMENT INDEMNITY

If disbursement of a Notified Tranche is deferred pursuant to paragraphs 1.5.A(1) or 1.5.A(2) above, the Borrower shall pay the Deferment Indemnity.

1.5.B Cancellation of a disbursement deferred by 6 (six) months

If a disbursement has been deferred by more than 6 (six) months in aggregate pursuant to Article 1.5.A, the Bank may notify the Borrower in writing that such disbursement shall be cancelled and such cancellation shall take effect on the date of such written notification. The amount of the disbursement which is cancelled by the Bank pursuant to this Article 1.5.B shall remain available for disbursement under Article 1.2.



1.6 Cancellation and suspension

1.6.A Borrower's right to cancel

- (a) The Borrower may send a written notice to the Bank requesting the cancellation of the undisbursed portion of the Credit. The written notice:
 - (i) must specify whether the Borrower would like to cancel the undisbursed portion of the Credit in whole or in part and, if in part, the amount of the Credit the Borrower would like to cancel; and
 - (ii) must not relate to:
 - (1) a Notified Tranche which has a Scheduled Disbursement Date falling within 15 (fifteen) Business Days of the date of the written notice; or
 - (2) a Tranche in respect of which a Disbursement Request has been submitted but no Disbursement Notice has been issued.
- (b) Upon receipt of such written notice, the Bank shall cancel the requested undisbursed portion of the Credit with immediate effect.

1.6.B Bank's right to suspend and cancel

- (a) At any time upon the occurrence of the following events, the Bank may notify the Borrower in writing that the undisbursed portion of the Credit shall be suspended and/or cancelled in whole or in part:
 - (i) a Prepayment Event;
 - (ii) an Event of Default;
 - (iii) an event or circumstance which would with the passage of time or giving of notice under this Contract constitute a Prepayment Event or an Event of Default;
 - (iv) an event or circumstance has arisen which would, in the reasonable opinion of the Bank, have an adverse effect on the validity, applicability or enforceability of the Investment Facility Guarantee or the right of the Bank to make a claim for payment under the Investment Facility Guarantee;
 - (v) if the Republic of Rwanda is no longer an eligible country for operations under the Cotonou Agreement;
 - (vi) a Material Adverse Change; or
 - (vii) if, acting reasonably, it is not satisfied that the warranties and undertakings given by the Borrower in Article 6 and Article 8 have been complied with.
- (b) On the date of such written notification the relevant undisbursed portion of the Credit shall be suspended and/or cancelled with immediate effect. Any suspension shall continue until the Bank ends the suspension or cancels the suspended amount.

1.6.C Indemnity for suspension and cancellation of a Tranche

1.6.C(1) SUSPENSION

If the Bank suspends a Notified Tranche upon the occurrence of an Indemnifiable Prepayment Event or an Event of Default, the Borrower shall pay to the Bank the Deferment Indemnity calculated on the amount of disbursement suspended.

1.6.C(2) CANCELLATION

- (a) If a Notified Tranche is cancelled:
 - (i) by the Borrower pursuant to Article 1.6.A; or
 - (ii) by the Bank upon an Indemnifiable Prepayment Event or pursuant to Article 1.5.B,



the Borrower shall pay to the Bank the Prepayment Indemnity. The Prepayment Indemnity shall be calculated as if the cancelled amount had been disbursed and repaid on the Scheduled Disbursement Date or, to the extent that the disbursement of the Tranche is currently deferred or suspended, on the date of the cancellation notice.

- (b) If the Bank cancels a Notified Tranche upon the occurrence of an Event of Default, the Borrower shall indemnify the Bank in accordance with Article 10.3.
- (c) Save in the cases (a) or (b) above, no indemnity is payable upon cancellation of a Tranche.

1.7 Cancellation after expiry of the Credit

On the day following the Final Availability Date, and unless otherwise specifically agreed to in writing by the Bank, any part of the Credit in respect of which no Disbursement Request has been made in accordance with Article 1.2.B shall be automatically cancelled, without any notice being served by the Bank to the Borrower and without liability arising on the part of either party.

1.8 Sums due under Articles 1.5 and 1.6

Sums due under Articles 1.5, and 1.6 shall be payable in EUR . Sums due under Articles 1.5 and 1.6 shall be payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand or within any longer period specified in the Bank's demand.

ARTICLE 2

The Loan

2.1 Amount of Loan

The Loan shall comprise the aggregate amount of Tranches disbursed by the Bank under the Credit, as confirmed by the Bank pursuant to Article 2.3.

2.2 Currency of repayment, interest and other charges

Interest, repayments and other charges payable in respect of each Tranche shall be made by the Borrower in the currency in EUR.

Other payment, if any, shall be made in the currency specified by the Bank having regard to the currency of the expenditure to be reimbursed by means of that payment.

2.3 Confirmation by the Bank

The Bank shall deliver to the Borrower the amortisation table referred to in Article 4.1, if appropriate, showing the Disbursement Date, currency, the amount disbursed, the repayment terms and the interest rate of and for that Tranche.

ARTICLE 3

Interest

3.1 Rate of interest

Interest shall accrue on the outstanding principal amount of each Tranche at the Subsidised Interest Rate (as defined below).



The Borrower shall pay interest on the outstanding balance of each Tranche at the Subsidised Interest Rate semi-annually in arrear on the relevant Payment Dates as specified in the Disbursement Notice, commencing on the first such Payment Date following the Disbursement Date of the Tranche. If the period from the Disbursement Date to the first Payment Date is 15 (fifteen) days or less then the payment of interest accrued during such period shall be postponed to the following Payment Date.

"Subsidised Interest Rate" means an annual rate of interest equal to 1.40% (one hundred forty basis points) representing the Fixed Rate less the Subsidy.

Interest shall be calculated on the basis of Article 5.1.

3.2 Interest Rate Subsidy

The interest payable by the Borrower to the Bank shall benefit from the Subsidised Interest Rate. It is a condition of the availability of the Subsidised Interest Rate that the Borrower fulfils the conditions set out in Article 1.4.

The Bank may at any time suspend or cancel the application of the Subsidy upon the occurrence of any Prepayment Event, Event of Default or if any Prohibited Practice is found to have occurred in the performance of the Project, in which case interest shall accrue and be payable at the Fixed Rate.

The Bank may also demand that the Borrower repay an amount equivalent to the Subsidy benefit that the Borrower has received if, as a result of the Borrower's conduct, any fraud or corruption is found to have occurred in the performance of the Project.

3.3 Interest on overdue sums

Without prejudice to Article 10 and by way of exception to Article 3.1, if the Borrower fails to pay any amount payable by it under this Contract on its due date, interest shall accrue on any overdue amount payable under the terms of this Contract from the due date to the date of actual payment at an annual rate equal to:

- (a) for overdue sums related to all Tranches, the higher of:
 - (i) the applicable Fixed Rate plus 2% (200 basis points); or
 - (ii) EURIBOR plus 2% (200 basis points); and
- (b) for overdue sums other than under (a) above, EURIBOR plus 2% (200 basis points),

and shall be payable in accordance with the demand of the Bank. For the purpose of determining the EURIBOR in relation to this Article 3.3, the relevant periods within the meaning of Schedule B shall be successive periods of one month commencing on the due date.

If the overdue sum is in a currency other than the currency of the Loan, the following rate per annum shall apply, namely the relevant interbank rate that is generally retained by the Bank for transactions in that currency plus 2% (200 basis points), calculated in accordance with the market practice for such rate.

Any unpaid but due interest may be capitalised in conformity with article 1154 of the Luxembourg Civil Code. For the avoidance of doubt, capitalisation of interest shall occur only for interest due but unpaid for a period of more than one year. The Borrower hereby agrees in advance to have the unpaid interest due for a period of more than one year compounded and that as of the capitalisation, such unpaid interest will in turn produce interest at the interest rate set out in this Article 3.3.

3.4 Market Disruption Event

- (a) If at any time:
 - (i) from the issuance by the Bank of the Disbursement Notice in respect of a Tranche; and
 - (ii) until the date falling 30 (thirty) calendar days prior to the Scheduled Disbursement Date;



a Market Disruption Event occurs, the Bank may notify to the Borrower that this clause has come into effect. In such case, the following rules shall apply.

- (b) In the case of a Notified Tranche, the rate of interest applicable to such Notified Tranche until the Maturity Date shall be the percentage rate per annum which is the sum of:
 - (i) the Margin; and
 - (ii) the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

The Borrower shall have the right to refuse in writing such disbursement within the deadline specified in the notice and shall bear charges incurred as a result, if any, in which case the Bank shall not effect the disbursement and the corresponding portion of the Credit shall remain available for disbursement under Article 1.2.B. If the Borrower does not refuse the disbursement in time, the parties agree that the disbursement and the conditions thereof shall be fully binding for both parties.

- (c) The Fixed Rate and the Subsidised Interest Rate previously notified by the Bank in the Disbursement Notice shall no longer be applicable.

ARTICLE 4

Repayment

4.1 Normal repayment

- (a) The Borrower shall repay each Tranche by instalments on the Repayment Dates specified in the relevant Disbursement Notice in accordance with the terms of the amortisation table delivered pursuant to Article 2.3.
- (b) Each amortisation table shall be drawn up on the basis that:
 - (i) repayment shall be made semi-annually by constant instalments of principal and interest;
 - (ii) the first Repayment Date of each Tranche shall be a Payment Date falling not earlier than 30 (thirty) days from the Scheduled Disbursement Date and not later than the first Repayment Date immediately following the 5th (fifth) anniversary of the Scheduled Disbursement Date of the Tranche; and
 - (iii) the last Repayment Date of each Tranche shall be a Payment Date falling not earlier than 4 (four) years and not later than 25 (twenty-five) years from the Scheduled Disbursement Date.

4.2 Voluntary prepayment

4.2.A Prepayment option

Subject to Articles 4.2.B, 4.2.C and 4.4, the Borrower may prepay all or part of any Tranche, together with accrued interest and indemnities if any, upon giving a Prepayment Request with at least 30 (thirty) calendar days' prior notice specifying:

- (a) the Prepayment Amount;
- (b) the Prepayment Date;
- (c) if applicable, the choice of application method of the Prepayment Amount in line with Article 5.5.C(a); and
- (d) the Contract Number.

The Prepayment Request shall be irrevocable.



4.2.B Prepayment indemnity

If the Borrower prepays a Tranche, the Borrower shall pay to the Bank on the Prepayment Date the Prepayment Indemnity in respect of the Tranche which is being prepaid.

4.2.C Prepayment mechanics

Upon presentation by the Borrower to the Bank of a Prepayment Request, the Bank shall issue a Prepayment Notice to the Borrower, not later than 15 (fifteen) days prior to the Prepayment Date. The Prepayment Notice shall specify the Prepayment Amount, the accrued interest due thereon, the Prepayment Indemnity payable under Article 4.2.B or, as the case may be, that no indemnity is due, the method of application of the Prepayment Amount and, if a Prepayment Indemnity is applicable, the deadline by which the Borrower may accept the Prepayment Notice.

If the Borrower accepts the Prepayment Notice no later than by the deadline (if any) specified in the Prepayment Notice, the Borrower shall effect the prepayment. In any other case, the Borrower may not effect the prepayment.

The Borrower shall accompany the payment of the Prepayment Amount by the payment of accrued interest, the Prepayment Indemnity and the fee under Article 4.2.D, if any, due on the Prepayment Amount, as specified in the Prepayment Notice.

4.2.D Administrative Fee

If the Borrower prepays a Tranche on a date other than a relevant Payment Date, or if the Bank exceptionally accepts, solely upon the Bank's discretion, a Prepayment Request with prior notice of less than 30 (thirty) calendar days, the Borrower shall pay to the Bank an administrative fee in such amount as the Bank shall notify to the Borrower.

4.3 Compulsory prepayment

4.3.A Prepayment Events

4.3.A(1) PROJECT COST REDUCTION

If the total cost of the Project falls below the figure stated in Recital (b) so that the amount of the Credit exceeds 50% (fifty per cent) of such total cost of the Project, the Bank may forthwith, by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding up to the amount by which the Credit exceeds 50% (fifty per cent) of the total cost of the Project, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.A(2) *PARI PASSU* TO NON-EIB FINANCING

If the Borrower voluntarily prepays (for the avoidance of doubt, prepayment shall include a repurchase or cancellation where applicable) a part or the whole of any Non-EIB Financing and:

- (a) such prepayment is not made within a revolving credit facility (save for the cancellation of the revolving credit facility);
- (b) such prepayment is not made out of the proceeds of a loan or other indebtedness having a term at least equal to the unexpired term of the Non-EIB Financing prepaid,

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract in relation to the proportion of the Loan Outstanding to be prepaid. The proportion of the Loan Outstanding that the Bank may require to be prepaid shall be the same as the proportion that the prepaid amount of the Non-EIB Financing bears to the aggregate outstanding amount of all Non-EIB Financing.



The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article, "Non-EIB Financing" includes any loan (save for the Loan and any other direct loans from the Bank to the Borrower, credit bond or other form of financial indebtedness or any obligation for the payment or repayment of money originally granted to the Borrower for a term of more than 3 (three) years.

4.3.A(3) CHANGE OF CONTROL

- (a) The Borrower shall promptly inform the Bank if a Change-of-Control Event has occurred or is likely to occur in respect of the Promoter. At any time after the occurrence of a Change-of-Control Event, the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued or outstanding under this Contract.

In addition, if the Borrower has informed the Bank that a Change-of-Control Event is about to occur, or if the Bank has reasonable cause to believe that a Change-of-Control Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request.

After the earlier of:

- (i) the lapse of 30 (thirty) days from the date of such request for consultation; or
- (ii) at any time thereafter, upon the occurrence of the anticipated Change-of-Control Event,

the Bank may, by notice to the Borrower, cancel the undisbursed portion of the Credit and demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

- (b) For the purposes of this Article

4.3.A(4) A "CHANGE-OF-CONTROL EVENT" OCCURS IF THE BORROWER CEASES TO BE THE DIRECT BENEFICIAL OWNER OF MORE THAN 50% (FIFTY PER CENT) OF THE ISSUED SHARE CAPITAL OF THE PROMOTER. CHANGE OF LAW

The Borrower shall promptly inform the Bank if a Change-of-Law Event has occurred or is likely to occur. In such case, or if the Bank has reasonable cause to believe that a Change-of-Law Event has occurred or is about to occur, the Bank may request that the Borrower consult with it. Such consultation shall take place within 30 (thirty) days from the date of the Bank's request. If, after the lapse of 30 (thirty) days from the date of such request for consultation the Bank is of the opinion that the effects of the Change-of-Law Event cannot be mitigated to its satisfaction, the Bank may by notice to the Borrower, cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract.

The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

For the purposes of this Article "Change-of-Law Event" means the enactment, promulgation, execution or ratification of or any change in or amendment to any law, rule or regulation (or in the application or official interpretation of any law, rule or regulation) that occurs after the date of this Contract and which, in the opinion of the Bank, would materially impair the Borrower's ability to perform its obligations under this Contract or the Promoter's ability to perform its obligations under the Project Agreement.



4.3.A(5) ILLEGALITY

If:

- (a) it becomes unlawful in any applicable jurisdiction for the Bank to perform any of its obligations as contemplated in this Contract or fund or maintain the Loan, or
- (b) the Cotonou Agreement is or is likely to be:
 - (i) repudiated by the Borrower or not binding on the Borrower in any respect; or
 - (ii) not effective in accordance with its terms or is alleged by the Borrower to be ineffective in accordance with its terms,
- (b) the Investment Facility Guarantee is or is likely to be:
 - (i) no longer valid or in full force and effect; or
 - (ii) not effective in accordance with its terms,

the Bank shall promptly notify the Borrower and may immediately (i) suspend or cancel the undisbursed portion of the Credit, and/or (ii) demand prepayment of the Loan Outstanding, together with accrued interest and all other amounts accrued and outstanding under this Contract on the date indicated by the Bank in its notice to the Borrower.

4.3.A(6) BREACH OF THE PROJECT AGREEMENT

In the event that the Promoter is in breach of any provision of the Project Agreement, the Bank may by notice to the Borrower require the Borrower to procure that such breach is remedied within 30 (thirty) days from the date of the Bank's notice failing which the Bank may cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.A(7) BREACH OF THE GRANT AGREEMENT

In the event that the Borrower or the Promoter is in breach of any provision of the Grant Agreement, the Bank may by notice to the Borrower require the Borrower to remedy the breach or to procure that such breach is remedied by the Promoter as appropriate, within 30 (thirty) days from the date of the Bank's notice failing which the Bank may cancel the undisbursed portion of the Credit and/or demand prepayment of the Loan Outstanding. The Borrower shall effect payment of the amount demanded on the date specified by the Bank, such date being a date falling not less than 30 (thirty) days from the date of the demand.

4.3.B Prepayment mechanics

Any sum demanded by the Bank pursuant to Article 4.3.A, together with any interest or other amounts accrued or outstanding under this Contract including, without limitation, any indemnity due under Article 4.3.C, shall be paid on the date indicated by the Bank in its notice of demand.

4.3.C Prepayment indemnity

In the case of an Indemnifiable Prepayment Event, the indemnity, if any, shall be determined in accordance with Article 4.2.B.

4.4 General

4.4.A No prejudice to Article 10

This Article 4 shall not prejudice Article 10.

4.4.B No reborrowing

A repaid or prepaid amount may not be reborrowed.



ARTICLE 5

Payments

5.1 Day count convention

Any amount due by way of interest or indemnity from the Borrower under this Contract, and calculated in respect of a fraction of a year, shall be determined on the basis of a year of 360 (three hundred and sixty) days and a month of 30 (thirty) days.

5.2 Time and place of payment

- (a) Unless otherwise specified in this Contract or in the Bank's demand, all sums other than sums of interest, indemnity and principal are payable within 15 (fifteen) days of the Borrower's receipt of the Bank's demand.
- (b) Each sum payable by the Borrower under this Contract shall be paid to the relevant account notified by the Bank to the Borrower. The Bank shall notify the account not less than 15 (fifteen) days before the due date for the first payment by the Borrower and shall notify any change of account not less than 15 (fifteen) days before the date of the first payment to which the change applies. This period of notice does not apply in the case of payment under Article 10.
- (c) The Borrower shall indicate the Contract Number in the payment details for each payment made hereunder.
- (d) A sum due from the Borrower shall be deemed paid when the Bank receives it.
- (e) Any disbursements by and payments to the Bank under this Contract shall be made using account(s) acceptable to the Bank. Any account in the name of the Borrower held with a duly authorised financial institution in the jurisdiction where the Borrower is incorporated or where the Project is undertaken is deemed acceptable to the Bank.

5.3 No set-off by the Borrower

All payments to be made by the Borrower under this Contract shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5.4 Disruption to Payment Systems

If either the Bank determines (in its discretion) that a Disruption Event has occurred or the Bank is notified by the Borrower that a Disruption Event has occurred:

- (a) the Bank may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Contract as the Bank may deem necessary in the circumstances;
- (b) the Bank shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes; and
- (c) the Bank shall not be liable for any damages, costs or losses whatsoever arising as a result of a Disruption Event or for taking or not taking any action pursuant to or in connection with this Article 5.4.

5.5 Application of sums received

5.5.A General

Sums received from the Borrower shall only discharge its payment obligations if received in accordance with the terms of this Contract.



5.5.B Partial payments

If the Bank receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under this Contract, the Bank shall apply that payment:

- (a) first, in or towards pro rata to each of any unpaid fees, costs, indemnities and expenses due under this Contract;
- (b) secondly, in or towards payment of any accrued interest due but unpaid under this Contract;
- (c) thirdly, in or towards payment of any principal due but unpaid under this Contract; and
- (d) fourthly, in or towards payment of any other sum due but unpaid under this Contract.

5.5.C Allocation of sums related to Tranches

- (a) In case of:
 - (i) a partial voluntary prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied pro rata to each outstanding instalment, or, at the request of the Borrower, in inverse order of maturity; or
 - (ii) a partial compulsory prepayment of a Tranche that is subject to a repayment in several instalments, the Prepayment Amount shall be applied in reduction of the outstanding instalments in inverse order of maturity.
- (b) Sums received by the Bank following a demand under Article 10.1 and applied to a Tranche, shall reduce the outstanding instalments in inverse order of maturity. The Bank may apply sums received between Tranches at its discretion.
- (c) In case of receipt of sums which cannot be identified as applicable to a specific Tranche, and on which there is no agreement between the Bank and the Borrower on their application, the Bank may apply these between Tranches at its discretion.

ARTICLE 6

Borrower undertakings and representations

The undertakings in this Article 6 remain in force from the date of this Contract for so long as any amount is outstanding under this Contract or the Credit is in force.

A. PROJECT UNDERTAKINGS

6.1 Use of Loan and availability of other funds

The Borrower shall immediately transfer all amounts disbursed hereunder to the Promoter under the Grant Agreement and shall ensure that the Promoter use all amounts borrowed by it under the Loan for the execution of the Project.

The Borrower shall ensure that it has available to it the other funds listed in Recital (b) and that such funds are expended, to the extent required, on the financing of the Project.

6.2 Completion of Project

The Borrower shall ensure that the Promoter carries out the Project in accordance with the Technical Description, as may be modified from time to time with the approval of the Bank, and completes it by the final date specified therein.



6.3 Increased cost of Project

If the total cost of the Project exceeds the estimated figure set out in Recital (b), the Borrower and/or the Promoter shall obtain the finance to fund the excess cost without recourse to the Bank, so as to enable the Project to be completed in accordance with the Technical Description. The plans for funding the excess cost shall be communicated to the Bank without delay.

6.4 Procurement procedure

The Borrower undertakes to ensure that the Promoter purchases equipment, secures services and orders works for the Project by acceptable procurement procedures complying, to the Bank's satisfaction, with its policy as described in its Guide to Procurement.

6.5 Continuing Project undertakings

The Borrower shall, and shall ensure that the Promoter shall:

- (a) **Maintenance:** maintain, repair, overhaul and renew all property forming part of the Project as required to keep it in good working order;
- (b) **Project assets:** unless the Bank shall have given its prior consent in writing retain title to and possession of all or substantially all the assets comprising the Project or, as appropriate, replace and renew such assets and maintain the Project in substantially continuous operation in accordance with its original purpose; the Bank may withhold its consent only where the proposed action would prejudice the Bank's interests as lender to the Borrower or would render the Project ineligible for financing by the Bank under its Statute or under article 309 of the Treaty on the Functioning of the European Union;
- (c) **Insurance:** insure all works and property forming part of the Project with first class insurance companies in accordance with the most comprehensive relevant industry practice;
- (d) **Rights and Permits:** maintain in force all rights of way or use and all Authorisations necessary for the execution and operation of the Project;
- (e) **Environment and Social:**
 - (i) implement and operate the Project in compliance with the Environmental and Social Standards; and
 - (ii) obtain, maintain and comply with requisite Environmental and Social Approvals for the Project.
- (f) **Subsidies of end-users:** in collaboration with the Rwanda Utilities Regulatory Agency or any other entity as deemed appropriate and necessary, assess the likely future evolution of the need for subsidies to end-user tariffs and work on measures to eventually phase it out in the long run.

6.6 Financial viability of the Promoter

The Borrower shall ensure financial viability of the Promoter during the whole life of the Loan, to the satisfaction of the Bank.

6.7 Financial sustainability of the electricity sector

The Borrower undertakes to transfer all necessary financial resources as and when committed to guarantee (a) the financial sustainability of the electricity sector and (b) that development and operation of the electricity system is not impaired.



B. GENERAL UNDERTAKINGS

6.8 Disposal of assets

- (a) Except as provided below, the Borrower shall procure that the Promoter shall not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily dispose of any part of its assets;
- (b) Paragraph (a) above does not apply to any disposal of assets for fair market value and at arm's length:
 - (i) made in the ordinary course of trading of the disposing entity;
 - (ii) made in exchange for other assets comparable or superior as to type, value and quality; or
 - (iii) made with the prior written consent of the Bank,

in each case other than assets forming part of the Project pursuant to Article 6.5(b) and all shares in subsidiaries holding assets forming part of the Project which may not be disposed of.

For the purposes of this Article, "dispose" and "disposal" includes any act effecting sale, transfer, lease or other disposal.

6.9 Compliance with laws

The Borrower shall comply and shall ensure the Promoter complies in all respects with all laws and regulations to which they or the Project are subject.

6.10 Change in business

The Borrower shall, and shall ensure that the Promoter shall, procure that no substantial change is made to the core business of the Promoter from that carried on at the date of this Contract.

6.11 Change in Constitution

The Borrower shall ensure that there is no material change to the constitution and mandate of the Promoter, without prior consultation with the Bank.

6.12 Books and records

The Borrower shall:

- (a) ensure that the Promoter has kept and will continue to keep proper books and records of account, in which full and correct entries shall be made of all of its financial transactions assets and business, including expenditures in connection with the Project, in accordance with GAAP as in effect from time to time; and
- (b) ensure that the Promoter keep records of contracts financed with the proceeds of the Loan (including a copy of the contract(s) and material documents relating to the procurement) for at least 6 (six) years from full and final performance of such contracts.

6.13 Integrity

(a) Prohibited Conduct:

- (i) The Borrower shall not engage in (and shall not authorise or permit any person acting on its behalf to engage in) and shall procure that the Promoter does not engage in any Prohibited Conduct in connection with the Project, any tendering procedure for the Project, or any transaction contemplated by this Contract, the Grant Agreement or the Project Agreement;



- (ii) The Borrower undertakes to take such action as the Bank shall reasonably request to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Promoter and/or the Project; and
- (iii) The Borrower undertakes to ensure that contracts financed by this Loan include the necessary provisions to enable the Borrower to investigate or terminate any alleged or suspected occurrence of any Prohibited Conduct in connection with the Promoter and/or the Project.
- (b) **Sanctions:** The Borrower shall not, and shall procure that the Promoter shall not:
 - (i) enter into a business relationship with any Sanctioned Person; or
 - (ii) make any funds available to or for the benefit of, directly or indirectly, any Sanctioned Person.
- (c) **Borrower's government officials and Promoter's management:** The Borrower undertakes to take within a reasonable timeframe appropriate measures in respect of any of its government officials and/or any member of the Promoter's board of directors and management who:
 - (i) becomes a Sanctioned Person; or
 - (ii) is the subject of a final and irrevocable court ruling in connection with Prohibited Conduct perpetrated in the course of the exercise of their professional duties,

in order to ensure that such government official and/or member(s) of the Promoter's board of director's or management is suspended, dismissed or in any case excluded from any of the Borrower's and/or Promoter's activity in relation to the Loan and to the Project.
- (d) **Appropriate measures:** The Borrower undertakes to take, within a reasonable timeframe, appropriate measures in respect of any agent of the Borrower and any member of the board of directors or management of the Promoter, and/or any person acting on their behalf, who is the subject of a court ruling in connection with any investigation involving the Borrower or the Promoter or/and Prohibited Conduct perpetrated in the course of the exercise of his/her/their professional duties in order to ensure that such member is excluded from any Borrower and/or Promoter activity in relation to the Loan and/or the Project.
- (e) **Contracts:** In relation to the award of any contract for the provision of goods, equipments, services and/or works related to the Project, the Borrower shall ensure that any bidder whose beneficial owners are close associates or family members to any Borrower's government officials or senior officer or any Promoter's board of directors and management or senior officer be identified and that adequate measures be adopted to address potential conflicts of interest prior to the award of such contracts.

6.14 **Grant Agreement:**

- (a) The Borrower undertakes that it shall enter into the Grant Agreement with the Promoter, which shall, without limitation:
 - (i) specify that the proceeds of the loan from the Borrower to the Promoter shall be used solely for the financing of the Project in accordance with the terms of this Agreement and the Project Agreement;
 - (ii) specify financial terms and conditions satisfactory to the Bank.
- (b) The Borrower undertakes not to abrogate, revoke or materially vary, amend or waive the Grant Agreement or any terms thereof, save with the prior written agreement of the Bank.
- (c) The Borrower undertakes to inform the Bank as soon as it becomes aware of any default by the Promoter under the Grant Agreement, and to inform the Bank of any action it proposes to take in relation thereto.



6.15 **Project Agreement**

The Borrower shall procure that the Promoter complies, at all times, with all terms and conditions under the Project Agreement.

6.16 **General Representations and Warranties**

The Borrower represents and warrants to the Bank that:

- (a) the Promoter is duly established and validly existing as a company limited by shares, fully owned by the Government of Rwanda, registered since 1 August 2014 with the Rwanda Development Board (Office of the Register General) under number 103370539 and it has power to carry on its business as it is now being conducted and to own its property and other assets;
- (b) it has the power to execute, deliver and perform its obligations under this Contract and all necessary action has been taken to authorise the execution, delivery and performance of the same by it;
- (c) this Contract constitutes its legally valid, binding and enforceable obligations;
- (d) the execution and delivery of, the performance of its obligations under and compliance with the provisions of this Contract do not and will not contravene or conflict with:
 - (i) any applicable law, statute, rule or regulation, or any judgement, decree or permit to which it is subject;
 - (ii) any agreement or other instrument binding upon it which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Contract;
- (e) the latest available consolidated audited accounts of the Promoter have been prepared on a basis consistent with previous years and have been approved by its auditors as representing a true and fair view of the results of its operations for that year and accurately disclose or reserve against all the liabilities (actual or contingent) of the Promoter;
- (f) there has been no Material Adverse Change since 10 November 2020;
- (g) no event or circumstance which constitutes a Prepayment Event or an Event of Default has occurred and is continuing unremedied or unwaived;
- (h) no litigation, arbitration, administrative proceedings or investigation is current or to its knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against it or any of its subsidiaries any unsatisfied judgement or award;
- (i) it has obtained all necessary Authorisations in connection with this Contract and in order to lawfully comply with its obligations hereunder, and the Project and all such Authorisations are in full force and effect and admissible in evidence;
- (j) the Promoter is the sole legal and beneficial owner and has good title to the assets forming part of the Project;
- (k) its payment obligations under this Contract rank not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its debt instruments except for obligations mandatorily preferred by law applying to companies generally;
- (l) it is in compliance with Article 6.5(e) and to the best of its knowledge and belief (having made due and careful enquiry) no Environmental or Social Claim has been commenced or is threatened against it; and
- (m) it is in compliance with all undertakings under this Article 6;
- (n) no loss of rating clause or financial covenants have been concluded with any other creditor of the Borrower;



- (o) to the best of its knowledge, no funds invested in the Project by the Borrower and/or the Promoter or by their respective controlling entities are of illicit origin, including products of Money Laundering or linked to the Financing of Terrorism;
- (p) neither of the Borrower, the Promoter, the Borrower's government officials, the members of the Promoter's board of directors and management, the Borrower and Promoter's respective agents, officers and directors nor any other person acting on their behalf or under their control has committed nor will commit:
 - (i) any Prohibited Conduct in connection with the Project or any transaction contemplated by the Contract or any other document in connection with the Project; or
 - (ii) any illegal activity related to the Financing of Terrorism or Money Laundering;
- (q) the Project (including without limitation, the negotiation, award and performance of contracts financed or to be financed by the Loan) has not involved or given rise to any Prohibited Conduct; and
- (r) it applies and complies with the sanctions imposed by the United Nations and the European Union.

The representations and warranties set out above shall survive the execution of this Contract and are, with the exception of the representation set out in paragraph (f) above, deemed repeated on each Disbursement Request, Disbursement Date and on each Payment Date.

ARTICLE 7

Security

7.1 Negative pledge

The Borrower shall not create or permit to subsist any Security over any of its assets.

For the purposes of this Article 7.1, the term Security shall also include any arrangement or transaction on assets or receivables or money (such as the sale, transfer or other disposal of assets on terms whereby they are or may be leased to or re-acquired by the Borrower, the sale, transfer or other disposal of any receivables on recourse terms or any arrangement under which money or the benefit of a bank account or other account may be applied or set-off or any preferential arrangement having a similar effect) in circumstances where the arrangement or transaction is entered into primarily as a method of raising credit or of financing the acquisition of an asset.

7.2 Pari passu ranking

The Borrower shall ensure that its payment obligations under this Contract rank, and will rank, not less than *pari passu* in right of payment with all other present and future unsecured and unsubordinated obligations under any of its External Debt Instruments.

In particular, if the Bank makes a demand under Article 10.1 or if an event or potential event of default under any unsecured and unsubordinated External Debt Instrument of the Borrower or of any of its agencies or instrumentalities has occurred and is continuing, the Borrower shall not make (or authorize) any payment in respect of any other such External Debt Instrument (whether regularly scheduled or otherwise) without simultaneously paying, or setting aside in a designated account for payment on the next Payment Date a sum equal to the same proportion of the debt outstanding under this Contract as the proportion that the payment under such External Debt Instrument bears to the total debt outstanding under that External Debt Instrument. For this purpose, any payment of an External Debt Instrument that is made out of the proceeds of the issue of another instrument, to which substantially the same persons as hold claims under the External Debt Instrument have subscribed, shall be disregarded.



In this Contract, "External Debt Instrument" means (a) an instrument, including any receipt or statement of account, evidencing or constituting an obligation to repay a loan, deposit, advance or similar extension of credit (including without limitation any extension of credit under a refinancing or rescheduling agreement), (b) an obligation evidenced by a bond, debenture or similar written evidence of indebtedness or (c) a guarantee granted by the Borrower for an obligation of a third party; provided in each case that such obligation is: (i) governed by a system of law other than the law of the Borrower; or (ii) payable in a currency other than the currency of the Borrower's country; or (iii) payable to a person incorporated, domiciled, resident or with its head office or principal place of business outside the Borrower's country.

7.3 Security

Should the Borrower grant to a third party any security for the performance of any External Debt Instrument or any preference or priority in respect thereof, the Borrower shall, if so required by the Bank, provide to the Bank equivalent security for the performance of its obligations under this Contract or grant to the Bank equivalent preference or priority.

7.4 Clauses by inclusion

If the Borrower concludes with any other medium or long term financial creditor a financing agreement that includes a loss-of-rating clause, and/or a cross default clause and/or a *pari passu* clause not provided for in this Contract or is more favourable to the relevant financial creditor than the equivalent provision(s) of this Contract, the Borrower shall promptly so inform the Bank and shall, at the request of the Bank, forthwith execute an agreement to amend this Contract so as to provide for an equivalent provision in favour of the Bank.

ARTICLE 8

Information and Visits

8.1 Information concerning the Project

The Borrower shall, and/or shall ensure that the Promoter, where appropriate, shall:

- (a) deliver to the Bank:
 - (i) the information in content and in form, and at the times, specified in Schedule A.2 or otherwise as agreed from time to time by the parties to this Contract; and
 - (ii) any such information or further document concerning the financing, procurement, implementation, operation and related environmental or social matters of or for the Project as the Bank may reasonably require within a reasonable time,

provided always that if such information or document is not delivered to the Bank on time, and the Borrower and/or the Promoter do not rectify the omission within a reasonable time set by the Bank in writing, the Bank may remedy the deficiency, to the extent feasible, by employing its own staff or a consultant or any other third party, at the Borrower's expense and the Borrower shall provide such persons with all assistance necessary for the purpose;

- (b) submit for the approval of the Bank without delay any material change to the Project, also taking into account the disclosures made to the Bank in connection with the Project prior to the signing of this Contract, in respect of, inter alia, the price, design, plans, timetable or to the expenditure programme or financing plan for the Project;
- (c) promptly inform the Bank of:
 - (i) any action or protest initiated or any objection raised by any third party or any genuine complaint received by the Borrower or any Environmental or Social Claim that is to its knowledge commenced, pending or threatened against it; and



- (ii) any fact or event known to the Borrower and/or the Promoter, which may substantially prejudice or affect the conditions of execution or operation of the Project;
- (iii) any non-compliance by any party with any Environmental and Social Law;
- (iv) any suspension, revocation or modification of any Environmental and Social Approval;
- (v) a genuine allegation or complaint with regard to any Prohibited Conduct related to the Project; and
- (vi) should it become aware of any fact or information confirming or reasonably suggesting that:
 - (1) any Prohibited Conduct has occurred in connection with the Project, or
 - (2) any of the funds invested in the share capital of the Promoter or in the Project was derived from an illicit origin including products of Money Laundering or linked to the Financing of Terrorism;
 and set out the action to be taken with respect to such matters;
- (d) promptly inform the Bank of any material change in the tariff methodology; and
- (e) provide to the Bank, if so requested:
 - (i) a certificate of its insurers showing fulfilment of the requirements of Article 6.5(c);
 - (ii) annually, a list of policies in force covering the insured property forming part of the Project, together with confirmation of payment of the current premiums; and
 - (iii) true copies of contracts financed with the proceeds of the Loan and evidence of expenditures relating to disbursements.

8.2 Information concerning the Borrower and the Promoter

The Borrower shall, and/or shall ensure that the Promoter, where appropriate, shall:

- (a) deliver to the Bank:
 - (i) as soon as they become available but in any event within 240 (two hundred and forty) days after the end of each of its financial years the Promoter's audited consolidated annual report, balance sheet, profit and loss account and auditors report for that financial year; and
 - (ii) such further information on the Promoter's general financial situation as the Bank may reasonably require or such certificates of compliance with the undertakings of Article 6 as the Bank may deem necessary;
 - (iii) such further information, evidence or document concerning:
 - (1) its general financial situation or such certificates of compliance with the undertakings of Article 6; and
 - (2) the compliance with the due diligence requirements of the Bank, including, but not limited to "know your customer" (KYC) or similar identification procedures,
 when requested and within a reasonable time; and
- (b) inform the Bank immediately of:
 - (i) any material alteration to the Promoter's statutes or shareholding structure and of any change of ownership of 5% or more of its shares after the date of this Contract;
 - (ii) any fact which obliges it to prepay any financial indebtedness or any European Union funding;
 - (iii) any event or decision that constitutes or may result in a Prepayment Event;



- (iv) any intention on its part to grant any Security over any of its assets in favour of a third party;
- (v) any intention on its part to sell, transfer, lease or otherwise dispose of its assets and which could trigger a breach of Article 6.8;
- (vi) any intention on its part to relinquish ownership of any material component of the Project;
- (vii) any fact or event that is reasonably likely to prevent the substantial fulfilment of any obligation of the Borrower under this Contract, and/or the Borrower or Promoter under the Grant Agreement or the Project Agreement;
- (viii) any Event of Default having occurred or being threatened or anticipated;
- (ix) any fact or event which results in (1) any agent of the Borrower, or (2) any member of the Promoter's management bodies or any of its controlling entities being a Sanctioned Person;
- (x) unless prohibited by law, any material litigation, arbitration, administrative proceedings or investigation carried out by a court, administration or similar public authority, which, to the best of its knowledge and belief, is current, imminent or pending against the Borrower or the Promoter or its controlling entities or agents of the Borrower or the Promoter's management bodies in connection with Prohibited Conduct related to the Credit, the Loan or the Project;
- (xi) any measure taken by the Borrower or the Promoter pursuant to Article 6.13 of this Contract; and
- (xii) any litigation, arbitration or administrative proceedings or investigation which is current, threatened or pending and which might if adversely determined result in a Material Adverse Change;

8.3 Visits, Right of Access and Investigation

- (a) The Borrower shall, and shall ensure that the Promoter shall, allow persons designated by the Bank, as well as persons designated by the competent European Union institutions including the Court of Auditors of the European Union, the European Commission and the European Anti-Fraud Office to:
 - (i) visit the sites, installations and works comprising the Project and to conduct such checks as they may wish for purposes connected with this Contract and the financing of the Project;
 - (ii) interview representatives of the Borrower and/or Promoter, and not obstruct contacts with any other person involved in or affected by the Project; and
 - (iii) review the Borrower's and/or Promoter's books and records in relation to the execution of the Project and to be able to take copies of related documents to the extent permitted by the law.
- (b) The Borrower shall, and shall ensure that the Promoter shall, facilitate investigations by the Bank and by any other competent authority of the European Union institutions or bodies in connection with any alleged or suspected occurrence of a Prohibited Conduct and shall provide the Bank, or ensure that the Bank is provided, with all necessary assistance for the purposes described in this Article.
- (c) The Borrower acknowledges that the Bank may be obliged to communicate information relating to the Borrower and/or the Promoter and the Project to any competent institution or body of the European Union including the Court of Auditors of the European Union, the European Commission and the European Anti-Fraud office as are necessary for the performance of their tasks in accordance with the laws of the European Union.

**ARTICLE 9****Charges and expenses****9.1 Taxes, duties and fees**

The Borrower shall pay all Taxes, duties, fees and other impositions of whatsoever nature, including stamp duty and registration fees, arising out of the execution or implementation of this Contract or any related document and in the creation, perfection, registration or enforcement of any Security for the Loan to the extent applicable.

The Borrower shall pay all principal, interest, indemnities and other amounts due under this Contract gross without any withholding or deduction of any national or local impositions whatsoever required by law or under an agreement with a governmental authority or otherwise. If the Borrower is obliged to make any such withholding or deduction, it shall gross up the payment to the Bank so that after withholding or deduction, the net amount received by the Bank is equivalent to the sum due.

9.2 Other charges

The Borrower shall bear all charges and expenses, including professional, banking or exchange charges incurred in connection with the preparation, execution, implementation, enforcement and termination of this Contract or any related document, any amendment, supplement or waiver in respect of this Contract or any related document, and in the amendment, creation, management, enforcement and realisation of any security for the Loan.

9.3 Increased costs, indemnity and set-off

- (a) The Borrower shall pay to the Bank any costs or expenses incurred or suffered by the Bank as a consequence of the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or compliance with any law or regulation which occurs after the date of signature of this Contract, in accordance with or as a result of which (i) the Bank is obliged to incur additional costs in order to fund or perform its obligations under this Contract, or (ii) any amount owed to the Bank under this Contract or the financial income resulting from the granting of the Credit or the Loan by the Bank to the Borrower is reduced or eliminated.
- (b) Without prejudice to any other rights of the Bank under this Contract or under any applicable law, the Borrower shall indemnify and hold the Bank harmless from and against any loss incurred as a result of any full or partial discharge that takes place in a manner other than as expressly set out in this Contract.
- (c) The Bank may set off any matured obligation due from the Borrower under this Contract (to the extent beneficially owned by the Bank) against any obligation (whether or not matured) owed by the Bank to the Borrower regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If either obligation is unliquidated or unascertained, the Bank may set off in an amount estimated by it in good faith to be the amount of that obligation.



ARTICLE 10

Events of Default

10.1 Right to demand repayment

The Borrower shall repay all or part of the Loan Outstanding (as requested by the Bank) forthwith, together with accrued interest and all other accrued or outstanding amounts under this Contract, upon written demand being made by the Bank in accordance with the following provisions.

10.1.A Immediate demand

The Bank may make such demand immediately without prior notice or any judicial or extra judicial step:

- (a) if the Borrower does not pay on the due date any amount payable pursuant to this Contract at the place and in the currency in which it is expressed to be payable, unless:
 - (i) its failure to pay is caused by an administrative or technical error or a Disruption Event; and
 - (ii) payment is made within 3 (three) Business Days of its due date;
- (b) if any information or document given to the Bank by or on behalf of the Borrower or the Promoter or any representation, warranty or statement made or deemed to be made by the Borrower or the Promoter in, pursuant to or for the purposes of entering into this Contract or the Project Agreement or in connection with the negotiation or performance of this Contract or the Project Agreement is or proves to have been incorrect, incomplete or misleading in any material respect;
- (c) if, following any default of the Borrower in relation to any loan, or any obligation arising out of any financial transaction, other than the Loan:
 - (i) the Borrower is required or is capable of being required or will, following expiry of any applicable contractual grace period, be required or be capable of being required to prepay, discharge, close out or terminate ahead of maturity such other loan or obligation; or
 - (ii) any financial commitment for such other loan or obligation is cancelled or suspended;
- (d) if the Borrower is unable to pay its debts as they fall due, or suspends its debts, or makes or seeks to make a composition with its creditors;
- (e) if any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) or an order is made or an effective resolution is passed for the winding up of the Promoter or if the Promoter takes steps towards a substantial reduction in its capital, is declared insolvent or ceases or resolves to cease to carry on the whole or any substantial part of its business or activities, or any situation similar to any of the above occurs under any applicable law;
- (f) if an encumbrancer takes possession of, or a receiver, liquidator, administrator, administrative receiver or similar officer is appointed, whether by a court of competent jurisdiction or by any competent administrative authority or by any person, of or over, any part of the business or assets of the Promoter or any property forming part of the Project;
- (g) if the Borrower or the Promoter defaults in the performance of any obligation in respect of any other loan granted by the Bank or financial instrument entered into with the Bank;
- (h) if the Borrower or the Promoter defaults in the performance of any obligation in respect of any other loan made to it from the resources of the Bank or the European Union;



- (i) if any expropriation, attachment, arrestment, distress, execution, sequestration or other process is levied or enforced upon the property of the Borrower or the Promoter or any property forming part of the Project and is not discharged or stayed within 14 (fourteen) days;
- (j) if a Material Adverse Change occurs, as compared with the Borrower's condition or the Promoter's condition at the date of this Contract; or
- (k) if it is or becomes unlawful for the Borrower or the Promoter to perform any of their obligations under this Contract or the Project Agreement or this Contract or the Project Agreement is not effective in accordance with its terms or is alleged by the Borrower or the Promoter to be ineffective in accordance with its terms.

10.1.B Demand after notice to remedy

The Bank may also make such demand without prior notice or any judicial or extra judicial step (without prejudice to any notice referred to below):

- (a) if the Borrower fails to comply with any provision of this Contract (other than those referred to in Article 10.1.A or the Borrower and/or the Promoter fail(s) to comply with any obligation under the Project Agreement; or
- (b) if any fact related to the Borrower or the Project stated in the Recitals materially alters and is not materially restored and if the alteration either prejudices the interests of the Bank as lender to the Borrower or adversely affects the implementation or operation of the Project,

unless the non-compliance or circumstance giving rise to the non-compliance is capable of remedy and is remedied within a reasonable period of time specified in a notice served by the Bank on the Borrower or the Promoter as appropriate.

10.2 Other rights at law

Article 10.1 shall not restrict any other right of the Bank at law to require prepayment of the Loan Outstanding.

10.3 Indemnity

In case of demand under Article 10.1 in respect of any Tranche, the Borrower shall pay to the Bank the amount demanded together with the indemnity on any amount of principal due to be prepaid. Such indemnity shall (i) accrue from the due date for payment specified in the Bank's notice of demand and be calculated on the basis that prepayment is effected on the date so specified, and (ii) be for the amount communicated by the Bank to the Borrower as the present value (calculated as of the date of the prepayment) of the excess, if any, of:

- (a) The applicable Fixed Rate net of the Margin that would accrue thereafter on the amount prepaid over the period from the date of prepayment to the Maturity Date, if it were not prepaid; over
- (b) the interest that would so accrue over that period, if it were calculated at the Redeployment Rate, less 0.15% (fifteen basis points).

The said present value shall be calculated at a discount rate equal to the Redeployment Rate, applied as of each relevant Payment Date of the applicable Tranche.

Amounts due by the Borrower pursuant to this Article 10.3 shall be payable on the date specified in the Bank's demand.

10.4 Non-Waiver

No failure or delay or single or partial exercise by the Bank in exercising any of its rights or remedies under this Contract shall be construed as a waiver of such right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.



ARTICLE 11

Law and jurisdiction, miscellaneous.

11.1 Governing Law

This Contract and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Luxembourg.

11.2 Jurisdiction

- (a) The Court of Justice of the European Union has exclusive jurisdiction to settle any dispute arising out of or in connection with this Contract (including a dispute regarding the existence, validity or termination of this Contract or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Contract.
- (b) The parties agree that the Court of Justice of the European Union is the most appropriate and convenient court to settle any disputes between them and, accordingly, that they will not argue to the contrary.
- (c) The parties to this Contract hereby waive any immunity from or right to object to the jurisdiction of these courts. A decision of the courts given pursuant to this Article shall be conclusive and binding on each party without restriction or reservation.

11.3 Place of performance

Unless otherwise specifically agreed by the Bank in writing, the place of performance under this Contract, shall be the seat of the Bank.

11.4 Evidence of sums due

In any legal action arising out of this Contract the certificate of the Bank as to any amount or rate due to the Bank under this Contract shall, in the absence of manifest error, be *prima facie* evidence of such amount or rate.

11.5 Entire Agreement

This Contract constitutes the entire agreement between the Bank and the Borrower in relation to the provision of the Credit hereunder, and supersedes any previous agreement, whether express or implied, on the same matter.

11.6 Invalidity

If at any time any term of this Contract is or becomes illegal, invalid or unenforceable in any respect, or this Contract is or becomes ineffective in any respect, under the laws of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Contract or the effectiveness in any other respect of this Contract in that jurisdiction; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Contract or the effectiveness of this Contract under the laws of such other jurisdictions.

11.7 Amendments

Any amendment to this Contract shall be made in writing and shall be signed by the parties hereto.

11.8 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.



ARTICLE 12

Final clauses

12.1 Notices

12.1.A Form of Notice

- (a) Any notice or other communication given under this Contract must be in writing and, unless otherwise stated, may be made by letter, electronic mail and facsimile.
- (b) Notices and other communications for which fixed periods are laid down in this Contract or which themselves fix periods binding on the addressee, may be made by hand delivery, registered letter, facsimile or by electronic mail. Such notices and communications shall be deemed to have been received by the other party:
 - (i) on the date of delivery in relation to a hand-delivered or registered letter;
 - (ii) on receipt of transmission in relation to a facsimile;
 - (iii) in the case of any electronic mail sent by the Borrower to the Bank, only when actually received in readable form and only if it is addressed in such a manner as the Bank shall specify for this purpose; or
 - (iv) in the case of any electronic mail sent by the Bank to the Borrower, when the electronic mail is sent.
- (c) Any notice provided by the Borrower or the Promoter to the Bank by electronic mail shall:
 - (i) mention the Contract Number in the subject line; and
 - (ii) be in the form of a non-editable electronic image (pdf, tif or other common non editable file format agreed between the parties) of the notice signed by an Authorised Signatory with individual representation right or by two or more Authorised Signatories with joint representation right of the Borrower or the Promoter as appropriate, attached to the electronic mail.
- (d) Notices issued by the Borrower pursuant to any provision of this Contract shall, where required by the Bank, be delivered to the Bank together with satisfactory evidence of the authority of the person or persons authorised to sign such notice on behalf of the Borrower and the authenticated specimen signature of such person or persons.
- (e) Without affecting the validity of electronic mail or facsimile notices or communication made in accordance with this Article 12.1, the following notices, communications and documents shall also be sent by registered letter to the relevant party at the latest on the immediately following Business Day:
 - (i) Disbursement Request;
 - (ii) revocation of a Disbursement Request according to Article 1.2.C(b);
 - (iii) any notices and communication in respect of the deferment, cancellation and suspension of a disbursement of any Tranche, Market Disruption Event, Prepayment Request, Prepayment Notice, Event of Default, any demand for prepayment; and
 - (iv) any other notice, communication or document required by the Bank.
- (f) The parties agree that any above communication (including via electronic mail) is an accepted form of communication and shall constitute admissible evidence in court.

12.1.B Addresses

The address, fax number and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication to be made or document to be delivered under or in connection with this Contract is:



For the Bank

Attention: OPS Global Partner

100, boulevard Konrad Adenauer
L-2950 Luxembourg

E-mail address: OPS_GP-2_SecDiv@eib.org

For the Borrower

Attention: Minister of Finance and Economic
Planning - Republic of Rwanda

P.O. Box 158 Kigali, Republic of Rwanda

E-mail address: mfin@minecofin.gov.rw

12.1.C Notification of communication details

The Bank and the Borrower shall promptly notify the other party in writing of any change in their respective communication details.

12.2 English language

- (a) Any notice or communication given under or in connection with this Contract must be in English.
- (b) All other documents provided under or in connection with this Contract must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Bank, accompanied by a certified English translation and, in this case, the English translation will prevail.

12.3 Recitals and Schedules

The Recitals and following Schedules form part of this Contract:

Schedule A	Project Specification and Reporting
Schedule B	Definition of EURIBOR
Schedule C	Form of Disbursement Request (Article 1.2.B)
Schedule D	Form of Certificate from Borrower (Article 1.4.C)



The parties hereto have caused this Contract to be executed in 3 (three) originals in the English language.

At Kigali, this 23rd December 2020

At Luxembourg, this 23rd December 2020



Signed for and on behalf of
REPUBLIC OF RWANDA

Uzziel Ndagijimana
Minister of Finance and Economic Planning

Signed for and on behalf of
EUROPEAN INVESTMENT BANK

Diederick Zambon
Head of Division
Africa - Public Sector

Roger Stuart
Head of Division
Legal Department

**Schedule A****Project Specification and Reporting****A.1 Technical Description (Article 6.2)****Purpose, Location**

The Project is an investment Programme of distribution schemes in Rwanda that will be co-financed by AfDB and the Bank on a parallel basis. It consists of two components:

- Component 1: Investments in new low and medium voltage networks to increase electricity access in the Eastern and South Provinces. The investments are expected to result to approx. 190,000 new connections (Table A.1.2)
- Component 2: Investments for the rehabilitation and upgrade of distribution networks across the country to increase capacity improve grid reliability and enhance operational efficiency. EIB funds will be allocated to the area of Kigali (Table A.1.2 – A.1.6).

Overall, the investments will lead to approx. 8,000 km of new distribution network and 230 MVA of new transformer capacity. The Programme also includes implementation support financed both by AfDB and the Bank aimed at strengthening the operational capacity of the Promoter and assisting them in the management of the Programme (Component 3).

Description

See next pages



Table A.1.1. Programme cost

		EIB (EUR)		AFDB (EUR)		TOTAL (EUR)	
		Plan	Real	Plan	Real	Plan	Real
	COMPONENT 1 - Electricity access					-	
1.1	On-grid electricity access investments – Southern Province	-		52.00		52.00	
1.2	On-grid electricity access investments – Eastern Province	79.20		-		79.20	
	Subtotal COMPONENT 1	-		-		131.20	
	COMPONENT 2 - Rehabilitation and upgrade of distribution networks	-		-		-	
2.1	Upgrade of Kariakibi line	-		1.80		1.80	
2.2	Upgrade and extension of different MV lines for improved supply	-		46.00		46.00	
2.3	Upgrade of single lines to three phase lines	-		19.85		19.85	
2.4	Substations upgrade	-		10.80		10.80	
2.5	Construction and rehabilitation of MW/LV Cabin and associated MV lines in Secondary Cities	-		16.08		16.08	
2.6	Kigali distribution rehabilitation	18.30		-		18.30	
	Subtotal COMPONENT 2	-		-		114.82	
	COMPONENT 3 implementation support	-		-		-	
3.1	Consultancy services for EIB financed components	2.50		-		2.50	
3.2	Consultancy services and PIU for AFDB financed components	-		7.02		7.02	
	Subtotal COMPONENT 3	-				9.52	
	TOTAL	100.00	-	155.88		255.88	



Table A.1.2 Subcomponent 1

District	Connections				New distribution assets							
	HHs		Trade centers		MV (km)		LV (km)		Number of transfer.		MVA	
	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real
AFDB financed - Southern Province												
1	Gisagara	236		10,143		56		233		98		9
2	Huye	2,351		28,158		148		357		149		13
3	Nyamagabe	1,174		10,630		96		212		83		7
4	Nyanza	454		13,945		88		328		154		13
5	Nyaruguru	155		6,753		34		128		34		3
6	Ruhango	-		12,213		72		296		67		6
	AFDB total	4,370		81,840		473		1,470		585		51
EIB financed - Eastern Province												
1	Bugesera	10,322		544		171		400		74		6
2	Gatsibo	21,247		774		120		543		87		8
3	Kayanza	10,800		456		113		440		90		8
4	Kirehe	15,647		728		102		183		85		7
5	Ngoma	13,585		389		123		320		95		8
6	Nyagatare	12,770		1,084		128		243		67		6
7	Rwamagana	12,125		80		132		296		107		9
	EIB total	114,276		4,935		687		2,405		605		53
	TOTAL	178,746		83,866		1,360		3,875		1,190		104

Table A.1.3 Subcomponent 2.2 & 2.3

Subcomponent 2.2 - Upgrade and extension of different MV lines for improved supply													
		Kigali		Southern		Eastern		Northern		Western		TOTAL	
	Type of investment	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real
1	Extension of MV lines (km)	42		30		24		136		119		351.00	
2	New transformers (number)	40		39		44		76		75		263	
3	LV Network re-conductoring and reconfiguration (km)	150		185		317		351		407		1500.00	
Subcomponent 2.3 - Upgrade and extension of different MV lines for improved supply													
		Kigali		Southern		Eastern		Northern		Western		TOTAL	
	Type of investment	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real	Plan	Real
1	MV lines (km)	30.4		31.6		143.7		10.4		30.9		256	
2	LV lines	20.5		151.5		319.6		32.1		49.1		572.8	

**Table A.1.4 Subcomponent 2.5**

Subcomponent 2.5 - Construction and rehabilitation of MV/LV Cabin and associated MV lines in Secondary Cities					
No	District	Additional MVA		MV lines (km)	
		Plan	Real	Plan	Real
1	Huye	0.42		0.7	
2	Muhanga	0.56		0.55	
3	Nyagatare	0.88		1.5	
4	Rusizi	2.47		3.84	
5	Rubavu	0.25		0.2	
6	Bugesera	0.4		18.3	
	TOTAL	4.98		25.09	



Table A.1.5 Subcomponent 2.6 - A

Subcomponent 2.6 - Upgrade and extension of different MV lines for improved supply (A)							
	Section		New or Reconducting	Length (km)			
				Overhead		Underground	
	From :	To:		Plan	Real	Plan	Real
1	Gikondo SS	PH APAPE	New	3.5			
2	Fawe	Gacurro	Recon.	2.5			
3	Mt-Kigali	Rabero-Nyururama	New	4			
4	T-OFF SCAF	Rubungu	New	1.5			
5	Kabuga 2 Cabin	Kabuga	New	0.5			
6	Ubukwa Cabin	Calese Hypotekane	New	1.5			
7	Mindjan	Abatoir	New			1.5	
8	Kigali sud	Onatocom Cabin	New			1	
9	Kimironko Prison	La printemps	New	2			
10	Chez Rasta	ATS Cabin	New			1.5	
11	Minkere	Kijovu	New			1.2	
12	Nyandurama 1	Nyandurama 2	New	1			
13	Buzanza Cemetery	Buzanza AirForce	New			1	
14	Buzanza AirForce	Rubindi Hatchery	New	3			
15	Murindi Cabin	T-OFF Masaka	New			0.5	
16	Kerema-Nonege	Mt-Kigali	New	5			
17	Remera 1	Sonotuba	New			1	
20	Pompape Nyirurama	Agabere	New	2.2			
21	Mumera	Krugiza	New			0.5	
22	St Andre	Pylon 8	New			0.5	
23	Fawe	ULK-Uherubuso	New	5			
24	Munemba	Nyakaibanda	New			0.5	
25	MINUJEST-Lemigo	Kimihurura S-Rukiri	New			3	
26	Rukiri	INILAK	New	1			
	Total			32.7		12.2	

**Table A.1.6 Subcomponent 2.6 - B**

Subcomponent 2.6 - Upgrade and extension of different MV lines for improved supply (B)				
No	Name of MV/LV Cabin	No of MV Pannels	Power house	LV equipment
1	Kiyovu	5	yes	yes
2	Utexwa	7	yes	yes
3	Miniplan	7	yes	yes
4	Remera 2	2		
5	Sonatube	7	yes	yes
6	Kanombe Airport	6	yes	yes
7	Gikondo Haut	6	yes	yes
8	Kigali North			yes
9	Kigali South			yes
10	IPRC Cabin	2		yes
11	PH Paul	6	yes	yes
12	Gasabo District	6	yes	yes
13	Kibagabaga 1	6	yes	yes
14	Gitega 1	6	yes	yes
15	Lue Elephant	7		yes
16	Military Camp	8	yes	yes
17	Nzove	7	yes	yes
18	ATS Kimihurura	7	yes	yes
19	Kimihurura D	6	yes	yes
20	St Andre	5	yes	yes
21	Fawe	6	yes	yes
22	Paruwasi Kicukiro		yes	yes
23	Red Cross		yes	yes
24	Kimihurura 3	6	yes	yes
25	Kimihurura Sector	7	yes	yes

Calendar

The Project will be implemented in the 2020-2024 period.



A.2 Information Duties under Article 8.1(a)

1. Dispatch of information: designation of the person responsible

The information below has to be sent to the Bank under the responsibility of:

	Financial Contact	Technical Contact
Company	Ministry of Finance and Economic Planning	MINECOFIN
Contact person	Gerald MUGABE	Gerald MUGABE
Title	External Finance Division	Ag. Division Manager
Function / Department financial and technical	Government Chief Economist	External Finance Division
Address	12 KN 3 Ave, Kigali	12 KN 3 Ave, Kigali
Phone	(+250) 252 577 581	0788591189
Fax	(+250)252 575 756	(+250)252 575 756
Email	info@minecofin.gov.rw	Gerald.mugabe@minecofin.gov.rw

The above-mentioned contact persons are the responsible contacts for the time being. The Borrower shall inform the Bank immediately in case of any change.

2. Information on specific subjects

The Borrower shall deliver to the Bank the following information at the latest by the deadline indicated below.

Document / information	Deadline
<i>Environmental and social classification of the various sub-projects validated by the competent authority RDB;</i>	<i>As soon as available</i>
<i>Appropriate environmental and social assessments documents and/or RAP satisfactory to the Bank;</i>	<i>As soon as available</i>
<i>Authorizations issued by the competent authority, RDB, for the sub-projects requiring an EIA and/or a RAP.</i>	<i>As soon as available</i>
<i>GIS maps of the assets constructed since the last disbursement and an update of the project status as in the Technical Description.</i>	<i>Before each disbursement after the first</i>
<i>Updated procurement and implementation plans to the satisfaction of the Bank, from the second disbursement onwards</i>	<i>Before each disbursement</i>



3. Information on the project's implementation

The Borrower shall deliver to the Bank the following information on project progress during implementation at the latest by the deadline indicated below.

Document / information	Deadline	Frequency of reporting
Project Progress Report <ul style="list-style-type: none"> - Update of tables A.1.1 - A.1.6 in Appendix A.1 indicating real figures for the reporting period and revised forecasts explaining the reasons for significant changes vs. initial scope; - A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope; - Update on the date of completion of each of the main project's components, explaining reasons for any possible delay; - Update on the cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost; - Total energy billed and total energy distributed per province for the reporting period; - Connections under the Demand stimulation programme; - New connections in Rwanda other than the ones under the Programme. - The latest SAIDI and SAIFI per province; - Update of the E&S related activities and a description of any major issue with impact on the environment; - Update on procurement procedures and on procurement undertaken; - Any relevant change of the regulatory framework and tariff setting that occurred; - Any significant issue that has occurred and any significant risk that may affect the project's operation; - Number of staff in the PIU and changes since the last reporting. - Number of EDCL and EUCL staff - Updates to EIB on the progress of implementing the project Gender Action Plan, with a focus on the employment related activities. - Any legal action concerning the project that may be on-going. - Amount of financial contribution from the Government to keep end-user tariffs at more affordable levels. Absolute value as well as average impact relative to the average end-user tariff. - Year-on-year variation in the average tariff for end-users. - Amount of commercial losses for the last year available. 	31 st Jan. 30 th April 31 st July 31 st Oct. 2021 2022 2023 2024	quarterly



4. Information on the end of works and first year of operation

The Borrower shall deliver to the Bank the following information on project completion and initial operation at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
<p>Project Completion Report, including:</p> <ul style="list-style-type: none"> - Final update of tables A.1.1 – A.1.6 in Appendix A.1 indicating real figures for the past year explaining the reasons for significant changes vs. initial scope; - Final Technical Description, explaining the reasons for significant changes vs. initial scope; - The date of completion of each of the main project's components, explaining reasons for any possible delay (in particular for primary substations); - Final cost of the project, explaining reasons for any possible cost variations vs. initial budgeted cost; - Employment effects of the project: person-days required during implementation (person-years) as well as permanent new jobs created; - Total energy billed and total energy distributed per province in the past year; - SAIDI and SAIFI in the past year per province; - Volume of losses in the past year per province; - A description of any major issue with impact on the environment or social impacts; - A monitoring report on the implementation of the Environmental and Social Policy Framework as well as of the Resettlement Action Plans; - Latest tariff decision (highlighting in particular the return rate on invested capital, efficiency and quality targets and any regulatory novelties implemented); - Final electricity prices charged by the promoter, split by the main cost categories (energy, transmission and distribution, etc.); - Any significant issue that has occurred and any significant risk that may affect the project's operation; - Updates to EIB on the progress of implementing the project Gender Action Plan, with a focus on the employment related activities. - Any legal action concerning the project that may be on-going. 	30 th April 2026

The financing for this project benefits from an EU guarantee to the Bank under DECISION No466/2014/EU of the European Parliament and of the Council. Pursuant to Article 9 (2) of this Decision, the Bank "shall require the project promoters to carry out thorough monitoring during project implementation until completion, inter alia, on the economic, development, social, environmental and human rights impact of the investment project. The EIB shall verify on a regular basis the information provided by the project promoters and make it publicly available if the project promoter agrees. Where possible, project completion reports related to EIB financing operations shall be published excluding confidential information."

Accordingly, and without prejudice to the Bank's obligation to make publicly available any project-related environmental information under Aarhus Convention, the Bank shall make publicly available all information provided by the Borrower in the Project Progress Reports and Project Completion Report provided that such information is expressly marked by the Borrower as "for publication on the EIB website".

Alternatively, the Borrower may also decide to publish this information on its own website and provide the EIB with the corresponding link (URL) which will be used as a source for EIB publication.



The EIB will not take any responsibility for the content of such information made public on its website. Documents marked as "for publication on the EIB website" will be published as received and will not be edited by the EIB. Only functioning URLs that link to the relevant project-related information will be published by the EIB.

5. Information required 3 years after the Project Completion Report

The Borrower shall deliver to the Bank the following information 3 years after the project completion report at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
<i>Update on the Monitoring Indicators :</i> <ul style="list-style-type: none"> - <i>New connections per Province in the last three years</i> - <i>SAIDI and SAIFI in the past year per province per year in the last three years;</i> - <i>Volume of losses in the past year per province per year in the last three years;</i> - <i>Total energy billed and total energy distributed per province per year in the last three years.</i> 	
Language of reports	English

Schedule B**Definition of EURIBOR**

"EURIBOR" means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period.

(the period for which the rate is taken or from which the rates are interpolated being the "Representative Period").

For the purposes of paragraphs (a) to (c) above:

- (i) "available" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), or any successor to that function of EMMI, as determined by the Bank; and
- (ii) "Screen Rate" means the rate of interest for deposits in EUR for the relevant period as published at 11h00, Brussels time, or at a later time acceptable to the Bank on the day (the "Reset Date") which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them, as at approximately 11:00 a.m., Brussels time on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If no sufficient quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11:00 a.m., Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European banks for a period equal to the Representative Period. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

All percentages resulting from any calculations referred to in this Schedule B will be rounded, if necessary, to the nearest one thousandth of a percentage point, with halves being rounded up.

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI (or any successor to that function of EMMI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

If the Screen Rate becomes permanently unavailable, the EURIBOR replacement rate will be the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk-free rates established by the European Central Bank (ECB), the Financial Services and Markets Authority (FSMA), the European Securities and Markets Authority (ESMA) and the European Commission, or (ii) the European Money Market Institute, as the administrator of EURIBOR, or (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, (iv) the national competent authorities designated under Regulation (EU) 2016/1011, or (v) the European Central Bank.

If no Screen Rate and/or the EURIBOR replacement rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.



Schedule C

Form of Disbursement Request (Article 1.2.B)

**Disbursement Request
RWANDA – ELECTRICITY ACCESS RWANDA**

Date:

Please proceed with the following disbursement:

Loan Name (*):

ELECTRICITY ACCESS RWANDA

Signature Date (*):

Contract Number:

91989

Currency & amount requested	
Currency	Amount

Proposed disbursement date:

INTEREST	Int. rate basis (Art. 3.1)	
	Rate	
	Frequency (Art. 3.1)	Semi-annual <input type="checkbox"/>
	Payment Dates (Art. 3.1)	/
CAPITAL	Repayment frequency	Semi-annual <input type="checkbox"/>
	Repayment methodology (Art. 4.1)	Constant annuities <input type="checkbox"/>
	First Repayment Date	
	Last Repayment Date	

Reserved for the Bank:	(contract currency)
Total Credit Amount:	
Disbursed to date:	
Balance for disbursement:	
Current disbursement:	
Balance <u>after</u> disbursement:	
Disbursement deadline:	
Max. number of disbursements:	
Minimum Tranche size:	
Conditions precedent:	Yes / No



Account to be credited:

Account N°:

Account Holder/Beneficiary:

(please, provide IBAN format if the country is included in IBAN Registry published by SWIFT, otherwise appropriate account format in line with the local banking practice)

Bank name and address:

Bank identification code (BIC).....

Payment details to be provided:.....

Please transmit information relevant to:

Name(s) of the Borrower's Authorised Signatory(ies) (as defined in the Contract):

.....

Signature(s) of the Borrower's Authorised Signatory(ies) (as defined in the Contract):

.....

IMPORTANT NOTICE TO THE BORROWER:

PLEASE ENSURE THAT THE LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS PROVIDED TO THE BANK HAS BEEN DULY UPDATED PRIOR TO THE SUBMISSION OF ANY DISBURSEMENT REQUEST. IN THE EVENT THAT ANY SIGNATORIES OR ACCOUNTS APPEARING IN THIS DISBURSEMENT REQUEST ARE NOT INCLUDED IN THE LATEST LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS RECEIVED BY THE BANK, THIS DISBURSEMENT REQUEST SHALL BE REGARDED AS NOT HAVING BEEN MADE.

IN ADDITION, IF THIS IS THE FIRST DISBURSEMENT REQUEST UNDER THE FINANCE CONTRACT, THE CONDITIONS SET OUT IN ARTICLE 1.4A OF THE FINANCE CONTRACT MUST HAVE BEEN MET TO THE SATISFACTION OF THE BANK PRIOR TO THE DATE HEREOF.



Schedule D

Form of Certificate from Borrower (Article 1.4.C)

From: Republic of Rwanda
 To: European Investment Bank
 Date:
 Subject: Finance Contract between European Investment Bank and Republic of Rwanda
 dated [●] (the "Finance Contract")
 Contract Number 91989 Operation Number 2020-0030

Dear Sir or Madam,

Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

- (a) no Prepayment Event has occurred and is continuing unremedied or unwaived;
- (b) no Security of the type prohibited under Article 7.1 has been created or is in existence;
- (c) no security for the performance of any External Debt Instrument or any preference or priority in respect thereof has been granted to a third party without the Bank being informed in accordance with Article 7.3;
- (d) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.1, save as previously communicated by us;
- (e) we have sufficient funds available to ensure the timely completion and implementation of the Project in accordance with Schedule A.1;
- (f) no event or circumstance which constitutes or would with the passage of time or giving of notice under the Finance Contract constitute an Event of Default has occurred and is continuing unremedied or unwaived;
- (g) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;
- (h) the representations and warranties to be made or repeated by us under Article 6.13 are true in all respects; and
- (i) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract.

Yours faithfully,

For and on behalf of REPUBLIC OF RWANDA

Date:

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 022/01 ryo ku wa 02/03/2021 ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Banki y'Umuryango w'Ubumwe bw'Uburayi y'Ishoramari, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo gukwirakwiza amashanyarazi mu Rwanda, yashyiriweho umukono i Kigali n'i Luxembourg, ku wa 23 Ukuboza 2020</p>	<p>Seen to be annexed to Presidential Order n° 022/01 of 02/03/2021 ratifying the Finance Contract between the Republic of Rwanda and the European Investment Bank, relating to the credit of eighty million Euros (EUR 80,000,000) for electricity access Rwanda project, signed at Kigali and at Luxembourg, on 23 December 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 022/01 du 02/03/2021 ratifiant l'Accord de financement entre la République du Rwanda et la Banque européenne d'investissement, relatif au crédit de quatre-vingts millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'électricité au Rwanda, signé à Kigali et à Luxembourg, le 23 décembre 2020</p>
---	---	--

Kigali, 02/03/2021

(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>ITEKA RYA PEREZIDA N° 023/01 RYO KU WA 02/03/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y’U RWANDA N’IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N’IMPANO INGANA NA MILIYONI MIRONGO ITANU N’ESHATU N’IBIHUMBI MAGANA ATATU Z’AMADETESI (53.300.000 DTS) N’INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N’ENYE N’IBIHUMBI IJANA Z’AMAYERO (64.100.000 EUR) AGENEWE INKUNGA YA MBERE YO GUSHYIGIKIRA GAHUNDA Y’ITERAMBERE RY’UMUKOZI N’ITERAMBERE RUSANGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 17 UKUBOZA 2020</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 023/01 OF 02/03/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-THREE MILLION, THREE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 53,300,000) AND CREDIT OF SIXTY-FOUR MILLION, ONE HUNDRED THOUSAND EUROS (EUR 64,100,000) FOR THE FIRST PROGRAMMATIC HUMAN CAPITAL FOR INCLUSIVE GROWTH DEVELOPMENT POLICY FINANCING, SIGNED IN KIGALI, RWANDA, ON 17 DECEMBER 2020</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 023/01 DU 02/03/2021 RATIFIANT L’ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L’ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-TROIS MILLIONS TROIS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (53.300.000 DTS) ET AU CRÉDIT DE SOIXANTE-QUATRE MILLIONS CENT MILLE EUROS (64.100.000 EUR) POUR LE PREMIER FINANCEMENT À L’APPUI DE POLITIQUE DE DÉVELOPPEMENT EN FAVEUR DU CAPITAL HUMAIN ET D’UNE CROISSANCE INCLUSIVE, SIGNÉ À KIGALI, AU RWANDA LE 17 DÉCEMBRE 2020</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l’exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
--	---	---

<p>ITEKA RYA PEREZIDA N° 023/01 RYO KU WA 02/03/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y’U RWANDA N’IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N’IMPANO INGANA NA MILIYONI MIRONGO ITANU N’ESHATU N’IBIHUMBI MAGANA ATATU Z’AMADETESI (53.300.000 DTS) N’INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N’ENYE N’IBIHUMBI IJANA Z’AMAYERO (64.100.000 EUR) AGENEWE INKUNGA YA MBERE YO GUSHYIGIKIRA GAHUNDA Y’ITERAMBERE RY’UMUKOZI N’ITERAMBERE RUSANGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 17 UKUBOZA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</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>PRESIDENTIAL ORDER N° 023/01 OF 02/03/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-THREE MILLION, THREE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 53,300,000) AND CREDIT OF SIXTY-FOUR MILLION, ONE HUNDRED THOUSAND EUROS (EUR 64,100,000) FOR THE FIRST PROGRAMMATIC HUMAN CAPITAL FOR INCLUSIVE GROWTH DEVELOPMENT POLICY FINANCING, SIGNED IN KIGALI, RWANDA, ON 17 DECEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</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>ARRÊTÉ PRÉSIDENTIEL N° 023/01 DU 02/03/2021 RATIFIANT L’ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L’ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-TROIS MILLIONS TROIS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (53.300.000 DTS) ET AU CRÉDIT DE SOIXANTE-QUATRE MILLIONS CENT MILLE EUROS (64.100.000 EUR) POUR LE PREMIER FINANCEMENT À L’APPUI DE POLITIQUE DE DÉVELOPPEMENT EN FAVEUR DU CAPITAL HUMAIN ET D’UNE CROISSANCE INCLUSIVE, SIGNÉ À KIGALI, AU RWANDA LE 17 DÉCEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République;</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° 012/2021 ryo ku wa 02/03/2021 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukozi n'iterambere rusange, yashyiriweho umukono i Kigali mu Rwanda, ku wa 17 Ukuboza 2020;</p> <p>Tumaze kubona Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukozi n'iterambere rusange, yashyiriweho umukono i Kigali mu Rwanda, ku wa 17 Ukuboza 2020;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>Pursuant to Law n° 012/2021 of 02/03/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-four million, one hundred thousand Euros (EUR 64,100,000) for the First Programmatic Human Capital for Inclusive Growth Development Policy Financing, signed in Kigali, Rwanda, on 17 December 2020;</p> <p>Considering the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-four million, one hundred thousand Euros (EUR 64,100,000) for the First Programmatic Human Capital for Inclusive Growth Development Policy Financing, signed in Kigali, Rwanda, on 17 December 2020;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Vu la Loi n° 012/2021 du 02/03/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda, le 17 décembre 2020;</p> <p>Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda, le 17 décembre 2020;</p> <p>Sur proposition du Ministre des Finances et de la Planification Économique;</p>
---	--	--

<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere : Kwemeza burundu</u></p> <p>Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukuzi n'iterambere rusange, yashyiriweho umukono i Kigali mu Rwanda, ku wa 17 Ukuboza 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Uburezi bashinzwe gushyira mu bikorwa iri teka.</p>	<p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-four million, one hundred thousand Euros (EUR 64,100,000) for the First Programmatic Human Capital for Inclusive Growth Development Policy Financing, signed in Kigali, Rwanda, on 17 December 2020, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation, and the Minister of Education are entrusted with the implementation of this Order.</p>	<p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda, le 17 décembre 2020, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre de l'Éducation sont chargés de l'exécution du présent arrêté.</p>
--	--	--

<p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda</p>	<p><u>Article 3:</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
--	--	---

Kigali, 02/03/2021

(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>UMUGEREKA W'ITEKA RYA PEREZIDA N° 023/01 RYO KU WA 02/03/2021 BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE (IDA), YEREKERANYE N'IMPANO INGANA NA MILIYONI MIRONGO ITANU N'ESHATU N'IBIHUMBI MAGANA ATATU Z'AMADETESI (53.300.000 DTS) N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU N'ENYE N'IBIHUMBI IJANA Z'AMAYERO (64.100.000 EUR) AGENEWE INKUNGA YA MBERE YO GUSHYIGIKIRA GAHUNDA Y'ITERAMBERE RY'UMUKOZI N'ITERAMBERE RUSANGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 17 UKUBOZA 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 023/01 OF 02/03/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION (IDA), RELATING TO THE GRANT OF FIFTY-THREE MILLION, THREE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 53,300,000) AND CREDIT OF SIXTY-FOUR MILLION, ONE HUNDRED THOUSAND EUROS (EUR 64,100,000) FOR THE FIRST PROGRAMMATIC HUMAN CAPITAL FOR INCLUSIVE GROWTH DEVELOPMENT POLICY FINANCING, SIGNED IN KIGALI, RWANDA, ON 17 DECEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 023/01 DU 02/03/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT (IDA), RELATIF AU DON DE CINQUANTE-TROIS MILLIONS TROIS CENT MILLE DROITS DE TIRAGE SPÉCIAUX (53.300.000 DTS) ET AU CRÉDIT DE SOIXANTE-QUATRE MILLIONS CENT MILLE EUROS (64.100.000 EUR) POUR LE PREMIER FINANCEMENT À L'APPUI DE POLITIQUE DE DÉVELOPPEMENT EN FAVEUR DU CAPITAL HUMAIN ET D'UNE CROISSANCE INCLUSIVE, SIGNÉ À KIGALI, AU RWANDA LE 17 DÉCEMBRE 2020</p>
---	---	--

CREDIT NUMBER 6796 -RW
GRANT NUMBER D741-RW

Financing Agreement

**(First Programmatic Human Capital for Inclusive Growth
Development Policy Financing)**

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6796 -RW
GRANT NUMBER D741-RW

FINANCING AGREEMENT

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

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, “Financing”) in the following amounts:
 - (a) an amount equivalent to fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000 (“Grant”); and
 - (b) an amount equivalent to sixty-four million, one hundred thousand Euros (EUR 64,100,000)
- 2.02. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.03. The Service Charge is the greater of: (a) the sum of three-fourths of one percent (3/4 of 1%) per annum plus the Basis Adjustment to the Service Charge; and (b) three-fourths of one percent (3/4 of 1%) per annum; on the Withdrawn Credit Balance.
- 2.04. The Payment Dates are June1 and December1 in each year.

-2-

- 2.05. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 2 to this Agreement.
- 2.06. The Payment Currency is Euro.
- 2.07. Without limitation upon the provisions of Section 5.05 of the General Conditions, the Recipient shall promptly furnish to the Association such information relating to the provisions of this Article II as the Association may, from time to time, reasonably request.

ARTICLE III — PROGRAM

- 3.01. The Recipient declares its commitment to the Program and its implementation. To this end, and further to Section 5.05 of the General Conditions:
 - (a) the Recipient and the Association shall from time to time, at the request of either party, exchange views on the Recipient's macroeconomic policy framework and the progress achieved in carrying out the Program;
 - (b) prior to each such exchange of views, the Recipient shall furnish to the Association for its review and comment a report on the progress achieved in carrying out the Program, in such detail as the Association shall reasonably request; and
 - (c) without limitation upon the provisions of paragraphs (a) and (b) of this Section, the Recipient shall promptly inform the Association of any situation that would have the effect of materially reversing the objectives of the Program or any action taken under the Program including any action specified in Section I of Schedule 1 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

- 4.01. The Additional Event of Suspension consists of the following, a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

ARTICLE V — EFFECTIVENESS; TERMINATION

- 5.01. The Additional Condition of Effectiveness consists of the following, the Association is satisfied with the progress achieved by the Recipient in carrying out the Program and with the adequacy of the Recipient's macroeconomic policy framework.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.
- 5.03. For purposes of Section 10.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the Signature Date.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

- 6.01. The Recipient's Representative is the Recipient's minister responsible for finance.
- 6.02. For purposes of Section 11.01 of the General Conditions: (a) the Recipient's address is:

Ministry of Finance and Economic Planning
12 KN 3 Ave
P.O. Box 158
Kigali, Rwanda; and

(b) the Recipient's Electronic Address is:

Tel:	Fax:	E-mail:
+250 25 257 7581	+250 25 257 5756	mfin@minecofin.gov.rw

- 6.03. For purposes of Section 11.01 of the General Conditions: (a) the Association's address is:

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

(b) the Association's Electronic Address is:

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

-4-

AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By

Uzziel Ndagijimana

Authorized Representative

Uzziel Ndagijimana

Name: _____

Title: _____ Minister of Finance and Economic Planning

Date: _____ 17-Dec-2020

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Rolande Pryce

Authorized Representative

Rolande Pryce

Name: _____

Title: _____ Country Manager

Date: _____ 17-Dec-2020

SCHEDULE 1

Program Actions; Availability of Financing Proceeds

Section I. Actions under the Program

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

1. To enhance debt transparency, the Recipient has through the Ministry of Finance and Economic Planning (MINECOFIN) operationalized Article 51.7 of Ministerial Order 00/16/10/TC Relating to Financial Regulations by approving and adopting a procedure manual on the process to be followed for the semi-annual publication of a debt statistical bulletin with comprehensive coverage of public debt and government guarantees, *as evidenced by minutes of the MINECOFIN meeting held on June 5, 2020 confirming the approval and adoption of the Internal Procedure Manual for Debt Statistical Bulletin and a copy of the approved manual dated June 2020.*
2. To enhance the COVID-19 emergency response and protect and build human capital, the Recipient, through the Ministry of Local Government (MINALOC), has developed and adopted VUP Policy Guidelines to scale-up and expand the Vision 2020 Umurenge Program by increasing coverage of Direct Support cash transfers, Nutrition Sensitive Direct Support (NSDS) cash transfers and expanded Public Works (ePW) schemes, *as evidenced by a letter dated June 19, 2020 from the PS MINALOC to the Association confirming due adoption of the VUP Policy Guidelines, and forwarding a copy of the VUP Policy Guidelines dated June 17, 2020 signed by the Minister of Local Government.*
3. To improve the financial sustainability of the community-based health insurance (CBHI) and enhance its membership, the Recipient, through the Prime Minister, has approved an increased level of transfers from domestic revenue sources to the CBHI, *as evidenced by a Prime Minister's Order No 105/03 of 30/09/2020 related to the CBHI Scheme Contributions published in Official Gazette n° Special of 01/10/2020.*
4. To enhance effective delivery of social programs to the poor and vulnerable, the Recipient, through the Ministry of Local Government (MINALOC), has developed and adopted Social Registry Policy Guidelines on the operationalization of a social registry that applies a welfare measurement scorecard on household profiling data, *as evidenced by a letter dated June 19, 2020 from the PS MINALOC to the Association, confirming adoption of the Social Registry Policy Guidelines and forwarding a copy of the Social Registry Policy Guidelines dated June 17, 2020 signed by the Minister of Local Government.*

-6-

5. To enhance timely and effective provision of Integrated Early Childhood Development (IECD) services in accordance with the National Early Childhood Development Program (NECDP) Strategic Plan, the Recipient has through the Minister of Gender and Family Promotion issued a ministerial order assigning to decentralized administrative entities responsibility for coordinating and monitoring the implementation of IECD services at their respective decentralized levels, *as evidenced by the Ministerial Order N°001/MIGEPROF/2020 Of 03/06/2020 Establishing Regulations on the Implementation of the Early Childhood Development Programme published in Official Gazette n° Special of 04/06/2020.*
6. To enhance the efficiency of student entry and flow in basic education by following minimum age criteria for admission in grade 1, the Recipient through its Cabinet has approved, adopted and submitted to Parliament the draft law “Governing Education in Rwanda”, *as evidenced by cabinet communique dated August 26, 2020, and letter No. 0414/P.M./2020 dated 10/15/2020, from the Prime Minister, Dr. Edouard Ngirente, to the President of the Chamber of Deputies of Parliament.*
7. To strengthen the quality of teaching and learning in basic education through an effective teacher management system, the Recipient has through the Executive issued Special Statutes Governing Teachers in Nursery, Primary, Secondary and Technical and Vocational Schools, *as evidenced by a Presidential Order No. 064/01 of March 16, 2020 published in Official Gazette N° 10 of March 16, 2020.*
8. To enhance institutional arrangements to better coordinate and manage delivery of services at the decentralized levels, the Recipient, through the Ministry of Public Service and Labor (MIFOTRA), has approved at national level new staffing structures at the district, sector, and cell levels, and initiated phased implementation in 26 districts, *as evidenced by MIFOTRA’s letter dated August 18, 2020 notifying the new structures and a letter from MINALOC dated August 28, 2020, confirming approval of the new cell structures by 26 District Councils.*
9. To enhance access to quality health services, the Recipient has through the Prime Minister approved an updated staffing structure that increases the number of skilled health professionals at each health facility, *as evidenced by revised Prime Minister’s Instructions No 001/03 of 01/09/2020 Determining Organisational Structure, Salaries and Fringe Benefits for Employees of Referral Hospitals, Provincial Hospitals, District Hospitals, Specialised Hospitals, Medicalised Heath Centres and Health Centres published in Official Gazette n° Special of 01/09/2020.*

Section II. Availability of Financing Proceeds

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

-7-

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

Allocations	Amount of the Grant Allocated (expressed in SDR)	Amount of the Credit Allocated (expressed in EUR)
Single Withdrawal Tranche	53,300,000	64,100,000
TOTAL AMOUNT	53,300,000	64,100,000

C. Withdrawal Tranche Release Conditions.

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

D. Deposit of Financing Amounts.

1. The Recipient, within thirty (30) days after the withdrawal of the Financing from the Financing Account, shall report to the Association: (a) the exact sum received into the Foreign Currency Dedicated Account; (b) the details of the account to which the Rwandan Franc equivalent of the Financing proceeds will be credited; (c) the record that an equivalent amount has been accounted for in the Recipient's budget management systems; and (d) the statement of receipts and disbursement of the Foreign Currency Dedicated Account.

E. Audit. Upon the Association's request, the Recipient shall:

1. have the account referred to in Section 2.03(a) of the General Conditions audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association;
2. furnish to the Association as soon as available, but, in any case, not later than three (3) months after the end of the Association's fiscal year, a certified copy of the report of such audit, of such scope and in such detail as the Association shall reasonably request, and make such report publicly available in a timely fashion and in a manner acceptable to the Association and

-8-

3. furnish to the Association such other information concerning the account referred to in Section 2.03(a) of the General Conditions and its audit as the Association shall reasonably request.
- F. Closing Date.** The Closing Date is June 30, 2023.

SCHEDULE 2

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing June 1, 2027 to and including December 1, 2058	1.5625%

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

APPENDIX

Section I. Definitions

1. “Basis Adjustment to the Service Charge” means the Association’s standard basis adjustment to the Service Charge for credits in the currency of denomination of the Credit, in effect at 12:01 a.m. Washington, D.C. time, on the date on which the Credit is approved by the Executive Directors of the Association, and expressed either as a positive or negative percentage per annum.
2. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
3. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Development Policy Financing”, dated December 14, 2018 (revised on August 1, 2020).
4. “MIFOTRA” means the Recipient’s Ministry of Public Service and Labor.
5. “MINALOC” means the Recipient’s Ministry of Local Government.
6. “MINECOFIN” means the Recipient’s Ministry of Finance and Economic Planning.
7. “Minister of Local Government” means the Recipient’s minister responsible for local government.
8. “Program” means: the program of objectives, policies, and actions set forth or referred to in the letter dated September 4, 2020 from the Recipient to the Association declaring the Recipient’s commitment to the execution of the Program, and requesting assistance from the Association in support of the Program during its execution and comprising actions taken, including those set forth in Section I of Schedule 1 to this Agreement, and actions to be taken consistent with the program’s objectives.
9. “Rwandan Franc” means to the Recipient’s local currency.
10. “Signature Date” means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to “the date of the Financing Agreement” in the General Conditions.
11. “Single Withdrawal Tranche” means the amount of the Financing allocated to the category entitled “Single Withdrawal Tranche” in the table set forth in Part B of Section II of Schedule 1 to this Agreement.

-11-

12. “Social Registry Policy Guidelines” means the Recipient’s Policy Guidelines for operationalization of the Social Registry dated June 17, 2020 issued by the Ministry of Local Government.
13. “VUP Policy Guidelines” means the Recipient’s Policy Guidelines on Expansion of the Social Safety Net, Vision 2020 Umurenge Programme to advance Human Capital Development Agenda and support families affected by COVID-19 Pandemic through Nutrition Sensitive Direct Support and Expanded Public Works dated June 17, 2020 issued by the Ministry of Local Government.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 023/01 ryo ku wa 02/03/2021 ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere (IDA), yerekeranye n'impano ingana na miliyoni mirongo itanu n'eshatu n'ibihumbi magana atatu z'Amadetsi (53.300.000 DTS) n'inguzanyo ingana na miliyoni mirongo itandatu n'enye n'ibihumbi ijana z'Amayero (64.100.000 EUR) agenewe inkunga ya mbere yo gushyigikira gahunda y'iterambere ry'umukozi n'iterambere rusange, yashyiriweho umukono i Kigali mu Rwanda, ku wa 17 Ukuboza 2020</p>	<p>Seen to be annexed to Presidential Order n° 023/01 of 02/03/2021 ratifying the Financing Agreement between the Republic of Rwanda and the International Development Association (IDA), relating to the grant of fifty-three million, three hundred thousand Special Drawing Rights (SDR 53,300,000) and credit of sixty-four million, one hundred thousand Euros (EUR 64,100,000) for the First Programmatic Human Capital for Inclusive Growth Development Policy Financing, signed in Kigali, Rwanda, on 17 December 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 023/01 du 02/03/2021 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement (IDA), relatif au don de cinquante-trois millions trois cent mille Droits de Tirage Spéciaux (53.300.000 DTS) et au crédit de soixante-quatre millions cent mille Euros (64.100.000 EUR) pour le premier financement à l'appui de politique de développement en faveur du capital humain et d'une croissance inclusive, signé à Kigali, au Rwanda, le 17 décembre 2020</p>
---	---	---

Kigali,

(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>ITEKA RYA PEREZIDA N° 024/01 RYO KU WA 02/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GISHINZWE ITERAMBERE RY'UBUHINZI (IFAD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA INANI NA MIRONGO ITANU Z'AMADETESI (10.850.000 DTS) AGENEWE GAHUNDA Y'UBUFATANYE BUGAMIJE GUSHYIRAHU AMASOKO RUSANGE AHAMYE Y'AMATUNGO MAGUFI (PRISM), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 UGUSHYINGO 2020 N'I ROMA MU BUTALIYANI, KU WA 10 UKUBOZA 2020</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 024/01 OF 02/03/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD), RELATING TO THE LOAN OF TEN MILLION EIGHT HUNDRED FIFTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,850,000) FOR THE PARTNERSHIP FOR RESILIENT AND INCLUSIVE SMALL LIVESTOCK MARKETS (PRISM) PROGRAMME, SIGNED IN KIGALI, RWANDA, ON 27 NOVEMBER 2020 AND IN ROME, ITALY, ON 10 DECEMBER 2020</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 024/01 DU 02/03/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL DE DÉVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRÊT DE DIX MILLIONS HUIT CENT CINQUANTE MILLE DROITS DE TIRAGE SPÉCIAUX (10.850.000 DTS) POUR LE PROGRAMME DE PARTENARIAT EN FAVEUR DE MARCHÉS DU PETIT ÉLEVAGE RÉSILIANTS ET INCLUSIFS (PRISM), SIGNÉ À KIGALI, AU RWANDA, LE 27 NOVEMBRE 2020 ET À ROME, EN ITALIE, LE 10 DÉCEMBRE 2020</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier:</u> Ratification</p> <p><u>Article 2:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3:</u> Entrée en vigueur</p>
---	---	--

<p>ITEKA RYA PEREZIDA N° 024/01 RYO KU WA 02/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GISHINZWE ITERAMBERE RY'UBUHINZI (IFAD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA INANI NA MIRONGO ITANU Z'AMADETESI (10.850.000 DTS) AGENEWE GAHUNDA Y'UBUFATANYE BUGAMIJE GUSHYIRAHU AMASOKO RUSANGE AHAMYE Y'AMATUNGO MAGUFI (PRISM), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 UGUSHYINGO 2020 N'I ROMA MU BUTALIYANI, KU WA 10 UKUBOZA 2020</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168, n'iya 176;</p>	<p>PRESIDENTIAL ORDER N° 024/01 OF 02/03/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD), RELATING TO THE LOAN OF TEN MILLION EIGHT HUNDRED FIFTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,850,000) FOR THE PARTNERSHIP FOR RESILIENT AND INCLUSIVE SMALL LIVESTOCK MARKETS (PRISM) PROGRAMME, SIGNED IN KIGALI, RWANDA, ON 27 NOVEMBER 2020 AND IN ROME, ITALY, ON 10 DECEMBER 2020</p> <p>We, KAGAME Paul, President of the Republic;</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>ARRÊTÉ PRÉSIDENTIEL N° 024/01 DU 02/03/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL DE DÉVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRÊT DE DIX MILLIONS HUIT CENT CINQUANTE MILLE DROITS DE TIRAGE SPÉCIAUX (10.850.000 DTS) POUR LE PROGRAMME DE PARTENARIAT EN FAVEUR DE MARCHÉS DU PETIT ÉLEVAGE RÉSILIANTS ET INCLUSIFS (PRISM), SIGNÉ À KIGALI, AU RWANDA, LE 27 NOVEMBRE 2020 ET À ROME, EN ITALIE, LE 10 DÉCEMBRE 2020</p> <p>Nous, KAGAME Paul, Président de la République ;</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° 013/2021 ryo ku wa 02/03/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gishinzwe Iterambere ry'Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyiriweho umukono i Kigali mu Rwanda n'i Roma mu Butaliyani, ku wa 10 Ukuboza 2020;</p> <p>Tumaze kubona Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gishinzwe Iterambere ry'Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Ugushyiraho 2020 n'i Roma mu Butaliyani, ku wa 10 Ukuboza 2020;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>Pursuant to Law n° 013/2021 of 02/03/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for Resilient and Inclusive Small Livestock Markets Program (PRISM), signed in Kigali, Rwanda and in Rome, Italy, on 10 December 2020;</p> <p>Considering the Financing Agreement between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for Resilient and Inclusive Small Livestock Markets (PRISM) Programme, signed in Kigali, Rwanda, on 27 November 2020 and in Rome, Italy, on 10 December 2020;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Vu la Loi n° 013/2021 du 02/03/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda et à Rome, en Italie, le 10 décembre 2020;</p> <p>Considérant l'Accord de financement entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda, le 27 novembre 2020 et à Rome, en Italie, le 10 décembre 2020;</p> <p>Sur proposition du Ministre des Finances et de la Planification Économique;</p>
--	---	---

<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gishinzwe Iterambere ry'Ubuhanzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Ugushyingo 2020 n'i Roma mu Butaliyani, ku wa 10 Ukuboza 2020, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p> <p><u>Ingingo ya 2: Abashinzwe gushyira mu bikorwa iri teka</u></p> <p>Minisitiri w'Intebe, Minisitiri w'Imari n'Igenamigambi, Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane na Minisitiri w'Ubuhanzi n'Ubworozi bashinzwe gushyira mu bikorwa iri teka.</p>	<p>After consideration and approval by the Cabinet meeting,</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Financing Agreement between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for Resilient and Inclusive Small Livestock Markets (PRISM) Programme, signed in Kigali, Rwanda, on 27 November 2020 and in Rome, Italy, on 10 December 2020, annexed to this Order, is ratified and becomes fully effective.</p> <p><u>Article 2: Authorities responsible for the implementation of this Order</u></p> <p>The Prime Minister, the Minister of Finance and Economic Planning, the Minister of Foreign Affairs and International Cooperation and the Minister of Agriculture and Animal Resources are entrusted with the implementation of this Order.</p>	<p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier: Ratification</u></p> <p>L'Accord de financement entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda, le 27 novembre 2020 et à Rome, en Italie le 10 décembre 2020, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p> <p><u>Article 2: Autorités chargées de l'exécution du présent arrêté</u></p> <p>Le Premier Ministre, le Ministre des Finances et de la Planification Économique, le Ministre des Affaires Étrangères et de la Coopération Internationale et le Ministre de l'Agriculture et des Ressources Animales sont chargés de l'exécution du présent arrêté.</p>
--	--	--

<p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
--	---	---

Kigali, 02/03/2021

(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>UMUGEREKA W'ITEKA RYA PEREZIDA N° 024/01 RYO KU WA 02/03/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GISHINZWE ITERAMBERE RY'UBUHINZI (IFAD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA INANI NA MIRONGO ITANU Z'AMADETESI (10.850.000 DTS) AGENEWE GAHUNDA Y'UBUFATANYE BUGAMIJE GUSHYIRAHU AMASOKO RUSANGE AHAMYE Y'AMATUNGO MAGUFI (PRISM), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 UGUSHYINGO 2020 N'I ROMA MU BUTALIYANI, KU WA 10 UKUBOZA 2020</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 024/01 OF 02/03/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT (IFAD), RELATING TO THE LOAN OF TEN MILLION EIGHT HUNDRED FIFTY THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,850,000) FOR THE PARTNERSHIP FOR RESILIENT AND INCLUSIVE SMALL LIVESTOCK MARKETS (PRISM) PROGRAMME, SIGNED IN KIGALI, RWANDA, ON 27 NOVEMBER 2020 AND IN ROME, ITALY, ON 10 DECEMBER 2020</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 024/01 DU 02/03/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS INTERNATIONAL DE DÉVELOPPEMENT AGRICOLE (FIDA), RELATIF AU PRÊT DE DIX MILLIONS HUIT CENT CINQUANTE MILLE DROITS DE TIRAGE SPÉCIAUX (10.850.000 DTS) POUR LE PROGRAMME DE PARTENARIAT EN FAVEUR DE MARCHÉS DU PETIT ÉLEVAGE RÉSILIENTS ET INCLUSIFS (PRISM), SIGNÉ À KIGALI, AU RWANDA, LE 27 NOVEMBRE 2020 ET À ROME, EN ITALIE, LE 10 DÉCEMBRE 2020</p>
---	--	--

LOAN NO. 2000003086

FINANCING AGREEMENT

Partnership for Resilient and Inclusive Small Livestock Markets (PRISM)

between the

THE REPUBLIC OF RWANDA

and the

INTERNATIONAL FUND FOR AGRICULTURAL DEVELOPMENT

Signed in Kigali, Rwanda and in Rome, Italy

FINANCING AGREEMENT

Loan No: 2000003086

Programme: Partnership for Resilient and Inclusive Small Livestock Markets ("the Programme" or "PRISM")

The Republic of Rwanda (the "Borrower")

and

The International Fund for Agricultural Development (the "Fund" or "IFAD")

(each a "Party" and both of them collectively the "Parties")

WHEREAS the Borrower has requested financing from the Fund for the purpose of financing the PRISM;

WHEREAS, the Programme is expected to receive co-financing from Heifer International (Heifer) and from the Belgian Development Agency (ENABEL);

WHEREAS, the Fund has agreed to provide a loan for the Programme to finance the activities described in Schedule 1 to this Agreement (the Activities);

NOW THEREFORE, the Parties hereby agree as follows:

Section A

1. The following documents collectively form this Agreement: this document, the Programme Description and Implementation Arrangements (Schedule 1), the Allocation Table (Schedule 2), the Special Covenants (Schedule 3) and the General Conditions. In the event of a conflict between this document and any of the Schedules, the provisions of this document shall take precedence.

2. All provisions of the Fund's General Conditions for Agricultural Development Financing dated 29 April 2009, amended as of December 2018, and as may be amended hereafter from time to time (the "General Conditions") shall apply to this Agreement. For the purposes of this Agreement the terms defined in the General Conditions shall have the meanings set forth therein, unless the Parties otherwise agree in this Agreement.

3. The Fund shall provide a Loan (the "Financing") to the Borrower which the Borrower shall use to implement the PRISM in accordance with the terms and conditions of this Agreement.

Section B

1. The amount of the Loan is SDR 10 850 000 (ten million and eight hundred and fifty thousand Special Drawing Rights).

2. The Loan is granted on highly concessional terms, and shall be free of interest but shall bear a fixed service charge as determined by the Fund at the date of approval of the Loan by the Fund's Executive Board, payable semi-annually in the Loan Service Payment Currency. The Loan shall have a maturity period of forty (40) years, including a grace period of ten (10) years starting from the date of approval of the Loan by the Fund's Executive Board. The principal is to be repaid at 4.5 per cent of the total principal per annum for years eleven (11) to thirty (30), and 1 per cent of the total principal per annum for years thirty first (31) to forty (40).

3. The Loan Service Payment Currency shall be the US dollar.
4. The first day of the applicable Fiscal Year shall be July 1st.
5. Payments of principal and service charge shall be payable on each 1 April and 1 October.
6. There shall be one Designated Account in USD for IFAD resources, for the exclusive use of the Programme opened in the National Bank of Rwanda. The Borrower shall inform the Fund of the officials authorized to operate the Designated Account.
7. There shall be one Programme Operations Account for IFAD resources in Rwandan francs (RWF) opened by the Lead Programme Agency in the National Bank of Rwanda.
8. The Borrower shall provide counterpart financing for the Programme in an amount equivalent to approximately three million three hundred thousand US dollars (USD 3.3 million) to cover taxes for the Programme and land allocation for youth beneficiaries. The Borrower shall also cause the participating districts to contribute services and training in kind to the Programme, estimated at approximately 0.7 million USD.

Section C

1. The Lead Programme Agency shall be the Rwanda Agriculture and Animal Resources Development Board (RAB) of the Ministry of Agriculture and Animal Resources (MINAGRI) of the Borrower.
2. Additional Programme Parties include those parties responsible for the implementation of any part of the Programme and any other parties deemed necessary by the Lead Programme Agency.
3. The Programme Completion Date shall be approximately sixty (60) months after the date of entry into force of this Agreement or such other date as the Fund may designate by notice to the Borrower and the Financing Closing Date will be established as specified in the General Conditions. The Agreement shall enter into force on the date of receipt by the Fund of the instrument of ratification.
4. Mid-term review. A Mid-Term Review will be conducted as specified in Section 8.03 (b) and (c) of the General Conditions; however, the Parties may agree on a different date for the Mid-Term Review of the Implementation of the Programme.

Section D

The Loan will be administered and the Programme supervised by IFAD.

Section E

1. The following are designated as additional grounds for suspension of the right of the Borrower to request disbursements:
 - (a) The Programme Implementation Manual (PIM) and/or any provision thereof, has been waived, suspended, terminated, amended or modified without the prior agreement of IFAD and IFAD, after consultation with the Borrower, has determined that it has had, or is likely to have, a material adverse effect on the Programme.

- (b) The Programme Manager or other key Programme staff (Heads of Financial Management, Procurement and M&E officer) have been removed from the Programme without the prior consultation with the Fund;
2. The following are designated as additional general conditions precedent to withdrawal:
- (a) The IFAD no objection to the PIM shall have been obtained;
 - (b) The Programme Steering Committee (PSC) shall have been established;
 - (c) The Programme Operations Manager and dedicated Programme Accountant shall have been appointed.
3. This Agreement is subject to ratification by the Borrower.
4. The following are the designated representatives and addresses to be used for any communication related to this Agreement:

For the Borrower:

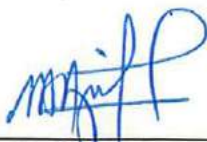
The Minister of Finance and Economic Planning
Ministry of Finance and Economic Planning
P.O. Box 158 Kigali
The Republic of Rwanda

For the Fund:

The President
International Fund for Agricultural Development
Via Paolo di Dono 44
00142 Rome, Italy

This Agreement, has been prepared in the English language in two (2) original copies, one (1) for the Fund and one (1) for the Borrower and shall enter into force as provided for in Section 13.01 of the General Conditions.

REPUBLIC OF RWANDA

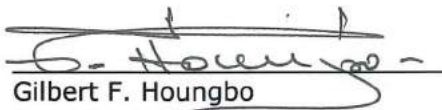


Uzziel Ndagiimana
Minister for Finance and
Economic Planning



Date: 27/11/2020

INTERNATIONAL FUND FOR
AGRICULTURAL DEVELOPMENT


Gilbert F. Hounbo
President

Date: 10 Dec 2020

Schedule 1

Programme Description and Implementation Arrangements

I. Programme Description

1. Programme overall objective

The overall objective of the Programme is to reduce poverty by empowering poor rural men, women and youth to participate in the transformation of the Rwanda livestock sector and to enhance their resilience. Specifically, the Programme seeks to increase competitiveness and profitability of the small livestock sector for the provision of quality products from smallholder producers to domestic and regional consumers.

2. Programme Goal

The Programme Goal is to improve food and nutrition security and incomes of poor rural households through better performance of the value chains.

3. Partnership with ENABEL and HEIFER

PRISM is a partnership programme implemented by the Rwanda Agriculture and Animal Resources Development Board (RAB), jointly supported by IFAD, the Belgian Development Agency (ENABEL) and Heifer International (which has also an implementing role). The Programme consists of two complementary interventions, one is supported by IFAD through this Agreement, the other is supported by ENABEL through a separate agreement, whose content and strategies have been aligned, and will be implemented jointly under a common implementation mechanism.

4. Programme area

The IFAD Financing will target a total of 15 districts across the northern, southern and western provinces of Rwanda. The selection of the districts and their respective sectors will be based on the incidence of poverty and food insecurity as well as the comparative advantage for the development of the targeted small livestock value chains. The ENABEL-funded interventions will be concentrating on areas with higher potential for market-oriented poultry and pig production.

5. Target population

PRISM will directly target a total of 26,355 poor rural households belonging to *Ubudehe* categories 1, 2 and 3: (i) 23,400 poor and food insecure rural households (approximately 88,000 household members in categories 1 and 2) will benefit from a pro-poor graduation pathway, tailoring the services provided to the socio-economic conditions and specific households' needs; (ii) 1,530 rural youth will receive support to organize themselves into small livestock production cooperatives, and (iii) 1,425 market-oriented producers (mostly from categories 2 and 3) will be supported through a combination of technical, business and financial capacity building.

PRISM will ensure that women and men equally benefit from its interventions; at least 50 per cent of the targeted beneficiaries will be women and at least 30 per cent will be youth. ENABEL intervention will focus more on supporting already established smallholder commercial farmers and private firms (suppliers and processors) and will target additional 21,254 beneficiaries. IFAD-ENABEL partnership will allow to target and support different actors in the small livestock value chains, with inclusive tailored strategies, leveraging the comparative advantages of the two agencies.

6. Components

PRISM will have the following interlinked and mutually supporting components: (i) Climate-smart intensification of small livestock production systems; (ii) Support to small livestock value chain development; and (iii) Policy support and coordination.

Component 1: Climate-smart intensification of small livestock production systems.

Social mobilization and graduation of vulnerable households. Heifer International will co-finance and implement this intervention, targeting 23,400 poor and food insecure rural households through a pro-poor graduation pathway, which is designed to strengthen the capacity of the most vulnerable smallholder farmers (*Ubudehe* 1 and 2) while linking them to markets. The topics covered include financial literacy, nutrition education, business management and gender equity to increase their production and productivity. ENABEL will apply the Farmer Field School approach, targeting 12,000 households selected among the most market-oriented, to complement the Heifer activities.

Support climate smart innovations in production. In order to mitigate potential negative impact of small livestock production intensification, the Programme will promote several activities including: (i) promotion of agroforestry for enhanced feed efficiency; (ii) manure management through adoption of biogas system and composting; and (iii) installation of rainwater harvesting facilities for improved water use efficiency.

Improve animal health status and genetic potential of small livestock. In communities benefitting from the graduation pathway, Community Agro-Vet Entrepreneurs will be identified, trained and deployed to support animal well-being across all value chains, and community animal health funds will be established to manage health risk. The Programme will provide support to RAB and private actors to build livestock assets and improve livestock stock and management. The Programme will also strengthen (i) the epidemic-surveillance capacities of veterinary services; (ii) the preparedness to sanitary crisis by supporting the development of contingency plans; (iii) the organization of disease outbreak simulation exercises; and (iv) the establishment of a disease contingency fund for major disease outbreaks.

Component 2: Support to small livestock value chain development

Support to animal feed industry. ENABEL will support the animal feed industry with a focus on quality locally produced raw materials, in order to reduce the country dependency on imports. The Programme will develop a profitable, resilient and sustainable soya and maize farms network connected to feed companies through the out-grower company model.

Productive Alliances with input suppliers and market facilitation in small livestock value chains. Productive alliances will be sought in the commercial poultry and pig value chains, building on arrangements (vertical contracts) that are already used by Rwandan animal feed manufacturers to expand their customer outreach. The beneficiaries of these productive alliances will typically belong to *Ubudehe* categories 2 and 3, already engaged in commercial activities, but also smallholder farmers from category 1, supported under component 1, which will manage to 'graduate' and produce a surplus.

Support to youth entrepreneurship in production. PRISM will target unemployed rural youth who are willing to start small livestock production enterprises and will assist them to establish viable and profitable production units, linking them to markets and services. The support will include initial intensive technical and business management support, continuous tutoring through business coaches, provision of start-up capital for investment and working capital, and linkages to financial service providers.

Support to financial institutions. PRISM will facilitate linkage of the smallholder farmers under productive alliance with the financial sector, to finance investments and working capital. It will also contribute to linking (i) vulnerable households under the graduation pathway to formal financial services and (ii) youth and private investors to financial institutions for start-up business development financing.

Component 3: Policy support and coordination

Policy and regulatory support. PRISM will support the formulation of new sector strategies and policies and the updating or formulation and enforcement of food safety and animal welfare regulatory frameworks. It will also provide capacity building support to RAB to improve skills of key staff on technical domains related to small livestock.

Support to national producers organizations and multi-stakeholder fora. PRISM will provide institutional support to existing or emerging national farmer's organizations within the targeted small livestock value chain to enable them to increase their competitiveness, visibility and their outreach. Small livestock multi-stakeholder fora will be established at regional and national level to facilitate negotiations between value chain actors and their participation in policy dialogue.

II. Implementation Arrangements

8. Lead Programme Agency

The Lead Programme Agency will be the RAB, under the auspices of MINAGRI. The IFAD and ENABEL supported interventions will be managed by a single programme management team, co-financed by both partners, and placed under the coordination of the SPIU coordinator.

9. Single Programme/Project Implementation Unit (SPIU).

PRISM will be implemented through the SPIU under RAB. The IFAD and ENABEL supported interventions will be managed by a single programme management team, co-financed by both partners, and placed under the coordination of the SPIU coordinator.

The Programme staff in charge of IFAD supported interventions will be composed of a Programme Operations Manager, a Livestock Specialist, a Rural Finance Specialist, a Programme Accountant, a Monitoring and Evaluation (M&E) Officer and a Procurement Officer, and they will be supported by existing SPIU staff on the crosscutting aspects as well as district Programme Coordinators and district Focal Points. The Financing will not be used to support staff salaries under ENABEL supported interventions. However, the Parties may discuss on additional ways to harmonize and optimize on specific requirements for Programme staff, in line with the respective requirements of the Parties.

10. Programme Steering Committee (PSC)

A common PSC will be established for IFAD and ENABEL supported interventions and chaired by the Permanent Secretary (PS), MINAGRI. The main responsibilities of the PSC will be to provide policy guidance and orientations at national level, to assess the implementation progress of the Programme, to approve AWPB and progress reports and to decide on corrective measures where appropriate. The PSC will meet at least four times a year. Detailed Terms of Reference (ToRs) and membership of the PSC are included in the PIM.

11. Programme Technical Coordination Committee (PTCC)

A PTCC will address technical and implementation issues, including those related to the coordination between partners and alignment between interventions will be composed of all implementation partners. It will be chaired by RAB. The PTCC will meet on a quarterly basis, one month ahead of the PSC meetings.

12. Partnerships

PRISM will create partnerships with decentralized entities in order to finance activities which are under the Districts. Same partnerships will be created with relevant Borrower's specialized technical agencies, such as the Rwanda Standard Board, Agriculture and Livestock Inspection and Certification Services, the Rwanda Cooperative Agency and the Rwanda Youth in Agribusiness Forum (RYAF).

The Programme will be engaged in a partnership with ENABEL and with Heifer International, which will be also a key implementing partner.

A separate agreement will be signed between Borrower/MINAGRI and Heifer International, and other implementing partners, for the implementation of the activities as described in this Schedule.

13. Programme Implementation Manual (PIM)

The Borrower will finalize the development of the Programme Implementation Manual (PIM) for the Fund's consideration and approval. The PIM will provide more details on roles and responsibilities of the Programme and implementing parties to ensure full coordination among all partners involved in implementation, implementation arrangements for the Contingency Fund, financial management requirements, include bank accounts and audit arrangements, the establishment of a grievance redress mechanism, and M&E and reporting requirements. The PIM reflects IFAD's no tolerance for Sexual Harassment (SH)/ Sexual Exploitation and Abuse (SEA) in the Programme.

Schedule 2

Allocation Table

1. *Allocation of Loan Proceeds.* (a) The Table below sets forth the Categories of Eligible Expenditures to be financed by the Loan, the allocation of amounts to each category of Financing and the percentage of expenditures for items to be financed in each Category:

Category	Loan Amount Allocated (expressed in SDR)	Allocation net of tax and other financiers' contribution, including Government
I. Works	1 550 000	100%
II. Services	2 250 000	100%
III. Consultancies	580 000	100%
IV. Contingency Fund (Goods, services & inputs)	330 000	100%
V. Goods & inputs	2 700 000	100%
VI. Vehicles	50 000	100%
VII. Training	1 240 000	100%
VIII. Recurrent costs	1 050 000	100%
Unallocated	1 100 000	
Total	10 850 000	

(b) The terms used in the Table above are defined as follows:

- (i) "Contingency Fund (Goods, services & inputs)" is an instrument to finance emergency responses in case of sanitary crisis. The operational modalities and criteria for eligibility will be defined in the PIM.
- (ii) "Goods & inputs" includes equipment and materials for building animal shelters and start up packages for Programme beneficiaries;
- (iii) "Vehicles" includes motorbikes;
- (iv) "Training" includes building institutional capacity, support to national producer organizations, support to farmer organizations and technical and business capacity building for youth; and
- (v) "Recurrent costs" includes salaries, allowances and operating costs.

(c) The Parties agree that reallocation of funds during the implementation of the Programme by mutual agreement is possible, should the necessity arises.

2. Disbursement arrangements.

Start-up Advance. Withdrawals in respect of expenditures for start-up costs incurred before the satisfaction of the general conditions precedent to withdrawal shall not exceed an aggregate amount of USD 150 000, limited to categories II, IV and VII. Activities to be financed by Start-up Advance will require the no objection from IFAD to be considered eligible.

3. *Procurement arrangements*

The procurement of goods, works and services under the Programme shall be conducted in accordance with the provisions of IFAD's Project Procurement Guidelines and Procurement Handbook as well as with the operational procedures and any other measures identified by IFAD.

Schedule 3

Special Covenants

In accordance with Section 12.01(a)(xxiii) of the General Conditions, the Fund may suspend, in whole or in part, the right of the Borrower to request withdrawals from the Loan Account if the Borrower has defaulted in the performance of any covenant set forth below, and the Fund has determined that such default has had, or is likely to have, a material adverse effect on the Programme:

1. Within 3 months of entry into force of the Financing Agreement, the Parties shall carry out an assessment of the alignment of the Integrated Financial Management Information System (IFMIS) to IFAD's financial reporting requirements and the Borrower shall commit to carrying out any necessary customization as required.

2. *Planning, Monitoring and Evaluation.* M&E functions will be effectively supported by a Management Information System (MIS). The MIS will be aligned with MINAGRI's new MIS and with IFAD's new Operational Results Management System (ORMS). A baseline, mid-term and completion survey will be conducted. The Minimum Diversity Diet for Women (MDD-W) will be integrated into the baseline and follow-up surveys.

Planning will be done jointly for the IFAD and ENABEL supported interventions. A single annual work plan and budget (AWPB) will be developed. The AWPB will be informed by an assessment of current implementation progress and will describe the strategic direction of the Programme for the coming year along with results expected (targets) under each component and how those results will be achieved. This will be complemented by a resource plan, budget and risk analysis for each result. Previous year performance and challenges will be analysed to define review and adjust planning and generate lessons. The AWPB will include plans for training and technical assistance, M&E, including the procurement plan for the year in question.

3. *Gender.* A Gender, Targeting and Community Mobilisation Specialist shall be appointed in the MINAGRI SPIU to coordinate the implementation of the gender and targeting strategies.

4. *Preventing gender based violence in the agricultural sector.* The Programme will contribute to reducing any harmful act based on gender through: (i) sensitization on the importance of addressing Gender Based Violence (GBV), application of IFAD's no tolerance for Sexual Harassment (SH) /Sexual Exploitation and Abuse (SEA) for Programme staff and Programme's activities and operations; (ii) map out and partner with GBV prevention and response actors in Programme adjoining communities; (iii) have GBV risks adequately reflected in all safeguards instruments, contracts with suppliers and other third parties to be funded with IFAD funds.

5. *Nutrition.* To support beneficiaries in addressing gaps in nutrition knowledge, the Programme will carry out nutrition education at the household level and with the youth small livestock production enterprises. To coordinate nutrition-oriented activities, the Programme will contract a Nutrition Specialist as part of the Programme staff at the central level.

6. *Compliance with the Social Environmental and Climate Assessment Procedures (SECAP).* The Borrower shall ensure that the Programme will be implemented in compliance with IFAD's SECAP and more specifically that the following measures shall be taken: (a) all Programme activities are implemented in strict conformity with the Borrower's relevant laws/regulations; (b) proposals for civil works include confirmation that no involuntary land acquisition or resettlement is required under the Programme. In the event of unforeseen land acquisition or involuntary resettlement under the Programme, the Borrower shall

immediately inform the Fund and prepare the necessary planning documents; (c) women and men shall be paid equal remuneration for work of equal value under the Programme; (d) recourse to child labour is not made under the Programme; (e) the measures included in the Gender strategy of the Programme are undertaken, and the resources needed for their implementation are made available, in a timely manner; and (f) all necessary and appropriate measures to implement the Gender strategy to ensure that women can participate and benefit equitably under the Programme are duly taken.

Under component 1 on support for climate smart- Innovations, the Programme will promote several activities for mainstreaming environmental management and climate change adaptation and mitigation in order to mitigate potential negative impact of small livestock production intensification. These activities will include: (i) enhanced feed efficiency through the promotion of fodder trees and shrub species (agroforestry) and use of crop residues at farm level; (ii) manure management through adoption of biogas systems and composting; (iii) improved water efficiency through rainwater harvesting facilities installed at farm level; and (iv) promotion of the use of solar energy for pig and poultry farms.

Under component 2, on Market Facilitation in Small Livestock Value Chains, the Programme will support the alignment of the private sector and compliance to national regulations pertaining to water and energy efficiency, waste management (e.g. biogas) and wastewater treatment or sewerage facilities and adequate washing facilities (e.g. running cold and hot or warm water).

7. *Anticorruption Measures.* The Borrower shall comply with IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, taking appropriate action to prevent, mitigate and combat Prohibited Practices.

8. *Grievance redress mechanisms (GRM).* Communities and individuals who believe that they are adversely affected by PRISM can submit complaints through the grievance redress mechanism of the Programme. The PIM will include the details and description of the GRM process.

9. *Use of Programme Vehicles and Other Equipment.* The Borrower shall ensure that:
- (a) all vehicles and other equipment procured under the Programme are allocated to the SPIU and other Implementing Agencies;
 - (b) The types of vehicles and other equipment procured under the Programme are appropriate to the needs of the Programme; and
 - (c) All vehicles and other equipment transferred to or procured under the Programme are dedicated solely to Programme use.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 024/01 ryo ku wa 02/03/2021 ryemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gishinzwe Iterambere ry'Ubuhinzi (IFAD), yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana inani na mirongo itanu z'Amadetsi (10.850.000 DTS) agenewe gahunda y'ubufatanye bugamije gushyiraho amasoko rusange ahamye y'amatungo magufi (PRISM), yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Ugushyirahamye 2020 n'i Roma mu Butaliyani, ku wa 10 Ukuboza 2020</p>	<p>Seen to be annexed to Presidential Order n° 024/01 of 02/03/2021 ratifying the Financing Agreement between the Republic of Rwanda and the International Fund for Agricultural Development (IFAD), relating to the loan of ten million eight hundred fifty thousand Special Drawing Rights (SDR 10,850,000) for the Partnership for Resilient and Inclusive Small Livestock Markets (PRISM) Programme, signed in Kigali, Rwanda, on 27 November 2020 and in Rome, Italy, on 10 December 2020</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 024/01 du 02/03/2021 ratifiant l'Accord de financement entre la République du Rwanda et le Fonds International de Développement Agricole (FIDA), relatif au prêt de dix millions huit cent cinquante mille Droits de Tirage Spéciaux (10.850.000 DTS) pour le programme de partenariat en faveur de marchés du petit élevage résilients et inclusifs (PRISM), signé à Kigali, au Rwanda, le 27 novembre 2020 et à Rome, en Italie, le 10 décembre 2020</p>
--	---	---

Kigali, 02/03/2021

(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