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17/06/2021

Ibirimo/Summary/Sommaire

page/urup.

A. Amategeko / Laws / Lois

N° 028/2021 ryo ku wa 17/06/2021

Itegeko ryemera kwemeza burundu Amasezerano y'inguzanyo, hagati ya Repubulika y'u Rwanda na *Agence Française de Développement* (AFD), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo kwegereza abaturage amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda ku wa 23 Mata 20214

N° 028/2021 of 17/06/2021

Law approving the ratification of the Credit Financing agreement between the Republic of Rwanda and the *Agence Française de Développement* (AFD), relating to the credit of eighty million Euros (EUR 80,000,000) for energy access and quality improvement project, signed at Kigali, Rwanda, on 23 April 2021.....4

N° 028/2021 du 17/06/2021

Loi approuvant la ratification de l'Accord de crédit entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'énergie et d'amélioration de sa qualité, signé à Kigali, au Rwanda le 23 avril 20214

N° 029/2021 ryo ku wa 17/06/2021

Itegeko ryemera kwemeza burundu amasezerano hagati hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) n'impano ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanzwe byatewe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Mata 2021.....80

N° 029/2021 of 17/06/2021

Law approving the ratification of the financing agreement between the Republic of Rwanda and the International Development Association, relating to the credit of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) and to the grant of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) for COVID-19 emergency response project, signed at Kigali, Rwanda, on 22 April 2021.....80

N° 029/2021 du 17/06/2021

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B. Amateka ya Perezida/Presidential Orders/Arrêtés Présidentiels

N° 069/01 ryo ku wa 17/06/2021

Iteka rya Perezida ryemeza burundu Amasezerano y'inguzanyo hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo kwegereza abatuye amashyamba no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2021.....113

N° 069/01 of 17/06/2021

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N° 069/01 du 17/06/2021

Arrêté Présidentiel ratifiant l'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'énergie et d'amélioration de sa qualité, signé à Kigali, au Rwanda, le 23 avril 2021113

N° 070/01 ryo ku wa 17/06/2021

Iteka rya Perezida ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) n'impano ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanzwe byatewe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Mata 2021.....189

N° 070/01 of 17/06/2021

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N° 070/01 du 17/06/2021

Arrêté Présidentiel ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) et au don de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) pour le projet d'intervention d'urgence au COVID-19, signé à Kigali, au Rwanda, le 22 avril 2021189

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<p>ITEGEKO N° 028/2021 RYO KU WA 17/06/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANÇAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO KWEGEREZA ABATURAGE AMASHANYARAZI NO KUNOZA UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 23 MATA 2021</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° 028/2021 OF 17/06/2021 APPROVING THE RATIFICATION OF THE CREDIT FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AGENCE FRANÇAISE DE DEVELOPPEMENT (AFD), RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2021</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° 028/2021 DU 17/06/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE CRÉDIT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU CREDIT DE QUATRE-VINGT MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉNERGIE ET D'AMÉLIORATION DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA LE 23 AVRIL 2021</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>LE PARLEMENT :</p>
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<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 3 Kamena 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 <i>Agence Française de Développement</i> (AFD), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo kwegereza abaturage amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda ku wa 23 Mata 2021;</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 <i>Agence Française de Développement</i> (AFD), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo kwegereza abaturage</p>	<p>The Chamber of Deputies, in its sitting of 3 June 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 Credit Financing Agreement, between the Republic of Rwanda and the <i>Agence Française de Développement</i> (AFD), relating to the credit of eighty million Euros (EUR 80,000,000) for energy access and quality improvement Project, signed at Kigali, Rwanda, on 23 April 2021;</p> <p>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Credit Financing Agreement, between the Republic of Rwanda and the <i>Agence Française de Développement</i> (AFD), relating to the credit of eighty million Euros (EUR 80,000,000) for energy access and quality improvement</p>	<p>La Chambre des Députés, en sa séance du 3 juin 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 crédit entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'énergie et d'amélioration de sa qualité, signé à Kigali, au Rwanda le 23 avril 2021;</p> <p>ADOpte :</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de crédit entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'énergie et d'amélioration de sa qualité, signé à Kigali,</p>
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<p>amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda ku wa 23 Mata 2021, ari ku mugereka, yemerewe kwemezwa burundu.</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>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>Project, signed at Kigali, Rwanda, on 23 April 2021, in annex, is approved for ratification.</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 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>au Rwanda le 23 avril 2021, en annexe, est approuvé pour ratification.</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>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>
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Kigali, 17/06/2021

(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/Intumwa Nkuru ya Leta
Minister of Justice/Attorney General
Ministre de la Justice/Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 028/2021 RYO KU WA 17/06/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO, HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO KWEGEREZA ABATURAGE AMASHANYARAZI NO KUNOZA UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 2021</p>	<p>ANNEX TO LAW N° 028/2021 OF 17/06/2021 APPROVING THE RATIFICATION OF THE CREDIT FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2021</p>	<p>ANNEXE À LA LOI N° 028/2021 DU 17/06/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE CRÉDIT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉNERGIE ET D'AMÉLIORATION DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 23 AVRIL 2021</p>
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AFD AGREEMENT N° CRW 1049 01 P

CREDIT FACILITY AGREEMENT

dated as of 23rd April 2021

between

AGENCE FRANÇAISE DE DEVELOPPEMENT

The Lender

and

REPUBLIC OF RWANDA

The Borrower

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CREDIT FACILITY AGREEMENT

BETWEEN:

- (1) **REPUBLIC OF RWANDA**, represented by Dr. Uzziel NDAGIJIMANA, in his capacity as Minister of Finance and Economic Planning, who is duly authorised to sign this Agreement pursuant to Article 50 of Organic Law N° 12/2013/OL of 12/09/2013 on State finances and property,

(the “**Borrower**”);

AND

- (2) **AGENCE FRANCAISE DE DEVELOPPEMENT**, a French public entity governed by French law, with registered office at 5, Rue Roland Barthes, 75598 Paris Cedex 12, France, registered with the Trade and Companies Register of Paris under number 775 665 599, represented by Mr. Christian YOKA, in his capacity as Regional Director for Eastern Africa, duly authorised to sign this Agreement,

(“**AFD**” or the “**Lender**”);

(hereinafter jointly referred to as the “**Parties**” and each as a “**Party**”);

WHEREAS:

- (A) The Borrower intends to improve access to modern energy for households, enterprises, and public institutions and enhance the efficiency of electricity service in the Republic of Rwanda (the “**Project**”), as described further in Schedule 2 (*Project Description*).
- (B) The Borrower has requested that the Lender make a facility available for the purposes of financing the Project in part.
- (C) Pursuant to a resolution n° C20200429 of the *Conseil d'Administration* dated July 9th, 2020, the Lender has agreed to make the Facility available to the Borrower pursuant to the terms and conditions of this Agreement.

THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised words and expressions used in this Agreement (including those appearing in the recitals above and in the Schedules) shall have the meaning given to them in Schedule 1A (Definitions), except as otherwise provided in this Agreement.

1.2 Interpretation

Words and expressions used in this Agreement shall be construed pursuant to the provisions of Schedule 1B (*Construction*), unless the contrary intention appears.

2. FACILITY, PURPOSE AND CONDITIONS OF UTILISATION

2.1 Facility

Subject to the terms of the Financing Documents, the Lender makes available to the Borrower a Facility in a maximum aggregate amount of eighty million Euros (EUR 80,000,000.00).

2.2 Purpose

The Borrower shall apply all amounts borrowed by it under this Facility exclusively towards financing and refinancing Eligible Expenses, including Taxes, in accordance with the Project's description set out in Schedule 2 (*Project Description*) and the Financing Plan set out in Schedule 3 (*Financing Plan*).

The funds will be on-granted by the Borrower to the Final Beneficiary on terms, which shall be subject to the Lender's prior approval.

2.3 Absence of Liability

The Lender shall not be held responsible for the use of any amount borrowed, which is not in accordance with the provisions of this Agreement.

2.4 Conditions precedent

- (a) No later than the Signing Date, the Borrower shall provide to the Lender all of the documents set out in Part I of Schedule 4 (*Conditions Precedent*).
- (b) A Drawdown Request may not be delivered to the Lender unless:
 - (i) in the case of the first Drawdown, the Lender has received all of documents listed in Part II of Schedule 4 (*Conditions Precedent*) and has notified the Borrower that such documents are satisfactory in form and substance;
 - (ii) in the case of any subsequent Drawdown, the Lender has received all of the documents set out in Part III of Schedule 4 (*Conditions Precedent*) and has notified the Borrower that such documents are satisfactory in form and substance; and
 - (iii) on the date of the Drawdown Request and on the proposed Drawdown Date for the relevant Drawdown, no Payment Systems Disruption Event has occurred and the conditions set out in this Agreement have been fulfilled, including:

- (1) no Event of Default is continuing or would result from the proposed Drawdown;
- (2) no Co-Financier has suspended its payments in relation to the Project;
- (3) the Drawdown Request has been made in accordance with the terms of Clause 3.2 (*Drawdown request*);
- (4) each representation given by the Borrower in relation to Clause 10 (*Representations and warranties*) is true; and
- (5) the previous Advance was used in accordance with this Agreement.

3. DRAWDOWN OF FUNDS

3.1 Drawdown amounts

The Facility will be made available to the Borrower during the Availability Period, in several Drawdowns, provided that the number of Drawdowns shall not exceed twenty five (25).

The amount of the proposed Drawdown shall be a minimum of three million Euros (EUR 3.000.000) or an amount equal to the Available Credit if such amount is less than three million Euros (EUR 3.000.000).

3.2 Drawdown request

- (a) Provided that the conditions set out in Clause (ii) (*Conditions precedent*) are satisfied, the Borrower or the Final Beneficiary duly appointed by the Borrower to that effect may draw on the Facility by delivery to the Lender of a duly completed Drawdown Request as described below:
 - (i) An electronic copy of the Drawdown Request duly completed and signed, together with all the supporting documents required for the relevant conditions precedent fulfilment, shall at first be submitted, to the Co-Financier, in the same manner and subject to the same terms and conditions as Withdrawal Applications under the IDA Financing Agreement; and
 - (ii) A hard copy of the duly completed and signed Drawdown Request shall be delivered by mail by the Borrower to the AFD office Director, at the address specified in Clause 16.1 (*In writing and addresses*).
- (b) Each Drawdown Request is irrevocable and will be regarded as having been duly completed if:
 - (i) the Drawdown Request is substantially in the form set out in Schedule 5A (*Form of Drawdown Request*);
 - (ii) at the latest fifteen (15) Business Days prior to the Deadline for Drawdown, an electronic copy of the Drawdown Request is received by the Lender from IDA, or a hard copy of the Drawdown Request is received by the Lender from the Borrower (as described in items (a) of Clause 3.2 (*Drawdown request*) above);
 - (iii) the proposed Drawdown Date is a Business Day falling within the Availability Period;
 - (iv) the amount of the Drawdown complies with Clause 3.1 (*Drawdown amounts*); and

3.4.2 Initial Advance

Provided that the conditions set out in Clause 2.4 (*Conditions precedent*) have been satisfied, the Lender shall pay an initial Advance of ten million Euros (EUR 10,000,000.00) to the Project Account.

3.4.3 Additional Advances

Additional Advances will be paid upon the Borrower's request, subject to the conditions set out in Clause 2.4 (*Conditions precedent*) being satisfied, upon reception by the Lender of the following documents provided by the Borrower:

- (i) a certificate signed by a duly authorised representative of the Borrower or the Final Beneficiary certifying that at least eighty per cent. (80%) of the Advance immediately preceding the Advance requested in the Drawdown Request and one hundred per cent (100%) of the penultimate Advance have been utilised, including a detailed breakdown of the payment with respect to Eligible Expenses during the relevant period;
- (ii) all contracts and order forms together with any plans and quotes (if applicable) previously provided to the Lender in accordance with, and as defined in, the Applicable Procurement Procedures, in connection with the utilisation of the amounts of the Advance made available prior to the Drawdown Request;
- (iii) evidence, in form and substance satisfactory to the Lender, that all relevant Eligible Expenses have been paid.
- (iv) the provisional forecast of expenses for the duration of the Project, updated on the date of the relevant Drawdown Request;
- (v) a revised estimate of the Project costs as well as the Eligible Expenses;
- (vi) the latest annual audit report prepared in accordance with Clause 3.4.8 (*Control - Audit*).

3.4.4 Final Advance

Unless the Lender agrees otherwise, the final Advance shall be paid in accordance with the same conditions as the other Advances and, if applicable, shall take into account any change in the financing plan of the Project agreed between the Parties.

3.4.5 Justification for use of Advances

The Borrower agrees to deliver *or* procure that the Final Beneficiary delivers to the Lender:

- (i) no later than the Deadline for Use of Funds, a certificate signed by an authorised signatory of the Borrower or of the Final Beneficiary certifying that one hundred per cent (100%) of both the penultimate Advance and the final Advance have been used and providing a detailed breakdown of the sums paid in respect of the Eligible Expenses in the relevant period; and
- (ii) no later than three (3) months after the date of delivery of the certificate referred to in subparagraph (i) au-dessus, a final audit report of the Project Account (the "**Final Audit Report**"), carried out by the Office of Auditor General or an independent and reputable auditing firm appointed

by the Borrower or the Final Beneficiary under terms of reference acceptable to the Co-Financier and the Lender. In the case where the audit is conducted by an auditing firm, the Lender will give its no-objection on the appointed auditing firm. All audit costs shall be paid by the Borrower. The appointed auditing firm shall verify that all amounts drawn under the Facility and paid into the Project Account have been used in accordance with the terms and conditions of this Agreement.

3.4.6 Applicable exchange rate

If any Eligible Expenses are denominated in a currency other than Euro, the Borrower shall convert *or* procure that the Final Beneficiary converts the invoice amount into the equivalent amount in Euros using the exchange rate for the relevant currency applied by the European Central Bank, or failing that, the central bank of the country of the relevant currency on the payment date of the relevant invoice.

3.4.7 Deadline for Use of Funds

The Borrower agrees and procures that the Final Beneficiary agrees that all funds paid in the form of Advances shall be used in full to pay Eligible Expenses no later than the Deadline for the Use of Funds.

3.4.8 Control – Audit

The Borrower agrees that, during the Drawdown Period, the Project Account shall be audited on an annual basis. These audits shall be carried out by the Office of Auditor General or an independent and reputable auditing firm appointed by the Borrower or the Final Beneficiary under terms of reference acceptable to the Co-Financier and the Lender. In the case where the audit is conducted by an auditing firm, the Lender will give its no-objection on the appointed auditing firm. All audit costs shall be paid by the Borrower. The auditing firm shall verify that all amounts drawn under the Facility and paid into the Project Account have been used in accordance with the terms of this Agreement.

Audit reports shall be made available no later than six (6) months after the last day of each fiscal year.

During the Drawdown Period, the Lender may carry out, or procure that a third party carries out on its behalf and at the cost of the Borrower, random inspections rather than systematic control of documentary evidence.

3.4.9 Failure to justify the use of Advances by the Deadline for Use of Funds

The Lender may request that the Borrower repays all amounts in respect of which utilisation has not been duly or sufficiently justified, together with all other sums standing to the credit of the Project Account on the Deadline for Use of Funds. The Borrower shall repay such amounts to the Lender within thirty (30) calendar days of receipt of such notification from the Lender. Any repayment by the Borrower under this Clause shall be treated as a mandatory prepayment in accordance with the provisions of Clause 8.2 (*Mandatory prepayment*).

3.4.10 Retention of documents

The Borrower shall retain *or* procure that the Final Beneficiary retains documentary evidence and other documents in connection with the Project Account and use of the Advances for a period of ten (10) years from the date of the last Drawdown under the Facility.

The Borrower undertakes to deliver such documentary evidences and other documents to the Lender, or to any auditing firm appointed by the Lender, upon the Lender's request.

4. INTEREST

4.1 Interest Rate

4.1.1 Selection of Interest Rate

For each Drawdown, the Borrower may select a fixed Interest Rate or a floating Interest Rate, which shall apply to the amount set out in the relevant Drawdown Request, by stating the selected Interest Rate, i.e., fixed or floating, in the Drawdown Request delivered to the Lender substantially in the form set out in Schedule 5A (*Form of Drawdown Request*), subject to the following conditions:

(i) Floating Interest Rate

The Borrower may select a floating Interest Rate, which shall be the percentage rate per annum, being the aggregate of:

- six-month EURIBOR, or, as the case may be, the Replacement Benchmark plus any Adjustment Margin, as determined in accordance with the provisions of Clause 5 (*Change to the calculation of interest*) of the Agreement; and
- the Margin.

Notwithstanding the above, in the case of the first Drawdown, if the first Interest Period is less than one hundred and thirty-five (135) days, the applicable EURIBOR shall be:

- one-month EURIBOR, or, as the case may be, the Replacement Benchmark plus any Adjustment Margin, as determined in accordance with the provisions of Clause 5 (*Change to the calculation of interest*) of the Agreement, if the first Interest Period is less than sixty (60) days; or
- three-month EURIBOR, or, as the case may be, the Replacement Benchmark plus any Adjustment Margin, as determined in accordance with the provisions of Clause 5 (*Change to the calculation of interest*) of the Agreement if the first Interest Period is between sixty (60) days and one hundred and thirty-five (135) days.

(ii) Fixed Interest Rate

Provided that the amount of a requested Drawdown is equal to or greater than three million Euros (EUR 3,000,000), the Borrower may select a fixed Interest Rate for such requested Drawdown. The fixed Interest Rate shall be the Fixed Reference Rate increased or decreased by any fluctuation of the Index Rate for the period from the Signing Date until the relevant Rate Setting Date.

The Borrower may specify in the Drawdown Request a maximum amount for fixed Interest Rate. If the fixed Interest Rate as calculated on the Rate Setting Date exceeds the maximum amount for fixed Interest Rate specified in the relevant Drawdown Request, such Drawdown Request shall be

cancelled and the Drawdown amount specified in the cancelled Drawdown Request shall be credited to the Available Credit.

4.1.2 Minimum Interest Rate

The Interest Rate determined in accordance with Clause 4.1.1 (*Selection of Interest Rate*), regardless of the elected option, shall not be less than zero per cent (0%) per annum, notwithstanding any decline in the Interest Rate.

4.1.3 Conversion from a floating Interest Rate to a fixed Interest Rate

(i) Rate Conversion upon the Borrower's request

The Borrower may request at any time that the Lender converts the floating Interest Rate applicable to a Drawdown or several Drawdowns to a fixed Interest Rate, provided that the amount of such Drawdown or aggregate amount of Drawdowns (as applicable) is equal to, or higher than, three million Euros (EUR 3,000,000).

To this effect, the Borrower shall send to the Lender a Rate Conversion Request substantially in the form set out in Schedule 5C (*Form of Rate Conversion Request*). The Borrower may specify in the Rate Conversion Letter a maximum amount for fixed Interest Rate. If the fixed Interest Rate as calculated on the Rate Setting Date exceeds the maximum amount for fixed Interest Rate specified by the Borrower in the Rate Conversion Request, such Rate Conversion Request will be automatically cancelled.

The fixed Interest Rate will be effective two (2) Business Days after the Rate Setting Date.

(ii) Rate Conversion mechanics

The fixed Interest Rate applicable to the relevant Drawdown(s) shall be determined in accordance with Clause 4.1.1 (ii) (*Fixed Interest Rate*) above on the Rate Setting Date referred to in subparagraph (i) au-dessus above.

The Lender shall send to the Borrower a letter of confirmation of Rate Conversion substantially in the form set out in Schedule 5D (*Form of Rate Conversion Confirmation*).

A Rate Conversion is final and effected without costs.

4.2 Calculation and payment of interest

The Borrower shall pay accrued interest on Drawdown(s) on each Payment Date.

The amount of interest payable by the Borrower on a relevant Payment Date and for a relevant Interest Period shall be equal to the sum of any interest owed by the Borrower on the amount of the Outstanding Principal in respect of each Drawdown. Interest owed by the Borrower in respect of each Drawdown shall be calculated on the basis of:

- (i) the Outstanding Principal owed by the Borrower in respect of the relevant Drawdown as at the immediately preceding Payment Date or, in the case of the first Interest Period, on the corresponding Drawdown Date;
- (ii) the exact number of days which have accrued during the relevant Interest Period on the basis of a three hundred and sixty (360) day year; and

- (iii) the fixed rate for the duration of the facility should be equal to zero point twenty-four per cent. (0.24%) per annum;
- (c) the above rates take into account the commissions and costs payable by the Borrower under this Agreement, assuming that such commissions and costs will remain fixed and will apply until the expiry of the term of this Agreement.

5. CHANGE TO THE CALCULATION OF INTEREST

5.1 Market Disruption

- (a) If a Market Disruption affects the interbank market in the Eurozone and it is impossible:
 - (i) for the fixed Interest Rate, to determine the fixed Interest Rate applicable to a Drawdown, or
 - (ii) for the floating Interest Rate, to determine the applicable EURIBOR for the relevant Interest Period,the Lender shall inform the Borrower.
- (b) Upon the occurrence of the event described in paragraph (a) above, and that the applicable Interest Rate, as the case may be, for the relevant Drawdown or for the relevant Interest Period will be the sum of:
 - (i) the Margin; and
 - (ii) the percentage rate per annum corresponding to the cost to the Lender of funding the relevant Drawdown(s) from whatever source it may reasonably select. Such rate shall be notified to the Borrower as soon as possible and, in any case, prior to (1) the first Payment Date for interest owed under such Drawdown for the fixed Interest Rate or (2) the Payment Date for interest owed under such Interest Period for the floating Interest Rate.

5.2 Replacement of Screen Rate

5.2.1 Definitions

"Relevant Nominating Body" means any central bank, regulator, supervisor or working group or committee sponsored or chaired by, or constituted at the request of any of them.

"Screen Rate Replacement Event" means any of the following events or series of events:

- (a) the definition, methodology, formula or means of determining the Screen Rate has materially changed;
- (b) a law or regulation is enacted which prohibits the use of the Screen Rate, it being specified, for the avoidance of doubt, that the occurrence of this event shall not constitute a mandatory prepayment event;
- (c) the administrator of the Screen Rate or its supervisor publicly announces:
 - (i) that it has ceased or will cease to provide the Screen Rate permanently or indefinitely, and, at that time, no successor administrator has been publicly nominated to continue to provide that Screen Rate;

6. FEES

6.1 Commitment fees

From the date falling six months after the Signing Date onwards, the Borrower shall pay to the Lender a commitment fee of zero point five per cent (0.5%) per annum.

The commitment fee shall be computed at the rate specified above on the amount of the Available Credit pro-rated for the actual number of days elapsed increased by the amount of any Drawdowns to be made available by the Lender in accordance with any pending Drawdown Requests.

The first commitment fee shall be calculated for the period from (i) the date falling 6 months after the Signing Date (excluded) up to (ii) the immediately following Payment Date (included). Subsequent commitment fees shall be calculated for periods commencing on the day immediately following a Payment Date (included) and ending on the next Payment Date (included).

The accrued commitment fee shall be payable (i) on each Payment Date within the Availability Period; (ii) on the Payment Date following the last day of the Drawdown Period; and (iii) in the event the Available Credit is cancelled in full, on the Payment Date following the effective date of such cancellation.

6.2 Appraisal Fee

The Borrower undertakes to pay to the Lender an appraisal fee of zero point five per cent (0.5%) calculated on the maximum amount of the Facility.

A notice of payment for such appraisal fee will be sent by the Lender to the Borrower after the Signing Date. The Borrower undertakes to pay such appraisal fee (i) within a period of thirty (30) calendar days starting from the Effective Date; or (ii) prior to the date of the first Drawdown if the Drawdown Request for the first Drawdown is submitted to the Lender before the end of the thirty (30) calendar day period mentioned above.

7. REPAYMENT

Following expiry of the Grace Period, the Borrower shall repay the Lender the principal amount of the Facility in thirty (30) equal semi-annual instalments, due and payable on each Payment Date.

The first instalment shall be due and payable on 31st March 2026 and the last instalment shall be due and payable on 30th September 2040.

At the end of the Drawdown Period, the Lender shall deliver to the Borrower an amortisation schedule in respect of the Facility taking into account, if applicable, any potential cancellation of the Facility pursuant to Clauses 8.3 (*Cancellation by the Borrower*) and/or 8.4 (*Cancellation by the Lender*).

8. PREPAYMENT AND CANCELLATION

8.1 Voluntary prepayment

The Borrower shall not be entitled to prepay the whole or any part of the Facility prior to the expiration date of a one hundred twenty (120) month period starting on the Signing Date.

As from the date referred to in the previous paragraph, the Borrower may prepay the whole or any part of the Facility, subject to the following conditions:

- (a) the Borrower shall notify the Lender of its intention to prepay by not less than thirty (30) Business Days' written and irrevocable notice prior to the contemplated prepayment date;
- (b) the amount to be prepaid shall be equal to one or several instalment(s) in principal;
- (c) the contemplated prepayment date shall be a Payment Date;
- (d) all prepayments shall be made together with the payment of accrued interest, any fees, indemnities and related costs in connection with the prepaid amount as provided under this Agreement;
- (e) there is no outstanding amount; and
- (f) in case of a partial prepayment, the Borrower shall have given evidence, satisfactory to the Lender, that it has sufficient committed funding available for the purpose of financing the Project as determined in the Financing Plan.

On the Payment Date on which the prepayment is made, the Borrower shall pay the full amount of the Prepayment Indemnities due and payable pursuant to Clause 9.3 (*Prepayment Indemnity*)

8.2 Mandatory prepayment

The Borrower shall immediately prepay the whole or part of the Facility upon receipt of a notice from the Lender informing the Borrower of any of the following events:

- (a) Illegality: it becomes unlawful for the Lender pursuant to its applicable law to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Facility;
- (b) Additional Costs: the amount of any Additional Costs referred to in Clause 9.5 (*Additional Costs*) is significant and the Borrower has refused to pay such Additional Costs;
- (c) Failure to justify use of funds: the Borrower fails to justify in a manner satisfactory to the Lender the use of the Advances by the Deadline for Use of Funds;
- (d) Prepayment to a Co-Financier: the Borrower prepays whole or part of any amounts owed to a Co-Financier, in which case the Lender shall be entitled to request that the Borrower prepays, as the case may be, the Facility or an amount of the outstanding Facility in proportion with the amount prepaid to the Co-Financier.
- (e) Prepayment in the event of damage loss:
 - (i) subject to paragraph (ii) below, if the Borrower receives insurance proceeds in an amount in excess of five million euros (EUR 5,000,000.00) under the Insurance Policies for any damage loss sustained in connection with the Project, the Borrower shall apply such insurance proceeds in prepayment of an equivalent amount of the Facility;
 - (ii) the Borrower shall not be obliged to prepay the Facility pursuant to paragraph (i) above if the Lender approves a reinstatement plan submitted by the Borrower to the Lender; and

- (e) The Borrower may not re-borrow the whole or any part of the Facility which has been prepaid or cancelled.

9. ADDITIONAL PAYMENT OBLIGATIONS

9.1 Costs and expenses

- 9.1.1 The Borrower shall pay directly or, if applicable, shall reimburse the Lender in case of advance made by the Lender, the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the negotiation, preparation and signing of the Financing Documents or any other documents referred to in this Agreement (including any legal opinion), and any other Financing Documents executed after the Signing Date.
- 9.1.2 If an amendment to any of the Financing Documents is required, the Borrower shall reimburse to the Lender for all costs (including legal fees) reasonably incurred in responding to, evaluating, negotiating or complying with that requirement.
- 9.1.3 The Borrower shall reimburse to the Lender for all costs and expenses (including legal fees) incurred by it in connection with the enforcement or preservation of any of its rights under any Financing Document.
- 9.1.4 The Borrower shall pay directly or, if applicable, reimburse the Lender in case of an advance made by the Lender, the amount of all costs and expenses in connection with the transfer of funds to, or for the account of, the Borrower from Paris to any other place agreed with the Lender, as well as any transfer fees and expenses in connection with the payment of all sums due under the Facility.

9.2 Cancellation Indemnity

If the Facility is cancelled in full or in part in accordance with the terms of Clauses 8.3 (*Cancellation by the Borrower*), or 8.4 (*Cancellation by the Lender*), the Borrower shall pay a cancellation indemnity computed at two point five percent (2.5%) on the cancelled amount of the Facility, it being specified that no such cancellation payment shall be due if the cumulative amount cancelled is less than ten percent (10%) of the total amount of the Facility.

Each cancellation indemnity shall be due and payable on the Payment Date immediately following a cancellation of all or part of the Facility.

9.3 Prepayment Indemnity

On account of any losses suffered by the Lender as a result of the prepayment of the whole or any part of the Facility in accordance with Clauses 8.1 (*Voluntary prepayment*), 8.2 (*Mandatory prepayment*) or 13.2 (*Acceleration*), the Borrower shall pay to the Lender an indemnity equal to the aggregate amount of:

- the Prepayment Compensatory Indemnity; and
- any costs arising out of the break of any interest rate hedging swap transactions put in place by the Lender in connection with the amount prepaid.

9.4 Taxes and duties

9.4.1 Registration costs

The Borrower shall pay directly, or, if applicable, reimburse the Lender in case of an advance made by the Lender, the costs of all stamp duty, registration and other similar taxes payable in respect of any Financing Document and any potential amendment thereto.

9.4.2 Withholding Tax

The Borrower undertakes that all payments made to the Lender under this Agreement shall be free of any Withholding Tax.

If a Withholding Tax is required by law, the Borrower undertakes to gross-up the amount of any such payment to such amount which leaves the Lender with an amount equal to the payment which would have been due if no payment of Withholding Tax had been required.

The Borrower shall reimburse to the Lender all expenses and/or Taxes for the Borrower's account which have been paid by the Lender (if applicable), with the exception of any Taxes due in France.

9.5 Additional Costs

The Borrower shall pay to the Lender, within five (5) Business Days of the Lender's request, all Additional Costs incurred by the Lender as a result of: (i) the coming into force of any new law or regulation, or any amendment to, or any change in the interpretation or application of any existing law or regulation; or (ii) compliance with any law or regulation made after the Signing Date.

In this Clause, "Additional Costs" means:

- (i) any cost arising after the Signing Date out of one of the event referred to in the first paragraph of this Clause and not taken into account by the Lender to compute the financial conditions of the Facility; or
- (ii) any reduction of any amount due and payable under any Financing Document,

which is incurred or suffered by the Lender as a result of (i) making the Facility available to the Borrower or (ii) entering into or performing its obligations under the Financing Documents.

9.6 Currency indemnity

If any sum due by the Borrower under the Financing Documents, or any order, judgment or award given or made in relation to such a sum, has to be converted from the currency in which that sum is payable into another currency, for the purpose of:

- (i) making or filing a claim or proof against the Borrower; or
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall indemnify the Lender against and, within three (3) Business Days of the Lender's request and as permitted by law, pay to the Lender, the amount of any cost, loss or liability arising out of or as a result of the conversion including any discrepancy

between: (A) the exchange rate used to convert the relevant sum from the first currency to the second currency; and (B) the exchange rate or rate(s) available to the Lender at the time of its receipt of that sum. This obligation to indemnify the Lender is independent of any other obligation of the Borrower under the Financing Documents.

The Borrower waives any right it may have in any jurisdiction to pay any amount due under the Financing Documents in a currency or currency unit other than that in which it is expressed to be payable.

9.7 Due dates

Any indemnity or reimbursement payable by the Borrower to the Lender under this Clause 9 (*Additional Payment Obligations*) is due and payable on the Payment Date immediately following the circumstances which have given rise to the relevant indemnity or reimbursement.

Notwithstanding the above, any indemnity to be paid in connection with a prepayment pursuant to Clause 9.3 (*Prepayment Indemnity*) is due and payable on the date of the relevant prepayment.

10. **REPRESENTATIONS AND WARRANTIES**

All the representations and warranties set out in this Clause 10 (*Representations and warranties*) are made by the Borrower for the benefit of the Lender on the Signing Date. All the representations and warranties in this Clause 10 (*Representations and warranties*) are also deemed to be made by the Borrower on the date on which all of the conditions precedent listed in Part II of Schedule 4 (*Conditions Precedent*) are satisfied, on the date of each Drawdown Request, on each Drawdown Date and on each Payment Date, except that the repeating representations contained in Clause 10.9 (*No misleading information*) are deemed to be made by the Borrower in relation to the information provided by the Borrower since the date on which the representation was last made.

10.1 Power and authority

The Borrower has the power to enter into, perform and deliver the Financing Documents and Project Documents and to perform all contemplated obligations. The Borrower has taken all necessary action to authorise its entry into, performance and delivery of the Financing Documents and Project Documents and the transactions contemplated by those Financing and Project Documents.

10.2 Validity and admissibility in evidence

All Authorisations required:

- (a) to enable the Borrower to lawfully enter into, and exercise its rights and comply with its obligations under the Financing Documents and Project Documents; and
- (b) to make the Financing Documents and the Project Documents admissible in evidence in the courts of the jurisdiction of the Borrower or in arbitration proceedings as defined under Clause 17 (*Governing Law, Enforcement and Choice of Domicile*),

have been obtained and are in full force and effect, and no circumstances exist which could result in the revocation, non-renewal or modification, in whole or in part, of any such Authorisations.

10.3 Binding obligations

The obligations expressed to be assumed by the Borrower under the Financing Documents and the Project Documents comply with all laws and regulations applicable to the Borrower in its jurisdiction and are legal, valid, binding and enforceable obligations which are effective in accordance with their written terms.

10.4 No filing or stamp taxes

Under the laws of the jurisdiction of incorporation of the Borrower, it is not necessary that the Financing Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar taxes or fees be paid on or in relation to the Financing Documents or the transactions contemplated therein.

10.5 Transfer of funds

All amounts due by the Borrower to the Lender under this Agreement whether as principal or interest, late payment interest, Prepayment Indemnity, incidental costs and expenses or any other sum are freely convertible and transferable.

This representation shall remain in full force and effect until full repayment of all sums due to the Lender. In the event that the repayment dates of the Facility are extended by the Lender, no further confirmation of this representation shall be necessary.

The Borrower shall obtain Euros necessary for compliance with this representation in due course.

10.6 No conflict with other obligations

The entry into and performance by the Borrower of, and the transactions contemplated by the Financing Documents and the Project Documents do not conflict with any domestic or foreign law or regulation applicable to it, its constitutional documents (or any similar documents) or any agreement or instrument binding upon the Borrower or affecting any of its assets.

10.7 Governing law and enforcement

- (a) The choice of French law as the governing law of this Agreement will be recognised and enforced by the courts and arbitration tribunals in the jurisdiction of the Borrower.
- (b) Any judgment obtained in relation to this Agreement in a French court or any award by an arbitration tribunal will be recognised and enforced in the jurisdiction of incorporation of the Borrower.

10.8 No default

No Event of Default is continuing or is reasonably likely to occur.

No breach of the Borrower is continuing in relation to any other agreement binding upon it, or affecting any of its assets, which has, or is reasonably likely to have, a Material Adverse Effect.

10.9 No misleading information

All information and documents supplied by the Borrower to the Lender were true, accurate and up-to-date as at the date they were provided or, if appropriate, as at the date at which they are stated to be given and have not been varied, revoked, cancelled or

11. UNDERTAKINGS

The undertakings in this Clause 11 (*Undertakings*) take effect on the Signing Date and remain in full force and effect for as long as any amount is outstanding under the Financing Documents.

11.1 Compliance with Laws, Regulations and Obligations

The Borrower shall comply and procure that the Final Beneficiary complies:

- (a) in all respects with all laws and regulations to which it and/or the Project is subject, particularly in relation to all applicable environmental protection, safety and labour laws; and
- (b) with all of its obligations under the Project Documents.

11.2 Authorisations

The Borrower shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect and procure that the Final Beneficiary promptly obtains, complies with and does all that is necessary to maintain in full force and effect any Authorisation required under any applicable law or regulation to enable it to perform its obligations under the Financing Documents and the Project Documents and to ensure the legality, validity, enforceability and admissibility in evidence of any Financing Document or Project Document.

11.3 Project Documents

The Borrower shall provide itself or procure that the Final Beneficiary provides the Lender for no-objection or information, as the case may be, with a copy of any Project Documents or amendment thereto and shall not (and shall not agree to) make any material amendment to any Project Document without obtaining the Lender's prior no-objection.

11.4 Implementation and preservation of the Project

The Borrower shall and shall procure that the Final Beneficiary:

- (i) implement the Project in accordance with the generally accepted safety principles and in accordance with technical standards in force; and
- (ii) maintain the Project assets in accordance with all applicable laws and regulations and in good operating and maintenance conditions, and use such assets in compliance with their purpose and all applicable laws and regulations.

11.5 Procurement

In relation to the procurement, award and performance of contracts entered into in connection with the implementation of the Project, the Borrower shall comply with, and implement, the Applicable Procurement Procedures. The Borrower shall procure that the Final Beneficiary will comply with and implement the Applicable Procurement Procedures.

The Borrower shall take all actions and steps necessary for the effective implementation of the Applicable Procurement Procedures.

The Borrower undertakes to and procures that the Final Beneficiary will:

- (c) put in place appropriate mitigation measures specific to the Project as defined within the context of the environmental and social risk management policy of the Project and described in the ESCP attached as Schedule 6;
- (d) require that the Contractors appointed for implementation of the Project, apply the mitigation measures set out in paragraph (c) above and procure that their subcontractors (if any) comply with all such measures and take all appropriate steps in the event of a failure to put in place such mitigation measures; and
- (e) provide the Lender with quarterly follow-up reports in relation to the ESCP.

11.6.2 Environmental and social (ES) complaints-management

- (a) The Borrower (i) confirms that it has received a copy of the ES Complaints-Management Mechanism's Rules of Procedure and has acknowledged its terms, in particular with respect to actions that may be taken by the Lender in the event that a third party lodges a complaint, and (ii) acknowledges that these ES Complaints-Management Mechanism's Rules of Procedure have, as between the Borrower and the Lender, the same contractually binding effect as this Agreement.
- (b) The Borrower expressly authorises the Lender to disclose to the experts (as defined in the ES Complaints-Management Mechanism's Rules of Procedure) and to parties involved in the compliance review and/or conciliation processes, the Project documents concerning environmental and social matters necessary for processing the environmental and social complaint, including, without limitation, those listed in Schedule 9 (*List of environmental and social documents which the Borrower permits to be disclosed in connection with ES complaints-management mechanism's rules of procedure*).

11.7 Additional financing

The Borrower shall not amend or alter the Financing Plan without obtaining the Lender's prior written consent and shall finance any additional costs not anticipated in the Financing Plan on terms which ensure that the Facility will be repaid.

11.8 Pari passu ranking

The Borrower undertakes (i) to ensure that its payment obligations under this Agreement rank at all times at least *pari passu* with its other present and future unsecured and unsubordinated payment obligations; (ii) not to grant prior ranking or guarantees to any other lenders except if the same ranking or guarantees are granted by the Borrower in favour of the Lender, if so requested by the Lender.

11.9 Assignment

Unless the Lender agrees otherwise in writing, the Borrower shall:

- (i) amend the Insurance Policies to include the Lender as sole beneficiary in respect of any insurance indemnity until all sums due under this Agreement have been repaid in full; and
- (ii) assign to the Lender the benefit of the Contractor's Guarantees.

11.10 Project Accounts

The Borrower shall procure that the Final Beneficiary opens, maintains and funds the Project Account in accordance with the terms and conditions of this Agreement.

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- (i) to ensure that the funds, other than those of State origin, invested in the Project will not be of an Illicit Origin;
- (ii) to ensure that the Project (in particular during the negotiation, entry into and performance of the contracts funded out of the Facility) shall not give rise to any Act of Corruption, Fraud or Anti-Competitive Practice;
- (iii) as soon as it becomes aware of, or suspects, any Act of Corruption, Fraud or Anti-Competitive Practice, to inform the Lender without any delay;
- (iv) in the event referred to in paragraph (iii) above, or at the Lender's request if the Lender suspects that the acts or practices referred to in paragraph (iii) have occurred, take all necessary actions to remedy the situation in a manner satisfactory to the Lender and within the time period determined by the Lender; and
- (v) to notify the Lender without delay if it has knowledge of any information which leads it to suspect any Illicit Origin of any funds invested in the Project.

11.15 On-granting – Monitoring of the Final Beneficiary

The Borrower shall:

- (i) procure that the On-granting Agreement provides for, *inter alia*, all the undertakings that the Borrower has made on behalf of the Final Beneficiary under this Agreement including, but not limited to, the undertakings set out in Clauses 11 (*Undertakings*) and 12 (*Information Undertakings*);
- (ii) systematically collect and make available to the Lender, the details of any person (identity, citizenship, domicile) and/or any legal entity (corporate name, place of incorporation, registered office, identity of shareholders) benefiting from the on-granted funds;
- (iii) provide the Lender with any information in relation to the on-granting which shall be recorded in the accounting books of the Final Beneficiary;
- (iv) ensure that the Final Beneficiary fulfils its obligations under the On-granting Agreement and uses the on-granted funds exclusively for financing of the Project in accordance with the terms and conditions of this Agreement;
- (v) procure that the Final Beneficiary insures the assets financed by the Facility against the primary risks that may materialise during the implementation and operation of the Project.

12. INFORMATION UNDERTAKINGS

The undertakings in this Clause 12 (*Information Undertakings*) take effect on the Signing Date and remain in full force and effect for as long as any amount is outstanding under this Agreement.

12.1 Financial Information

The Borrower shall supply to the Lender any information that the Lender may reasonably require in relation to the Borrower's foreign and domestic debt as well as the status of any guaranteed loans.

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12.2 Progress Report

- (a) Until the Technical Completion Date, the Borrower shall supply to the Lender:
 - (i) on a quarterly basis, technical and financial progress reporting in relation to the implementation of the Project. This reporting shall be similar to the reporting supplied to the Co-Financier. This reporting shall include reporting related to environmental and social issues, as foreseen in the ESCP;
 - (ii) an annual follow-up report of the Project' indicators in the form set out in Schedule 7 (*Form of follow-up report of the project' indicators*).
- (b) Within three (3) months after the Technical Completion Date, the Borrower shall supply to the Lender a general progress report including a follow-up report with respect to the Project' indicators in the form set out in Schedule 7 (*Form of follow-up report of the project' indicators*).

12.3 Co-Financing

The Borrower shall promptly inform the Lender of any cancellation (in whole or in part) or any prepayment by a Co-Financier.

12.4 Information - miscellaneous

The Borrower shall supply to the Lender:

- (a) promptly upon becoming aware of them, details of any event or circumstance which is or may be an Event of Default or which has or may have a Material Adverse Effect, the nature of such an event and all the actions taken or to be taken to remedy it (if any);
- (b) promptly upon becoming aware of them, details of any incident or accident directly related to the implementation of the Project which might have a significant impact on the Project site, the working conditions of its employees or Contractors' employees, the nature of such incident or accident, together with details of any action taken or proposed to be taken, as applicable, by the Borrower to remedy it;
- (c) promptly, details of any decision or event which might affect the organisation, completion or operation of the Project;
- (d) promptly but in any event within five (5) Business Days after becoming aware of them, details of any notification of default, termination, dispute or material claim made against it under a Project Document or affecting the Project, together with details of any action taken or proposed to be taken by the Borrower to remedy it;
- (e) during the completion of services (including but not limited to services related to studies and monitoring where the Project involves the provision of such services), the interim and final reports drafted by any service provider, and after full completion of such services an overall execution report;
- (f) promptly, any further information regarding its financial condition, assets and operations or any documents or other communications given or received by it under any Project Document that the Lender may reasonably request.

12.5 Information relating to the Final Beneficiary

The Borrower shall take all necessary actions during the implementation and operation of the Project to ensure that the Final Beneficiary supplies the Lender with:

- (a) as soon as they are approved, its annual financial statements or budgetary documents, as well as any details that the Lender may reasonably require in relation to its financial condition;
- (b) upon the Lender's request, the minutes of meetings, resolutions and reports of its corporate bodies together with, as the case may be, its auditors report or any report in relation to the audit of its financial statements.

13. EVENTS OF DEFAULTS

13.1 Events of Default

Each of the events or circumstances set out in this Clause 13.1 (*Events of Default*) is an Event of Default.

(a) Payment Default

The Borrower does not pay on the due date any amount payable by it under this Agreement in the manner required under this Agreement. However, without prejudice to Clause 4.3 (*Late payment and default interest*), no Event of Default will occur under this paragraph (a) if such payment is made in full by the Borrower within five (5) Business Days of the due date.

(b) Project Documents

Any Project Document, or any of the rights and obligations set out therein, ceases to be in full force and effect, is subject to a notice of termination or its validity, legality or enforceability is challenged.

No Event of Default will occur pursuant to this paragraph (b) if (i) the challenge or notice of termination is withdrawn within thirty (30) calendar days after the date on which the Lender informed the Borrower of such challenge or notice or the Borrower became aware of such challenge or notice; and (ii), according to the opinion of the Lender, such dispute or request has not had a Material Adverse Effect during such thirty (30) day period.

(c) Undertakings and Obligations

The Borrower does not comply with any term of the Financing Documents, including, without limitation, any of the undertakings it has given pursuant to Clause 11 (*Undertakings*) and Clause 12 (*Information Undertakings*).

Save for the undertakings given pursuant to Clause 11.6 (*Environmental and Social Liability*), Clauses 0 (

Implementation of the Project) and 11.14 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*) in respect of which no grace period is permitted, no Event of Default will occur under this paragraph (c) if the non-compliance is capable of remedy and is remedied within five (5) Business Days of the earlier of (A) the date of the Lender's notice of failure to the Borrower; and (B) the Borrower becoming aware of the breach, or within the time limit determined

by the Lender in the case referred to in subparagraph (iv) of Clause 11.14 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*).

(d) Misrepresentation

A representation or warranty made by the Borrower in the Financing Documents, including under Clause 10 (*Representations and warranties*), or in any document delivered by or on behalf of the Borrower under or in relation to the Financing Documents, is incorrect or misleading when made or deemed to be made.

(e) Cross Default

(i) Subject to paragraph (iii) of this Clause 13.1.(e), any Financial Indebtedness of the Borrower is not paid on its due date or, if applicable, within any grace period granted pursuant to the relevant documentation.

(ii) A creditor has cancelled or suspended its commitment towards the Borrower pursuant to any Financial Indebtedness, or has declared the Financial Indebtedness due and payable prior to its specified maturity, or requested prepayment in full of the Financial Indebtedness, in each case, as a result of an event of default or any provision having a similar effect (howsoever described) pursuant to the relevant documentation.

(iii) No Event of Default will occur under this Clause 13.1 (e) if the relevant amount of Financial Indebtedness or the commitment for Financial Indebtedness falling within paragraphs (i) and (ii) above is less than fifty million Euros (EUR 50,000,000.00) (or its equivalent in any other currency(ies)).

(f) Unlawfulness

It is or becomes unlawful for the Borrower to perform any of its obligations under the Financing Documents.

(g) Material adverse change

Any event (including a change in the political situation of the country of the Borrower) or any measure which is likely, according to the Lender's opinion, to have a Material Adverse Effect occurs or is likely to occur.

(h) Withdrawal or suspension of the Project

Any of the following occurs:

(i) the implementation of the Project is suspended or postponed for a period exceeding six (6) months; or

(ii) the Project has not been completed in full by the Technical Completion Date; or

(iii) the Final Beneficiary withdraws from, or ceases to participate in, the Project.

(i) Authorisations

Any Authorisation required for the Borrower in order to perform or comply with its obligations under the Financing Documents or its other material obligations

under any Project Documents or required in the ordinary course of the Project is not obtained within the required timeframe or is cancelled or becomes invalid or otherwise ceases to be in full force and effect.

(j) Judgments, rulings or decisions having a Material Adverse Effect

Any judgment or arbitral award or any judicial or administrative decision affecting the Borrower has or is reasonably likely, according to the opinion of the Lender, to have a Material Adverse Effect, occurs or is likely to occur.

(k) Default by the Final Beneficiary

The Final Beneficiary (i) does not comply with any term of the On-granting Agreement, including without limitation, any of the undertakings pursuant to Clauses 11 (*Undertakings*) and 12 (*Information Undertakings*); (ii) does not comply with any term of a Project Document or of any other agreement or deed entered into in relation to the Project; or (iii) does not pay on the due date any amounts payable in relation to the Project.

Save for the undertakings given pursuant to Clause 11.6 (Environmental and Social Liability), Clauses 0 (

Implementation of the Project) and 11.14 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*) in respect of which no grace period shall be granted by the Borrower to the Final Beneficiary, no Event of Default will occur under this clause 12.1 (k) if the breach is capable of remedy and is remedied within five (5) Business Days of the earlier of (A) the Lender giving notice of breach to the Borrower and (B) the Borrower becoming aware of the breach, or within the time limit specified by the Lender in the case of breach referred to in subparagraph (iv) of Clause 11.14 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*).

(l) Suspension of free convertibility and free transfer

Free convertibility and free transfer of any of the amounts due by the Borrower under this Agreement, or any other facility provided by the Lender to the Borrower or any other borrower of the jurisdiction of the Borrower, is challenged.

13.2 Acceleration

On and at any time after the occurrence of an Event of Default, the Lender may, without providing any formal demand or commencing any judicial or extra-judicial proceedings, by written notice to the Borrower:

- (a) cancel the Available Credit; and/or
- (b) declare that all or part of the Facility, together with any accrued or outstanding interest and all other amounts outstanding under this Agreement, are immediately due and payable.

Without prejudice to the above, in the event that an Event of Default occurs as set out in Clause 13.1 (*Events of Default*), the Lender reserves the right to, upon written notice to the Borrower, (i) suspend or postpone any Drawdowns under the Facility; and/or (ii) suspend the finalisation of any agreements relating to other possible financial offers which have been notified by the Lender to the Borrower; and/or (iii) suspend or postpone any drawdown under any loan agreement entered into between the Borrower and the Lender.

If any drawdowns are postponed or suspended by a Co-Financier under an agreement between such Co-Financier and the Borrower, the Lender reserves the right to postpone or suspend any Drawdowns under the Facility.

13.3 Notification of an Event of Default

In accordance with Clause 12.4 (*Information*), the Borrower shall promptly notify the Lender upon becoming aware of any event which is or is likely to be an Event of Default and inform the Lender of all the measures contemplated by the Borrower to remedy it.

14. ADMINISTRATION OF THE FACILITY

14.1 Payments

All payments received by the Lender under this Agreement shall be applied towards the payment of expenses, fees, interest, principal amounts or any other sum due under this Agreement in the following order:

- 1) incidental costs and expenses;
- 2) fees;
- 3) late-payment interest and default interest;
- 4) accrued interest;
- 5) principal repayments.

Any payments received from the Borrower shall be applied first in or towards payment of any sums due and payable under the Facility or under other loans extended by the Lender to the Borrower, should it be in the Lender's interest to apply these sums to such other loans, in the order set out above.

14.2 Set-off

Without prior approval of the Borrower, the Lender may, at any time, set-off due and payable obligations owed by the Borrower against any amounts held by the Lender on behalf of the Borrower or any due and payable obligations owed by the Lender to the Borrower. If the obligations are in different currencies, the Lender may convert either obligation at the prevailing currency exchange rate for the purpose of the set-off.

All payments made by the Borrower under the Financing Documents shall be calculated and made without set-off. The Borrower is prohibited from making any set-off.

14.3 Business Days

If a payment is due on a day which is not a Business Day, the due date for that payment shall be the next Business Day if the next Business Day is in the same calendar month, or the preceding Business Day if the next Business Day is not in the same calendar month.

During any extension of the Payment Date for a principal or unpaid amount under this Agreement, interest shall be payable on that amount during the extension period at the rate applicable on the original Payment Date.

14.4 Currency of payment

The currency of each amount payable under this Agreement is Euros, except as provided in Clause 14.6 (*Place of payment*).

14.5 Day count convention

Any interest, fee or expense accruing under this Agreement will be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty (360) days in accordance with European interbank market practice.

14.6 Place of payment

- (a) Any funds to be transferred by the Lender to the Borrower under the Facility will be paid to the bank account specifically designated for such purpose by the Borrower, provided that the Lender has given its prior consent on the selected bank.

The Borrower may request that the funds are transferred in: (i) Euros to a bank account denominated in Euros; or (ii) the currency of legal tender in the jurisdiction of the Borrower, in the equivalent amount of the Drawdown at a market exchange rate on the day of the Drawdown and to a bank account denominated in that currency provided such currency is convertible and transferable; or (iii) any other convertible and transferable currency, in an equivalent amount of the Drawdown on the day of the Drawdown and to a bank account denominated in such currency.

- (b) Any payment to be made by the Borrower to the Lender shall be paid on the due date by no later than 11:00 am (Paris time) to the following bank account:

RIB Code: 30001 00064 00000040211 75

IBAN Code: FR76 3000 1000 6400 0000 4021 175

Banque de France SWIFT code (BIC): BDFEFRPPCCT

opened by the Lender at the Banque de France (head office/main branch) in Paris or any other account notified by the Lender to the Borrower.

- (c) The Borrower shall request from the bank responsible for transferring any amounts to the Lender that it provides the following information in any wire transfer messages in a comprehensive manner and in the order set out below:

- Principal: name, address, bank account number
- Principal's bank: name and address
- Reference: name of the Borrower, name of the Project, reference number of the Agreement

- (d) Applicable exchange rates will be the exchange rates obtained by the Lender through a Reference Financial Institution on the date of the Drawdown.

- (e) All payments made by the Borrower shall comply with this Clause 14.6 (*Place of payment*) in order for the relevant payment obligation to be deemed discharged in full.

14.7 Payment Systems Disruption

If the Lender determines (in its discretion) that a Payment Systems Disruption Event has occurred or the Borrower notifies the Lender that a Payment Systems Disruption Event has occurred, the Lender:

16.3 Electronic communications

- (a) Any communication made by one person to another under or in connection with this Agreement may be made by electronic mail or other electronic means if the Parties:
 - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
 - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (iii) notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made between the Parties will be effective only when actually received in a readable form.

17. **GOVERNING LAW, ENFORCEMENT AND CHOICE OF DOMICILE**

17.1 Governing Law

This Agreement is governed by French law.

17.2 Arbitration

Any dispute arising out of or in connection with this Agreement shall be referred to and finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators to be appointed in accordance with such Rules.

The seat of arbitration shall be Paris and the language of arbitration shall be English.

This arbitration clause shall remain in full force and effect if this Agreement is declared null and void or is terminated. The Parties' contractual obligations under this Agreement are not suspended if a Party initiates legal proceedings against the other Party.

The Parties expressly agree that, by signing this Agreement, the Borrower waives irrevocably and unconditionally all rights of immunity in respect of jurisdiction and/or execution on which it could otherwise rely, including, without limitation, all Borrower's real or personal, material or immaterial assets and/or property on its territory or abroad. This waiver includes, without limitation, all assets and/or property, bank accounts owned by the Borrower, used for or intended to be used for its diplomatic or consular missions or special missions or any mission within an international organisation and all other assets and/or property owned by the Borrower.

17.3 Service of process

Without prejudice to any applicable law, for the purposes of serving judicial and extrajudicial documents in connection with any action or proceedings referred to above, the Borrower irrevocably chooses its registered office as at the date of this Agreement at the address set out in Clause 16 (*Notices*) for service of process, and the Lender chooses the address "AFD REGIONAL OFFICE EASTERN AFRICA " set out in Clause 16 (*Notices*) for service of process.

18. DURATION

This Agreement comes into force on the Effective Date and remains in full force and effect for as long as any amount is outstanding under the Financing Documents.

Notwithstanding the above, the obligations under Clauses 12.4(e) (*Information - miscellaneous*) and 15.9 (*Confidentiality - Disclosure of information*) shall survive and remain in full force and effect for a period of five (5) years after the last Payment Date; the provisions of Clause 11.6.2 (*Environmental and social (ES) complaints-management*) shall continue to have effect whilst any grievance lodged under the ES Complaints-Management Mechanism's Rules of Procedure is still being processed or monitored.



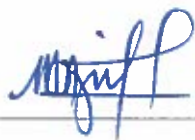
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Executed in two (2) originals, in Kigali, on 23rd April 2021.

BORROWER

REPUBLIC OF RWANDA



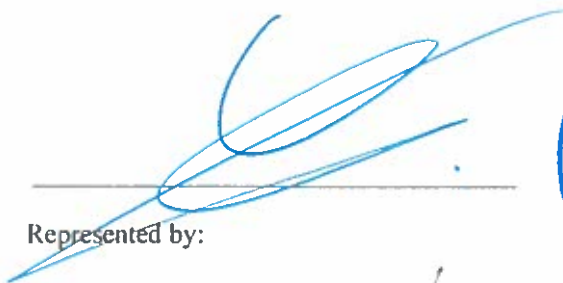
Represented by:

Name: Dr. Uzziel NDAGIJIMANA

Capacity: Minister of Finance and Economic Planning

LENDER

AGENCE FRANÇAISE DE DÉVELOPPEMENT



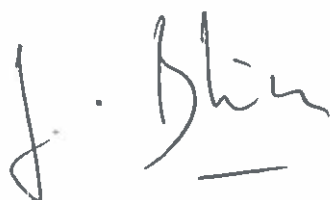
Represented by:

Name: Mr. Christian YOKA

Capacity: Regional Director for Eastern Africa



Co-signatory: Mr. Jérémie BLIN, Chargé d’Affaires of the French Republic in Rwanda



	(JPY8,080,200,000) as a loan, and fifty four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) as a grant.
Co-Financing	means jointly i/ the loan of eight billion eighty million two hundred thousand Yens (JPY8,080,200,000) provided by the International Development Association and ii/ the grant of fifty four million six hundred thousand Special Drawing Rights (SDR 54,600,000) provided by the International Development Association, separately, any of such co-financing.
Co-Financing Agreement	means the agreement to be entered into between the Lender and the Co-Financier, providing terms and conditions under which, among others, the Lender and the Co-Financier shall co-finance the Project and a number of monitoring works that the Lender delegates to the Co-Financier with respect to the Facility and the Project implementation.
Contractor(s)	means third party contractor(s) in charge of implementing all or part of the Project pursuant to Project Documents.
Contractor's Guarantee(s)	means any guarantee provided to the Final Beneficiary directly or indirectly by any Contractor in charge of the completion of the Project or any part thereof, such as, for example, the completion guarantee or the advance payment guarantee.
Deadline for Drawdown	means December 31 st , 2025, date after which no further Drawdown may occur.
Deadline for Use of Funds	means the date of expiration of a six (6) month period starting on the payment date of the last Advance.
Drawdown	means a drawdown of all or part of the Facility made, or to be made, available by the Lender to the Borrower pursuant to the terms and conditions set out in Clause 3 (<i>Drawdown of Funds</i>) or the principal amount outstanding of such Drawdown which remains due and payable at a given time including any Advance.
Drawdown Date	means the date on which a Drawdown is made available by the Lender.
Drawdown Period	means the period starting on the first Drawdown Date up to and including the first of the following date: (i) the date on which the Available Credit is equal to zero ; (ii) the Deadline for Drawdown.
Drawdown Request	means a request substantially in the form set out in Schedule 5A (<i>Form of Drawdown Request</i>).

Effective Date	<p>Means the date on which :</p> <p>A legal opinion has been issued by the Minister of Justice/ Attorney General confirming validity and enforceability of the terms of this Agreement;</p> <p>A law, has been published in the Official Gazette of the Republic of Rwanda, approving the ratification of this Agreement in compliance with laws and the Constitution of the Republic of Rwanda; and</p> <p>A Presidential order ratifying this Agreement in compliance with laws and the Constitution of the Republic of Rwanda has been issued and published in the Official Gazette of the Republic of Rwanda.</p>
Eligible Expense(s)	means the expenses relating to the Component 1 and Component 4 of the Project as set out in Schedule 3 (<i>Financing Plan</i>).
Embargo	means any sanction of a commercial nature aiming at prohibiting any import and/or export (supply, sale or transfer) of one or several goods, products or services going to and/or coming from a country for a given period as published and amended from time to time by the United Nations, the European Union or France.
ES Complaints-Management Mechanism's Rules of Procedure	means the contractual terms contained in the Environmental and Social Complaints-Management Mechanism's Rules of Procedure, which is available on the Website, as amended from time to time.
ESCP	means the environmental and social commitment plan attached hereafter as Schedule 6 , setting out the Beneficiary's commitment to avoid, mitigate or compensate negative consequences of the Project, on human and natural environment and any planned monitoring, as well as the formal steps required in order to carry out such actions.
EURIBOR	means the inter-bank rate applicable to Euro for any deposits denominated in Euro for a period comparable to the relevant period, as determined by the European Money Markets Institute (EMMI), or any successor administrator, at 11:00 am Brussels time, two (2) Business Days before the first day of the Interest Period.
Euro(s) or EUR	means the single currency of the member states of the European Economic and Monetary Union, including France, and having legal tender in such Member States.
Event of Default	means any event or circumstance set out in Clause 13.1 (<i>Events of Default</i>).

Facility	means the credit facility made available by the Lender to the Borrower in accordance with this Agreement up to the maximum principal amount set out in Clause 2.1 (<i>Facility</i>).
Final Beneficiary	means Energy Development Corporation Limited (EDCL), in charge of implementing the Project on its own account as the owner of the investments financed by the Facility which is on-granted to it by the Borrower.
Financial Indebtedness	<p>means any financial indebtedness for and in respect of:</p> <ul style="list-style-type: none"> (a) any monies borrowed on a short, medium or long-term basis; (b) any amounts raised pursuant to the issue of bonds, notes, debentures, loan stock or any similar instruments; (c) any funds raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (d) any potential payment obligation that results from a guarantee, bond, or any other instrument.
Financial Sanctions List	<p>means the list(s) of persons, groups or entities which are subject to financial sanctions by the United Nations, the European Union and/or France.</p> <p>For information purposes only and for the convenience of the Borrower, who may rely on, the following references or website addresses:</p> <p>For the lists maintained by the United Nations, the following website may be consulted:</p> <p>https://www.un.org/securitycouncil/fr/content/un-sc-consolidated-list</p> <p>For the lists maintained by the European Union, the following website may be consulted:</p> <p>https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr</p> <p>For the lists maintained by France, the following website may be consulted:</p> <p>https://www.tresor.economie.gouv.fr/services-aux-entreprises/sanctions-economiques/dispositif-national-de-gel-des-avoirs</p>

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Financing Documents	means this Agreement, the On-granting Agreement and any other document in relation thereto.
Financing Plan	means the financing plan of the Project set out in Schedule 3 (<i>Financing Plan</i>).
Fixed Reference Rate	means zero point twenty-four per cent (0.24%) per annum.
Fraud	means any unfair practice (acts or omissions) deliberately intended to mislead others, to intentionally conceal elements there from, or to betray or vitiate his/her consent, to circumvent any legal or regulatory requirements and/or to violate internal rules and procedures of the Borrower or a third party in order to obtain an illegitimate benefit.
Fraud against the Financial Interests of the European Community	means any intentional act or omission intended to damage the European Union budget and involving (i) the use or presentation of false, inaccurate or incomplete statements or documents, which has as effect the misappropriation or wrongful retention of funds or any illegal reduction in resources of the general budget of the European Union; (ii) the non-disclosure of information with the same effect; and (iii) misappropriation of such funds for purposes other than those for which such funds were originally granted.
Grace Period	means the period from the Signing Date up to and including the date falling sixty [60] months after such date, during which no principal repayment under the Facility is due and payable.
IDA	Means International Development Association as his capacity of the Co-Financier.
IDA Financing	means the loan of eight billion eighty million two hundred thousand Yens (JPY8,080,200,000) provided by the International Development Association to the Borrower, as described in the Co-Financing.
IDA Financing Agreement	means the agreement and all the related financing documentations to be entered into between the Co-Financier and the Borrower providing terms and conditions under which the IDA Financing will be made available to the Borrower/
Illicit Origin	means funds obtained through: <ul style="list-style-type: none"> (a) the commission of any predicate offence as designated in the FATF 40 recommendations Glossary under "<i>Designated categories of offences</i>" (http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommendations_GAFL.pdf); (b) any Act of Corruption; or

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	(c) any Fraud against the Financial Interests of the European Community, if or when applicable.
Index Rate	means the TEC 10 daily index, the ten-year constant maturity rate displayed on a daily basis on the relevant quotation page of the Reference Financial Institution or any other index which may replace the TEC 10 daily index. On the Signing Date, the Index Rate on 15 th April 2021 is zero point zero per cent (0.0 %) per annum.
Insurance Policies	means the insurance policies that the Final Beneficiary is required to subscribe and maintain in connection with the implementation of the Project, in a form acceptable to the Lender.
Interest Period(s)	means each period from a Payment Date (exclusive) up to the next Payment Date (inclusive). For each Drawdown under the Facility, the first interest period shall start on the Drawdown Date (exclusive) and end on the next successive Payment Date (inclusive).
Interest Rate	means the interest rate expressed as a percentage and determined in accordance with Clause 4.1 (<i>Interest Rate</i>).
Margin	means zero percent (0%) per annum.
Market Disruption Event	means the occurrence of one of the following events: (i) EURIBOR is not determined by the European Money Markets Institute (EMMI), or any successor administrator, at 11:00am Brussels time, two (2) Business Days before the first day of the relevant Interest Period or on the Rate Setting Date; or (ii) before close of business of the European interbank market, two (2) Business Days prior to the first day of the relevant Interest Period or on the Rate Setting Date, the Borrower receives notification from the Lender that (i) the cost to the Lender of obtaining matching resources in the relevant interbank market would be in excess of EURIBOR for the relevant Interest Period; or (ii) it cannot or will not be able to obtain matching resources on the relevant interbank market in the ordinary course of business to fund the relevant Drawdown for the relevant time period.
Material Adverse Effect	means a material and adverse effect on: (a) the Project, insofar as it would jeopardise the implementation and operation of the Project in accordance with the Financing Documents and the Project Documents;

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	<p>(b) the business, assets, financial condition of the Borrower or its ability to perform its obligations under the Financing Documents and the Project Documents;</p> <p>(c) the validity or enforceability of any Financing Document and any Project Documents; or</p> <p>(d) any right or remedy of the Lender under any Financing Document.</p>
Notification for Drawdown	has the meaning given to it under Clause 3.3 (<i>Payment completion</i>).
Outstanding Principal	means, in respect of any Drawdown, the outstanding principal amount due in respect of such Drawdown, corresponding to the amount of the Drawdown paid by the Lender to the Borrower less the aggregate of instalments of principal repaid by the Borrower to the Lender in respect of such Drawdown.
Payment Dates	means 31 st March and 30 th September of each year.
Payment Systems Disruption Event	<p>means either or both of:</p> <p>(a) a material disruption to the payment or communication systems or to the financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Financing Documents to be carried out), provided that the disruption is not caused by, and is beyond the control of, any of the Parties; or</p> <p>(b) the occurrence of any other event which results in a disruption (of a technical or system-related nature) to the treasury or payment operations of a Party preventing that, or any other Party:</p> <p style="padding-left: 40px;">(i) from performing its payment obligations under the Financing Documents; or</p> <p style="padding-left: 40px;">(ii) from communicating with the other Parties in accordance with the terms of the Financing Documents,</p> <p>and which (in either case) is not caused by, and is beyond the control of, either Party.</p>
Prepayment Compensatory Indemnity	<p>means the indemnity calculated by applying the following percentage to the amount of the Facility which is repaid in advance:</p> <p>- if the repayment occurs prior to the fifth anniversary (exclusive) of the Signing Date: two point five per cent (2.5%);</p>

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	<ul style="list-style-type: none"> - if the repayment occurs between the fifth anniversary (inclusive) and the tenth anniversary (exclusive) of the Signing Date : two per cent (2%); - if the repayment occurs between the tenth anniversary (inclusive) and the fifteenth anniversary (exclusive) of the Signing Date: one point seventy-five per cent (1.75%); - if the repayment occurs after the fifteenth anniversary (inclusive): one point five per cent (1.5%).
Project	means the project as described in Schedule 2 (<i>Project Description</i>).
Project Account	has the meaning given to that term in Clause 3.4.11 (<i>Opening of the Project Account</i>).
Project Authorisations	means the Authorisations necessary in order for (i) the Borrower or the Final Beneficiary to implement the Project and execute all Project Documents to which it is a party, and to exercise its rights and perform its obligations under the Project Documents to which it is a party; and (ii) the Project Documents to which the Borrower or the Final Beneficiary is a party, to be admissible as evidence before courts in the jurisdiction of the Borrower or before a competent arbitral tribunal.
Project Documents	<p>means all documents, and in particular agreements, delivered or executed by the Borrower or the Final Beneficiary in relation to the implementation of the Project, i.e.:</p> <ul style="list-style-type: none"> • the Operations Manual that will be developed for the project, and that will be amended from time to time; • the Board Document of the Co-Financier as presented for the Board approval of the Co-Financing and made public on its website; • the contracts to be entered into by the Financial Beneficiary with suppliers, work companies and consultants for the implementation of the project.
Public Official	means any holder of legislative, executive, administrative or judicial office whether appointed or elected, serving on permanent basis or otherwise, paid or unpaid, regardless of rank, or any other person defined as a public official under the domestic law of the Borrower's jurisdiction of incorporation, and any other person exercising a public function, including for a public agency or organisation, or providing a public service.
Rate Conversion	means the conversion of the floating rate applicable to all or part of the Facility into a fixed rate pursuant to Clause 4.1 (<i>Interest Rate</i>).

Rate Conversion Request	means a request substantially in the form attached as Schedule 5C (<i>Form of Rate Conversion Request</i>).
Rate Setting Date	<p>means:</p> <p>I - in relation to any Interest Period for which an Interest Rate is to be determined:</p> <ul style="list-style-type: none"> (i) the first Wednesday (or, if that date is not a Business Day, the immediately following Business Day) following the date of receipt by the Lender of the Drawdown Request, provided that the Drawdown Request is received by the Lender at least two (2) full Business Days prior to said Wednesday; (ii) the second Wednesday (or, if that date is not a Business Day, the immediately following Business Day) following the date of receipt by the Lender of the Drawdown Request, if the Drawdown Request was not received by the Lender at least two (2) full Business Days prior to the first Wednesday specified in paragraph (a) above: <p>II - in the case of a Rate Conversion</p> <ul style="list-style-type: none"> (i) the first Wednesday (or, if that date is not a Business Day, the immediately following Business Day) following the date of receipt by the Lender of the Rate Conversion Request, provided such date is at least two (2) full Business Days prior to the first Wednesday. (ii) the second Wednesday (or, if that date is not a Business Day, the immediately following Business Day) following the date of receipt by the Lender of the Rate Conversion Request, if such date is not at least two (2) full Business Days prior to the first Wednesday..
Reference Financial Institution	means a financial institution chosen as a suitable reference financial institution by the Lender and which regularly publishes quotations of financial instruments on one of the international financial information networks according to the practices recognised by the banking industry.
On-granting Agreement	means the agreement setting out the terms and conditions under which the Borrower shall on-grant the funds of the Facility, in whole or in part, to the Final Beneficiary.
Schedule(s)	means any schedule or schedules to this Agreement.
Signing Date	means the date of execution of this Agreement by all the Parties.

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TARGET Day	means a day on which the Trans European Automated Real Time Gross Settlement Express Transfer 2 (TARGET2) system, or any successor thereto, is open for payment settlement in Euros.
Tax(es)	means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with a failure to pay or any delay in the payment of any such amounts).
Technical Completion Date	means the date for the technical completion of the Project which is expected to be December 31 st , 2025.
Website	means the website of AFD (http://www.afd.fr/) or any other such replacement website.
Withholding Tax	means any deduction or retention in respect of a Tax on any payment made under or in connection with the Financing Documents.
Withdrawal Application	has the meaning given to it under the IDA Financing Agreement.

B. *Increasing Access to Clean Cooking Solutions*, through financing and support for:

Results Based Financing Facility for Clean Cooking Solutions ("RBF-CCS Facility") through provision of results-based partial grants ("CCS Grants") to Eligible Enterprises to facilitate the sale of eligible cooking technologies and products to final beneficiaries (qualifying households), and Incremental Operating Costs of BRD for management of the RBF-CCS Facility as are not otherwise recovered by BRD through a fee charged to the Eligible Enterprises.

Component 4. Technical Assistance, Institutional Capacity Building and Implementation Support

- A. *Project Implementation support*, including hiring of additional staff in EDCL and in the PCU, and sector consultants to continue to support sector management and coordination.
- B. *Technical Assistance and impact evaluation* including, *inter alia*, (a) sector studies aimed at improving the efficiency of the energy sector performance, (b) impact evaluation studies to help the sector make appropriate decisions during and after project implementation, (c) policy and advisory notes required to inform sector decisions, and (d) gender-specific activities.
- C. *Capacity Building* across the energy sector agencies including, *inter alia*, in the following areas: energy sector planning, technical skills development, audit, compliance and gender.
- D. *Technical assistance and institutional capacity building to support an enabling environment for the clean cooking sector development*, including, *inter alia*:
 - (i) an awareness-raising and behavior change campaign;
 - (ii) market facilitation and policy and regulation review and improvement;
 - (iii) stove testing and product development;
 - (iv) monitoring and verification of the RBF-CCS Facility;
 - (v) innovations subgrant through competitive processes to support innovative technological, business, financing approaches with preferential support to female entrepreneurs ("Innovation Grants"); and
 - (vi) Incremental Operating Costs of EDCL for providing technical assistance for cooking sector development.

SCHEDULE 3 - FINANCING PLAN

PART I - FINANCING PLAN

The indicative financing plan for the project is the following

Activities	Source of funds	Estimate
Component 1. Increasing Access to Grid Electricity		
Grid access – World Bank and AFD sites	World Bank	90,000,000 USD
	AFD	78,000,000 EUR
Grid access – OPEC Fund and SFD sites	OPEC Fund and SFD districts	38,000,000 USD
Subtotal		213,432,639 USD
Component 2. Enhancing the Efficiency of Electricity Service		
Subtotal:		30,000,000 USD
Component 3. Increasing Access to Off-grid Electricity and Clean Cooking Solutions		
RBF for off-grid solar and cooking solutions.	World Bank	25,000,000 USD
RETF grant from the CCF	Clean Cooking Fund (CCF)	7,000,000 USD
Subtotal:		32,000,000
Component 4. Technical Assistance, Institutional Capacity Building and Implementation Support		
TA	World Bank	1,000,000 USD
Capacity building	World Bank	2,000,000 USD
Implementation Support	World Bank	4,000,000 USD
	AFD	2,000,000 EUR
RETF grant from the CCF	Clean Cooking Fund (CCF)	3,000,000 USD
Subtotal:		US\$12,190,100
Total:		US\$287,622,739

PART II - ELIGIBLE EXPENSES

Eligible expenses to proceeds of the Facility provided by the Borrower are the following expenses:

- Goods, works, non-consulting services, consulting services and Incremental Operating Costs under World Bank-AFD sites of Component 1 of the Project;
- Non-consulting services, consulting services, Training, Incremental Operating Costs under the following titles of Component 4 of the Project: Implementation Support, Capacity Building, TA.

The funds availed by AFD can be used to cover taxes of eligible expenses.

Under the IDA Financing Agreement, "Agreed AWPB" means the program of activities and budget under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project agreed each year between the Borrower and IDA for implementation during the following Fiscal Year, in accordance with Section I.A.1. of Schedule 2 of the IDA Financing Agreement, as the same may be revised from time to time in accordance with the said section of the IDA Financing Agreement.

(f) [if currency other than Euro] [●]
correspondent bank and account
number of the Borrower's bank:

7. This Drawdown Request is irrevocable.

8. We have attached to this Drawdown Request all relevant supporting documents specified in Clause 2.4 (*Conditions precedent*) of the Agreement:

[List of supporting documents]

Yours sincerely,

.....

Authorised signatory of Borrower

SCHEDULE 5B - FORM OF CONFIRMATION OF DRAWDOWN AND RATE

[on Agence Française de Développement letterhead]

To: [the Borrower]

Date: [●]

Ref: Drawdown Request n° [●] dated [●]

Borrower's Name – Credit Facility Agreement n°[●] dated [●]

Drawdown Confirmation n°[●]

Dear Sirs,

1. We refer to the Credit Facility Agreement n°[●] entered into between the Borrower and the Lender dated [●] (the "Agreement"). Capitalised words and expressions used but not defined herein have the meanings given to them in the Agreement.
2. By a Drawdown Request Letter dated [●], the Borrower has requested that the Lender makes available a Drawdown in the amount of EUR [●], pursuant to the terms and conditions of the Agreement.
3. The Drawdown which has been made available according to your Drawdown Request is as follows:
 - Amount: [●amount in words] ([●])
 - Applicable interest rate: [●percentage in words] ([●]%) per annum [equal to the aggregate of the six-month EURIBOR (equal to [●]% per annum) ¹ and the Margin] ²
 - Effective global rate (per annum)³: [●percentage in words] ([●]%)
 - Drawdown Date: [●]

For fixed-Interest Rate loans only

For information purposes only:

- Rate Setting Date: [●]
- Fixed Reference Rate: [●percentage in words] ([●]%) per annum
- Index Rate: [●percentage in words] ([●]%)
- Index Rate on the Rate Setting Date: [●].

¹ If the six-month EURIBOR is not available on the date of confirmation of drawdown due to the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark, the precise terms and conditions of replacement of such Screen Rate with a Replacement Benchmark and the related total effective rates will be communicated to the Borrower in a separate letter.

² To be deleted in case of fixed Interest Rate.

³ Periodic global effective rate to be provided also.

[It being specified that the above Interest Rate may vary in accordance with the provisions of clauses 4.1.1(i) (*Floating Interest Rate*) and 5.2 (*Replacement of a Screen Rate*) of the Agreement.]⁴

Yours sincerely,

.....

Authorised signatory of *Agence Française de Développement*

⁴ To be deleted in case of fixed Interest Rate.



SCHEDULE 5C - FORM OF RATE CONVERSION REQUEST

[on the Borrower's letterhead]

To: AGENCE FRANÇAISE DE DÉVELOPPEMENT

On: *[date]*

Borrower's Name – Credit Facility Agreement n°[●] dated [●]

Rate Conversion Request n°[●]

Dear Sirs,

1. We refer to the Credit Facility Agreement n°[●] entered into between the Borrower and the Lender dated [●] (the "Agreement"). Capitalised words and expressions used but not defined herein have the meanings given to them in the Agreement.
2. Pursuant to Clause 4.1.3 4.1.3 (i) (*Conversion from a floating Interest Rate to a fixed Interest Rate*) of the Agreement, we hereby request that you convert the floating Interest Rate of the following Drawdowns:

- *[list the relevant Drawdowns]*,

into a fixed Interest Rate in accordance with the terms of the Agreement.

3. This rate conversion request will be deemed null and void if the applicable fixed Interest Rate exceeds *[insérer pourcentage en lettres]* [●%].

Yours sincerely,

.....

Authorised signatory of Borrower

SCHEDULE 5D - FORM OF RATE CONVERSION CONFIRMATION⁵

[on Agence Française de Développement letterhead]

To: *[the Borrower]*

Date: *[●]*

Re: Rate Conversion Request n° *[●]* dated *[●]*

Borrower's Name – Credit Facility Agreement n°*[●]* dated *[●]*

Rate Conversion Confirmation n°*[●]*

Dear Sirs,

SUBJECT: Conversion from a floating Interest Rate to a fixed Interest Rate

1. We refer to the Credit Facility Agreement n°*[●]* entered into between the Borrower and the Lender dated *[●]* (the “**Agreement**”). Capitalised words and expressions used but not defined herein have the meanings given to them in the Agreement.
2. We refer also to your Rate Conversion Request dated *[●]*. We confirm that the fixed Interest Rate applicable to the Drawdown(s) referred to in your Rate Conversion Request delivered in accordance with Clause 4.1.3 (i) (*Conversion from a floating Interest Rate to a fixed Interest Rate*) of the Agreement is:
 - *[●]*% per annum.
3. This fixed Interest Rate, calculated in accordance with Clause 4.1.1 (*Selection of Interest Rate*) will apply to the Drawdown(s) referred in your Rate Conversion Request from *[●]* (effective date).
4. Further, we notify you that the effective global rate per annum of the Facility is *[●]*%;

Yours sincerely,

.....

Authorised representative of *Agence Française de Développement*

⁵ A supprimer si l'option 1 « Taux fixe uniquement » est retenue (article 4.1)

SCHEDULE 6 - ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

Refers to the Environmental and Social Commitment Plan prepared for the Project and published on the Co-Financier website during the Appraisal of the Project, or any subsequent agreed upon version and published on the Co-Financier website.

SCHEDULE 7 – FORM OF FOLLOW-UP REPORT OF THE PROJECT' INDICATORS

The follow-up of the project Indicators will be aligned with the Co-Financier Project Results Evaluation Framework for the Project, as reflected in the Project Appraisal Document of the Co-Financier for the Project, or any subsequent agreed upon version.

As a reference, the relevant PDO Indicators and the Intermediate Results for AFD supported activities under the Project are the following:

Monitoring & Evaluation Plan: PDO Indicators

Indicator Name	Definition Description	Frequency	Datasource	Methodology for Data Collection	Responsibility for Data Collection
People provided with new or improved electricity service		Annual	For grid, EDCL PCU as connections are made. Verification reports submitted to the BRD PIU from off-grid service providers for disbursement of the RBF.	For grid, data collection by EDCL PCU as they distribute meters for connection. For off-grid, collection of verification reports from off-grid service providers for disbursement of the RBF.	For grid, EDCL PCU. For off-grid, BRD PIU.
Enterprises provided with new or improved electricity service	Enterprises provided with new or improved access to electricity Clinics, schools, and administrative centers provided with new or improved access to electricity	Annual	EDCL PCU as connections are made	EDCL PCU as they distribute meters for connection	EDCL PCU
Public institutions (clinics, schools, and administrative centers) provided with new or improved electricity service	Public institutions (clinics, schools, and administrative centers) provided with new or improved access to electricity	Annual	EDCL PCU as connections are made	EDCL PCU as they distribute meters for connection	EDCL PCU

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Monitoring & Evaluation Plan: Intermediate Results Indicators

Indicator Name	Definition/Description	Frequency	Data source	Methodology for Data Collection	Responsibility Data Collection
Households provided with new or improved access to grid electricity	Households provided with new or improved access to grid electricity	Annual	EDCL PCU	EDCL PCU as they distribute meters for connection	EDCL PCU
of which: female-headed households	this indicator evaluates if a minimum specified percentage of new connections are made to female-headed households	Annual	EDCL PCU	EDCL PCU as they distribute meters for connection	EDCL PCU
Kilometers of MV lines constructed under the project	This indicator outlines the number of kilometers of 30kV and 15kV lines constructed under the project, in aid of grid-connections of households, trade centres and public institutions.	Annual	EDCL PCU	Project progress reports from the contractors and project consultant	EDCL PCU
Kilometers of LV lines constructed under the project	This indicator outlines the number of kilometers of LV lines constructed under the project, in aid of grid-connections of households, trade centres and public institutions.	Annual	EDCL PCU	Project progress reports from contractors and project consultant	EDCL PCU
Distribution transformers installed	This indicator outlines the number of transformers installed under the project, in aid of grid-connections of households, trade centres and public institutions.	Annual	EDCL PCU	Project progress reports from contractors and project consultant	EDCL PCU
Share of female workers under contracts financed by Component 1	This indicator evaluates if the contractors undertaking the project work are employing a minimum specified percentage of female workers on the project work	Annual	EDCL PCU	Contracts signed by EDCL PCU under the component	EDCL PCU
Impact evaluation studies conducted for the project		After 3 years	EDCL	Through independently hired consultant	EDCL
REG publishes its annual customer satisfaction survey results		Annual	REG website	n/a	EDCL PIU

**SCHEDULE 8 - INFORMATION THAT THE LENDER IS AUTHORIZED EXPRESSLY TO
DISCLOSE ON THE LENDER'S WEBSITE (IN PARTICULAR ON ITS OPEN DATA
PLATFORM)**

1. Information relating to the Project

- Number and name in AFD's book;
- Description;
- Operating sector;
- Place of implementation;
- Expected project starting date;
- Expected Technical Completion Date; and
- Status of implementation updated on a semi-annual basis.

2. Information relating to the financing of the Project

- Kind of financing (loan, grant, co-financing, delegated funds);
- Principal amount of the Facility;
- Total amount drawn on annual basis;
- Drawdown amounts planning on a three year basis; and
- Amount of the Facility which has been drawn down (updated as the implementation of the Project goes).

3. Other information

- Transaction information notice attached to this Schedule; and
- The summary of the Project evaluation, the content of which is defined in Article 11.12 "Project Evaluation".

Public Operation Communication note

Contribution to the national energy access program

I. Context and strategic stakes of the program

Over the past decade, Rwanda has made major progress in electrification, with a grid connection rate increasing from 6% in 2009 to 39% in 2020. This development is the result of a series of large-scale investment programs in grid extension, implemented by the government and financed by several partners, including the World Bank. The government wishes to continue these efforts by setting - through its national transformation strategy - a goal of universal access to electricity by 2024. The plan states that 52% of the households will be connected to the grid and the remaining 48% will be self-supplied by off-grid solutions. AFD has been invited, alongside other donors, to help finance the Universal Access to Energy Program in Rwanda (RUEAP). The program is fully in line with AFD's strategies and priorities. Indeed, energy is one of the four sectors identified by the Franco-Rwandan roadmap established in 2019. Moreover, energy transition is one of the six transitions supported by AFD

and access to energy is one of the three pillars of its strategy. The project is 100% compatible with the Paris Agreement and with the 100% social link commitment that underpin all actions of AFD. It will have a positive impact on gender, and help reduce greenhouse gas emissions.

II. Objectives and content of the program

The Rwanda Universal Energy Access Program (RUEAP) is the GoR's multi-donor program to achieve its objectives in terms of access to energy. It is structured around four components:

- Component 1: Increasing access to Grid Electricity ;
- Component 2: Enhancing the Efficiency of Electricity Services ;
- Component 3: Increasing Access to Off-grid Electricity and Clean Cooking Solutions ;
- Component 4: Technical Assistance, Institutional Capacity Building and Implementation Support.

AFD will contribute to the financing of the first component, dedicated to increase access to grid electricity. AFD funds will be earmarked more specifically for the western and northern regions of the country. The overall program and the first component in particular are built on the experience gained by Rwanda and the World Bank during previous interventions in the electricity sector.

III. Stakeholders and modus operandi

AFD will be involved through a project co-financing with the World Bank (EAQIP) coming within the scope of the RUEAP program. AFD's contribution to the program will be implemented by the World Bank in accordance with the framework agreement signed between the World Bank and AFD in June 2018 providing for the terms and costs of the delegation. The primary beneficiary will be the Republic of Rwanda, represented by MINECOFIN in the agreement. The funds will be on-lent by the Republic of Rwanda to EDCL, which will be the contracting authority for all activities financed by AFD. EDCL will award the contracts in accordance with the applicable World Bank rules. The assets will be transferred to EUCL at the end of the project. Payments will be made according to the expenditure as direct payments to providers or as revolving advances. Annual audits will be carried out.

IV. Cost and financing

AFD's financing for the program takes the shape of a concessional loan of 80 million euros for 20 years, alongside the 150 million dollars financing of the World Bank for the EAQIP project, within the framework of the multi-donors support to the sector with a global envelope of 687 million dollars.

V. Main expected effects

Electrification activities funded by AFD and the World Bank will connect approximately 230,000 households and 17,000 commercial consumers. The economic analysis of the transaction is favorable.

Inherently, electrification programs contribute to improve social and territorial inclusion. They allow the poorest households to access basic services, and contribute to their economic emancipation through the development of activities, thanks to electricity.

**SCHEDULE 9 - LIST OF ENVIRONMENTAL AND SOCIAL DOCUMENTS WHICH THE
BORROWER PERMITS TO BE DISCLOSED IN CONNECTION WITH ES COMPLAINTS-
MANAGEMENT MECHANISM'S RULES OF PROCEDURE**

- Environmental and Social Management Framework
- Resettlement Policy Framework
- Stakeholder Engagement Plan
- Labour Management Plan
- Site specific documents to be prepared for the sites funded by World Bank and AFD under Component 1 as required:
 - Environmental and Social Impact Assessments
 - Resettlement Management Plans
 - Environmental and Social Management Plans

SCHEDULE 10 - PERSONAL DATA PROTECTION

Each Party agree to comply with the regulation in force applicable to the processing of data, in particular the law n°75-17 dated 6 January 1978 as amended and updated, and the General Data Protection Regulation (EU) 2016/679 dated 27 April 2016 (hereinafter referred to as "**Applicable Data Protection Regulation**").

The personal data collected concern natural persons such as beneficial owners (shareholders, partners, beneficial owners, etc...), statutory representatives, agents of the Borrower including representatives and agents of the Lender (hereinafter referred to as collectively "**Natural Persons**" and individually as "**Natural Person**"). This collection and processing by the Lender, which is responsible for the processing is necessary for the internal management of this financing, the performance of the Agreement, compliance with legal and regulatory obligations and other purposes described for the Lender.

In order to fulfil the aforementioned purposes, the Lender may communicate only the personal data to:

- entities of the group to which the Lender belongs;
- service providers and subcontractors performing services on behalf of the Lender;
- commercial and banking partners;
- financial authorities, judicial or state agencies, public bodies upon request and within the limits permitted by regulation;
- certain regulated professions such as lawyers, notaries, auditors.

In the event of a transfer to a country outside of the European Economic Area, the personal data may be transferred to a country with an adequate level of protection recognised by the European Commission.

The data are kept for a period of 10 years as from the end of the Agreement.

It is the Borrower's duty to inform Natural Persons of the Lender's personal data policy.

To get a copy of the texts relating to the Applicable Data Protection Regulation, or to find out how to access these texts or for any question concerning to use of their data, Natural Persons may contact the Data Protection Officer, by email at the following address: informatique.libertes@afd.fr.

These personal data may give rise to the exercise of the right of access, rectification, deletion, processing limitation, portability, and the right to define guidelines applicable after the death of the Natural Person concerned, by email at the following address: informatique.libertes@afd.fr or on the aforementioned website.

The Natural Persons concerned can also object to the processing of their data collected for the purpose of commercial prospecting. Moreover, they are entitled to file a complaint with the competent supervisory authority such as the *Commission Nationale de l'Informatique et des Libertés en France*.

SCHEDULE 11 – AFD'S COVENANT OF INTEGRITY

Invitation of Bids/Proposals/Contract No. _____

To: _____

We declare and undertake that neither we nor anyone, including any member of our joint venture or any of our suppliers, contractors, sub-contractors, consultants, sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any activity prohibited under AFD's General Policy on Combatting Corruption, Fraud, Anti-Competitive Practices, Money Laundering and Terrorist Financing[1] ("AFD's General Policy") in connection with the present procurement process and (in case of award) the execution of the above-referenced contract ("Contract"), including any amendments thereto.

We acknowledge that AFD's participation in the financing of the Contract is subject to AFD's General Policy. As such, we acknowledge that AFD will not be able to participate in the financing of the Contract if we, including any member of our joint venture, or any of our suppliers, contractors, subcontractors, consultants or sub-consultants are ineligible as a result of a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or are on any of the following lists (AFD's Sanction Lists):

EU financial sanctions list https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr

French financial sanctions list http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste

EU commercial sanctions list https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the AFD to inspect all accounts, records, and other documents relating to the procurement process and/or Contract execution (in the case of award), and to have them audited by auditors appointed by the AFD.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the Contract.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of [2]: _____

Signature _____

Dated: _____

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 028/2021 ryo ku wa 17/06/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo kwegereza abaturatione amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2021</p>	<p>Seen to be annexed to Law n° 028/2021 of 17/06/2021 approving the ratification of the Credit Financing Agreement between Agence Française de Développement and the Republic of Rwanda, relating to the credit of eighty million Euros (EUR 80,000,000) for energy access and quality improvement Project, signed at Kigali, Rwanda, on 23 April 2021</p>	<p>Vu pour être annexé à la Loi n° 028/2021 du 17/06/2021 approuvant la ratification de l'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'énergie et d'amélioration de sa qualité, signé à Kigali, au Rwanda, le 23 avril 2021</p>
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Kigali, 17/06/2021

(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/Intumwa Nkuru ya Leta
Minister of Justice/Attorney General
Ministre de la Justice/Garde des Sceaux

<p>ITEGEKO N° 029/2021 RYO KU WA 17/06/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) N'IMPANO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) AGENEWE UMUSHINGA WO KUGOBOKA MU BIHE BIDASANZWE BYATEWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22 MATA 2021</p>	<p>LAW N° 029/2021 OF 17/06/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) AND TO THE GRANT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) FOR COVID-19 EMERGENCY RESPONSE PROJECT, SIGNED AT KIGALI, RWANDA ON 22 APRIL 2021</p>	<p>LOI N° 029/2021 DU 17/06/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT, RELATIF AU CREDIT DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) ET AU DON DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) POUR LE PROJET D'INTERVENTION D'URGENCE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA LE 22 AVRIL 2021</p>
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<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>
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<p>ITEGEKO N° 029/2021 RYO KU WA 17/06/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y’U RWANDA N’IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N’INGUZANYO INGANA NA MILIYONI ICUMI N’IBIHUMBI MAGANA ATANU Z’AMADETESI (10.500.000 DTS) N’IMPANO INGANA NA MILIYONI ICUMI N’IBIHUMBI MAGANA ATANU Z’AMADETESI (10.500.000 DTS) AGENEWE UMUSHINGA WO KUGOBOKA MU BIHE BIDASANZWE BYATEWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22 MATA 2021</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° 029/2021 OF 17/06/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) AND TO THE GRANT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) FOR COVID-19 EMERGENCY RESPONSE PROJECT, SIGNED AT KIGALI, RWANDA ON 22 APRIL 2021</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° 029/2021 DU 17/06/2021 APPROUVANT LA RATIFICATION DE L’ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L’ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT, RELATIF AU CREDIT DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) ET AU DON DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) POUR LE PROJET D'INTERVENTION D'URGENCE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA LE 22 AVRIL 2021</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>LE PARLEMENT :</p>
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<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 3 Kamena 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 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) n'impano ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanze byatewe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda ku wa 22 Mata 2021;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana</p>	<p>The Chamber of Deputies, in its sitting of 3 June 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, 167, 168 and 176;</p> <p>After consideration of the Financing Agreement, between the Republic of Rwanda and the International Development Association, relating to the credit of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) and to the grant of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) for COVID-19 emergency response project, signed at Kigali, Rwanda on 22 April 2021;</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 Development Association, relating to the credit of ten million five hundred thousand</p>	<p>La Chambre des Députés, en sa séance du 3 juin 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, 167, 168 et 176 ;</p> <p>Après examen de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) et au don de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) pour le projet d'intervention d'urgence au COVID-19, signé à Kigali, au Rwanda le 22 avril 2021 ;</p> <p>ADOpte :</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de dix millions cinq cent mille Droits de Tirage</p>
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<p>atanu z’Amadetsi (10.500.000 DTS) n’impano ingana na miliyoni icumi n’ibihumbi magana atanu z’Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanze byatwe na COVID-19, yashyirweho umukono i Kigali mu Rwanda ku wa 22 Mata 2021, ari ku mugereka, yemerewe kwemezwa burundu.</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>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>Special Drawing Rights (SDR 10,500,000) and to the grant of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) for COVID-19 emergency response project, signed at Kigali, Rwanda on 22 April 2021, in annex, is approved for ratification.</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 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>Spéciaux (10.500.000 DTS) et au don de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) pour le projet d'intervention d'urgence au COVID-19, signé à Kigali, au Rwanda le 22 avril 2021, en annexe, est approuvé pour ratification.</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>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>
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Kigali, 17/06/2021

(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/Intumwa Nkuru ya Leta
Minister of Justice/Attorney General
Ministre de la Justice/Garde des Sceaux

<p>UMUGEREKA W'ITEGEKO N° 029/2021 RYO KU WA 17/06/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) N'IMPANO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) AGENEWE UMUSHINGA WO KUGOBOKA MU BIHE BIDASANZWE BYATEWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 22 MATA 2021</p>	<p>ANNEX TO LAW N° 029/2021 OF 17/06/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) AND TO THE GRANT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) FOR COVID-19 EMERGENCY RESPONSE PROJECT, SIGNED AT KIGALI, RWANDA ON 22 APRIL 2021</p>	<p>ANNEXE À LA LOI N° 029/2021 DU 17/06/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT, RELATIF AU CREDIT DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) ET AU DON DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) POUR LE PROJET D'INTERVENTION D'URGENCE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA LE 22 AVRIL 2021, AU RWANDA, LE 23 AVRIL 2021</p>
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**CREDIT NUMBER 6871 RW
GRANT NUMBER D805**

Financing Agreement

(Second Additional Financing for the COVID-19 Emergency Response Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

CREDIT NUMBER 6871 RW
GRANT NUMBER D805

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 additional financing for the Original Project and activities related to the Original Project and for amending specific provisions of the Original Financing Agreement and the AF 1 Grant Agreement (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) an amount equivalent to ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) ("Grant"); and
 - (b) an amount equivalent to ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) ("Credit").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 1 and December 1 in each year.

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

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Recipient has prepared, adopted and disclosed an updated ESMF, in form and substance satisfactory to the Association; and
 - (b) the Recipient has recruited an environmental specialist as part of the RBC-SPIU as referred to in Section I, part A.4(a) of Schedule 2, with qualifications experience and under terms of reference satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date sixty (60) days after the Signature Date.
- 4.03. 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 V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Recipient's minister responsible for finance.
- 5.02. 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:

Telephone:
+250 25 257 7581

Fax:
+250 25 257 5756

E-mail:
mfin@minecofin.gov.rw

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- 5.03. 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

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative

Name:

Dr. Uzziel Nshimirimana

Title:

Minister

Date:

22/04/2021



INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name:

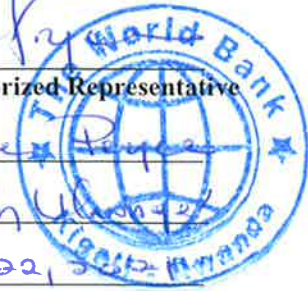
Rolando Ponce

Title:

Country Urban + 2

Date:

April 22, 2021



SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness in the Republic of Rwanda.

The Project constitutes a phase of the MPA Program, and consists of the following parts under the Original Project modified as underlined below:

Part 1: Case Detection, Confirmation and Contact Tracing

Enhancing case detection, disease surveillance, sample collection and ensuring rapid laboratory diagnoses and carrying out contact tracing for COVID-19 and other disease outbreaks through financing and support for:

- (a) enhancement of case detection through: (i) screening travelers at ports of entry as well as in priority communities and targeted health facilities; (ii) diagnosing cases and referring them for treatment as needed; (iii) carrying out contact tracing to minimize risk of transmission; (iv) conducting risk assessments to identify hot spot areas of transmission and provide timely information to policymakers including digital maps that can help in visualization of transmission; and (v) carrying out multi-sectoral simulation exercises for COVID-19 and other disease outbreaks; and
- (b) strengthening the health system through; *inter alia*: (i) providing medical supplies and equipment (e.g. thermo scanners; test kits; drugs; lab equipment and supplies, personal protective equipment); (ii) Training and capacity building for frontline workers; and (iii) Operating Costs for rapid response teams and recruitment of additional personnel.

Part 2: Public Health Measures and Clinical Care Capacity

Strengthening of public health policies and measures and establishment of critical clinical care capacity including promotion of digital solutions through financing and support for:

- (a) public health policies regarding: (i) social distancing measures (such as restrictions on border crossings, work-at-home policies, restricting public gatherings); (ii) personal hygiene promotion, including handwashing and proper cooking; (iii) risk communication and community engagement using local channels to disseminate messages about the risks associated with COVID-19 and other disease outbreaks and applying innovative digital solutions such as mobile apps for sending out messages;

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- (iv) production and dissemination of communication materials (including in digital form) and national and local campaigns to raise awareness; and
 - (v) enhancement of data analytics capability to improve targeting and measure effectiveness;
- (b) provision of clinical care through: (i) establishment of isolation capacity at a selected number of national and district hospitals including the rehabilitation of existing structures and leveraging of isolation units established for other infectious diseases; (ii) providing health personnel with appropriate protective equipment and hygiene materials; (iii) support for provision of medical and laboratory equipment and supplies, waste management equipment and supplies and video conferencing equipment for tele-medicine; (iv) minor civil works (mainly refurbishments); and (v) including recruitment of additional clinical personnel;
 - (c) purchase of Project COVID-19 Vaccines including assistance to support the Recipient's advance purchase mechanisms;
 - (d) deployment Project COVID-19 Vaccines including support for: (i) Training of health providers, and other personnel responsible for the delivery, storage, handling, transportation, tracking and safety of Project COVID-19 vaccines; (ii) conducting assessments to inform the deployment of Project COVID-19 vaccines; (iii) strengthening the policy environment through production of guidelines, standard operating procedures and protocols; (iv) reinforcing the regulatory capacity of the Rwanda FDA to expedite the registration and approval processes in line with acceptable procedures and requirements; (v) planning and coordination of the Project COVID-19 vaccine deployment; and (vi) strengthening health care waste management and occupational health;
 - (e) vaccine communication campaign including support to the PIE to: (i) conduct well targeted communication campaigns to increase awareness, foster demand, and address hesitancy through mass media, social media and community outreach campaigns; (ii) track and monitor correct knowledge of COVID-19 vaccines, and identify views, perceptions, attitudes in order to continually improve implementation strategies and tailor communications; and (iii) facilitate citizen engagement mechanisms for feedback, accountability, grievance, citizen and community engagement;
 - (f) screening high-risk groups through support for: (i) conducting community sensitization and mobilization to encourage people to be screened and vaccinated; (ii) screening for conditions that elevate the risk of COVID-19; and (iii) referral and initial treatment for these conditions; and

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- (g) oxygen therapy through purchase of: (i) basic respiratory therapy equipment and supplies that support climate safe technologies; and (ii) climate-smart technologies for district hospitals located in remote, rural areas and medicalized health centers operating in high population density locations.

Part 3: Implementation Management and Monitoring and Evaluation

Financing and support for:

- (a) Project management including (i) strengthening of public structures for the coordination and management of the Project, including central and local (decentralized) arrangements for the coordination of Project activities (this will include support for the COVID-19 Incident Management System Coordination Structure); (ii) the carrying out of financial management and procurement requirements of the Project; (iii) Project coordination activities; and
- (b) monitoring and evaluation of the Project including: (i) assessment of implementation progress and review of operational plans; (ii) technical assistance; (iii) COVID-19 vaccination specific monitoring and evaluation, including: (A) training CHWs on surveillance activities and related COVID-19 testing; (B) strengthening capacity of districts and sectors to conduct vaccine related surveillance activities; (C) conducting disease surveillance to monitor the impact of the vaccination program and make corrections during implementation; (D) monitoring coverage and safety; (E) evaluating effectiveness and impact; and (F) providing vaccination certificates to all people vaccinated.

Part 4: Contingency Emergency Response Component (CERC)

Providing immediate response to an Eligible Emergency, as needed.

Part 5: Protecting Essential Health Services

Strengthening and protecting essential health and nutrition services through financing and support for:

- (a) outreach activities and catch up campaigns for immunization and reproductive, maternal and child health services;
- (b) nutrition commodities;
- (c) organizing transport systems for patients and health providers;

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- (d) Performance-based Payments to Eligible Community-based Health Workers (CHWs) to incentives CHWs to enhance awareness, mobilize the population and conduct basic screening for both reproductive, maternal, newborn and child health (RMNCH) and COVID-19;
- (e) building capacity of health providers and CHWs to use innovative technologies and approaches for delivering essential health services;
- (f) testing a new multi-disciplinary competence-based approach to the delivery of services by CHWs;
- (g) strengthening the health resources tracking system and promote interoperability for improved data visualization and analytics and enhanced data for decision making, including Geographical Information System tools;
- (h) screening for chronic conditions (such as hypertension and diabetes) using innovative strategies that leverage RMNCH services, including during community mobilization campaigns, couple screening during antenatal care visits or pre-conception care visits and/or workplace programs; and
- (i) performing periodic monitoring of the impact of COVID-19 on essential health and nutrition services and institutionalize the production of monthly and quarterly reporting.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. **Ministry of Health (MoH).** The Recipient shall designate the MoH with overall oversight, responsibility for providing policy and strategic advice for the Project.
2. **Coronavirus National Joint Taskforce**
 - (a) The Recipient shall maintain, at all times during the implementation of the Project, the Coronavirus National Joint Taskforce (the “Taskforce”), with composition, powers, functions, facilities and other resources satisfactory to the Association.
 - (b) The Taskforce shall coordinate the national response and provide strategic guidance during Project implementation. The Taskforce shall be assisted by an expert advisory team and the COVID-19 Command Post.
3. **COVID-19 Command Post**
 - (a) The Recipient shall maintain, at all times during the implementation of the Project, the COVID-19 Command Post (the “Command Post”), with composition, powers, functions, facilities and other resources satisfactory to the Association.
 - (b) The Command Post shall report to the Taskforce with respect to overall workplan implementation status, results framework update, procurement plan status, risk management plan and escalate implementation bottlenecks for prompt decision and recommendation of remedial actions by the Taskforce.
 - (c) The planning cell of the Command Post shall also: (i) review the Project Reports which shall be approved by the Command Post coordinator, (ii) approve the work plan and budget for the Project, and (iii) monitor performance and budget execution.
4. **Rwanda Biomedical Center**
 - (a) The Recipient shall maintain throughout Project implementation the Rwanda Biomedical Center Single Project Implementation Unit (“RBC-SPIU”), with adequate resources and facilitation, key staff holding such qualifications and under terms of reference acceptable to the Association,

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such staff to include a designated project focal point, a dedicated procurement specialist, financial management specialist or accountant, social risks management specialist and an environmental risks management specialist and any other technical and fiduciary specialists as may be agreed with the Association in the future and as further detailed in the Project Implementation Manual ("PIM").

- (b) Without prejudice to paragraph 4(a) above, the Recipient shall cause RBC to, within sixty (60) days after the Effective Date, recruit within the RBC-SPIU, on a full-time basis, one social specialist to work in collaboration with the environment and social risks management staff at the MoH and at RBC.
- (c) The RBC-SPIU shall be responsible for: (i) overall Project management; (ii) financial management under the Project; including flow of funds to different stakeholders; (iii) procurement of goods, medical and laboratory equipment and supplies; (iv) securing consultant services; (v) oversight of social and environmental risks management; and (vi) perform such other functions as may be further detailed in the PIM.

B. Implementation Covenants

1. Project Implementation Manual (PIM)

- (a) The Recipient shall:
 - (i) no later than thirty (30) days after the Effective Date, prepare a revised and updated project implementation manual containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (A) administration and coordination; (B) monitoring and evaluation; (C) financial management, procurement and accounting procedures; (D) environmental and social risks management; (E) corruption and fraud mitigation measures; (F) a grievance redress mechanism; (G) Personal Data collection and processing in accordance with the Ministry of Health's Standard Operating Procedures for Management of Routine Health Information at Referral/Provincial and District Hospitals (Public and Privates) and in accordance with good international practice (including Personal Data in connection with distribution or delivery of vaccines and monitoring vaccination activities); (H) roles and responsibilities for Project implementation; and (I) such other arrangements and procedures as shall be required for the effective implementation of the Project;

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- (ii) furnish to and exchange views with the Association on such manual promptly upon its preparation, and consequently adopt such manual as shall have been approved in writing by the Association; and
- (iii) thereafter implement the Project in accordance with the requirements set forth in the PIM.
- (b) The PIM shall not be amended, abrogated or any provision thereof waived unless the Association has provided its prior written 'no-objection'.
- (c) In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

2. **Vaccine Delivery and Distribution Manual**

- (a) Without limitation on paragraph 1, part B above, in order to ensure adequate implementation of Part 2 (c) to (g) of the Project, the Recipient shall within thirty (30) days after the Effective Date prepare and adopt, a manual for COVID-19 Vaccine delivery and distribution ("Vaccine Delivery and Distribution Manual"), in form and substance satisfactory to the Association, which shall include:
 - (i) rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
 - (ii) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure;
 - (iii) vaccine distribution plan, including action plan setting out timeline and steps for immunization;
 - (iv) vaccine safety monitoring, the management of adverse events following immunization (AEFI) and injection safety; and
 - (v) procedures, protocols and measures to ensure that the Recipient's vaccine program does not include forced vaccination.
- (b) Without limitation on paragraph 1, part B above, the Recipient shall carry out the Project in accordance with this Agreement and the Vaccine Delivery and Distribution Manual. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive

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the provisions of the Vaccine Delivery and Distribution Manual without prior approval of the Association.

- (c) In the event of any conflict between the provisions of the Vaccine Delivery and Distribution Manual and this Agreement, the provisions of this Agreement shall prevail.

3. Standards for COVID-19 Vaccine Approval

All Project COVID-19 Vaccines shall satisfy the Vaccine Approval Criteria.

4. Work Plans and Budget

- (a) The Recipient shall no later than thirty (30) days after the Effective Date:
 - (i) prepare and furnish to the Association a proposed work plan and budget (WPB) for Project implementation setting forth: (A) a detailed description of the planned activities, including any proposed conferences and Training, under the Project for the period covered by the plan; (B) the sources and proposed use of funds therefor; (C) procurement and environmental and social risks management arrangements therefor, as applicable; and (D) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity; (ii) taking into account the Association's comments, finalize the plan and furnish it to Association for its approval; and (iii) adopt the plan as shall have been approved by the Association.
- (b) The Recipient shall ensure that the Project is implemented in accordance with the WPB.
- (c) The Recipient shall not make or allow to be made any change to the WPB without prior agreement in writing by the Association.
- (d) In the event of any conflict between the WPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

5. Use of Military and Security Actors

- (a) All activities carried out by the Rwanda National Police or any other security/military forces of the Recipient ("Security Actors") under the Project shall be under the control of the MoH and shall be undertaken exclusively for the purposes related to the Project. All goods, works, services, Operating Costs and training financed by the Financing proceeds may be used by the Security Actors under the direction and control of MoH and strictly in accordance with the PIM and other arrangements or protocols that the Association may require for carrying out these activities.

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- (b) Except as the Association may otherwise agree, the Recipient shall ensure that the ownership of any assets generated, goods procured, and works constructed by the Security Actors out of the Financing proceeds shall be transferred to, or shall vest, with the MoH or the Project Implementing Entity or any equivalent or appropriate line ministry or agency agreed with the Association.

C. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
 - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent

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Emergency Response Part, with adequate staff and resources satisfactory to Association.

3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

D. Environmental and Social Standards.

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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4. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Recipient, through the MoH or Project Implementing Entity and the Security Actors as relevant, shall take the following measures related to the use of security or military personnel for provision of security to Project assets (including the Project COVID-19 Vaccines) and the transportation of Project COVID-19 Vaccines, in a manner satisfactory to the Association:
 - (a) adopt and enforce standards, protocols and codes of conduct for the selection and use of security or military personnel, and screen such personnel to verify that they have not engaged in past unlawful or abusive behavior, including sexual exploitation and abuse (SEA), sexual harassment (SH) or excessive use of force;
 - (b) ensure that such personnel are deployed in accordance with the relevant requirements of ESSs and the ESCP;
 - (c) ensure that such personnel is adequately instructed and trained, prior to deployment and on a regular basis, on the use of force and appropriate conduct (including in relation to civilian-military engagement, SEA and

APPENDIX

Section I. Definitions

1. “AF 1 Grant Agreement” means the Grant Agreement for the first additional financing for the for the COVID-19 Emergency Response Project dated December 6, 2020 between the Recipient and the Association, acting as responding agency of the Pandemic Emergency Financing Facility.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual referred to in Section I, part C.1(a) of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the PIM.
5. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
6. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
7. “Eligible CHWs” means community-based health workers that meet the respective eligibility criteria and conditions specified in the manual to be prepared by the Recipient for management of the Performance-based Payments under Part 5(d) of the Project.
8. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
9. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I, part C.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
10. “Emergency Action Plan” means the plan referred to in Section I, part C.1(b) of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.

11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 19, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
12. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
13. “ESMF” means the Environmental and Social Management Framework prepared and adopted by the Recipient for the Original Project and as updated for this Project, satisfactory to the Association, disclosed in-country, and the Association’s website, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects’ risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
14. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020).
15. “Ministry of Health” or “MoH” means the Recipient’s ministry responsible for health.

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16. “MPA Program” means the multiphase programmatic approach program designed to assist countries in their efforts to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
17. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient, based on the Work Plan and Budget, on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted personnel, including reasonable hazard/indemnity pay, but excluding salaries of officials of the Recipient’s civil service.
18. “Original Financing Agreement” means the financing agreement for the COVID-19 Emergency Response Project between the Recipient and the Association dated April 9, 2020.
19. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.
20. “Performance-based Payments” means the payments provided to Eligible CHWs under Part 5(d) of the Project in accordance with the eligibility criteria and conditions specified in the manual to be prepared by the Recipient for management of these payments for the purpose of incentivizing CHWs to enhance awareness, mobilize the population and conduct basic screening for both reproductive, maternal, newborn and child health (RMNCH) and COVID-19.
21. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
22. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
23. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the Recipient’s national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and acquired or deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.

24. "Project Implementing Entity" or "PIE" means the Rwanda Biomedical Center.
25. "Rwanda Biomedical Center" or "RBC" means the Rwanda Biomedical Center (RBC) established and operating pursuant to Law N° 013/2019 of 30/06/2019 governing Rwanda Biomedical Centre; or any successor thereto acceptable to the Association.
26. "Rwanda FDA" means the Rwanda Food and Drugs Authority established pursuant to the Recipient's Law N° 003/2018 of 09/02/2018 establishing the Rwanda Food and Drugs Authority; or any successor thereto acceptable to the Association.
27. "Rwanda National Police" means the organ in charge of the safety and security of people and their properties and which has jurisdiction over the entire territory of the Republic of Rwanda as established and organized pursuant to Law N°46/2010 of 14/12/2010.
28. "RBC-SPIU" means the single project implementation unit established within the Rwanda Biomedical Center and referred to in Section I.A.2(a) of Schedule 2 to this Agreement."
29. "Security Management Plan" means the document to prepared and adopted by the Recipient, satisfactory to the Association, disclosed in-country, and the Association's website, setting out the principles, rules, guidelines and procedures on how and by whom security will be managed and delivered, the resources required, and the behavior that is expected of security personnel, responsibilities, as well as the security risks related to security personnel behavior and impacts on communities as outlined in ESS4, as such document may be amended by the Recipient from time to time, with the prior written agreement of the Association.
30. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
31. "Stakeholder Engagement Plan" means the document to be prepared and adopted by the Recipient, satisfactory to the Association, disclosed in-country, and the Association's website, setting out the principles, rules, guidelines, procedures and timing of engagement with stakeholders throughout the life cycle of the Project as agreed between Association and the Recipient, and also describing the range and timing of information to be communicated to project-affected parties and other interested parties, as well as the type of information to be sought from them, as such document may be amended by the Recipient from time to time, with the prior written agreement of the Association.

32. "Training" means the reasonable costs associated with training under the Project, based on the Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers' contracts, including costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers' fees, and other training related miscellaneous costs.
33. "Vaccine Approval Criteria" means that the Project COVID-19 Vaccine: (a) has been approved by three (3) Stringent Regulatory Authorities (including by Emergency Use Authorization) in three (3) Regions; or (b) has received the WHO Prequalification and has been approved by one (1) Stringent Regulatory Authority (including by Emergency Use Authorization); or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.
34. "Vaccine Delivery and Distribution Manual" means the Borrower's manual referred to in Section I, part B.2 of Schedule 2 to this Agreement, as the same may be amended from time to time with the Association's prior written approval.

Section II. Amendments to Original Financing Agreement and AF 1 Grant Agreement

- A. The Original Financing Agreement is hereby amended as follows:
 1. The Project description in Schedule 1 to the Original Financing Agreement is amended by replacing it with the Project description as reflected in Schedule 1 to this Agreement.
 2. Section II, part B of Schedule 2 of the Original Financing Agreement is amended by inserting the provisions part B.2 and B.3 of this Agreement immediately after part B.1 of the Original Financing Agreement and re-numbering the rest of part B of the Original Financing Agreement accordingly.
 3. Section III, part B.2 of Schedule 2 to the Original Financing Agreement is amended by replacing it with the following provision:

"The Closing Date is June 30, 2023."
 4. The Appendix to the Original Financing Agreement is amended by replacing it with the Appendix as reflected in this Agreement.
- B. The AF 1 Grant Agreement is hereby amended as follows:
 1. The Project description in Schedule 1 to the AF 1 Grant Agreement is amended by replacing it with the Project description as reflected in Schedule 1 to this Agreement.

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2. The table in Section III, part A.1 of Schedule 2 of the AF 1 Grant Agreement is replaced with the following table:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods and Operating Costs under Part 1(b)(i) of the Project	942,857	100%
TOTAL AMOUNT	\$942,857	

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 029/2021 ryo ku wa 17/06/2021 ryemera kwemeza burundu amasezerano hagati hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) n'impano ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanzwe byatewe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Mata 2021</p>	<p>Seen to be annexed to Law n° 029/2021 of 17/06/2021 approving the ratification of the financing agreement between the Republic of Rwanda and the International Development Association, relating to the credit of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) and to the grant of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) for COVID-19 emergency response project, signed at Kigali, Rwanda, on 22 April 2021</p>	<p>Vu pour être annexé à la Loi n° 029/2021 du 17/06/2021 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) et au don de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) pour le projet d'intervention d'urgence au COVID-19, signé à Kigali, au Rwanda, le 22 avril 2021</p>
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Kigali, 17/06/2021

(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/Intumwa Nkuru ya Leta
Minister of Justice/Attorney General
Ministre de la Justice/Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 069/01 RYO KU WA 17/06/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO KWEGEREZA ABATURAGE AMASHANYARAZI NO KUNOZA UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 2021</p>	<p>PRESIDENTIAL ORDER N° 069/01 OF 17/06/2021 RATIFYING THE CREDIT FACILITY AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 069/01 DU 17/06/2021 RATIFIANT L'ACCORD DE CRÉDIT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉNERGIE ET D'AMÉLIORATION DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 23 AVRIL 2021</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> Kwemeza burundu</p>	<p><u>Article One:</u> Ratification</p>	<p><u>Article premier :</u> Ratification</p>
<p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p>	<p><u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3 :</u> Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 069/01 RYO KU WA 17/06/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO KWEGEREZA ABATURAGE AMASHANYARAZI NO KUNOZA UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 2021</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° 28/2021 ryo ku wa 17/06/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Agence Française</p>	<p>PRESIDENTIAL ORDER N° 069/01 OF 17/06/2021 RATIFYING THE CREDIT FACILITY AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2021</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° 28/2021 of 17/06/2021 approving the ratification of the Credit Financing Agreement, between the Republic of Rwanda and the Agence Française de</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 069/01 DU 17/06/2021 RATIFIANT L'ACCORD DE CRÉDIT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉNERGIE ET D'AMÉLIORATION DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 23 AVRIL 2021</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° 28/2021 du 17/06/2021 approuvant la ratification de l'Accord de crédit entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au</p>
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<p>de Développement (AFD), yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo kwegereza abaturatione amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda ku wa 23 Mata 2021;</p> <p>Tumaze kubona Amasezerano y'inguzanyo hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo kwegereza abaturatione amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2021;</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</u> : Kwemeza burundu</p> <p>Amasezerano y'inguzanyo hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero</p>	<p>Développement (AFD), relating to the credit of eighty million Euros (EUR 80,000,000) for energy access and quality improvement Project, signed at Kigali, Rwanda, on 23 April 2021;</p> <p>Considering the Credit Facility Agreement between Agence Française de Développement and the Republic of Rwanda, relating to the credit of eighty million Euros (EUR 80,000,000) for energy access and quality improvement Project, signed at Kigali, Rwanda, on 23 April 2021;</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</u>: Ratification</p> <p>The Credit Facility Agreement between Agence Française de Développement and the Republic of Rwanda, relating to the credit of eighty million Euros (EUR 80,000,000) for</p>	<p>crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'énergie et d'amélioration de la qualité, signé à Kigali, au Rwanda, le 23 avril 2021;</p> <p>Considérant l'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'énergie et d'amélioration de sa qualité, signé à Kigali, au Rwanda, le 23 avril 2021 ;</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</u> : Ratification</p> <p>L'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le</p>
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<p>(80.000.000 EUR) agenewe umushinga wo kwegereza abaturage amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2021, 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 munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>energy access and quality improvement Project, signed at Kigali, Rwanda, on 23 April 2021, 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>projet d'accès à l'énergie et d'amélioration de sa qualité, signé à Kigali, au Rwanda, le 23 avril 2021, 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>
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Kigali, 17/06/2021

(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° 069/01 RYO KU WA 17/06/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INANA NA MILIYONI MIRONGO INANI Z'AMAYERO (80.000.000 EUR) AGENEWE UMUSHINGA WO KWEGEREZA ABATURAGE AMASHANYARAZI NO KUNOZA UBUZIRANENGE BWAYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 23 MATA 2021</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 069/01 RYO KU WA 17/06/2021 RATIFYING THE CREDIT FACILITY AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE CREDIT OF EIGHTY MILLION EUROS (EUR 80,000,000) FOR ENERGY ACCESS AND QUALITY IMPROVEMENT PROJECT, SIGNED AT KIGALI, RWANDA, ON 23 APRIL 2021</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 069/01 DU 17/06/2021 RATIFIANT L'ACCORD DE CRÉDIT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU CRÉDIT DE QUATRE-VINGT MILLIONS D'EUROS (80.000.000 EUR) POUR LE PROJET D'ACCÈS À L'ÉNERGIE ET D'AMÉLIORATION DE SA QUALITÉ, SIGNÉ À KIGALI, AU RWANDA, LE 23 AVRIL 2021</p>
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AFD AGREEMENT N° CRW 1049 01 P

CREDIT FACILITY AGREEMENT

dated as of 23rd April 2021

between

AGENCE FRANÇAISE DE DEVELOPPEMENT

The Lender

and

REPUBLIC OF RWANDA

The Borrower

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CREDIT FACILITY AGREEMENT

BETWEEN:

- (1) **REPUBLIC OF RWANDA**, represented by Dr. Uzziel NDAGIJIMANA, in his capacity as Minister of Finance and Economic Planning, who is duly authorised to sign this Agreement pursuant to Article 50 of Organic Law N° 12/2013/OL of 12/09/2013 on State finances and property,

(the “**Borrower**”);

AND

- (2) **AGENCE FRANCAISE DE DEVELOPPEMENT**, a French public entity governed by French law, with registered office at 5, Rue Roland Barthes, 75598 Paris Cedex 12, France, registered with the Trade and Companies Register of Paris under number 775 665 599, represented by Mr. Christian YOKA, in his capacity as Regional Director for Eastern Africa, duly authorised to sign this Agreement,

(“**AFD**” or the “**Lender**”);

(hereinafter jointly referred to as the “**Parties**” and each as a “**Party**”);

WHEREAS:

- (A) The Borrower intends to improve access to modern energy for households, enterprises, and public institutions and enhance the efficiency of electricity service in the Republic of Rwanda (the “**Project**”), as described further in Schedule 2 (*Project Description*).
- (B) The Borrower has requested that the Lender make a facility available for the purposes of financing the Project in part.
- (C) Pursuant to a resolution n° C20200429 of the *Conseil d'Administration* dated July 9th, 2020, the Lender has agreed to make the Facility available to the Borrower pursuant to the terms and conditions of this Agreement.

THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised words and expressions used in this Agreement (including those appearing in the recitals above and in the Schedules) shall have the meaning given to them in Schedule 1A (Definitions), except as otherwise provided in this Agreement.

1.2 Interpretation

Words and expressions used in this Agreement shall be construed pursuant to the provisions of Schedule 1B (*Construction*), unless the contrary intention appears.

2. FACILITY, PURPOSE AND CONDITIONS OF UTILISATION

2.1 Facility

Subject to the terms of the Financing Documents, the Lender makes available to the Borrower a Facility in a maximum aggregate amount of eighty million Euros (EUR 80,000,000.00).

2.2 Purpose

The Borrower shall apply all amounts borrowed by it under this Facility exclusively towards financing and refinancing Eligible Expenses, including Taxes, in accordance with the Project's description set out in Schedule 2 (*Project Description*) and the Financing Plan set out in Schedule 3 (*Financing Plan*).

The funds will be on-granted by the Borrower to the Final Beneficiary on terms, which shall be subject to the Lender's prior approval.

2.3 Absence of Liability

The Lender shall not be held responsible for the use of any amount borrowed, which is not in accordance with the provisions of this Agreement.

2.4 Conditions precedent

- (a) No later than the Signing Date, the Borrower shall provide to the Lender all of the documents set out in Part I of Schedule 4 (*Conditions Precedent*).
- (b) A Drawdown Request may not be delivered to the Lender unless:
 - (i) in the case of the first Drawdown, the Lender has received all of documents listed in Part II of Schedule 4 (*Conditions Precedent*) and has notified the Borrower that such documents are satisfactory in form and substance;
 - (ii) in the case of any subsequent Drawdown, the Lender has received all of the documents set out in Part III of Schedule 4 (*Conditions Precedent*) and has notified the Borrower that such documents are satisfactory in form and substance; and
 - (iii) on the date of the Drawdown Request and on the proposed Drawdown Date for the relevant Drawdown, no Payment Systems Disruption Event has occurred and the conditions set out in this Agreement have been fulfilled, including:

- (1) no Event of Default is continuing or would result from the proposed Drawdown;
- (2) no Co-Financier has suspended its payments in relation to the Project;
- (3) the Drawdown Request has been made in accordance with the terms of Clause 3.2 (*Drawdown request*);
- (4) each representation given by the Borrower in relation to Clause 10 (*Representations and warranties*) is true; and
- (5) the previous Advance was used in accordance with this Agreement.

3. DRAWDOWN OF FUNDS

3.1 Drawdown amounts

The Facility will be made available to the Borrower during the Availability Period, in several Drawdowns, provided that the number of Drawdowns shall not exceed twenty five (25).

The amount of the proposed Drawdown shall be a minimum of three million Euros (EUR 3.000.000) or an amount equal to the Available Credit if such amount is less than three million Euros (EUR 3.000.000).

3.2 Drawdown request

- (a) Provided that the conditions set out in Clause (ii) (*Conditions precedent*) are satisfied, the Borrower or the Final Beneficiary duly appointed by the Borrower to that effect may draw on the Facility by delivery to the Lender of a duly completed Drawdown Request as described below:
 - (i) An electronic copy of the Drawdown Request duly completed and signed, together with all the supporting documents required for the relevant conditions precedent fulfilment, shall at first be submitted, to the Co-Financier, in the same manner and subject to the same terms and conditions as Withdrawal Applications under the IDA Financing Agreement; and
 - (ii) A hard copy of the duly completed and signed Drawdown Request shall be delivered by mail by the Borrower to the AFD office Director, at the address specified in Clause 16.1 (*In writing and addresses*).
- (b) Each Drawdown Request is irrevocable and will be regarded as having been duly completed if:
 - (i) the Drawdown Request is substantially in the form set out in Schedule 5A (*Form of Drawdown Request*);
 - (ii) at the latest fifteen (15) Business Days prior to the Deadline for Drawdown, an electronic copy of the Drawdown Request is received by the Lender from IDA, or a hard copy of the Drawdown Request is received by the Lender from the Borrower (as described in items (a) of Clause 3.2 (*Drawdown request*) above);
 - (iii) the proposed Drawdown Date is a Business Day falling within the Availability Period;
 - (iv) the amount of the Drawdown complies with Clause 3.1 (*Drawdown amounts*); and

- (v) all of the documents set out in Part III of Schedule 4 (*Conditions Precedent*) for the purposes of the Drawdown are attached to the Drawdown Request, comply with the abovementioned Schedule and with the requirements of Clause 3.4 (*Payment mechanics*), and are in form and substance satisfactory to the Lender.

Any documentary evidence, such as bills or paid invoices, shall include the reference number and date of the relevant payment order. The Borrower undertakes to keep possession of the documentary evidence originals, to make such evidence available to the Lender at any time and to provide the Lender with Certified copies or duplicates of such evidence as the Lender may request.

3.3 Payment completion

In application of the Co-Financing Agreement, once IDA has received a Drawdown Request and the relevant supporting documents as described in Clause 3.2 (a) (i) above, IDA, on behalf and in the name of the Lender, will:

- (i) assess all these supporting documents submitted, in compliance with the applicable IDA's internal rules and procedures; and
- (ii) verify that the amount requested in the Drawdown Request complies to co-financing requirements under the Co-Financing Agreement.

If the result of the assessment and the verification mentioned above is satisfactory for IDA, the latter will notify the Lender in writing of such result (the "**Notification for Drawdown**").

Subject to Clause 14.7 (*Payment Systems Disruption*), if each of the conditions set out in Clause 2.4(b) (*Conditions precedent*) of this Agreement has been met, the Lender shall make the requested Drawdown available to the Borrower not later than the Drawdown Date.

The Lender shall provide the Borrower and the Final Beneficiary with a letter of Drawdown confirmation substantially in the form set out in Schedule 5B (*Form of confirmation of drawdown and rate*).

3.4 Payment mechanics

The Facility shall be made available by the Lender in the form of advances ("**Advance(s)**") paid into the Project Account (as defined below).

3.4.1 Opening of the Project Account

The Borrower shall procure that the Final Beneficiary opens and maintains an account in the name of the Project (the "**Project Account**"), at an Acceptable Bank (the "**Account Bank**"), for the sole purpose of (i) receipt of the proceeds of a Drawdown and (ii) payment of the Eligible Expenses.

The Borrower hereby undertakes to procure that the Final Beneficiary waives, and procure that the Account Bank waives, any right of set-off such party may have in respect of the Project Account and any other account opened in the name of the Final Beneficiary at the Account Bank, or against any other debt of the Implementing Agency.

In the event that the Account Bank ceases to be an Acceptable Bank, the Lender may instruct the Borrower to request that the Final Beneficiary replaces the Account Bank with another Acceptable Bank. The Borrower hereby undertakes to instruct the Final Beneficiary to replace the Account Bank promptly at its own cost immediately upon the Lender's first demand and to execute a deed of pledge in favour of the Lender.

3.4.2 Initial Advance

Provided that the conditions set out in Clause 2.4 (*Conditions precedent*) have been satisfied, the Lender shall pay an initial Advance of ten million Euros (EUR 10,000,000.00) to the Project Account.

3.4.3 Additional Advances

Additional Advances will be paid upon the Borrower's request, subject to the conditions set out in Clause 2.4 (*Conditions precedent*) being satisfied, upon reception by the Lender of the following documents provided by the Borrower:

- (i) a certificate signed by a duly authorised representative of the Borrower or the Final Beneficiary certifying that at least eighty per cent. (80%) of the Advance immediately preceding the Advance requested in the Drawdown Request and one hundred per cent (100%) of the penultimate Advance have been utilised, including a detailed breakdown of the payment with respect to Eligible Expenses during the relevant period;
- (ii) all contracts and order forms together with any plans and quotes (if applicable) previously provided to the Lender in accordance with, and as defined in, the Applicable Procurement Procedures, in connection with the utilisation of the amounts of the Advance made available prior to the Drawdown Request;
- (iii) evidence, in form and substance satisfactory to the Lender, that all relevant Eligible Expenses have been paid.
- (iv) the provisional forecast of expenses for the duration of the Project, updated on the date of the relevant Drawdown Request;
- (v) a revised estimate of the Project costs as well as the Eligible Expenses;
- (vi) the latest annual audit report prepared in accordance with Clause 3.4.8 (*Control - Audit*).

3.4.4 Final Advance

Unless the Lender agrees otherwise, the final Advance shall be paid in accordance with the same conditions as the other Advances and, if applicable, shall take into account any change in the financing plan of the Project agreed between the Parties.

3.4.5 Justification for use of Advances

The Borrower agrees to deliver *or* procure that the Final Beneficiary delivers to the Lender:

- (i) no later than the Deadline for Use of Funds, a certificate signed by an authorised signatory of the Borrower or of the Final Beneficiary certifying that one hundred per cent (100%) of both the penultimate Advance and the final Advance have been used and providing a detailed breakdown of the sums paid in respect of the Eligible Expenses in the relevant period; and
- (ii) no later than three (3) months after the date of delivery of the certificate referred to in subparagraph (i) au-dessus, a final audit report of the Project Account (the "**Final Audit Report**"), carried out by the Office of Auditor General or an independent and reputable auditing firm appointed

by the Borrower or the Final Beneficiary under terms of reference acceptable to the Co-Financier and the Lender. In the case where the audit is conducted by an auditing firm, the Lender will give its no-objection on the appointed auditing firm. All audit costs shall be paid by the Borrower. The appointed auditing firm shall verify that all amounts drawn under the Facility and paid into the Project Account have been used in accordance with the terms and conditions of this Agreement.

3.4.6 Applicable exchange rate

If any Eligible Expenses are denominated in a currency other than Euro, the Borrower shall convert *or* procure that the Final Beneficiary converts the invoice amount into the equivalent amount in Euros using the exchange rate for the relevant currency applied by the European Central Bank, or failing that, the central bank of the country of the relevant currency on the payment date of the relevant invoice.

3.4.7 Deadline for Use of Funds

The Borrower agrees and procures that the Final Beneficiary agrees that all funds paid in the form of Advances shall be used in full to pay Eligible Expenses no later than the Deadline for the Use of Funds.

3.4.8 Control – Audit

The Borrower agrees that, during the Drawdown Period, the Project Account shall be audited on an annual basis. These audits shall be carried out by the Office of Auditor General or an independent and reputable auditing firm appointed by the Borrower or the Final Beneficiary under terms of reference acceptable to the Co-Financier and the Lender. In the case where the audit is conducted by an auditing firm, the Lender will give its no-objection on the appointed auditing firm. All audit costs shall be paid by the Borrower. The auditing firm shall verify that all amounts drawn under the Facility and paid into the Project Account have been used in accordance with the terms of this Agreement.

Audit reports shall be made available no later than six (6) months after the last day of each fiscal year.

During the Drawdown Period, the Lender may carry out, or procure that a third party carries out on its behalf and at the cost of the Borrower, random inspections rather than systematic control of documentary evidence.

3.4.9 Failure to justify the use of Advances by the Deadline for Use of Funds

The Lender may request that the Borrower repays all amounts in respect of which utilisation has not been duly or sufficiently justified, together with all other sums standing to the credit of the Project Account on the Deadline for Use of Funds. The Borrower shall repay such amounts to the Lender within thirty (30) calendar days of receipt of such notification from the Lender. Any repayment by the Borrower under this Clause shall be treated as a mandatory prepayment in accordance with the provisions of Clause 8.2 (*Mandatory prepayment*).

3.4.10 Retention of documents

The Borrower shall retain *or* procure that the Final Beneficiary retains documentary evidence and other documents in connection with the Project Account and use of the Advances for a period of ten (10) years from the date of the last Drawdown under the Facility.

The Borrower undertakes to deliver such documentary evidences and other documents to the Lender, or to any auditing firm appointed by the Lender, upon the Lender's request.

4. INTEREST

4.1 Interest Rate

4.1.1 Selection of Interest Rate

For each Drawdown, the Borrower may select a fixed Interest Rate or a floating Interest Rate, which shall apply to the amount set out in the relevant Drawdown Request, by stating the selected Interest Rate, i.e., fixed or floating, in the Drawdown Request delivered to the Lender substantially in the form set out in Schedule 5A (*Form of Drawdown Request*), subject to the following conditions:

(i) Floating Interest Rate

The Borrower may select a floating Interest Rate, which shall be the percentage rate per annum, being the aggregate of:

- six-month EURIBOR, or, as the case may be, the Replacement Benchmark plus any Adjustment Margin, as determined in accordance with the provisions of Clause 5 (*Change to the calculation of interest*) of the Agreement; and
- the Margin.

Notwithstanding the above, in the case of the first Drawdown, if the first Interest Period is less than one hundred and thirty-five (135) days, the applicable EURIBOR shall be:

- one-month EURIBOR, or, as the case may be, the Replacement Benchmark plus any Adjustment Margin, as determined in accordance with the provisions of Clause 5 (*Change to the calculation of interest*) of the Agreement, if the first Interest Period is less than sixty (60) days; or
- three-month EURIBOR, or, as the case may be, the Replacement Benchmark plus any Adjustment Margin, as determined in accordance with the provisions of Clause 5 (*Change to the calculation of interest*) of the Agreement if the first Interest Period is between sixty (60) days and one hundred and thirty-five (135) days.

(ii) Fixed Interest Rate

Provided that the amount of a requested Drawdown is equal to or greater than three million Euros (EUR 3,000,000), the Borrower may select a fixed Interest Rate for such requested Drawdown. The fixed Interest Rate shall be the Fixed Reference Rate increased or decreased by any fluctuation of the Index Rate for the period from the Signing Date until the relevant Rate Setting Date.

The Borrower may specify in the Drawdown Request a maximum amount for fixed Interest Rate. If the fixed Interest Rate as calculated on the Rate Setting Date exceeds the maximum amount for fixed Interest Rate specified in the relevant Drawdown Request, such Drawdown Request shall be

cancelled and the Drawdown amount specified in the cancelled Drawdown Request shall be credited to the Available Credit.

4.1.2 Minimum Interest Rate

The Interest Rate determined in accordance with Clause 4.1.1 (*Selection of Interest Rate*), regardless of the elected option, shall not be less than zero per cent (0%) per annum, notwithstanding any decline in the Interest Rate.

4.1.3 Conversion from a floating Interest Rate to a fixed Interest Rate

(i) Rate Conversion upon the Borrower's request

The Borrower may request at any time that the Lender converts the floating Interest Rate applicable to a Drawdown or several Drawdowns to a fixed Interest Rate, provided that the amount of such Drawdown or aggregate amount of Drawdowns (as applicable) is equal to, or higher than, three million Euros (EUR 3,000,000).

To this effect, the Borrower shall send to the Lender a Rate Conversion Request substantially in the form set out in Schedule 5C (*Form of Rate Conversion Request*). The Borrower may specify in the Rate Conversion Letter a maximum amount for fixed Interest Rate. If the fixed Interest Rate as calculated on the Rate Setting Date exceeds the maximum amount for fixed Interest Rate specified by the Borrower in the Rate Conversion Request, such Rate Conversion Request will be automatically cancelled.

The fixed Interest Rate will be effective two (2) Business Days after the Rate Setting Date.

(ii) Rate Conversion mechanics

The fixed Interest Rate applicable to the relevant Drawdown(s) shall be determined in accordance with Clause 4.1.1 (ii) (*Fixed Interest Rate*) above on the Rate Setting Date referred to in subparagraph (i) au-dessus above.

The Lender shall send to the Borrower a letter of confirmation of Rate Conversion substantially in the form set out in Schedule 5D (*Form of Rate Conversion Confirmation*).

A Rate Conversion is final and effected without costs.

4.2 Calculation and payment of interest

The Borrower shall pay accrued interest on Drawdown(s) on each Payment Date.

The amount of interest payable by the Borrower on a relevant Payment Date and for a relevant Interest Period shall be equal to the sum of any interest owed by the Borrower on the amount of the Outstanding Principal in respect of each Drawdown. Interest owed by the Borrower in respect of each Drawdown shall be calculated on the basis of:

- (i) the Outstanding Principal owed by the Borrower in respect of the relevant Drawdown as at the immediately preceding Payment Date or, in the case of the first Interest Period, on the corresponding Drawdown Date;
- (ii) the exact number of days which have accrued during the relevant Interest Period on the basis of a three hundred and sixty (360) day year; and

- (iii) the applicable Interest Rate determined in accordance with the provisions of Clause 4.1 (*Interest Rate*).

4.3 Late payment and default interest

- (a) Late payment and default interest on all amounts due and unpaid (except for interest)

If the Borrower fails to pay any amount payable by it to the Lender under the Financing Documents (whether a payment of principal, a Prepayment Indemnity, any fees or incidental expenses of any kind except for any unpaid overdue interest) on its due date, interest shall accrue on the overdue amount, to the extent permitted by law, from the due date up to the date of actual payment (both before and after an arbitral award, if any) at the Interest Rate applicable to the current Interest Period (default interest) increased by two point seventy-five per cent. (2.75%) (late-payment interest). No formal prior notice from the Lender shall be necessary.

- (b) Late payment and default interest on unpaid overdue interest

Interest which has not been paid on its due date shall bear interest, provided they have remained unpaid for one year and to the extent permitted by law, at the Interest Rate applicable to the ongoing Interest Period (default interest), increased by two point seventy-five per cent. (2.75%) (late-payment interest), to the extent that such Interest has been due and payable for at least one (1) year. No formal prior notice from the Lender shall be necessary.

The Borrower shall pay any outstanding interest under this Clause 4.3 (*Late payment and default interest*) immediately on demand by the Lender or on each Payment Date following the due date for the outstanding payment.

- (c) Receipt of any payment of late payment interest or default interest by the Lender shall neither imply the grant of any payment extension to the Borrower, nor operate as a waiver of any of the Lender's rights hereunder.

4.4 Communication of Interest Rates

The Lender shall promptly notify the Borrower of the determination of each Interest Rate in accordance with this Agreement.

4.5 Effective Global Rate (*Taux Effectif Global*)

In order to comply with Articles L. 314-1 to L.314-5 and R.314-1 *et seq.* of the French Consumer Code and L. 313-4 of the French Monetary and Financial Code, the Lender informs the Borrower, and the Borrower accepts, that the effective global rate (*taux effectif global*) applicable to the Facility may be valued at an annual rate of zero point twenty-seven per cent (0.27%) on the basis of a three hundred and sixty-five (365) day year and an Interest Period of six (6) months, subject to the following:

- (a) the above rates are given for information purposes only;
- (b) the above rates are calculated on the basis that:
 - (i) drawdown of the Facility is in full on the Signing Date;
 - (ii) no Drawdown made available to the Borrower will bear interest on the floating rate; and

- (iii) the fixed rate for the duration of the facility should be equal to zero point twenty-four per cent. (0.24%) per annum;
- (c) the above rates take into account the commissions and costs payable by the Borrower under this Agreement, assuming that such commissions and costs will remain fixed and will apply until the expiry of the term of this Agreement.

5. CHANGE TO THE CALCULATION OF INTEREST

5.1 Market Disruption

- (a) If a Market Disruption affects the interbank market in the Eurozone and it is impossible:
 - (i) for the fixed Interest Rate, to determine the fixed Interest Rate applicable to a Drawdown, or
 - (ii) for the floating Interest Rate, to determine the applicable EURIBOR for the relevant Interest Period,the Lender shall inform the Borrower.
- (b) Upon the occurrence of the event described in paragraph (a) above, and that the applicable Interest Rate, as the case may be, for the relevant Drawdown or for the relevant Interest Period will be the sum of:
 - (i) the Margin; and
 - (ii) the percentage rate per annum corresponding to the cost to the Lender of funding the relevant Drawdown(s) from whatever source it may reasonably select. Such rate shall be notified to the Borrower as soon as possible and, in any case, prior to (1) the first Payment Date for interest owed under such Drawdown for the fixed Interest Rate or (2) the Payment Date for interest owed under such Interest Period for the floating Interest Rate.

5.2 Replacement of Screen Rate

5.2.1 Definitions

"Relevant Nominating Body" means any central bank, regulator, supervisor or working group or committee sponsored or chaired by, or constituted at the request of any of them.

"Screen Rate Replacement Event" means any of the following events or series of events:

- (a) the definition, methodology, formula or means of determining the Screen Rate has materially changed;
- (b) a law or regulation is enacted which prohibits the use of the Screen Rate, it being specified, for the avoidance of doubt, that the occurrence of this event shall not constitute a mandatory prepayment event;
- (c) the administrator of the Screen Rate or its supervisor publicly announces:
 - (i) that it has ceased or will cease to provide the Screen Rate permanently or indefinitely, and, at that time, no successor administrator has been publicly nominated to continue to provide that Screen Rate;

- (ii) that the Screen Rate has ceased or will cease to be published permanently or indefinitely; or
- (iii) that the Screen Rate may no longer be used (whether now or in the future);
- (d) a public announcement is made about the bankruptcy of the administrator of that Screen Rate or any other insolvency proceedings against it, and, at that time, no successor administrator has been publicly nominated to continue to provide that Screen Rate; or
- (e) in the opinion of the Lender, the Screen Rate has ceased to be used in a series of comparable financing transactions.

"Screen Rate" means EURIBOR or, following the replacement of this rate by a Replacement Benchmark, the Replacement Benchmark.

"Screen Rate Replacement Date" means:

- with respect to the events referred to in items a), d) and e) of the above definition of Screen Rate Replacement Event, the date on which the Lender has knowledge of the occurrence of such event, and,
 - with respect to the events referred to in items b) and c) of the above definition of Screen Rate Replacement Event, the date beyond which the use of the Screen Rate will be prohibited or the date on which the administrator of the Screen Rate permanently or indefinitely ceases to provide the Screen Rate or the date beyond which the Screen Rate may no longer be used.
- 5.2.2 Each Party acknowledges and agrees for the benefit of the other Party that if a Screen Rate Replacement Event occurs and in order to preserve the economic balance of the Agreement, the Lender may replace the Screen Rate with another rate (the **"Replacement Benchmark"**) which may include an adjustment margin in order to avoid any transfer of economic value between the Parties (if any) (the **"Adjustment Margin"**) and the Lender will determine the date from which the Replacement Benchmark and, if any, the Adjustment Margin shall replace the Screen Rate and any other amendments to the Agreement required as a result of the replacement of the Screen Rate by the Replacement Benchmark.
- 5.2.3 The determination of the Replacement Benchmark and the necessary amendments will be made in good faith and taking into account, (i) the recommendations of any Relevant Nominating Body, or (ii) the recommendations of the administrator of the Screen Rate, or (iii) the industry solution recommended by professional associations in the banking sector or, (iv) the market practice observed in a series of comparable financing transactions on the replacement date.
- 5.2.4 In case of replacement of the Screen Rate, the Lender will promptly notify the Borrower of the replacement terms and conditions to replace the Screen Rate with the Replacement Benchmark, which will be applicable to Interest Periods starting at least two Business Days after the Screen Rate Replacement Date.
- 5.2.5 The provisions of Clause 5.2 (*Replacement of Screen Rate*) shall prevail over the provisions of Clause 5.1 (*Market Disruption*).

6. FEES

6.1 Commitment fees

From the date falling six months after the Signing Date onwards, the Borrower shall pay to the Lender a commitment fee of zero point five per cent (0.5%) per annum.

The commitment fee shall be computed at the rate specified above on the amount of the Available Credit pro-rated for the actual number of days elapsed increased by the amount of any Drawdowns to be made available by the Lender in accordance with any pending Drawdown Requests.

The first commitment fee shall be calculated for the period from (i) the date falling 6 months after the Signing Date (excluded) up to (ii) the immediately following Payment Date (included). Subsequent commitment fees shall be calculated for periods commencing on the day immediately following a Payment Date (included) and ending on the next Payment Date (included).

The accrued commitment fee shall be payable (i) on each Payment Date within the Availability Period; (ii) on the Payment Date following the last day of the Drawdown Period; and (iii) in the event the Available Credit is cancelled in full, on the Payment Date following the effective date of such cancellation.

6.2 Appraisal Fee

The Borrower undertakes to pay to the Lender an appraisal fee of zero point five per cent (0.5%) calculated on the maximum amount of the Facility.

A notice of payment for such appraisal fee will be sent by the Lender to the Borrower after the Signing Date. The Borrower undertakes to pay such appraisal fee (i) within a period of thirty (30) calendar days starting from the Effective Date; or (ii) prior to the date of the first Drawdown if the Drawdown Request for the first Drawdown is submitted to the Lender before the end of the thirty (30) calendar day period mentioned above.

7. REPAYMENT

Following expiry of the Grace Period, the Borrower shall repay the Lender the principal amount of the Facility in thirty (30) equal semi-annual instalments, due and payable on each Payment Date.

The first instalment shall be due and payable on 31st March 2026 and the last instalment shall be due and payable on 30th September 2040.

At the end of the Drawdown Period, the Lender shall deliver to the Borrower an amortisation schedule in respect of the Facility taking into account, if applicable, any potential cancellation of the Facility pursuant to Clauses 8.3 (*Cancellation by the Borrower*) and/or 8.4 (*Cancellation by the Lender*).

8. PREPAYMENT AND CANCELLATION

8.1 Voluntary prepayment

The Borrower shall not be entitled to prepay the whole or any part of the Facility prior to the expiration date of a one hundred twenty (120) month period starting on the Signing Date.

As from the date referred to in the previous paragraph, the Borrower may prepay the whole or any part of the Facility, subject to the following conditions:

- (a) the Borrower shall notify the Lender of its intention to prepay by not less than thirty (30) Business Days' written and irrevocable notice prior to the contemplated prepayment date;
- (b) the amount to be prepaid shall be equal to one or several instalment(s) in principal;
- (c) the contemplated prepayment date shall be a Payment Date;
- (d) all prepayments shall be made together with the payment of accrued interest, any fees, indemnities and related costs in connection with the prepaid amount as provided under this Agreement;
- (e) there is no outstanding amount; and
- (f) in case of a partial prepayment, the Borrower shall have given evidence, satisfactory to the Lender, that it has sufficient committed funding available for the purpose of financing the Project as determined in the Financing Plan.

On the Payment Date on which the prepayment is made, the Borrower shall pay the full amount of the Prepayment Indemnities due and payable pursuant to Clause 9.3 (*Prepayment Indemnity*)

8.2 Mandatory prepayment

The Borrower shall immediately prepay the whole or part of the Facility upon receipt of a notice from the Lender informing the Borrower of any of the following events:

- (a) Illegality: it becomes unlawful for the Lender pursuant to its applicable law to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Facility;
- (b) Additional Costs: the amount of any Additional Costs referred to in Clause 9.5 (*Additional Costs*) is significant and the Borrower has refused to pay such Additional Costs;
- (c) Failure to justify use of funds: the Borrower fails to justify in a manner satisfactory to the Lender the use of the Advances by the Deadline for Use of Funds;
- (d) Prepayment to a Co-Financier: the Borrower prepays whole or part of any amounts owed to a Co-Financier, in which case the Lender shall be entitled to request that the Borrower prepays, as the case may be, the Facility or an amount of the outstanding Facility in proportion with the amount prepaid to the Co-Financier.
- (e) Prepayment in the event of damage loss:
 - (i) subject to paragraph (ii) below, if the Borrower receives insurance proceeds in an amount in excess of five million euros (EUR 5,000,000.00) under the Insurance Policies for any damage loss sustained in connection with the Project, the Borrower shall apply such insurance proceeds in prepayment of an equivalent amount of the Facility;
 - (ii) the Borrower shall not be obliged to prepay the Facility pursuant to paragraph (i) above if the Lender approves a reinstatement plan submitted by the Borrower to the Lender; and

- (iii) the prepayment date shall be the Payment Date immediately following receipt by the Borrower of the insurance proceeds referred to in paragraph (i) above.

In the case of each of the events specified in paragraphs, the Lender reserves the right, after having notified the Borrower in writing, to exercise its rights as a creditor in the manner specified in paragraph (b) of Clause 13.2 (*Acceleration*).

8.3 Cancellation by the Borrower

Prior to the Deadline for Drawdown, the Borrower may cancel the whole or any part of the Available Credit by giving the Lender a three (3) Business Days' prior notice.

Upon receipt of such notice of cancellation, the Lender shall cancel the amount notified by the Borrower, provided that the Eligible Expenses, as specified in the Financing Plan, are covered in a manner satisfactory to the Lender, except in the event that the Project is abandoned by the Borrower.

8.4 Cancellation by the Lender

The Available Credit shall be immediately cancelled upon delivery of a notice to the Borrower which shall be immediately effective, if:

- (a) the Available Credit is not equal to zero on the Deadline for Drawdown;
- (b) the first Drawdown has not occurred on the expiry date of a fourteen (14) month period from approval of the Facility by the competent organs of the Lender, as mentioned in paragraph (C) of the Recitals;
- (c) an Event of Default has occurred and is continuing; or
- (d) an event referred to in Clause 8.2 (*Mandatory prepayment*) has occurred;

except where, in the case of paragraphs (a) and (b) of this Clause 8.4 (*Cancellation by the Lender*), the Lender has proposed to postpone the Deadline for Drawdown or the deadline for the first Drawdown on the basis of new financial conditions which will apply to any Drawdowns under the Available Credit and the Borrower has agreed on the proposition.

8.5 Restrictions

- (a) Any notice of prepayment or cancellation given by a Party pursuant to this Clause 8 (*Prepayment and Cancellation*) shall be irrevocable, and, unless otherwise provided in this Agreement, any such notice shall specify the date or dates on which the relevant prepayment or cancellation is to be made and the amount of that prepayment or cancellation.
- (b) The Borrower shall not prepay or cancel all or any part of the Facility except at the times and in the manner expressly provided for in this Agreement.
- (c) Any prepayment under this Agreement shall be made together with payment of (i) accrued interest on the prepaid amount, (ii) outstanding fees, and (iii) the Prepayment Indemnity referred to in Clause 9.3 (*Prepayment Indemnity*).
- (d) Any prepayment amount will be applied against the remaining instalments in inverse order of maturity.

- (e) The Borrower may not re-borrow the whole or any part of the Facility which has been prepaid or cancelled.

9. ADDITIONAL PAYMENT OBLIGATIONS

9.1 Costs and expenses

- 9.1.1 The Borrower shall pay directly or, if applicable, shall reimburse the Lender in case of advance made by the Lender, the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the negotiation, preparation and signing of the Financing Documents or any other documents referred to in this Agreement (including any legal opinion), and any other Financing Documents executed after the Signing Date.
- 9.1.2 If an amendment to any of the Financing Documents is required, the Borrower shall reimburse to the Lender for all costs (including legal fees) reasonably incurred in responding to, evaluating, negotiating or complying with that requirement.
- 9.1.3 The Borrower shall reimburse to the Lender for all costs and expenses (including legal fees) incurred by it in connection with the enforcement or preservation of any of its rights under any Financing Document.
- 9.1.4 The Borrower shall pay directly or, if applicable, reimburse the Lender in case of an advance made by the Lender, the amount of all costs and expenses in connection with the transfer of funds to, or for the account of, the Borrower from Paris to any other place agreed with the Lender, as well as any transfer fees and expenses in connection with the payment of all sums due under the Facility.

9.2 Cancellation Indemnity

If the Facility is cancelled in full or in part in accordance with the terms of Clauses 8.3 (*Cancellation by the Borrower*), or 8.4 (*Cancellation by the Lender*), the Borrower shall pay a cancellation indemnity computed at two point five percent (2.5%) on the cancelled amount of the Facility, it being specified that no such cancellation payment shall be due if the cumulative amount cancelled is less than ten percent (10%) of the total amount of the Facility.

Each cancellation indemnity shall be due and payable on the Payment Date immediately following a cancellation of all or part of the Facility.

9.3 Prepayment Indemnity

On account of any losses suffered by the Lender as a result of the prepayment of the whole or any part of the Facility in accordance with Clauses 8.1 (*Voluntary prepayment*), 8.2 (*Mandatory prepayment*) or 13.2 (*Acceleration*), the Borrower shall pay to the Lender an indemnity equal to the aggregate amount of:

- the Prepayment Compensatory Indemnity; and
- any costs arising out of the break of any interest rate hedging swap transactions put in place by the Lender in connection with the amount prepaid.

9.4 Taxes and duties

9.4.1 Registration costs

The Borrower shall pay directly, or, if applicable, reimburse the Lender in case of an advance made by the Lender, the costs of all stamp duty, registration and other similar taxes payable in respect of any Financing Document and any potential amendment thereto.

9.4.2 Withholding Tax

The Borrower undertakes that all payments made to the Lender under this Agreement shall be free of any Withholding Tax.

If a Withholding Tax is required by law, the Borrower undertakes to gross-up the amount of any such payment to such amount which leaves the Lender with an amount equal to the payment which would have been due if no payment of Withholding Tax had been required.

The Borrower shall reimburse to the Lender all expenses and/or Taxes for the Borrower's account which have been paid by the Lender (if applicable), with the exception of any Taxes due in France.

9.5 Additional Costs

The Borrower shall pay to the Lender, within five (5) Business Days of the Lender's request, all Additional Costs incurred by the Lender as a result of: (i) the coming into force of any new law or regulation, or any amendment to, or any change in the interpretation or application of any existing law or regulation; or (ii) compliance with any law or regulation made after the Signing Date.

In this Clause, "Additional Costs" means:

- (i) any cost arising after the Signing Date out of one of the event referred to in the first paragraph of this Clause and not taken into account by the Lender to compute the financial conditions of the Facility; or
- (ii) any reduction of any amount due and payable under any Financing Document,

which is incurred or suffered by the Lender as a result of (i) making the Facility available to the Borrower or (ii) entering into or performing its obligations under the Financing Documents.

9.6 Currency indemnity

If any sum due by the Borrower under the Financing Documents, or any order, judgment or award given or made in relation to such a sum, has to be converted from the currency in which that sum is payable into another currency, for the purpose of:

- (i) making or filing a claim or proof against the Borrower; or
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall indemnify the Lender against and, within three (3) Business Days of the Lender's request and as permitted by law, pay to the Lender, the amount of any cost, loss or liability arising out of or as a result of the conversion including any discrepancy

between: (A) the exchange rate used to convert the relevant sum from the first currency to the second currency; and (B) the exchange rate or rate(s) available to the Lender at the time of its receipt of that sum. This obligation to indemnify the Lender is independent of any other obligation of the Borrower under the Financing Documents.

The Borrower waives any right it may have in any jurisdiction to pay any amount due under the Financing Documents in a currency or currency unit other than that in which it is expressed to be payable.

9.7 Due dates

Any indemnity or reimbursement payable by the Borrower to the Lender under this Clause 9 (*Additional Payment Obligations*) is due and payable on the Payment Date immediately following the circumstances which have given rise to the relevant indemnity or reimbursement.

Notwithstanding the above, any indemnity to be paid in connection with a prepayment pursuant to Clause 9.3 (*Prepayment Indemnity*) is due and payable on the date of the relevant prepayment.

10. **REPRESENTATIONS AND WARRANTIES**

All the representations and warranties set out in this Clause 10 (*Representations and warranties*) are made by the Borrower for the benefit of the Lender on the Signing Date. All the representations and warranties in this Clause 10 (*Representations and warranties*) are also deemed to be made by the Borrower on the date on which all of the conditions precedent listed in Part II of Schedule 4 (*Conditions Precedent*) are satisfied, on the date of each Drawdown Request, on each Drawdown Date and on each Payment Date, except that the repeating representations contained in Clause 10.9 (*No misleading information*) are deemed to be made by the Borrower in relation to the information provided by the Borrower since the date on which the representation was last made.

10.1 Power and authority

The Borrower has the power to enter into, perform and deliver the Financing Documents and Project Documents and to perform all contemplated obligations. The Borrower has taken all necessary action to authorise its entry into, performance and delivery of the Financing Documents and Project Documents and the transactions contemplated by those Financing and Project Documents.

10.2 Validity and admissibility in evidence

All Authorisations required:

- (a) to enable the Borrower to lawfully enter into, and exercise its rights and comply with its obligations under the Financing Documents and Project Documents; and
- (b) to make the Financing Documents and the Project Documents admissible in evidence in the courts of the jurisdiction of the Borrower or in arbitration proceedings as defined under Clause 17 (*Governing Law, Enforcement and Choice of Domicile*),

have been obtained and are in full force and effect, and no circumstances exist which could result in the revocation, non-renewal or modification, in whole or in part, of any such Authorisations.

10.3 Binding obligations

The obligations expressed to be assumed by the Borrower under the Financing Documents and the Project Documents comply with all laws and regulations applicable to the Borrower in its jurisdiction and are legal, valid, binding and enforceable obligations which are effective in accordance with their written terms.

10.4 No filing or stamp taxes

Under the laws of the jurisdiction of incorporation of the Borrower, it is not necessary that the Financing Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar taxes or fees be paid on or in relation to the Financing Documents or the transactions contemplated therein.

10.5 Transfer of funds

All amounts due by the Borrower to the Lender under this Agreement whether as principal or interest, late payment interest, Prepayment Indemnity, incidental costs and expenses or any other sum are freely convertible and transferable.

This representation shall remain in full force and effect until full repayment of all sums due to the Lender. In the event that the repayment dates of the Facility are extended by the Lender, no further confirmation of this representation shall be necessary.

The Borrower shall obtain Euros necessary for compliance with this representation in due course.

10.6 No conflict with other obligations

The entry into and performance by the Borrower of, and the transactions contemplated by the Financing Documents and the Project Documents do not conflict with any domestic or foreign law or regulation applicable to it, its constitutional documents (or any similar documents) or any agreement or instrument binding upon the Borrower or affecting any of its assets.

10.7 Governing law and enforcement

- (a) The choice of French law as the governing law of this Agreement will be recognised and enforced by the courts and arbitration tribunals in the jurisdiction of the Borrower.
- (b) Any judgment obtained in relation to this Agreement in a French court or any award by an arbitration tribunal will be recognised and enforced in the jurisdiction of incorporation of the Borrower.

10.8 No default

No Event of Default is continuing or is reasonably likely to occur.

No breach of the Borrower is continuing in relation to any other agreement binding upon it, or affecting any of its assets, which has, or is reasonably likely to have, a Material Adverse Effect.

10.9 No misleading information

All information and documents supplied by the Borrower to the Lender were true, accurate and up-to-date as at the date they were provided or, if appropriate, as at the date at which they are stated to be given and have not been varied, revoked, cancelled or

renewed on revised terms, and are not misleading in any material respect as a result of an omission, the occurrence of new circumstances or the disclosure or non-disclosure of any information.

10.10 Project Documents

The Project Documents represent the entire agreement relating to the Project on the Signing Date and are valid, binding and enforceable against third parties. The Project Documents have not been amended, terminated or suspended without the prior approval of the Lender since the date on which they were delivered to the Lender and there is no current dispute in connection with the validity of the Project Documents.

10.11 Project Authorisations

All Project Authorisations have been obtained or effected and are in full force and effect and there are no circumstances which may result in any Project Authorisation being revoked, cancelled, not renewed or varied in whole or in part.

10.12 Procurement

The Borrower: (i) has received a copy of the Applicable Procurement Procedures and (ii) understands the terms of the Applicable Procurement Procedures, and (iii) has provided a copy of the Applicable Procurement Procedures to the Final Beneficiary who has confirmed that it understands the terms of the Applicable Procurement Procedures.

The Borrower is contractually bound by the Applicable Procurement Procedures as if such Applicable Procurement Procedures were incorporated by reference into this Agreement. The Borrower confirms that the procurement, allocation and performance of the contracts relating to the implementation of the Project comply with the Applicable Procurement Procedures.

The Borrower has acknowledged the content of the Schedule AFD's Covenant of Integrity and has provided a copy of this Schedule 11 (*AFD's Covenant of Integrity*) to the Final Beneficiary who has confirmed that it understands the content of this Schedule.

10.13 Pari passu ranking

The Borrower's payment obligations under the Financing Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors.

10.14 Origin of funds, Acts of Corruption, Fraud and Anti-Competitive Practices

The Borrower represents and warrants that:

- (i) the funds invested in the Project, other than those provided by the State, are not of Illicit Origin;
- (ii) the Project (in particular, the negotiation, award and performance of any contracts financed with the Facility) has not given rise to any Act of Corruption, Fraud or Anti-Competitive Practice.

10.15 No Material Adverse Effect

The Borrower represents and warrants that no event or circumstance which is likely to have a Material Adverse Effect has occurred or is likely to occur.

11. UNDERTAKINGS

The undertakings in this Clause 11 (*Undertakings*) take effect on the Signing Date and remain in full force and effect for as long as any amount is outstanding under the Financing Documents.

11.1 Compliance with Laws, Regulations and Obligations

The Borrower shall comply and procure that the Final Beneficiary complies:

- (a) in all respects with all laws and regulations to which it and/or the Project is subject, particularly in relation to all applicable environmental protection, safety and labour laws; and
- (b) with all of its obligations under the Project Documents.

11.2 Authorisations

The Borrower shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect and procure that the Final Beneficiary promptly obtains, complies with and does all that is necessary to maintain in full force and effect any Authorisation required under any applicable law or regulation to enable it to perform its obligations under the Financing Documents and the Project Documents and to ensure the legality, validity, enforceability and admissibility in evidence of any Financing Document or Project Document.

11.3 Project Documents

The Borrower shall provide itself or procure that the Final Beneficiary provides the Lender for no-objection or information, as the case may be, with a copy of any Project Documents or amendment thereto and shall not (and shall not agree to) make any material amendment to any Project Document without obtaining the Lender's prior no-objection.

11.4 Implementation and preservation of the Project

The Borrower shall and shall procure that the Final Beneficiary:

- (i) implement the Project in accordance with the generally accepted safety principles and in accordance with technical standards in force; and
- (ii) maintain the Project assets in accordance with all applicable laws and regulations and in good operating and maintenance conditions, and use such assets in compliance with their purpose and all applicable laws and regulations.

11.5 Procurement

In relation to the procurement, award and performance of contracts entered into in connection with the implementation of the Project, the Borrower shall comply with, and implement, the Applicable Procurement Procedures. The Borrower shall procure that the Final Beneficiary will comply with and implement the Applicable Procurement Procedures.

The Borrower shall take all actions and steps necessary for the effective implementation of the Applicable Procurement Procedures.

The Borrower undertakes to and procures that the Final Beneficiary will:

- (i) submit (a) updated procurement plans, and (b) contracts subject to prior review of the IDA.
- (ii) in the case of prior review of contracts, provide AFD with a copy of the evaluation report (including prequalification report and shortlisting report, as applicable) at the same time it is submitted to the IDA. If the bidder does not meet AFD's financing eligibility requirements, AFD will promptly inform the IDA and the Borrower. The IDA and the Lender shall then consult with the Borrower to determine the appropriate course of action;
- (iii) in the case of post review of contracts, include in the terms of reference of the audits referred to in Clause 3.4.8 (*Control – Audit*) a review of the Borrower's controls and operating procedures for compliance with AFD's financing eligibility requirements regarding any Financial Sanctions List ;
- (iv) retain all documentation with respect to contracts subjects to post review during project implementation and up to two years after the Completion Date;
- (v) in case of contracts subject to international competition, publish the procurement notices on the website: <http://afd.dgmarket.com>;
- (vi) in addition to the Applicable Procurement Procedures, make the AFD's Covenant of Integrity, as provided in Schedule 11 (*AFD's Covenant of Integrity*), as a binding document to each of the Contractors including in cases of non-competitive procurement processes.

11.6 Environmental and social responsibility

11.6.1 Implementation of environmental and social measures

In order to promote sustainable development, the Parties agree that it is necessary to promote compliance with internationally recognised environmental and labour standards, including fundamental conventions of the International Labour Organization ("ILO") and the international environmental laws and regulations applicable in the Borrower's jurisdiction. For such purpose, the Borrower shall and ensure that the Final Beneficiary shall:

with respect to its business activities:

- (a) comply with international standards for the protection of the environment and labour laws, particularly the fundamental conventions of the ILO and the international environmental conventions, in accordance with the applicable laws and regulations of the country in which the Project is being implemented.

with respect to the Project:

- (b) include in the procurement contracts, and, as the case may be, in the bidding documents, a clause whereby the contracting parties agree, and agree to procure that their sub-contractors (if any) agree, to comply with such standards in accordance with the applicable laws and regulations of the country where the Project is being implemented. The Lender will be entitled to request that the Borrower deliver a report on environmental and social conditions of implementation of the Project;

- (c) put in place appropriate mitigation measures specific to the Project as defined within the context of the environmental and social risk management policy of the Project and described in the ESCP attached as Schedule 6;
- (d) require that the Contractors appointed for implementation of the Project, apply the mitigation measures set out in paragraph (c) above and procure that their subcontractors (if any) comply with all such measures and take all appropriate steps in the event of a failure to put in place such mitigation measures; and
- (e) provide the Lender with quarterly follow-up reports in relation to the ESCP.

11.6.2 Environmental and social (ES) complaints-management

- (a) The Borrower (i) confirms that it has received a copy of the ES Complaints-Management Mechanism's Rules of Procedure and has acknowledged its terms, in particular with respect to actions that may be taken by the Lender in the event that a third party lodges a complaint, and (ii) acknowledges that these ES Complaints-Management Mechanism's Rules of Procedure have, as between the Borrower and the Lender, the same contractually binding effect as this Agreement.
- (b) The Borrower expressly authorises the Lender to disclose to the experts (as defined in the ES Complaints-Management Mechanism's Rules of Procedure) and to parties involved in the compliance review and/or conciliation processes, the Project documents concerning environmental and social matters necessary for processing the environmental and social complaint, including, without limitation, those listed in Schedule 9 (*List of environmental and social documents which the Borrower permits to be disclosed in connection with ES complaints-management mechanism's rules of procedure*).

11.7 Additional financing

The Borrower shall not amend or alter the Financing Plan without obtaining the Lender's prior written consent and shall finance any additional costs not anticipated in the Financing Plan on terms which ensure that the Facility will be repaid.

11.8 Pari passu ranking

The Borrower undertakes (i) to ensure that its payment obligations under this Agreement rank at all times at least *pari passu* with its other present and future unsecured and unsubordinated payment obligations; (ii) not to grant prior ranking or guarantees to any other lenders except if the same ranking or guarantees are granted by the Borrower in favour of the Lender, if so requested by the Lender.

11.9 Assignment

Unless the Lender agrees otherwise in writing, the Borrower shall:

- (i) amend the Insurance Policies to include the Lender as sole beneficiary in respect of any insurance indemnity until all sums due under this Agreement have been repaid in full; and
- (ii) assign to the Lender the benefit of the Contractor's Guarantees.

11.10 Project Accounts

The Borrower shall procure that the Final Beneficiary opens, maintains and funds the Project Account in accordance with the terms and conditions of this Agreement.

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11.11 Inspections

The Borrower hereby authorizes the Lender and its representatives to carry out inspections the purpose of which will be to assess the implementation and operations of the Project as well as the impact and the achievement of the objectives of the Project and the accounting of the Final Beneficiary. These inspections differ from the normal supervision processes of the Project implementation which are carried out on a regular basis by the representatives of the Borrower.

The Borrower shall co-operate and provide all reasonable assistance and information to the Lender and its representatives when carrying out such inspections, the timing and format of which shall be determined by the Lender following consultation with the Borrower.

The Borrower shall reimburse the Lender for any costs incurred by the Lender in respect of one inspection per year.

The Borrower shall procure that the Final Beneficiary retains and makes available for inspection by the Lender, all documents relating to the Eligible Expenses for a period of ten (10) years from the date of the last Drawdown under the Facility.

11.12 Project evaluation

The Borrower acknowledges that the Lender may carry out, or procure that a third party carries out on its behalf, an evaluation of the Project. Feedback from this evaluation will be used to produce a summary containing information on the Project, such as: total amount and duration of the funding, objectives of the Project, expected and achieved quantified outputs of the Project, assessment of the relevance, effectiveness, impact and viability/sustainability of the Project, main conclusions and recommendations.

The main objective of the evaluation will be the articulation of credible and independent judgement on the key issues of relevance, implementation (efficiency) and effects (effectiveness, impact and sustainability).

Evaluators will need to take into account in a balanced way the different legitimate points of view that may be expressed and conduct the evaluation impartially.

The Borrower will be involved as closely as possible in the evaluation, from the drafting of the Terms of Reference to the delivery of the final report.

The Borrower agrees to the publication of this summary, in particular on the Lender's website.

11.13 Implementation of the Project

The Borrower shall:

- (i) ensure that any person, group or entity participating in the implementation of the Project is not listed on any Financial Sanctions List (including in particular the fight against terrorist financing); and
- (ii) not finance any supplies or sectors which are subject to an Embargo by the United Nations, the European Union or France.

11.14 Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices

The Borrower undertakes:

- (i) to ensure that the funds, other than those of State origin, invested in the Project will not be of an Illicit Origin;
- (ii) to ensure that the Project (in particular during the negotiation, entry into and performance of the contracts funded out of the Facility) shall not give rise to any Act of Corruption, Fraud or Anti-Competitive Practice;
- (iii) as soon as it becomes aware of, or suspects, any Act of Corruption, Fraud or Anti-Competitive Practice, to inform the Lender without any delay;
- (iv) in the event referred to in paragraph (iii) above, or at the Lender's request if the Lender suspects that the acts or practices referred to in paragraph (iii) have occurred, take all necessary actions to remedy the situation in a manner satisfactory to the Lender and within the time period determined by the Lender; and
- (v) to notify the Lender without delay if it has knowledge of any information which leads it to suspect any Illicit Origin of any funds invested in the Project.

11.15 On-granting – Monitoring of the Final Beneficiary

The Borrower shall:

- (i) procure that the On-granting Agreement provides for, *inter alia*, all the undertakings that the Borrower has made on behalf of the Final Beneficiary under this Agreement including, but not limited to, the undertakings set out in Clauses 11 (*Undertakings*) and 12 (*Information Undertakings*);
- (ii) systematically collect and make available to the Lender, the details of any person (identity, citizenship, domicile) and/or any legal entity (corporate name, place of incorporation, registered office, identity of shareholders) benefiting from the on-granted funds;
- (iii) provide the Lender with any information in relation to the on-granting which shall be recorded in the accounting books of the Final Beneficiary;
- (iv) ensure that the Final Beneficiary fulfils its obligations under the On-granting Agreement and uses the on-granted funds exclusively for financing of the Project in accordance with the terms and conditions of this Agreement;
- (v) procure that the Final Beneficiary insures the assets financed by the Facility against the primary risks that may materialise during the implementation and operation of the Project.

12. INFORMATION UNDERTAKINGS

The undertakings in this Clause 12 (*Information Undertakings*) take effect on the Signing Date and remain in full force and effect for as long as any amount is outstanding under this Agreement.

12.1 Financial Information

The Borrower shall supply to the Lender any information that the Lender may reasonably require in relation to the Borrower's foreign and domestic debt as well as the status of any guaranteed loans.

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12.2 Progress Report

- (a) Until the Technical Completion Date, the Borrower shall supply to the Lender:
 - (i) on a quarterly basis, technical and financial progress reporting in relation to the implementation of the Project. This reporting shall be similar to the reporting supplied to the Co-Financier. This reporting shall include reporting related to environmental and social issues, as foreseen in the ESCP;
 - (ii) an annual follow-up report of the Project' indicators in the form set out in Schedule 7 (*Form of follow-up report of the project' indicators*).
- (b) Within three (3) months after the Technical Completion Date, the Borrower shall supply to the Lender a general progress report including a follow-up report with respect to the Project' indicators in the form set out in Schedule 7 (*Form of follow-up report of the project' indicators*).

12.3 Co-Financing

The Borrower shall promptly inform the Lender of any cancellation (in whole or in part) or any prepayment by a Co-Financier.

12.4 Information - miscellaneous

The Borrower shall supply to the Lender:

- (a) promptly upon becoming aware of them, details of any event or circumstance which is or may be an Event of Default or which has or may have a Material Adverse Effect, the nature of such an event and all the actions taken or to be taken to remedy it (if any);
- (b) promptly upon becoming aware of them, details of any incident or accident directly related to the implementation of the Project which might have a significant impact on the Project site, the working conditions of its employees or Contractors' employees, the nature of such incident or accident, together with details of any action taken or proposed to be taken, as applicable, by the Borrower to remedy it;
- (c) promptly, details of any decision or event which might affect the organisation, completion or operation of the Project;
- (d) promptly but in any event within five (5) Business Days after becoming aware of them, details of any notification of default, termination, dispute or material claim made against it under a Project Document or affecting the Project, together with details of any action taken or proposed to be taken by the Borrower to remedy it;
- (e) during the completion of services (including but not limited to services related to studies and monitoring where the Project involves the provision of such services), the interim and final reports drafted by any service provider, and after full completion of such services an overall execution report;
- (f) promptly, any further information regarding its financial condition, assets and operations or any documents or other communications given or received by it under any Project Document that the Lender may reasonably request.

12.5 Information relating to the Final Beneficiary

The Borrower shall take all necessary actions during the implementation and operation of the Project to ensure that the Final Beneficiary supplies the Lender with:

- (a) as soon as they are approved, its annual financial statements or budgetary documents, as well as any details that the Lender may reasonably require in relation to its financial condition;
- (b) upon the Lender's request, the minutes of meetings, resolutions and reports of its corporate bodies together with, as the case may be, its auditors report or any report in relation to the audit of its financial statements.

13. **EVENTS OF DEFAULTS**

13.1 Events of Default

Each of the events or circumstances set out in this Clause 13.1 (*Events of Default*) is an Event of Default.

(a) **Payment Default**

The Borrower does not pay on the due date any amount payable by it under this Agreement in the manner required under this Agreement. However, without prejudice to Clause 4.3 (*Late payment and default interest*), no Event of Default will occur under this paragraph (a) if such payment is made in full by the Borrower within five (5) Business Days of the due date.

(b) **Project Documents**

Any Project Document, or any of the rights and obligations set out therein, ceases to be in full force and effect, is subject to a notice of termination or its validity, legality or enforceability is challenged.

No Event of Default will occur pursuant to this paragraph (b) if (i) the challenge or notice of termination is withdrawn within thirty (30) calendar days after the date on which the Lender informed the Borrower of such challenge or notice or the Borrower became aware of such challenge or notice; and (ii), according to the opinion of the Lender, such dispute or request has not had a Material Adverse Effect during such thirty (30) day period.

(c) **Undertakings and Obligations**

The Borrower does not comply with any term of the Financing Documents, including, without limitation, any of the undertakings it has given pursuant to Clause 11 (*Undertakings*) and Clause 12 (*Information Undertakings*).

Save for the undertakings given pursuant to Clause 11.6 (*Environmental and Social Liability*), Clauses 0 (

Implementation of the Project) and 11.14 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*) in respect of which no grace period is permitted, no Event of Default will occur under this paragraph (c) if the non-compliance is capable of remedy and is remedied within five (5) Business Days of the earlier of (A) the date of the Lender' notice of failure to the Borrower; and (B) the Borrower becoming aware of the breach, or within the time limit determined

by the Lender in the case referred to in subparagraph (iv) of Clause 11.14 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*).

(d) Misrepresentation

A representation or warranty made by the Borrower in the Financing Documents, including under Clause 10 (*Representations and warranties*), or in any document delivered by or on behalf of the Borrower under or in relation to the Financing Documents, is incorrect or misleading when made or deemed to be made.

(e) Cross Default

(i) Subject to paragraph (iii) of this Clause 13.1.(e), any Financial Indebtedness of the Borrower is not paid on its due date or, if applicable, within any grace period granted pursuant to the relevant documentation.

(ii) A creditor has cancelled or suspended its commitment towards the Borrower pursuant to any Financial Indebtedness, or has declared the Financial Indebtedness due and payable prior to its specified maturity, or requested prepayment in full of the Financial Indebtedness, in each case, as a result of an event of default or any provision having a similar effect (howsoever described) pursuant to the relevant documentation.

(iii) No Event of Default will occur under this Clause 13.1 (e) if the relevant amount of Financial Indebtedness or the commitment for Financial Indebtedness falling within paragraphs (i) and (ii) above is less than fifty million Euros (EUR 50,000,000.00) (or its equivalent in any other currency(ies)).

(f) Unlawfulness

It is or becomes unlawful for the Borrower to perform any of its obligations under the Financing Documents.

(g) Material adverse change

Any event (including a change in the political situation of the country of the Borrower) or any measure which is likely, according to the Lender's opinion, to have a Material Adverse Effect occurs or is likely to occur.

(h) Withdrawal or suspension of the Project

Any of the following occurs:

(i) the implementation of the Project is suspended or postponed for a period exceeding six (6) months; or

(ii) the Project has not been completed in full by the Technical Completion Date; or

(iii) the Final Beneficiary withdraws from, or ceases to participate in, the Project.

(i) Authorisations

Any Authorisation required for the Borrower in order to perform or comply with its obligations under the Financing Documents or its other material obligations

under any Project Documents or required in the ordinary course of the Project is not obtained within the required timeframe or is cancelled or becomes invalid or otherwise ceases to be in full force and effect.

(j) Judgments, rulings or decisions having a Material Adverse Effect

Any judgment or arbitral award or any judicial or administrative decision affecting the Borrower has or is reasonably likely, according to the opinion of the Lender, to have a Material Adverse Effect, occurs or is likely to occur.

(k) Default by the Final Beneficiary

The Final Beneficiary (i) does not comply with any term of the On-granting Agreement, including without limitation, any of the undertakings pursuant to Clauses 11 (*Undertakings*) and 12 (*Information Undertakings*); (ii) does not comply with any term of a Project Document or of any other agreement or deed entered into in relation to the Project; or (iii) does not pay on the due date any amounts payable in relation to the Project.

Save for the undertakings given pursuant to Clause 11.6 (Environmental and Social Liability), Clauses 0 (

Implementation of the Project) and 11.14 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*) in respect of which no grace period shall be granted by the Borrower to the Final Beneficiary, no Event of Default will occur under this clause 12.1 (k) if the breach is capable of remedy and is remedied within five (5) Business Days of the earlier of (A) the Lender giving notice of breach to the Borrower and (B) the Borrower becoming aware of the breach, or within the time limit specified by the Lender in the case of breach referred to in subparagraph (iv) of Clause 11.14 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*).

(l) Suspension of free convertibility and free transfer

Free convertibility and free transfer of any of the amounts due by the Borrower under this Agreement, or any other facility provided by the Lender to the Borrower or any other borrower of the jurisdiction of the Borrower, is challenged.

13.2 Acceleration

On and at any time after the occurrence of an Event of Default, the Lender may, without providing any formal demand or commencing any judicial or extra-judicial proceedings, by written notice to the Borrower:

- (a) cancel the Available Credit; and/or
- (b) declare that all or part of the Facility, together with any accrued or outstanding interest and all other amounts outstanding under this Agreement, are immediately due and payable.

Without prejudice to the above, in the event that an Event of Default occurs as set out in Clause 13.1 (*Events of Default*), the Lender reserves the right to, upon written notice to the Borrower, (i) suspend or postpone any Drawdowns under the Facility; and/or (ii) suspend the finalisation of any agreements relating to other possible financial offers which have been notified by the Lender to the Borrower; and/or (iii) suspend or postpone any drawdown under any loan agreement entered into between the Borrower and the Lender.

If any drawdowns are postponed or suspended by a Co-Financier under an agreement between such Co-Financier and the Borrower, the Lender reserves the right to postpone or suspend any Drawdowns under the Facility.

13.3 Notification of an Event of Default

In accordance with Clause 12.4 (*Information*), the Borrower shall promptly notify the Lender upon becoming aware of any event which is or is likely to be an Event of Default and inform the Lender of all the measures contemplated by the Borrower to remedy it.

14. ADMINISTRATION OF THE FACILITY

14.1 Payments

All payments received by the Lender under this Agreement shall be applied towards the payment of expenses, fees, interest, principal amounts or any other sum due under this Agreement in the following order:

- 1) incidental costs and expenses;
- 2) fees;
- 3) late-payment interest and default interest;
- 4) accrued interest;
- 5) principal repayments.

Any payments received from the Borrower shall be applied first in or towards payment of any sums due and payable under the Facility or under other loans extended by the Lender to the Borrower, should it be in the Lender's interest to apply these sums to such other loans, in the order set out above.

14.2 Set-off

Without prior approval of the Borrower, the Lender may, at any time, set-off due and payable obligations owed by the Borrower against any amounts held by the Lender on behalf of the Borrower or any due and payable obligations owed by the Lender to the Borrower. If the obligations are in different currencies, the Lender may convert either obligation at the prevailing currency exchange rate for the purpose of the set-off.

All payments made by the Borrower under the Financing Documents shall be calculated and made without set-off. The Borrower is prohibited from making any set-off.

14.3 Business Days

If a payment is due on a day which is not a Business Day, the due date for that payment shall be the next Business Day if the next Business Day is in the same calendar month, or the preceding Business Day if the next Business Day is not in the same calendar month.

During any extension of the Payment Date for a principal or unpaid amount under this Agreement, interest shall be payable on that amount during the extension period at the rate applicable on the original Payment Date.

14.4 Currency of payment

The currency of each amount payable under this Agreement is Euros, except as provided in Clause 14.6 (*Place of payment*).

14.5 Day count convention

Any interest, fee or expense accruing under this Agreement will be calculated on the basis of the actual number of days elapsed and a year of three hundred and sixty (360) days in accordance with European interbank market practice.

14.6 Place of payment

- (a) Any funds to be transferred by the Lender to the Borrower under the Facility will be paid to the bank account specifically designated for such purpose by the Borrower, provided that the Lender has given its prior consent on the selected bank.

The Borrower may request that the funds are transferred in: (i) Euros to a bank account denominated in Euros; or (ii) the currency of legal tender in the jurisdiction of the Borrower, in the equivalent amount of the Drawdown at a market exchange rate on the day of the Drawdown and to a bank account denominated in that currency provided such currency is convertible and transferable; or (iii) any other convertible and transferable currency, in an equivalent amount of the Drawdown on the day of the Drawdown and to a bank account denominated in such currency.

- (b) Any payment to be made by the Borrower to the Lender shall be paid on the due date by no later than 11:00 am (Paris time) to the following bank account:

RIB Code: 30001 00064 00000040211 75

IBAN Code: FR76 3000 1000 6400 0000 4021 175

Banque de France SWIFT code (BIC): BDFEFRPPCCT

opened by the Lender at the Banque de France (head office/main branch) in Paris or any other account notified by the Lender to the Borrower.

- (c) The Borrower shall request from the bank responsible for transferring any amounts to the Lender that it provides the following information in any wire transfer messages in a comprehensive manner and in the order set out below:

- Principal: name, address, bank account number
- Principal's bank: name and address
- Reference: name of the Borrower, name of the Project, reference number of the Agreement

- (d) Applicable exchange rates will be the exchange rates obtained by the Lender through a Reference Financial Institution on the date of the Drawdown.

- (e) All payments made by the Borrower shall comply with this Clause 14.6 (*Place of payment*) in order for the relevant payment obligation to be deemed discharged in full.

14.7 Payment Systems Disruption

If the Lender determines (in its discretion) that a Payment Systems Disruption Event has occurred or the Borrower notifies the Lender that a Payment Systems Disruption Event has occurred, the Lender:

- (a) may, and shall if requested by the Borrower, enter into discussions with the Borrower with a view to agreeing any changes to the operation and administration of the Facility as the Lender may deem necessary in the circumstances;
- (b) shall not be obliged to enter into discussions with the Borrower in relation to any of the changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, it has no obligation to agree to such changes; and
- (c) shall not be liable for any cost, loss or liability arising as a result of its taking, or failing to take, any actions pursuant to this Clause 14.7 (*Payment Systems Disruption*).

15. MISCELLANEOUS

15.1 Language

The language of this Agreement is English. If this Agreement is translated into another language, the English version shall prevail in the event of any conflicting interpretation or in the event of a dispute between the Parties.

All notices given or documents provided under, or in connection with, this Agreement shall be in English.

The Lender may request that a notice or document provided under, or in connection with, this Agreement which is not in English is accompanied by a certified English translation, in which case, the English translation shall prevail unless the document is a statutory document of an company, legal text or other official document.

15.2 Certifications and determinations

In any litigation or arbitration arising out of or in connection with any Financing Document, entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

Any certification or determination by the Lender of a rate or amount under this Agreement will be, in the absence of manifest error, conclusive evidence of the matters to which it relates.

15.3 Partial invalidity

If, at any time, a term of this Agreement is or becomes illegal, invalid or unenforceable, neither the validity, legality or enforceability of the remaining provisions of this Agreement will in any way be affected or impaired.

15.4 No Waiver

Failure to exercise, or a delay in exercising, on the part of the Lender of any right under the Agreement shall not operate as a waiver of that right.

Partial exercise of any right shall not prevent any further exercise of such right or the exercise of any other right or remedy under the applicable law.

The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any rights and remedies under the applicable law.

15.5 Assignment

The Borrower may not assign or transfer, in any manner whatsoever, all or any of its rights and obligations under this Agreement without the prior written consent of the Lender.

The Lender may assign or transfer any of its rights or obligations under this Agreement to any other third party and may enter into any sub-participation agreement relating thereto.

15.6 Legal effect

The Schedules annexed hereto, the Applicable Procurement Procedures and the recitals hereof form part of this Agreement and have the same legal effect.

15.7 Entire agreement

As of the Signing Date, this Agreement represents the entire agreement between the Parties in relation to the matters set out herein, and supersedes and replaces all previous documents, agreements or understandings which may have been exchanged or communicated as part of the negotiations in connection with this Agreement.

15.8 Amendments

No amendment may be made to this Agreement unless expressly agreed in writing between the Parties.

15.9 Confidentiality - Disclosure of information

- (a) The Borrower shall not disclose the content of any Financing Document to any third party without the prior consent of the Lender except to:
 - (i) any person to whom the Borrower has a disclosure obligation under any applicable law, regulation or judicial ruling; or
 - (ii) the Final Beneficiary for the purposes of the Project.
- (b) Notwithstanding any existing confidentiality agreement, the Lender may disclose any information or documents in relation to the Project to: (i) its auditors, experts, rating agencies, legal advisers or supervisory bodies; (ii) any person or entity to whom the Lender may assign or transfer all or part of its rights or obligations under the Financing Documents; and (iii) any person or entity for the purpose of taking any protective measures or preserving the rights of the Lender under the Financing Documents.
- (c) Furthermore, the Borrower hereby expressly authorizes the Lender to communicate and to disclose on the Lender's Website information relating to the Project and its financing as listed in Schedule 8 (*Information that the Lender is authorized expressly to disclose on the Lender's Website (in particular on its open data platform)*).

15.10 Limitation

The statute of limitations of any claims under this the Financing Documents shall be ten (10) years, except for any claim of interest due under this Agreement.

15.11 No-hardship

Each Party hereby acknowledges that the provisions of article 1195 of the French *Code civil* shall not apply to it with respect to its obligations under the Agreement and that it shall not be entitled to make any claim under article of 1195 of the French *Code civil*.

16. **NOTICES**

16.1 In writing and addresses

Any notice, request or other communication to be given or made under or in connection with this Agreement shall be given or made in writing and, unless otherwise stated, may be given or made by fax or by letter sent by the post office to the address and number of the relevant Party set out below:

For the Borrower:

REPUBLIC OF RWANDA

Address: P.O. Box: 158, Kigali

Telephone: +250-2525779

Facsimile: +250-252577581

Attention: Dr. Uzziel NDAGIJIMANA, Minister of Finance and Economic Planning

For the Lender:

AFD – REGIONAL OFFICE EASTERN AFRICA

Address: Top Plaza Building, Kindaruma road, off Ngong road

P.O. Box 45955 – 00100 NAIROBI

Telephone: + 254 20 259 29 08

Attention: AFD Regional Director

or such other address, fax number, department or officer as one Party notifies to the other Party.

16.2 Delivery

Any notice, request or communication made or any document sent by a Party to the other Party in connection with this Agreement will only be effective:

- (a) if by fax, when received in a legible form; and
- (b) if by letter sent through the post office, when delivered to the correct address,

and, where a particular person or a department is specified as part of the address details provided under Clause 16.1 (*In writing and addresses*), if such notice, request or communication has been addressed to that person or department.

16.3 Electronic communications

- (a) Any communication made by one person to another under or in connection with this Agreement may be made by electronic mail or other electronic means if the Parties:
 - (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
 - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (iii) notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made between the Parties will be effective only when actually received in a readable form.

17. **GOVERNING LAW, ENFORCEMENT AND CHOICE OF DOMICILE**

17.1 Governing Law

This Agreement is governed by French law.

17.2 Arbitration

Any dispute arising out of or in connection with this Agreement shall be referred to and finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators to be appointed in accordance with such Rules.

The seat of arbitration shall be Paris and the language of arbitration shall be English.

This arbitration clause shall remain in full force and effect if this Agreement is declared null and void or is terminated. The Parties' contractual obligations under this Agreement are not suspended if a Party initiates legal proceedings against the other Party.

The Parties expressly agree that, by signing this Agreement, the Borrower waives irrevocably and unconditionally all rights of immunity in respect of jurisdiction and/or execution on which it could otherwise rely, including, without limitation, all Borrower's real or personal, material or immaterial assets and/or property on its territory or abroad. This waiver includes, without limitation, all assets and/or property, bank accounts owned by the Borrower, used for or intended to be used for its diplomatic or consular missions or special missions or any mission within an international organisation and all other assets and/or property owned by the Borrower.

17.3 Service of process

Without prejudice to any applicable law, for the purposes of serving judicial and extrajudicial documents in connection with any action or proceedings referred to above, the Borrower irrevocably chooses its registered office as at the date of this Agreement at the address set out in Clause 16 (*Notices*) for service of process, and the Lender chooses the address "AFD REGIONAL OFFICE EASTERN AFRICA " set out in Clause 16 (*Notices*) for service of process.

18. DURATION

This Agreement comes into force on the Effective Date and remains in full force and effect for as long as any amount is outstanding under the Financing Documents.

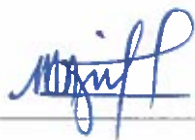
Notwithstanding the above, the obligations under Clauses 12.4(e) (*Information - miscellaneous*) and 15.9 (*Confidentiality - Disclosure of information*) shall survive and remain in full force and effect for a period of five (5) years after the last Payment Date; the provisions of Clause 11.6.2 (*Environmental and social (ES) complaints-management*) shall continue to have effect whilst any grievance lodged under the ES Complaints-Management Mechanism's Rules of Procedure is still being processed or monitored.



Executed in two (2) originals, in Kigali, on 23rd April 2021.

BORROWER

REPUBLIC OF RWANDA



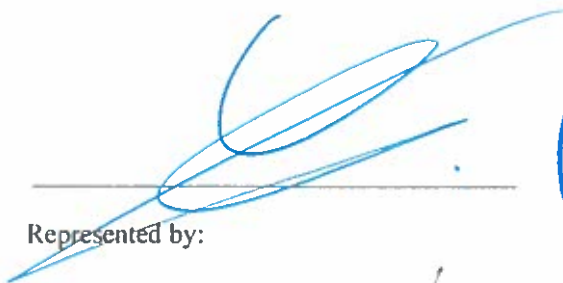
Represented by:

Name: Dr. Uzziel NDAGIJIMANA

Capacity: Minister of Finance and Economic Planning

LENDER

AGENCE FRANÇAISE DE DÉVELOPPEMENT



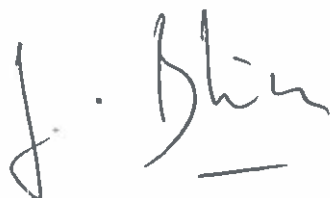
Represented by:

Name: Mr. Christian YOKA

Capacity: Regional Director for Eastern Africa



Co-signatory: Mr. Jérémie BLIN, Chargé d’Affaires of the French Republic in Rwanda



SCHEDULE 1A - DEFINITIONS

Acceptable Bank	means any bank acceptable to the Lender.
Account Bank	has the meaning given to it in Clause 3.4.1 (<i>Opening of the Project Account</i>).
Act of Corruption	<p>means any of the following:</p> <p>(a) the act of promising, offering or giving, directly or indirectly, to a Public Official or to any person who directs or works, in any capacity, for a private sector entity, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity; or</p> <p>(b) the act of a Public Official or any person who directs or works, in any capacity, for a private sector entity, soliciting or accepting, directly or indirectly, an undue advantage of any nature, for the relevant person himself or herself or for another person or entity, in order that this person acts or refrains from acting in breach of his or her legal, contractual or professional obligations and, having for effect to influence his or her own actions or those of another person or entity.</p>
Advance(s)	has the meaning given to it in Clause 3.4 (<i>Payment mechanics</i>)
AFD's Covenant of Integrity	Means the statement, to be signed by each of the Contractors, as provided in Schedule 11 (<i>AFD's Covenant of Integrity</i>), and the content of which can be updated from time to time by the Lender.
Agreement	means this credit facility agreement, including its recitals, Schedules and, if applicable, any amendments made in writing thereto.
Anti-Competitive Practices	<p>means:</p> <p>(a) any concerted or implicit action having as its object and/or as its effects to impede, restrict or distort fair competition in a market, including without limitation when it tends to:</p> <p>(i) limit market access or the free exercise of competition by other companies; (ii) prevent price setting by the free play of markets by artificially favouring the increase or decrease of such prices; (iii) limit or control any production, markets, investment or technical progress; or (iv) share out markets or sources of supply;</p>

	<p>(b) any abuse by a company or group of companies of a dominant position within a domestic market or in a substantial part thereof; or</p> <p>(c) any bid or predatory pricing having as its object and/or its effect to eliminate from a market, or to prevent a company or one of its products from accessing the market.</p>
Applicable Procurement Procedures	means those procurement policies and procedures referred to in the IDA Financing Agreement.
Authorisation(s)	means any authorisation, consent, approval, resolution, permit, licence, exemption, filing, notarisation or registration, or any exemptions in respect thereof, obtained from or provided by an Authority, whether granted by means of an act, or deemed granted if no answer is received within a defined time limit, as well as any approval and consent given by the Borrower's creditors.
Authority(ies)	means any government or statutory entity, department or commission exercising a public prerogative, or any administration, court, agency or State or any governmental, administrative, tax or judicial entity.
Availability Period	means the period from and including the Signing Date up to the Deadline for Drawdown.
Available Credit	<p>means, at any given time, the maximum principal amount specified in Clause 2.1 (<i>Facility</i>) less:</p> <p>(i) the aggregate amount of any Drawdowns drawn by the Borrower;</p> <p>(ii) the amount of any Drawdown to be made pursuant to any pending Drawdown Request; and</p> <p>(iii) any portion of the Facility which has been cancelled pursuant to Clauses 8.3 (<i>Cancellation by the Borrower</i>) and/or 8.4 (<i>Cancellation by the Lender</i>).</p>
Business Day	means a day (other than Saturday or Sunday) on which banks are open for the entire day for general business in Paris, and which is a TARGET Day in the event that a Drawdown has to be done on such day.
Certified	means for any copy, photocopy or other duplicate of an original document, the certification by any duly authorised person, as to the conformity of the copy, photocopy or duplicate with the original document.
Co-Financier(s)	<p>means the following co-financier of the Project:</p> <p>International Development Association for an amount of eight billion, eighty million, two hundred thousand Yens</p>

	(JPY8,080,200,000) as a loan, and fifty four million, six hundred thousand Special Drawing Rights (SDR 54,600,000) as a grant.
Co-Financing	means jointly i/ the loan of eight billion eighty million two hundred thousand Yens (JPY8,080,200,000) provided by the International Development Association and ii/ the grant of fifty four million six hundred thousand Special Drawing Rights (SDR 54,600,000) provided by the International Development Association, separately, any of such co-financing.
Co-Financing Agreement	means the agreement to be entered into between the Lender and the Co-Financier, providing terms and conditions under which, among others, the Lender and the Co-Financier shall co-finance the Project and a number of monitoring works that the Lender delegates to the Co-Financier with respect to the Facility and the Project implementation.
Contractor(s)	means third party contractor(s) in charge of implementing all or part of the Project pursuant to Project Documents.
Contractor's Guarantee(s)	means any guarantee provided to the Final Beneficiary directly or indirectly by any Contractor in charge of the completion of the Project or any part thereof, such as, for example, the completion guarantee or the advance payment guarantee.
Deadline for Drawdown	means December 31 st , 2025, date after which no further Drawdown may occur.
Deadline for Use of Funds	means the date of expiration of a six (6) month period starting on the payment date of the last Advance.
Drawdown	means a drawdown of all or part of the Facility made, or to be made, available by the Lender to the Borrower pursuant to the terms and conditions set out in Clause 3 (<i>Drawdown of Funds</i>) or the principal amount outstanding of such Drawdown which remains due and payable at a given time including any Advance.
Drawdown Date	means the date on which a Drawdown is made available by the Lender.
Drawdown Period	means the period starting on the first Drawdown Date up to and including the first of the following date: (i) the date on which the Available Credit is equal to zero ; (ii) the Deadline for Drawdown.
Drawdown Request	means a request substantially in the form set out in Schedule 5A (<i>Form of Drawdown Request</i>).

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Effective Date	<p>Means the date on which :</p> <p>A legal opinion has been issued by the Minister of Justice/ Attorney General confirming validity and enforceability of the terms of this Agreement;</p> <p>A law, has been published in the Official Gazette of the Republic of Rwanda, approving the ratification of this Agreement in compliance with laws and the Constitution of the Republic of Rwanda; and</p> <p>A Presidential order ratifying this Agreement in compliance with laws and the Constitution of the Republic of Rwanda has been issued and published in the Official Gazette of the Republic of Rwanda.</p>
Eligible Expense(s)	means the expenses relating to the Component 1 and Component 4 of the Project as set out in Schedule 3 (<i>Financing Plan</i>).
Embargo	means any sanction of a commercial nature aiming at prohibiting any import and/or export (supply, sale or transfer) of one or several goods, products or services going to and/or coming from a country for a given period as published and amended from time to time by the United Nations, the European Union or France.
ES Complaints-Management Mechanism's Rules of Procedure	means the contractual terms contained in the Environmental and Social Complaints-Management Mechanism's Rules of Procedure, which is available on the Website, as amended from time to time.
ESCP	means the environmental and social commitment plan attached hereafter as Schedule 6 , setting out the Beneficiary's commitment to avoid, mitigate or compensate negative consequences of the Project, on human and natural environment and any planned monitoring, as well as the formal steps required in order to carry out such actions.
EURIBOR	means the inter-bank rate applicable to Euro for any deposits denominated in Euro for a period comparable to the relevant period, as determined by the European Money Markets Institute (EMMI), or any successor administrator, at 11:00 am Brussels time, two (2) Business Days before the first day of the Interest Period.
Euro(s) or EUR	means the single currency of the member states of the European Economic and Monetary Union, including France, and having legal tender in such Member States.
Event of Default	means any event or circumstance set out in Clause 13.1 (<i>Events of Default</i>).

Facility	means the credit facility made available by the Lender to the Borrower in accordance with this Agreement up to the maximum principal amount set out in Clause 2.1 (<i>Facility</i>).
Final Beneficiary	means Energy Development Corporation Limited (EDCL), in charge of implementing the Project on its own account as the owner of the investments financed by the Facility which is on-granted to it by the Borrower.
Financial Indebtedness	<p>means any financial indebtedness for and in respect of:</p> <ul style="list-style-type: none"> (a) any monies borrowed on a short, medium or long-term basis; (b) any amounts raised pursuant to the issue of bonds, notes, debentures, loan stock or any similar instruments; (c) any funds raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; (d) any potential payment obligation that results from a guarantee, bond, or any other instrument.
Financial Sanctions List	<p>means the list(s) of persons, groups or entities which are subject to financial sanctions by the United Nations, the European Union and/or France.</p> <p>For information purposes only and for the convenience of the Borrower, who may rely on, the following references or website addresses:</p> <p>For the lists maintained by the United Nations, the following website may be consulted:</p> <p>https://www.un.org/securitycouncil/fr/content/un-sc-consolidated-list</p> <p>For the lists maintained by the European Union, the following website may be consulted:</p> <p>https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr</p> <p>For the lists maintained by France, the following website may be consulted:</p> <p>https://www.tresor.economie.gouv.fr/services-aux-entreprises/sanctions-economiques/dispositif-national-de-gel-des-avoirs</p>

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Financing Documents	means this Agreement, the On-granting Agreement and any other document in relation thereto.
Financing Plan	means the financing plan of the Project set out in Schedule 3 (<i>Financing Plan</i>).
Fixed Reference Rate	means zero point twenty-four per cent (0.24%) per annum.
Fraud	means any unfair practice (acts or omissions) deliberately intended to mislead others, to intentionally conceal elements there from, or to betray or vitiate his/her consent, to circumvent any legal or regulatory requirements and/or to violate internal rules and procedures of the Borrower or a third party in order to obtain an illegitimate benefit.
Fraud against the Financial Interests of the European Community	means any intentional act or omission intended to damage the European Union budget and involving (i) the use or presentation of false, inaccurate or incomplete statements or documents, which has as effect the misappropriation or wrongful retention of funds or any illegal reduction in resources of the general budget of the European Union; (ii) the non-disclosure of information with the same effect; and (iii) misappropriation of such funds for purposes other than those for which such funds were originally granted.
Grace Period	means the period from the Signing Date up to and including the date falling sixty [60] months after such date, during which no principal repayment under the Facility is due and payable.
IDA	Means International Development Association as his capacity of the Co-Financier.
IDA Financing	means the loan of eight billion eighty million two hundred thousand Yens (JPY8,080,200,000) provided by the International Development Association to the Borrower, as described in the Co-Financing.
IDA Financing Agreement	means the agreement and all the related financing documentations to be entered into between the Co-Financier and the Borrower providing terms and conditions under which the IDA Financing will be made available to the Borrower/
Illicit Origin	means funds obtained through: <ul style="list-style-type: none"> (a) the commission of any predicate offence as designated in the FATF 40 recommendations Glossary under "<i>Designated categories of offences</i>" (http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommendations_GAFL.pdf); (b) any Act of Corruption; or

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	(c) any Fraud against the Financial Interests of the European Community, if or when applicable.
Index Rate	means the TEC 10 daily index, the ten-year constant maturity rate displayed on a daily basis on the relevant quotation page of the Reference Financial Institution or any other index which may replace the TEC 10 daily index. On the Signing Date, the Index Rate on 15 th April 2021 is zero point zero per cent (0.0 %) per annum.
Insurance Policies	means the insurance policies that the Final Beneficiary is required to subscribe and maintain in connection with the implementation of the Project, in a form acceptable to the Lender.
Interest Period(s)	means each period from a Payment Date (exclusive) up to the next Payment Date (inclusive). For each Drawdown under the Facility, the first interest period shall start on the Drawdown Date (exclusive) and end on the next successive Payment Date (inclusive).
Interest Rate	means the interest rate expressed as a percentage and determined in accordance with Clause 4.1 (<i>Interest Rate</i>).
Margin	means zero percent (0%) per annum.
Market Disruption Event	means the occurrence of one of the following events: (i) EURIBOR is not determined by the European Money Markets Institute (EMMI), or any successor administrator, at 11:00am Brussels time, two (2) Business Days before the first day of the relevant Interest Period or on the Rate Setting Date; or (ii) before close of business of the European interbank market, two (2) Business Days prior to the first day of the relevant Interest Period or on the Rate Setting Date, the Borrower receives notification from the Lender that (i) the cost to the Lender of obtaining matching resources in the relevant interbank market would be in excess of EURIBOR for the relevant Interest Period; or (ii) it cannot or will not be able to obtain matching resources on the relevant interbank market in the ordinary course of business to fund the relevant Drawdown for the relevant time period.
Material Adverse Effect	means a material and adverse effect on: (a) the Project, insofar as it would jeopardise the implementation and operation of the Project in accordance with the Financing Documents and the Project Documents;

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	<p>(b) the business, assets, financial condition of the Borrower or its ability to perform its obligations under the Financing Documents and the Project Documents;</p> <p>(c) the validity or enforceability of any Financing Document and any Project Documents; or</p> <p>(d) any right or remedy of the Lender under any Financing Document.</p>
Notification for Drawdown	has the meaning given to it under Clause 3.3 (<i>Payment completion</i>).
Outstanding Principal	means, in respect of any Drawdown, the outstanding principal amount due in respect of such Drawdown, corresponding to the amount of the Drawdown paid by the Lender to the Borrower less the aggregate of instalments of principal repaid by the Borrower to the Lender in respect of such Drawdown.
Payment Dates	means 31 st March and 30 th September of each year.
Payment Systems Disruption Event	<p>means either or both of:</p> <p>(a) a material disruption to the payment or communication systems or to the financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Financing Documents to be carried out), provided that the disruption is not caused by, and is beyond the control of, any of the Parties; or</p> <p>(b) the occurrence of any other event which results in a disruption (of a technical or system-related nature) to the treasury or payment operations of a Party preventing that, or any other Party:</p> <p style="padding-left: 40px;">(i) from performing its payment obligations under the Financing Documents; or</p> <p style="padding-left: 40px;">(ii) from communicating with the other Parties in accordance with the terms of the Financing Documents,</p> <p>and which (in either case) is not caused by, and is beyond the control of, either Party.</p>
Prepayment Compensatory Indemnity	<p>means the indemnity calculated by applying the following percentage to the amount of the Facility which is repaid in advance:</p> <p>- if the repayment occurs prior to the fifth anniversary (exclusive) of the Signing Date: two point five per cent (2.5%);</p>

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	<ul style="list-style-type: none"> - if the repayment occurs between the fifth anniversary (inclusive) and the tenth anniversary (exclusive) of the Signing Date : two per cent (2%); - if the repayment occurs between the tenth anniversary (inclusive) and the fifteenth anniversary (exclusive) of the Signing Date: one point seventy-five per cent (1.75%); - if the repayment occurs after the fifteenth anniversary (inclusive): one point five per cent (1.5%).
Project	means the project as described in Schedule 2 (<i>Project Description</i>).
Project Account	has the meaning given to that term in Clause 3.4.11 (<i>Opening of the Project Account</i>).
Project Authorisations	means the Authorisations necessary in order for (i) the Borrower or the Final Beneficiary to implement the Project and execute all Project Documents to which it is a party, and to exercise its rights and perform its obligations under the Project Documents to which it is a party; and (ii) the Project Documents to which the Borrower or the Final Beneficiary is a party, to be admissible as evidence before courts in the jurisdiction of the Borrower or before a competent arbitral tribunal.
Project Documents	<p>means all documents, and in particular agreements, delivered or executed by the Borrower or the Final Beneficiary in relation to the implementation of the Project, i.e.:</p> <ul style="list-style-type: none"> • the Operations Manual that will be developed for the project, and that will be amended from time to time; • the Board Document of the Co-Financier as presented for the Board approval of the Co-Financing and made public on its website; • the contracts to be entered into by the Financial Beneficiary with suppliers, work companies and consultants for the implementation of the project.
Public Official	means any holder of legislative, executive, administrative or judicial office whether appointed or elected, serving on permanent basis or otherwise, paid or unpaid, regardless of rank, or any other person defined as a public official under the domestic law of the Borrower's jurisdiction of incorporation, and any other person exercising a public function, including for a public agency or organisation, or providing a public service.
Rate Conversion	means the conversion of the floating rate applicable to all or part of the Facility into a fixed rate pursuant to Clause 4.1 (<i>Interest Rate</i>).

Rate Conversion Request	means a request substantially in the form attached as Schedule 5C (<i>Form of Rate Conversion Request</i>).
Rate Setting Date	<p>means:</p> <p>I - in relation to any Interest Period for which an Interest Rate is to be determined:</p> <ul style="list-style-type: none"> (i) the first Wednesday (or, if that date is not a Business Day, the immediately following Business Day) following the date of receipt by the Lender of the Drawdown Request, provided that the Drawdown Request is received by the Lender at least two (2) full Business Days prior to said Wednesday; (ii) the second Wednesday (or, if that date is not a Business Day, the immediately following Business Day) following the date of receipt by the Lender of the Drawdown Request, if the Drawdown Request was not received by the Lender at least two (2) full Business Days prior to the first Wednesday specified in paragraph (a) above: <p>II - in the case of a Rate Conversion</p> <ul style="list-style-type: none"> (i) the first Wednesday (or, if that date is not a Business Day, the immediately following Business Day) following the date of receipt by the Lender of the Rate Conversion Request, provided such date is at least two (2) full Business Days prior to the first Wednesday. (ii) the second Wednesday (or, if that date is not a Business Day, the immediately following Business Day) following the date of receipt by the Lender of the Rate Conversion Request, if such date is not at least two (2) full Business Days prior to the first Wednesday..
Reference Financial Institution	means a financial institution chosen as a suitable reference financial institution by the Lender and which regularly publishes quotations of financial instruments on one of the international financial information networks according to the practices recognised by the banking industry.
On-granting Agreement	means the agreement setting out the terms and conditions under which the Borrower shall on-grant the funds of the Facility, in whole or in part, to the Final Beneficiary.
Schedule(s)	means any schedule or schedules to this Agreement.
Signing Date	means the date of execution of this Agreement by all the Parties.

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TARGET Day	means a day on which the Trans European Automated Real Time Gross Settlement Express Transfer 2 (TARGET2) system, or any successor thereto, is open for payment settlement in Euros.
Tax(es)	means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with a failure to pay or any delay in the payment of any such amounts).
Technical Completion Date	means the date for the technical completion of the Project which is expected to be December 31 st , 2025.
Website	means the website of AFD (http://www.afd.fr/) or any other such replacement website.
Withholding Tax	means any deduction or retention in respect of a Tax on any payment made under or in connection with the Financing Documents.
Withdrawal Application	has the meaning given to it under the IDA Financing Agreement.

SCHEDULE 1B - CONSTRUCTION

- (a) "assets" includes present and future properties, revenues and rights of every description;
- (b) any reference to the "Borrower", a "Party" or a "Lender" includes its successors in title, permitted assigns and permitted transferees;
- (c) any reference to a Financing Document or other document is a reference to this Agreement or to such other document as amended, restated or supplemented and includes, if applicable, any document which replaces it through novation, in accordance with the Financing Documents;
- (d) a "guarantee" includes any *cautionnement*, *aval* and any *garantie* which is independent from the debt to which it relates;
- (e) "indebtedness" means any obligation of any person whatsoever (whether incurred as principal or as surety) for the payment or repayment of money, whether present, future, actual or contingent;
- (f) a "person" includes any person, company, corporation, partnership, trust, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal personality);
- (g) a "regulation" includes any legislation, regulation, rule, decree, official directive, instruction, request, advice, recommendation, decision or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, supervisory authority, regulatory authority, independent administrative authority, agency, department or any division of any other authority or organisation (including any regulation issued by an industrial or commercial public entity) having an effect on this Agreement [OR any of the Financing Documents] or on the rights and obligations of a Party;
- (h) a provision of law is a reference to that provision as amended;
- (i) unless otherwise provided, a time of day is a reference to Paris time;
- (j) The Section, Clause and Schedule headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (k) unless otherwise provided, words and expressions used in any other document relating to this Agreement or in any notice given in connection with this Agreement have the same meaning in that document or notice as in this Agreement;
- (l) an Event of Default is "continuing" if it has not been remedied or if the Lender has not waived any of its rights relating thereto;
- (m) a reference to a Clause or Schedule shall be a reference to a Clause or Schedule of this Agreement; and
- (n) words importing the plural shall include the singular and vice-versa.

SCHEDULE 2 - PROJECT DESCRIPTION

The objective of the Project is to improve access to modern energy for households, enterprises, and public institutions and enhance the efficiency of electricity service in the Republic of Rwanda.

The Project consists of the following components:

Component 1. Increasing Access to Grid Electricity through financing and support for,

Grid connections of new consumers, including financing of grid extensions and consumer connections in select districts in the Recipient's territory, including the districts of Gicumbi, Musanze, Rulindo, Burera, Ngororero, Nyabihu, Rubavu, Rusizi, Nyamasheke, Karongi and Rutsiro.

Component 2. Enhancing the Efficiency of Electricity Service

- A. *Rehabilitation of Ntaruka Hydro-Power Plant* ("Ntaruka HPP"), through financing and support for, restoration of the Ntaruka HPP plant capacity to its installed capacity of 11.25 MW and upgrade of the control systems and other electromechanical equipment.
- B. *Improve stability and reliability of the power system*, through financing and support for, installation of (i) static voltage compensators (SVC's) at select substations to reduce overvoltage created by low loading on the transmission lines; and (ii) power system stabilizers and governing systems at select hydro-power stations.
- C. *Improvements in the Operational Performance of EUCL*, through financing and support for, extension of EUCL's smart meter program to the distribution network including:
 - (i) completing the installation of smart meters for select EUCL large and medium size consumers;
 - (ii) start a program of installation of smart meters on network distribution transformers;
 - (iii) conduct installation of high current smart prepayment meters, both for medium voltage (MV) and low voltage (LV) consumers, to gradually shift identified post-paid customers to prepayment;
 - (iv) purchase and installation of test benches for both pre-paid and post-paid meters; and
 - (v) installation of a comprehensive electricity transmission and distribution network geographical information system (GIS).

Component 3. Increasing Access to Off-Grid Electricity and Clean Cooking Solutions

- A. *Increasing Off-Grid Electricity Access*, through financing and support for:

Results Based Financing Facility to Off-grid Solar Companies (OSCs) ("RBF-OSC Facility") through provision of results-based partial grants ("OSC Grants") to eligible OSCs to facilitate the sale of eligible solar systems and the provision of after sale services to final beneficiaries (qualifying households and micro-enterprises), and Incremental Operating Costs of BRD for management of the RBF-OSC Facility as are not otherwise recovered by BRD through a fee charged to the eligible OSCs.

B. *Increasing Access to Clean Cooking Solutions*, through financing and support for:

Results Based Financing Facility for Clean Cooking Solutions ("RBF-CCS Facility") through provision of results-based partial grants ("CCS Grants") to Eligible Enterprises to facilitate the sale of eligible cooking technologies and products to final beneficiaries (qualifying households), and Incremental Operating Costs of BRD for management of the RBF-CCS Facility as are not otherwise recovered by BRD through a fee charged to the Eligible Enterprises.

Component 4. Technical Assistance, Institutional Capacity Building and Implementation Support

- A. *Project Implementation support*, including hiring of additional staff in EDCL and in the PCU, and sector consultants to continue to support sector management and coordination.
- B. *Technical Assistance and impact evaluation* including, *inter alia*, (a) sector studies aimed at improving the efficiency of the energy sector performance, (b) impact evaluation studies to help the sector make appropriate decisions during and after project implementation, (c) policy and advisory notes required to inform sector decisions, and (d) gender-specific activities.
- C. *Capacity Building* across the energy sector agencies including, *inter alia*, in the following areas: energy sector planning, technical skills development, audit, compliance and gender.
- D. *Technical assistance and institutional capacity building to support an enabling environment for the clean cooking sector development*, including, *inter alia*:
 - (i) an awareness-raising and behavior change campaign;
 - (ii) market facilitation and policy and regulation review and improvement;
 - (iii) stove testing and product development;
 - (iv) monitoring and verification of the RBF-CCS Facility;
 - (v) innovations subgrant through competitive processes to support innovative technological, business, financing approaches with preferential support to female entrepreneurs ("Innovation Grants"); and
 - (vi) Incremental Operating Costs of EDCL for providing technical assistance for cooking sector development.

SCHEDULE 3 - FINANCING PLAN

PART I - FINANCING PLAN

The indicative financing plan for the project is the following

Activities	Source of funds	Estimate
Component 1. Increasing Access to Grid Electricity		
Grid access – World Bank and AFD sites	World Bank	90,000,000 USD
	AFD	78,000,000 EUR
Grid access – OPEC Fund and SFD sites	OPEC Fund and SFD districts	38,000,000 USD
Subtotal		213,432,639 USD
Component 2. Enhancing the Efficiency of Electricity Service		
Subtotal:		30,000,000 USD
Component 3. Increasing Access to Off-grid Electricity and Clean Cooking Solutions		
RBF for off-grid solar and cooking solutions.	World Bank	25,000,000 USD
RETF grant from the CCF	Clean Cooking Fund (CCF)	7,000,000 USD
Subtotal:		32,000,000
Component 4. Technical Assistance, Institutional Capacity Building and Implementation Support		
TA	World Bank	1,000,000 USD
Capacity building	World Bank	2,000,000 USD
Implementation Support	World Bank	4,000,000 USD
	AFD	2,000,000 EUR
RETF grant from the CCF	Clean Cooking Fund (CCF)	3,000,000 USD
Subtotal:		US\$12,190,100
Total:		US\$287,622,739

PART II - ELIGIBLE EXPENSES

Eligible expenses to proceeds of the Facility provided by the Borrower are the following expenses:

- Goods, works, non-consulting services, consulting services and Incremental Operating Costs under World Bank-AFD sites of Component 1 of the Project;
- Non-consulting services, consulting services, Training, Incremental Operating Costs under the following titles of Component 4 of the Project: Implementation Support, Capacity Building, TA.

The funds availed by AFD can be used to cover taxes of eligible expenses.

Under the IDA Financing Agreement, "Agreed AWPB" means the program of activities and budget under Part 1 (*Increasing Access to Grid Electricity*) and Part 4 (*Technical Assistance, Institutional Capacity Building and Implementation Support*) of the Project agreed each year between the Borrower and IDA for implementation during the following Fiscal Year, in accordance with Section I.A.1. of Schedule 2 of the IDA Financing Agreement, as the same may be revised from time to time in accordance with the said section of the IDA Financing Agreement.

(f) [if currency other than Euro] [●]
correspondent bank and account
number of the Borrower's bank:

7. This Drawdown Request is irrevocable.

8. We have attached to this Drawdown Request all relevant supporting documents specified in Clause 2.4 (*Conditions precedent*) of the Agreement:

[List of supporting documents]

Yours sincerely,

.....

Authorised signatory of Borrower

SCHEDULE 5B - FORM OF CONFIRMATION OF DRAWDOWN AND RATE

[on Agence Française de Développement letterhead]

To: [the Borrower]

Date: [●]

Ref: Drawdown Request n° [●] dated [●]

Borrower's Name – Credit Facility Agreement n°[●] dated [●]

Drawdown Confirmation n°[●]

Dear Sirs,

1. We refer to the Credit Facility Agreement n°[●] entered into between the Borrower and the Lender dated [●] (the "Agreement"). Capitalised words and expressions used but not defined herein have the meanings given to them in the Agreement.
2. By a Drawdown Request Letter dated [●], the Borrower has requested that the Lender makes available a Drawdown in the amount of EUR [●], pursuant to the terms and conditions of the Agreement.
3. The Drawdown which has been made available according to your Drawdown Request is as follows:
 - Amount: [●amount in words] ([●])
 - Applicable interest rate: [●percentage in words] ([●]%) per annum [equal to the aggregate of the six-month EURIBOR (equal to [●]% per annum) ¹ and the Margin] ²
 - Effective global rate (per annum)³: [●percentage in words] ([●]%)
 - Drawdown Date: [●]

For fixed-Interest Rate loans only

For information purposes only:

- Rate Setting Date: [●]
- Fixed Reference Rate: [●percentage in words] ([●]%) per annum
- Index Rate: [●percentage in words] ([●]%)
- Index Rate on the Rate Setting Date: [●].

¹ If the six-month EURIBOR is not available on the date of confirmation of drawdown due to the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark, the precise terms and conditions of replacement of such Screen Rate with a Replacement Benchmark and the related total effective rates will be communicated to the Borrower in a separate letter.

² To be deleted in case of fixed Interest Rate.

³ Periodic global effective rate to be provided also.

[It being specified that the above Interest Rate may vary in accordance with the provisions of clauses 4.1.1(i) (*Floating Interest Rate*) and 5.2 (*Replacement of a Screen Rate*) of the Agreement.]⁴

Yours sincerely,

.....

Authorised signatory of *Agence Française de Développement*

⁴ To be deleted in case of fixed Interest Rate.



SCHEDULE 5C - FORM OF RATE CONVERSION REQUEST

[on the Borrower's letterhead]

To: AGENCE FRANÇAISE DE DÉVELOPPEMENT

On: *[date]*

Borrower's Name – Credit Facility Agreement n°[●] dated [●]

Rate Conversion Request n°[●]

Dear Sirs,

1. We refer to the Credit Facility Agreement n°[●] entered into between the Borrower and the Lender dated [●] (the "Agreement"). Capitalised words and expressions used but not defined herein have the meanings given to them in the Agreement.
2. Pursuant to Clause 4.1.3 4.1.3 (i) (*Conversion from a floating Interest Rate to a fixed Interest Rate*) of the Agreement, we hereby request that you convert the floating Interest Rate of the following Drawdowns:

- *[list the relevant Drawdowns]*,

into a fixed Interest Rate in accordance with the terms of the Agreement.

3. This rate conversion request will be deemed null and void if the applicable fixed Interest Rate exceeds *[insérer pourcentage en lettres]* [●%].

Yours sincerely,

.....

Authorised signatory of Borrower

SCHEDULE 5D - FORM OF RATE CONVERSION CONFIRMATION⁵

[on Agence Française de Développement letterhead]

To: *[the Borrower]*

Date: *[●]*

Re: Rate Conversion Request n° *[●]* dated *[●]*

Borrower's Name – Credit Facility Agreement n°*[●]* dated *[●]*

Rate Conversion Confirmation n°*[●]*

Dear Sirs,

SUBJECT: Conversion from a floating Interest Rate to a fixed Interest Rate

1. We refer to the Credit Facility Agreement n°*[●]* entered into between the Borrower and the Lender dated *[●]* (the “**Agreement**”). Capitalised words and expressions used but not defined herein have the meanings given to them in the Agreement.
2. We refer also to your Rate Conversion Request dated *[●]*. We confirm that the fixed Interest Rate applicable to the Drawdown(s) referred to in your Rate Conversion Request delivered in accordance with Clause 4.1.3 (i) (*Conversion from a floating Interest Rate to a fixed Interest Rate*) of the Agreement is:
 - *[●]*% per annum.
3. This fixed Interest Rate, calculated in accordance with Clause 4.1.1 (*Selection of Interest Rate*) will apply to the Drawdown(s) referred in your Rate Conversion Request from *[●]* (effective date).
4. Further, we notify you that the effective global rate per annum of the Facility is *[●]*%;

Yours sincerely,

.....

Authorised representative of *Agence Française de Développement*

⁵ A supprimer si l'option 1 « Taux fixe uniquement » est retenue (article 4.1)

SCHEDULE 6 - ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

Refers to the Environmental and Social Commitment Plan prepared for the Project and published on the Co-Financier website during the Appraisal of the Project, or any subsequent agreed upon version and published on the Co-Financier website.

SCHEDULE 7 – FORM OF FOLLOW-UP REPORT OF THE PROJECT' INDICATORS

The follow-up of the project Indicators will be aligned with the Co-Financier Project Results Evaluation Framework for the Project, as reflected in the Project Appraisal Document of the Co-Financier for the Project, or any subsequent agreed upon version.

As a reference, the relevant PDO Indicators and the Intermediate Results for AFD supported activities under the Project are the following:

Monitoring & Evaluation Plan: PDO Indicators

Indicator Name	Definition Description	Frequency	Datasource	Methodology for D Collection	Responsibilit for D Collection
People provided with new or improved electricity service		Annual	For grid, EDCL PCU as connections are made. Verification reports submitted to the BRD PIU from off-grid service providers for disbursement of the RBF.	For grid, data collection by EDCL PCU as they distribute meters for connection. For off-grid, collection of verification reports from off-grid service providers for disbursement of the RBF.	For grid, EDCL PCU. For off-grid, BRD PIU.
Enterprises provided with new or improved electricity service	Enterprises provided with new or improved access to electricity Clinics,	Annual	EDCL PCU as connections are made	EDCL PCU as they distribute meters for connection	EDCL PCU
Public institutions (clinics, schools, and administrative centers) provided with new or improved electricity service	schools, and administrative centers provided with new or improved access to electricity	Annual	EDCL PCU as connections are made	EDCL PCU as they distribute meters for connection	EDCL PCU

[Handwritten signature and initials]

Monitoring & Evaluation Plan: Intermediate Results Indicators

Indicator Name	Definition/Description	Frequency	Data source	Methodology for Data Collection	Responsibility Data Collection
Households provided with new or improved access to grid electricity	Households provided with new or improved access to grid electricity	Annual	EDCL PCU	EDCL PCU as they distribute meters for connection	EDCL PCU
of which: female-headed households	this indicator evaluates if a minimum specified percentage of new connections are made to female-headed households	Annual	EDCL PCU	EDCL PCU as they distribute meters for connection	EDCL PCU
Kilometers of MV lines constructed under the project	This indicator outlines the number of kilometers of 30kV and 15kV lines constructed under the project, in aid of grid-connections of households, trade centres and public institutions.	Annual	EDCL PCU	Project progress reports from the contractors and project consultant	EDCL PCU
Kilometers of LV lines constructed under the project	This indicator outlines the number of kilometers of LV lines constructed under the project, in aid of grid-connections of households, trade centres and public institutions.	Annual	EDCL PCU	Project progress reports from contractors and project consultant	EDCL PCU
Distribution transformers installed	This indicator outlines the number of transformers installed under the project, in aid of grid-connections of households, trade centres and public institutions.	Annual	EDCL PCU	Project progress reports from contractors and project consultant	EDCL PCU
Share of female workers under contracts financed by Component 1	This indicator evaluates if the contractors undertaking the project work are employing a minimum specified percentage of female workers on the project work	Annual	EDCL PCU	Contracts signed by EDCL PCU under the component	EDCL PCU
Impact evaluation studies conducted for the project		After 3 years	EDCL	Through independently hired consultant	EDCL
REG publishes its annual customer satisfaction survey results		Annual	REG webs ite	n/a	EDCL PIU

**SCHEDULE 8 - INFORMATION THAT THE LENDER IS AUTHORIZED EXPRESSLY TO
DISCLOSE ON THE LENDER'S WEBSITE (IN PARTICULAR ON ITS OPEN DATA
PLATFORM)**

1. Information relating to the Project

- Number and name in AFD's book;
- Description;
- Operating sector;
- Place of implementation;
- Expected project starting date;
- Expected Technical Completion Date; and
- Status of implementation updated on a semi-annual basis.

2. Information relating to the financing of the Project

- Kind of financing (loan, grant, co-financing, delegated funds);
- Principal amount of the Facility;
- Total amount drawn on annual basis;
- Drawdown amounts planning on a three year basis; and
- Amount of the Facility which has been drawn down (updated as the implementation of the Project goes).

3. Other information

- Transaction information notice attached to this Schedule; and
- The summary of the Project evaluation, the content of which is defined in Article 11.12 "Project Evaluation".

Public Operation Communication note

Contribution to the national energy access program

I. Context and strategic stakes of the program

Over the past decade, Rwanda has made major progress in electrification, with a grid connection rate increasing from 6% in 2009 to 39% in 2020. This development is the result of a series of large-scale investment programs in grid extension, implemented by the government and financed by several partners, including the World Bank. The government wishes to continue these efforts by setting - through its national transformation strategy - a goal of universal access to electricity by 2024. The plan states that 52% of the households will be connected to the grid and the remaining 48% will be self-supplied by off-grid solutions. AFD has been invited, alongside other donors, to help finance the Universal Access to Energy Program in Rwanda (RUEAP). The program is fully in line with AFD's strategies and priorities. Indeed, energy is one of the four sectors identified by the Franco-Rwandan roadmap established in 2019. Moreover, energy transition is one of the six transitions supported by AFD

and access to energy is one of the three pillars of its strategy. The project is 100% compatible with the Paris Agreement and with the 100% social link commitment that underpin all actions of AFD. It will have a positive impact on gender, and help reduce greenhouse gas emissions.

II. Objectives and content of the program

The Rwanda Universal Energy Access Program (RUEAP) is the GoR's multi-donor program to achieve its objectives in terms of access to energy. It is structured around four components:

- Component 1: Increasing access to Grid Electricity ;
- Component 2: Enhancing the Efficiency of Electricity Services ;
- Component 3: Increasing Access to Off-grid Electricity and Clean Cooking Solutions ;
- Component 4: Technical Assistance, Institutional Capacity Building and Implementation Support.

AFD will contribute to the financing of the first component, dedicated to increase access to grid electricity. AFD funds will be earmarked more specifically for the western and northern regions of the country. The overall program and the first component in particular are built on the experience gained by Rwanda and the World Bank during previous interventions in the electricity sector.

III. Stakeholders and modus operandi

AFD will be involved through a project co-financing with the World Bank (EAQIP) coming within the scope of the RUEAP program. AFD's contribution to the program will be implemented by the World Bank in accordance with the framework agreement signed between the World Bank and AFD in June 2018 providing for the terms and costs of the delegation. The primary beneficiary will be the Republic of Rwanda, represented by MINECOFIN in the agreement. The funds will be on-lent by the Republic of Rwanda to EDCL, which will be the contracting authority for all activities financed by AFD. EDCL will award the contracts in accordance with the applicable World Bank rules. The assets will be transferred to EUCL at the end of the project. Payments will be made according to the expenditure as direct payments to providers or as revolving advances. Annual audits will be carried out.

IV. Cost and financing

AFD's financing for the program takes the shape of a concessional loan of 80 million euros for 20 years, alongside the 150 million dollars financing of the World Bank for the EAQIP project, within the framework of the multi-donors support to the sector with a global envelope of 687 million dollars.

V. Main expected effects

Electrification activities funded by AFD and the World Bank will connect approximately 230,000 households and 17,000 commercial consumers. The economic analysis of the transaction is favorable.

Inherently, electrification programs contribute to improve social and territorial inclusion. They allow the poorest households to access basic services, and contribute to their economic emancipation through the development of activities, thanks to electricity.

**SCHEDULE 9 - LIST OF ENVIRONMENTAL AND SOCIAL DOCUMENTS WHICH THE
BORROWER PERMITS TO BE DISCLOSED IN CONNECTION WITH ES COMPLAINTS-
MANAGEMENT MECHANISM'S RULES OF PROCEDURE**

- Environmental and Social Management Framework
- Resettlement Policy Framework
- Stakeholder Engagement Plan
- Labour Management Plan
- Site specific documents to be prepared for the sites funded by World Bank and AFD under Component 1 as required:
 - Environmental and Social Impact Assessments
 - Resettlement Management Plans
 - Environmental and Social Management Plans

SCHEDULE 10 - PERSONAL DATA PROTECTION

Each Party agree to comply with the regulation in force applicable to the processing of data, in particular the law n°75-17 dated 6 January 1978 as amended and updated, and the General Data Protection Regulation (EU) 2016/679 dated 27 April 2016 (hereinafter referred to as "**Applicable Data Protection Regulation**").

The personal data collected concern natural persons such as beneficial owners (shareholders, partners, beneficial owners, etc...), statutory representatives, agents of the Borrower including representatives and agents of the Lender (hereinafter referred to as collectively "**Natural Persons**" and individually as "**Natural Person**"). This collection and processing by the Lender, which is responsible for the processing is necessary for the internal management of this financing, the performance of the Agreement, compliance with legal and regulatory obligations and other purposes described for the Lender.

In order to fulfil the aforementioned purposes, the Lender may communicate only the personal data to:

- entities of the group to which the Lender belongs;
- service providers and subcontractors performing services on behalf of the Lender;
- commercial and banking partners;
- financial authorities, judicial or state agencies, public bodies upon request and within the limits permitted by regulation;
- certain regulated professions such as lawyers, notaries, auditors.

In the event of a transfer to a country outside of the European Economic Area, the personal data may be transferred to a country with an adequate level of protection recognised by the European Commission.

The data are kept for a period of 10 years as from the end of the Agreement.

It is the Borrower's duty to inform Natural Persons of the Lender's personal data policy.

To get a copy of the texts relating to the Applicable Data Protection Regulation, or to find out how to access these texts or for any question concerning to use of their data, Natural Persons may contact the Data Protection Officer, by email at the following address: informatique.libertes@afd.fr.

These personal data may give rise to the exercise of the right of access, rectification, deletion, processing limitation, portability, and the right to define guidelines applicable after the death of the Natural Person concerned, by email at the following address: informatique.libertes@afd.fr or on the aforementioned website.

The Natural Persons concerned can also object to the processing of their data collected for the purpose of commercial prospecting. Moreover, they are entitled to file a complaint with the competent supervisory authority such as the *Commission Nationale de l'Informatique et des Libertés en France*.

SCHEDULE 11 – AFD'S COVENANT OF INTEGRITY

Invitation of Bids/Proposals/Contract No. _____

To: _____

We declare and undertake that neither we nor anyone, including any member of our joint venture or any of our suppliers, contractors, sub-contractors, consultants, sub-consultants, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any activity prohibited under AFD's General Policy on Combatting Corruption, Fraud, Anti-Competitive Practices, Money Laundering and Terrorist Financing[1] ("AFD's General Policy") in connection with the present procurement process and (in case of award) the execution of the above-referenced contract ("Contract"), including any amendments thereto.

We acknowledge that AFD's participation in the financing of the Contract is subject to AFD's General Policy. As such, we acknowledge that AFD will not be able to participate in the financing of the Contract if we, including any member of our joint venture, or any of our suppliers, contractors, subcontractors, consultants or sub-consultants are ineligible as a result of a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or are on any of the following lists (AFD's Sanction Lists):

EU financial sanctions list https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_fr

French financial sanctions list http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste

EU commercial sanctions list https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-08-04.pdf

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the AFD to inspect all accounts, records, and other documents relating to the procurement process and/or Contract execution (in the case of award), and to have them audited by auditors appointed by the AFD.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the Contract.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of [2]: _____

Signature _____

Dated: _____

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 069/01 ryo ku wa 17/06/2021 ryemeza burundu Amasezerano y'inguzanyo hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni mirongo inani z'Amayero (80.000.000 EUR) agenewe umushinga wo kwegereza abaturatione amashanyarazi no kunoza ubuziranenge bwayo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 23 Mata 2021</p>	<p>Seen to be annexed to Presidential Order n° 069/01 of 17/06/2021 ratifying the Credit Facility Agreement between Agence Française de Développement and the Republic of Rwanda, relating to the credit of eighty million Euros (EUR 80,000,000) for energy access and quality improvement Project, signed at Kigali, Rwanda, on 23 April 2021</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 069/01 du 17/06/2021 ratifiant l'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de quatre-vingt millions d'Euros (80.000.000 EUR) pour le projet d'accès à l'énergie et d'amélioration de sa qualité, signé à Kigali, au Rwanda, le 23 avril 2021</p>
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Kigali, 17/06/2021

(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/Intumwa Nkuru ya Leta
Minister of Justice/Attorney General
Ministre de la Justice/Garde des Sceaux

<p>ITEKA RYA PEREZIDA N° 070/01 RYO KU WA 17/06/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) N'IMPANO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) AGENEWE UMUSHINGA WO KUGOBOKA MU BIHE BIDASANZWE BYATEWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 22 MATA 2021</p>	<p>PRESIDENTIAL ORDER N° 070/01 OF 17/06/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) AND TO THE GRANT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) FOR COVID-19 EMERGENCY RESPONSE PROJECT, SIGNED AT KIGALI, RWANDA, ON 22 APRIL 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 070/01 DU 17/06/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) ET AU DON DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) POUR LE PROJET D'INTERVENTION D'URGENCE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA, LE 22 AVRIL 2021</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> : Kwemeza burundu</p>	<p><u>Article One</u>: Ratification</p>	<p><u>Article premier</u> : Ratification</p>
<p><u>Ingingo ya 2</u> : Abashinzwe gushyira mu bikorwa iri teka</p>	<p><u>Article 2</u>: Authorities responsible for the implementation of this Order</p>	<p><u>Article 2</u> : Autorités chargées de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 3</u> : Igihe iri teka ritangirira gukurikizwa</p>	<p><u>Article 3</u>: Commencement</p>	<p><u>Article 3</u> : Entrée en vigueur</p>

<p>ITEKA RYA PEREZIDA N° 070/01 RYO KU WA 17/06/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) N'IMPANO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) AGENEWE UMUSHINGA WO KUGOBOKA MU BIHE BIDASANZWE BYATEWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 22 MATA 2021</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'ya 176;</p>	<p>PRESIDENTIAL ORDER N° 070/01 OF 17/06/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) AND TO THE GRANT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) FOR COVID-19 EMERGENCY RESPONSE PROJECT, SIGNED AT KIGALI, RWANDA, ON 22 APRIL 2021</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° 070/01 DU 17/06/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) ET AU DON DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) POUR LE PROJET D'INTERVENTION D'URGENCE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA, LE 22 AVRIL 2021</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>
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<p>Dushingiye ku Itegeko n° 29/2021 ryo ku wa 07/06/2021 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) n'impano ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanze byatwe na COVID-19, yashyirweho umukono i Kigali mu Rwanda, ku wa 22 Mata 2021;</p> <p>Tumaze kubona Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) n'impano ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanze byatwe na COVID-19, yashyirweho umukono i Kigali mu Rwanda, ku wa 22 Mata 2021;</p> <p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p> <p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>Pursuant to Law n° 29/2021 of 17/06/2021 approving the ratification of the Financing Agreement, between the Republic of Rwanda and the International Development Association, relating to the credit of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) and to the grant of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) for COVID-19 emergency response project, signed at Kigali, Rwanda, on 22 April 2021;</p> <p>Considering the Financing Agreement, between the Republic of Rwanda and the International Development Association, relating to the credit of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) and to the grant of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) for COVID-19 emergency response project, signed at Kigali, Rwanda, on 22 April 2021;</p> <p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and approval by the Cabinet meeting;</p>	<p>Vu la Loi n° 29/2021 du 17/06/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) et au don de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) pour le projet d'intervention d'urgence au COVID-19, signé à Kigali, au Rwanda, le 22 avril 2021;</p> <p>Considérant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) et au don de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) pour le projet d'intervention d'urgence au COVID-19, signé à Kigali, au Rwanda, le 22 avril 2021 ;</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>
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<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, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) n'impano ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanze byatewe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Mata 2021, 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'Ubuzima bashinzwe gushyira mu bikorwa iri teka.</p> <p><u>Ingingo ya 3: Igihe iri teka ritangirira gukurikizwa</u></p> <p>Iri teka ritangira gukurikizwa ku munsu ritangirijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</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, relating to the credit of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) and to the grant of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) for COVID-19 emergency response project, signed at Kigali, Rwanda, on 22 April 2021, 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 Health are entrusted with the implementation of this Order.</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>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, relatif au crédit de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) et au don de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) pour le projet d'intervention d'urgence au COVID-19, signé à Kigali, au Rwanda, le 22 avril 2021, 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 Etrangères et de la Coopération Internationale et le Ministre de la Santé sont chargés de l'exécution du présent arrêté.</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>
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Kigali, 17/06/2021

(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/Intumwa Nkuru ya Leta
Minister of Justice/Attorney General
Ministre de la Justice/Garde des Sceaux

<p>UMUGEREKA W'ITEKA RYA PEREZIDA N° 070/01 RYO KU WA 17/06/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBLIKA Y'U RWANDA N'IKIGEGA MPUZAMAHANGA GITSURA AMAJYAMBERE, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) N'IMPANO INGANA NA MILIYONI ICUMI N'IBIHUMBI MAGANA ATANU Z'AMADETESI (10.500.000 DTS) AGENEWE UMUSHINGA WO KUGOBOKA MU BIHE BIDASANZWE BYATEWE NA COVID-19, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 22 MATA 2021</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 070/01 OF 17/06/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE INTERNATIONAL DEVELOPMENT ASSOCIATION, RELATING TO THE CREDIT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) AND TO THE GRANT OF TEN MILLION FIVE HUNDRED THOUSAND SPECIAL DRAWING RIGHTS (SDR 10,500,000) FOR COVID-19 EMERGENCY RESPONSE PROJECT, SIGNED AT KIGALI, RWANDA, ON 22 APRIL 2021</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 070/01 DU 17/06/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'ASSOCIATION INTERNATIONALE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) ET AU DON DE DIX MILLIONS CINQ CENT MILLE DROITS DE TIRAGE SPÉCIAUX (10.500.000 DTS) POUR LE PROJET D'INTERVENTION D'URGENCE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA, LE 22 AVRIL 2021</p>
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**CREDIT NUMBER 6871 RW
GRANT NUMBER D805**

Financing Agreement

(Second Additional Financing for the COVID-19 Emergency Response Project)

between

REPUBLIC OF RWANDA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

**CREDIT NUMBER 6871 RW
GRANT NUMBER D805**

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 additional financing for the Original Project and activities related to the Original Project and for amending specific provisions of the Original Financing Agreement and the AF 1 Grant Agreement (as defined in the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

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

ARTICLE II — FINANCING

- 2.01. The Association agrees to extend to the Recipient a grant and a credit, which are deemed as Concessional Financing for purposes of the General Conditions (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):
 - (a) an amount equivalent to ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) ("Grant"); and
 - (b) an amount equivalent to ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) ("Credit").
- 2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Maximum Commitment Charge Rate is one-half of one percent (1/2 of 1%) per annum on the Unwithdrawn Financing Balance.
- 2.04. The Service Charge is three-fourths of one percent (3/4 of 1%) per annum on the Withdrawn Credit Balance.
- 2.05. The Payment Dates are June 1 and December 1 in each year.

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

ARTICLE III — PROJECT

- 3.01. The Recipient declares its commitment to the objective of the Project and the MPA Program. To this end, the Recipient shall cause the Project to be carried out by the Project Implementing Entity in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Additional Conditions of Effectiveness consist of the following:
- (a) the Recipient has prepared, adopted and disclosed an updated ESMF, in form and substance satisfactory to the Association; and
 - (b) the Recipient has recruited an environmental specialist as part of the RBC-SPIU as referred to in Section I, part A.4(a) of Schedule 2, with qualifications experience and under terms of reference satisfactory to the Association.
- 4.02. The Effectiveness Deadline is the date sixty (60) days after the Signature Date.
- 4.03. 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 V — REPRESENTATIVE; ADDRESSES

- 5.01. The Recipient's Representative is the Recipient's minister responsible for finance.
- 5.02. 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:

Telephone:
+250 25 257 7581

Fax:
+250 25 257 5756

E-mail:
mfin@minecofin.gov.rw

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- 5.03. 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

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AGREED as of the Signature Date.

REPUBLIC OF RWANDA

By



Authorized Representative

Name:

Dr. Uzziel Ndayishimiye

Title:

Minister

Date:

22/04/2021



INTERNATIONAL DEVELOPMENT ASSOCIATION

By



Authorized Representative

Name:

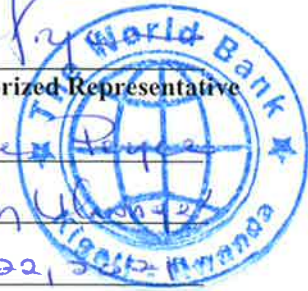
Rolando Ponce

Title:

Country Urban + 2

Date:

April 22, 2021



SCHEDULE 1

Project Description

The objective of the Project is to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness in the Republic of Rwanda.

The Project constitutes a phase of the MPA Program, and consists of the following parts under the Original Project modified as underlined below:

Part 1: Case Detection, Confirmation and Contact Tracing

Enhancing case detection, disease surveillance, sample collection and ensuring rapid laboratory diagnoses and carrying out contact tracing for COVID-19 and other disease outbreaks through financing and support for:

- (a) enhancement of case detection through: (i) screening travelers at ports of entry as well as in priority communities and targeted health facilities; (ii) diagnosing cases and referring them for treatment as needed; (iii) carrying out contact tracing to minimize risk of transmission; (iv) conducting risk assessments to identify hot spot areas of transmission and provide timely information to policymakers including digital maps that can help in visualization of transmission; and (v) carrying out multi-sectoral simulation exercises for COVID-19 and other disease outbreaks; and
- (b) strengthening the health system through; *inter alia*: (i) providing medical supplies and equipment (e.g. thermo scanners; test kits; drugs; lab equipment and supplies, personal protective equipment); (ii) Training and capacity building for frontline workers; and (iii) Operating Costs for rapid response teams and recruitment of additional personnel.

Part 2: Public Health Measures and Clinical Care Capacity

Strengthening of public health policies and measures and establishment of critical clinical care capacity including promotion of digital solutions through financing and support for:

- (a) public health policies regarding: (i) social distancing measures (such as restrictions on border crossings, work-at-home policies, restricting public gatherings); (ii) personal hygiene promotion, including handwashing and proper cooking; (iii) risk communication and community engagement using local channels to disseminate messages about the risks associated with COVID-19 and other disease outbreaks and applying innovative digital solutions such as mobile apps for sending out messages;

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- (iv) production and dissemination of communication materials (including in digital form) and national and local campaigns to raise awareness; and
 - (v) enhancement of data analytics capability to improve targeting and measure effectiveness;
- (b) provision of clinical care through: (i) establishment of isolation capacity at a selected number of national and district hospitals including the rehabilitation of existing structures and leveraging of isolation units established for other infectious diseases; (ii) providing health personnel with appropriate protective equipment and hygiene materials; (iii) support for provision of medical and laboratory equipment and supplies, waste management equipment and supplies and video conferencing equipment for tele-medicine; (iv) minor civil works (mainly refurbishments); and (v) including recruitment of additional clinical personnel;
 - (c) purchase of Project COVID-19 Vaccines including assistance to support the Recipient's advance purchase mechanisms;
 - (d) deployment Project COVID-19 Vaccines including support for: (i) Training of health providers, and other personnel responsible for the delivery, storage, handling, transportation, tracking and safety of Project COVID-19 vaccines; (ii) conducting assessments to inform the deployment of Project COVID-19 vaccines; (iii) strengthening the policy environment through production of guidelines, standard operating procedures and protocols; (iv) reinforcing the regulatory capacity of the Rwanda FDA to expedite the registration and approval processes in line with acceptable procedures and requirements; (v) planning and coordination of the Project COVID-19 vaccine deployment; and (vi) strengthening health care waste management and occupational health;
 - (e) vaccine communication campaign including support to the PIE to: (i) conduct well targeted communication campaigns to increase awareness, foster demand, and address hesitancy through mass media, social media and community outreach campaigns; (ii) track and monitor correct knowledge of COVID-19 vaccines, and identify views, perceptions, attitudes in order to continually improve implementation strategies and tailor communications; and (iii) facilitate citizen engagement mechanisms for feedback, accountability, grievance, citizen and community engagement;
 - (f) screening high-risk groups through support for: (i) conducting community sensitization and mobilization to encourage people to be screened and vaccinated; (ii) screening for conditions that elevate the risk of COVID-19; and (iii) referral and initial treatment for these conditions; and

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- (g) oxygen therapy through purchase of: (i) basic respiratory therapy equipment and supplies that support climate safe technologies; and (ii) climate-smart technologies for district hospitals located in remote, rural areas and medicalized health centers operating in high population density locations.

Part 3: Implementation Management and Monitoring and Evaluation

Financing and support for:

- (a) Project management including (i) strengthening of public structures for the coordination and management of the Project, including central and local (decentralized) arrangements for the coordination of Project activities (this will include support for the COVID-19 Incident Management System Coordination Structure); (ii) the carrying out of financial management and procurement requirements of the Project; (iii) Project coordination activities; and
- (b) monitoring and evaluation of the Project including: (i) assessment of implementation progress and review of operational plans; (ii) technical assistance; (iii) COVID-19 vaccination specific monitoring and evaluation, including: (A) training CHWs on surveillance activities and related COVID-19 testing; (B) strengthening capacity of districts and sectors to conduct vaccine related surveillance activities; (C) conducting disease surveillance to monitor the impact of the vaccination program and make corrections during implementation; (D) monitoring coverage and safety; (E) evaluating effectiveness and impact; and (F) providing vaccination certificates to all people vaccinated.

Part 4: Contingency Emergency Response Component (CERC)

Providing immediate response to an Eligible Emergency, as needed.

Part 5: Protecting Essential Health Services

Strengthening and protecting essential health and nutrition services through financing and support for:

- (a) outreach activities and catch up campaigns for immunization and reproductive, maternal and child health services;
- (b) nutrition commodities;
- (c) organizing transport systems for patients and health providers;

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- (d) Performance-based Payments to Eligible Community-based Health Workers (CHWs) to incentives CHWs to enhance awareness, mobilize the population and conduct basic screening for both reproductive, maternal, newborn and child health (RMNCH) and COVID-19;
- (e) building capacity of health providers and CHWs to use innovative technologies and approaches for delivering essential health services;
- (f) testing a new multi-disciplinary competence-based approach to the delivery of services by CHWs;
- (g) strengthening the health resources tracking system and promote interoperability for improved data visualization and analytics and enhanced data for decision making, including Geographical Information System tools;
- (h) screening for chronic conditions (such as hypertension and diabetes) using innovative strategies that leverage RMNCH services, including during community mobilization campaigns, couple screening during antenatal care visits or pre-conception care visits and/or workplace programs; and
- (i) performing periodic monitoring of the impact of COVID-19 on essential health and nutrition services and institutionalize the production of monthly and quarterly reporting.

SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements.

1. **Ministry of Health (MoH).** The Recipient shall designate the MoH with overall oversight, responsibility for providing policy and strategic advice for the Project.
2. **Coronavirus National Joint Taskforce**
 - (a) The Recipient shall maintain, at all times during the implementation of the Project, the Coronavirus National Joint Taskforce (the “Taskforce”), with composition, powers, functions, facilities and other resources satisfactory to the Association.
 - (b) The Taskforce shall coordinate the national response and provide strategic guidance during Project implementation. The Taskforce shall be assisted by an expert advisory team and the COVID-19 Command Post.
3. **COVID-19 Command Post**
 - (a) The Recipient shall maintain, at all times during the implementation of the Project, the COVID-19 Command Post (the “Command Post”), with composition, powers, functions, facilities and other resources satisfactory to the Association.
 - (b) The Command Post shall report to the Taskforce with respect to overall workplan implementation status, results framework update, procurement plan status, risk management plan and escalate implementation bottlenecks for prompt decision and recommendation of remedial actions by the Taskforce.
 - (c) The planning cell of the Command Post shall also: (i) review the Project Reports which shall be approved by the Command Post coordinator, (ii) approve the work plan and budget for the Project, and (iii) monitor performance and budget execution.
4. **Rwanda Biomedical Center**
 - (a) The Recipient shall maintain throughout Project implementation the Rwanda Biomedical Center Single Project Implementation Unit (“RBC-SPIU”), with adequate resources and facilitation, key staff holding such qualifications and under terms of reference acceptable to the Association,

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such staff to include a designated project focal point, a dedicated procurement specialist, financial management specialist or accountant, social risks management specialist and an environmental risks management specialist and any other technical and fiduciary specialists as may be agreed with the Association in the future and as further detailed in the Project Implementation Manual ("PIM").

- (b) Without prejudice to paragraph 4(a) above, the Recipient shall cause RBC to, within sixty (60) days after the Effective Date, recruit within the RBC-SPIU, on a full-time basis, one social specialist to work in collaboration with the environment and social risks management staff at the MoH and at RBC.
- (c) The RBC-SPIU shall be responsible for: (i) overall Project management; (ii) financial management under the Project; including flow of funds to different stakeholders; (iii) procurement of goods, medical and laboratory equipment and supplies; (iv) securing consultant services; (v) oversight of social and environmental risks management; and (vi) perform such other functions as may be further detailed in the PIM.

B. Implementation Covenants

1. Project Implementation Manual (PIM)

- (a) The Recipient shall:
 - (i) no later than thirty (30) days after the Effective Date, prepare a revised and updated project implementation manual containing detailed arrangements and procedures for implementation of the Project including *inter alia*: (A) administration and coordination; (B) monitoring and evaluation; (C) financial management, procurement and accounting procedures; (D) environmental and social risks management; (E) corruption and fraud mitigation measures; (F) a grievance redress mechanism; (G) Personal Data collection and processing in accordance with the Ministry of Health's Standard Operating Procedures for Management of Routine Health Information at Referral/Provincial and District Hospitals (Public and Privates) and in accordance with good international practice (including Personal Data in connection with distribution or delivery of vaccines and monitoring vaccination activities); (H) roles and responsibilities for Project implementation; and (I) such other arrangements and procedures as shall be required for the effective implementation of the Project;

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- (ii) furnish to and exchange views with the Association on such manual promptly upon its preparation, and consequently adopt such manual as shall have been approved in writing by the Association; and
- (iii) thereafter implement the Project in accordance with the requirements set forth in the PIM.
- (b) The PIM shall not be amended, abrogated or any provision thereof waived unless the Association has provided its prior written 'no-objection'.
- (c) In the event of any conflict between the provisions of the PIM and those of this Agreement, the provisions of this Agreement shall prevail.

2. **Vaccine Delivery and Distribution Manual**

- (a) Without limitation on paragraph 1, part B above, in order to ensure adequate implementation of Part 2 (c) to (g) of the Project, the Recipient shall within thirty (30) days after the Effective Date prepare and adopt, a manual for COVID-19 Vaccine delivery and distribution ("Vaccine Delivery and Distribution Manual"), in form and substance satisfactory to the Association, which shall include:
 - (i) rules and procedures for prioritizing intra-country vaccine allocation following principles established in the WHO Fair Allocation Framework, including an action plan setting out the timeline and steps for implementing such rules;
 - (ii) rules and procedures establishing minimum standards for vaccine management and monitoring, including medical and technical criteria, communications and outreach plan, cold chain infrastructure, and other related logistics infrastructure;
 - (iii) vaccine distribution plan, including action plan setting out timeline and steps for immunization;
 - (iv) vaccine safety monitoring, the management of adverse events following immunization (AEFI) and injection safety; and
 - (v) procedures, protocols and measures to ensure that the Recipient's vaccine program does not include forced vaccination.
- (b) Without limitation on paragraph 1, part B above, the Recipient shall carry out the Project in accordance with this Agreement and the Vaccine Delivery and Distribution Manual. Except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive

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the provisions of the Vaccine Delivery and Distribution Manual without prior approval of the Association.

- (c) In the event of any conflict between the provisions of the Vaccine Delivery and Distribution Manual and this Agreement, the provisions of this Agreement shall prevail.

3. Standards for COVID-19 Vaccine Approval

All Project COVID-19 Vaccines shall satisfy the Vaccine Approval Criteria.

4. Work Plans and Budget

- (a) The Recipient shall no later than thirty (30) days after the Effective Date:
 - (i) prepare and furnish to the Association a proposed work plan and budget (WPB) for Project implementation setting forth: (A) a detailed description of the planned activities, including any proposed conferences and Training, under the Project for the period covered by the plan; (B) the sources and proposed use of funds therefor; (C) procurement and environmental and social risks management arrangements therefor, as applicable; and (D) responsibility for the execution of said Project activities, budgets, start and completion dates, outputs and monitoring indicators to track progress of each activity; (ii) taking into account the Association's comments, finalize the plan and furnish it to Association for its approval; and (iii) adopt the plan as shall have been approved by the Association.
- (b) The Recipient shall ensure that the Project is implemented in accordance with the WPB.
- (c) The Recipient shall not make or allow to be made any change to the WPB without prior agreement in writing by the Association.
- (d) In the event of any conflict between the WPB and the provisions of this Agreement, the provisions of this Agreement shall prevail.

5. Use of Military and Security Actors

- (a) All activities carried out by the Rwanda National Police or any other security/military forces of the Recipient ("Security Actors") under the Project shall be under the control of the MoH and shall be undertaken exclusively for the purposes related to the Project. All goods, works, services, Operating Costs and training financed by the Financing proceeds may be used by the Security Actors under the direction and control of MoH and strictly in accordance with the PIM and other arrangements or protocols that the Association may require for carrying out these activities.

- (b) Except as the Association may otherwise agree, the Recipient shall ensure that the ownership of any assets generated, goods procured, and works constructed by the Security Actors out of the Financing proceeds shall be transferred to, or shall vest, with the MoH or the Project Implementing Entity or any equivalent or appropriate line ministry or agency agreed with the Association.

C. Contingent Emergency Response

1. In order to ensure the proper implementation of contingent emergency response activities under Part 4 of the Project ("Contingent Emergency Response Part"), the Recipient shall ensure that:
 - (a) a manual ("CERC Manual") is prepared and adopted in form and substance acceptable to the Association, which shall set forth detailed implementation arrangements for the Contingent Emergency Response Part, including: (i) any structures or institutional arrangements for coordinating and implementing the Contingent Emergency Response Part; (ii) specific activities which may be included in the Contingent Emergency Response Part, Eligible Expenditures required therefor ("Emergency Expenditures"), and any procedures for such inclusion; (iii) financial management arrangements for the Contingent Emergency Response Part; (iv) procurement methods and procedures for the Contingent Emergency Response Part; (v) documentation required for withdrawals of Financing amounts to finance Emergency Expenditures; (vi) a description of the environmental and social assessment and management arrangements for the Contingent Emergency Response Part; and (vii) a template Emergency Action Plan;
 - (b) the Emergency Action Plan is prepared and adopted in form and substance acceptable to the Association;
 - (c) the Emergency Response Part is carried out in accordance with the CERC Manual and the Emergency Action Plan; provided, however, that in the event of any inconsistency between the provisions of the CERC Manual or the Emergency Action Plan and this Agreement, the provisions of this Agreement shall prevail; and
 - (d) neither the CERC Manual or the Emergency Action Plan is amended, suspended, abrogated, repealed or waived without the prior written approval by the Association.
2. The Recipient shall ensure that the structures and arrangements referred to in the CERC Manual are maintained throughout the implementation of the Contingent

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Emergency Response Part, with adequate staff and resources satisfactory to Association.

3. The Recipient shall ensure that:
 - (a) the environmental and social instruments required for the Contingent Emergency Response Part are prepared, disclosed and adopted in accordance with the CERC Manual and the ESCP, and in form and substance acceptable to the Association; and
 - (b) the Contingent Emergency Response Part is carried out in accordance with the environmental and social instruments in a manner acceptable to the Association.
4. Activities under the Contingency Emergency Response Part shall be undertaken only after an Eligible Crisis or Emergency has occurred.

D. Environmental and Social Standards.

1. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan ("ESCP"), in a manner acceptable to the Association. To this end, the Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

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4. The Recipient shall, and shall cause the Project Implementing Entity to, ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, *inter alia*: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Recipient shall, and shall cause the Project Implementing Entity to, establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Recipient, through the MoH or Project Implementing Entity and the Security Actors as relevant, shall take the following measures related to the use of security or military personnel for provision of security to Project assets (including the Project COVID-19 Vaccines) and the transportation of Project COVID-19 Vaccines, in a manner satisfactory to the Association:
 - (a) adopt and enforce standards, protocols and codes of conduct for the selection and use of security or military personnel, and screen such personnel to verify that they have not engaged in past unlawful or abusive behavior, including sexual exploitation and abuse (SEA), sexual harassment (SH) or excessive use of force;
 - (b) ensure that such personnel are deployed in accordance with the relevant requirements of ESSs and the ESCP;
 - (c) ensure that such personnel is adequately instructed and trained, prior to deployment and on a regular basis, on the use of force and appropriate conduct (including in relation to civilian-military engagement, SEA and

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SH, and other relevant areas), as set out in the PIM, ESMF and Security Management Plan;

- (d) ensure that the stakeholder engagement activities under the Stakeholder Engagement Plan include a communication strategy on the involvement of security or military personnel under the Project; and
- (e) ensure that any concerns or grievances regarding the conduct of such personnel are received, monitored, documented (taking into account the need to protect confidentiality), resolved through the Project's grievance mechanism; and reported to the Association no later than two (2) days after being received.

Section II. Project Monitoring, Reporting and Evaluation

The Recipient shall furnish to the Association each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the calendar quarter. Except as may otherwise be explicitly required or permitted under this Agreement or as may be explicitly requested by the Association, in sharing any information, report or document related to the activities described in Schedule 1 of this Agreement, the Recipient shall ensure that such information, report or document does not include Personal Data.

Section III. Withdrawal of the Proceeds of the Financing

A. General

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

Category	Amount of the Credit Allocated (expressed in SDR)	Amount of the Grant Allocated (expressed in SDR)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods, works, non-consulting services, and consulting services for the Project (except	10,500,000	10,500,000	100%

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Part 5 of the Project)			
(2) Emergency Expenditures	0		100%
TOTAL AMOUNT	10,500,000	10,500,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:
 - (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed SDR 2,100,000 from the Grant and SDR 2,100,000 from the Credit may be made for payments made prior to this date but on or after February 22, 2021, for Eligible Expenditures; or
 - (b) under Category 2 for Emergency Expenditures, unless and until all of the following conditions have been met in respect of said expenditures:
 - (i) (A) the Recipient has determined that an Eligible Crisis or Emergency has occurred, and has furnished to the Association a request to withdraw Financing amounts under Category 2; and (B) the Association has agreed with such determination, accepted said request and notified the Recipient thereof; and
 - (ii) the Recipient has adopted the CERC Manual and Emergency Action Plan, in form and substance acceptable to the Association.
2. The Closing Date is June 30, 2023.

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SCHEDULE 3

Repayment Schedule

Date Payment Due	Principal Amount of the Credit repayable (expressed as a percentage)*
On each June 1 and December 1, commencing June 1, 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. “AF 1 Grant Agreement” means the Grant Agreement for the first additional financing for the for the COVID-19 Emergency Response Project dated December 6, 2020 between the Recipient and the Association, acting as responding agency of the Pandemic Emergency Financing Facility.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “CERC Manual” means the manual referred to in Section I, part C.1(a) of Schedule 2 to this Agreement, as such manual may be updated from time to time with the agreement of the Association, and which is an integral part of the PIM.
5. “Contingent Emergency Response Part” means any activity or activities to be carried out under Part 4 of the Project to respond to an Eligible Crisis or Emergency.
6. “COVID-19” means the coronavirus disease caused by the 2019 novel coronavirus (SARS-CoV-2).
7. “Eligible CHWs” means community-based health workers that meet the respective eligibility criteria and conditions specified in the manual to be prepared by the Recipient for management of the Performance-based Payments under Part 5(d) of the Project.
8. “Eligible Crisis or Emergency” means an event that has caused, or is likely to imminently cause, a major adverse economic and/or social impact to the Recipient, associated with a natural or man-made crisis or disaster.
9. “Emergency Expenditures” means any of the eligible expenditures set forth in the CERC Manual referred to in Section I, part C.1(a) of Schedule 2 to this Agreement and required for the Contingent Emergency Response Part.
10. “Emergency Action Plan” means the plan referred to in Section I, part C.1(b) of Schedule 2 to this Agreement, detailing the activities, budget, implementation plan, and monitoring and evaluation arrangements, to respond to the Eligible Crisis or Emergency.

11. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated March 19, 2021, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Recipient shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
12. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Association.
13. “ESMF” means the Environmental and Social Management Framework prepared and adopted by the Recipient for the Original Project and as updated for this Project, satisfactory to the Association, disclosed in-country, and the Association’s website, setting out the principles, rules, guidelines and procedures to screen and assess the potential adverse environmental and social risks and impacts (including health and safety issues) of Project activities, adopt measures to avoid, reduce, mitigate or offset environmental and social adverse risks and impacts, procedural, budget and institutional arrangements and actions needed to implement these measures, and information on the agency or agencies responsible for addressing the Projects’ risks and impacts; as well as for the preparation of environmental and social management plans, as such framework may be amended by the Recipient from time to time, with the prior written agreement of the Association.
14. “General Conditions” means the “International Development Association General Conditions for IDA Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020).
15. “Ministry of Health” or “MoH” means the Recipient’s ministry responsible for health.

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16. “MPA Program” means the multiphase programmatic approach program designed to assist countries in their efforts to prevent, detect and respond to the threat posed by COVID-19 and strengthen national systems for public health preparedness.
17. “Operating Costs” means the reasonable incremental expenses incurred by the Recipient, based on the Work Plan and Budget, on account of Project implementation, including costs related to audits, office equipment and supplies, vehicle operation and maintenance, shipping costs, office rentals, communication and insurance costs, office administration costs, bank charges, utilities, transport costs, travel, per diem and supervision costs, and salaries of contracted personnel, including reasonable hazard/indemnity pay, but excluding salaries of officials of the Recipient’s civil service.
18. “Original Financing Agreement” means the financing agreement for the COVID-19 Emergency Response Project between the Recipient and the Association dated April 9, 2020.
19. “Original Project” means the Project described in Schedule 1 to the Original Financing Agreement.
20. “Performance-based Payments” means the payments provided to Eligible CHWs under Part 5(d) of the Project in accordance with the eligibility criteria and conditions specified in the manual to be prepared by the Recipient for management of these payments for the purpose of incentivizing CHWs to enhance awareness, mobilize the population and conduct basic screening for both reproductive, maternal, newborn and child health (RMNCH) and COVID-19.
21. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
22. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
23. “Project COVID-19 Vaccine” means a vaccine for the prevention of COVID-19, authorized by the Recipient’s national regulatory authority for distribution, marketing and administration within the territory of the Recipient, and acquired or deployed under the Project; “Project COVID-19 Vaccines” means the plural thereof.

24. "Project Implementing Entity" or "PIE" means the Rwanda Biomedical Center.
25. "Rwanda Biomedical Center" or "RBC" means the Rwanda Biomedical Center (RBC) established and operating pursuant to Law N° 013/2019 of 30/06/2019 governing Rwanda Biomedical Centre; or any successor thereto acceptable to the Association.
26. "Rwanda FDA" means the Rwanda Food and Drugs Authority established pursuant to the Recipient's Law N° 003/2018 of 09/02/2018 establishing the Rwanda Food and Drugs Authority; or any successor thereto acceptable to the Association.
27. "Rwanda National Police" means the organ in charge of the safety and security of people and their properties and which has jurisdiction over the entire territory of the Republic of Rwanda as established and organized pursuant to Law N°46/2010 of 14/12/2010.
28. "RBC-SPIU" means the single project implementation unit established within the Rwanda Biomedical Center and referred to in Section I.A.2(a) of Schedule 2 to this Agreement."
29. "Security Management Plan" means the document to prepared and adopted by the Recipient, satisfactory to the Association, disclosed in-country, and the Association's website, setting out the principles, rules, guidelines and procedures on how and by whom security will be managed and delivered, the resources required, and the behavior that is expected of security personnel, responsibilities, as well as the security risks related to security personnel behavior and impacts on communities as outlined in ESS4, as such document may be amended by the Recipient from time to time, with the prior written agreement of the Association.
30. "Signature Date" means the later of the two dates on which the Recipient and the Association signed this Agreement and such definition applies to all references to "the date of the Financing Agreement" in the General Conditions.
31. "Stakeholder Engagement Plan" means the document to be prepared and adopted by the Recipient, satisfactory to the Association, disclosed in-country, and the Association's website, setting out the principles, rules, guidelines, procedures and timing of engagement with stakeholders throughout the life cycle of the Project as agreed between Association and the Recipient, and also describing the range and timing of information to be communicated to project-affected parties and other interested parties, as well as the type of information to be sought from them, as such document may be amended by the Recipient from time to time, with the prior written agreement of the Association.

32. “Training” means the reasonable costs associated with training under the Project, based on the Work Plan and Budget, and attributable to study tours, training courses, seminars, workshops and other training activities, not included under service providers’ contracts, including costs of training materials, space and equipment rental, travel, accommodation and *per diem* costs of trainees and trainers, trainers’ fees, and other training related miscellaneous costs.
33. “Vaccine Approval Criteria” means that the Project COVID-19 Vaccine: (a) has been approved by three (3) Stringent Regulatory Authorities (including by Emergency Use Authorization) in three (3) Regions; or (b) has received the WHO Prequalification and has been approved by one (1) Stringent Regulatory Authority (including by Emergency Use Authorization); or (c) has met such other criteria as may be agreed in writing between the Recipient and the Association.
34. “Vaccine Delivery and Distribution Manual” means the Borrower’s manual referred to in Section I, part B.2 of Schedule 2 to this Agreement, as the same may be amended from time to time with the Association’s prior written approval.

Section II. Amendments to Original Financing Agreement and AF 1 Grant Agreement

- A. The Original Financing Agreement is hereby amended as follows:
 1. The Project description in Schedule 1 to the Original Financing Agreement is amended by replacing it with the Project description as reflected in Schedule 1 to this Agreement.
 2. Section II, part B of Schedule 2 of the Original Financing Agreement is amended by inserting the provisions part B.2 and B.3 of this Agreement immediately after part B.1 of the Original Financing Agreement and re-numbering the rest of part B of the Original Financing Agreement accordingly.
 3. Section III, part B.2 of Schedule 2 to the Original Financing Agreement is amended by replacing it with the following provision:

“The Closing Date is June 30, 2023.”
 4. The Appendix to the Original Financing Agreement is amended by replacing it with the Appendix as reflected in this Agreement.
- B. The AF 1 Grant Agreement is hereby amended as follows:
 1. The Project description in Schedule 1 to the AF 1 Grant Agreement is amended by replacing it with the Project description as reflected in Schedule 1 to this Agreement.

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2. The table in Section III, part A.1 of Schedule 2 of the AF 1 Grant Agreement is replaced with the following table:

Category	Amount of the Grant Allocated (expressed in USD)	Percentage of Expenditures to be Financed (inclusive of Taxes)
(1) Goods and Operating Costs under Part 1(b)(i) of the Project	942,857	100%
TOTAL AMOUNT	\$942,857	

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida 070/01 ryo ku wa 17/06/2021 ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega Mpuzamahanga gitsura Amajyambere, yerekeranye n'inguzanyo ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) n'impano ingana na miliyoni icumi n'ibihumbi magana atanu z'Amadetsi (10.500.000 DTS) agenewe umushinga wo kugoboka mu bihe bidasanzwe byatewe na COVID-19, yashyiriweho umukono i Kigali mu Rwanda, ku wa 22 Mata 2021</p>	<p>Seen to be annexed to Presidential Order n° 070/01 of 17/06/2021 ratifying the Financing Agreement, between the Republic of Rwanda and the International Development Association, relating to the credit of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) and to the grant of ten million five hundred thousand Special Drawing Rights (SDR 10,500,000) for COVID-19 emergency response project, signed at Kigali, Rwanda, on 22 April 2021</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 070/01 du 17/06/2021 ratifiant l'Accord de financement entre la République du Rwanda et l'Association Internationale de Développement, relatif au crédit de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) et au don de dix millions cinq cent mille Droits de Tirage Spéciaux (10.500.000 DTS) pour le projet d'intervention d'urgence au COVID-19, signé à Kigali, au Rwanda, le 22 avril 2021</p>
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Kigali, 17/06/2021

(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/Intumwa Nkuru ya Leta
Minister of Justice/Attorney General
Ministre de la Justice/Garde des Sceaux