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Ibirimo/Summary/Sommaire

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A. Amategeko/Laws/Lois

N° 041/2021 ryo ku wa 05/08/2021

Itegeko ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi, yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe guhangana n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu mujyi mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 14 Gicurasi 2021.....5

N° 041/2021 of 05/08/2021

Law approving the Ratification of the Financing Agreement between the Republic of Rwanda and the Nordic Development Fund (NDF), relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali flood control and integrated urban catchment under second Rwanda urban development project (RUDP II), signed at Kigali, Rwanda on 14 May 2021.....5

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N° 042/2021 ryo ku wa 05/08/2021

Itegeko ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubufaransa na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni zirindwi n'ibihumbi magana cyenda na mirongo irindwi n'icyenda na magana ane n'icyenda z'Amayero (7.979.409 EUR) n'impano ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n'atandatu

z'Amayero (2.396.936 EUR) agenewe umushinga wo kugurira ibigo by'ubuvuzi bya Leta y'u Rwanda ibikoresho by'ubuvuzi na serivisi zijyanye na byo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 28 Gicurasi 202146

N° 042/2021 of 05/08/2021

Law approving the ratification of the Financial Protocol between the Government of the French Republic and the Government of the Republic of Rwanda, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and to the grant of two million three hundred ninety-six thousand nine hundred thirty-six Euros (EUR 2,396,936) for the supply of medical equipment and associated services to public healthcare institutions in Rwanda project, signed at Kigali, Rwanda, on 28 May 2021.....46

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N° 043/2021 ryo ku wa 05/08/2021

Itegeko ryemera kwemeza burundu Amasezerano y'impano, hagati ya Repubulika y'u Rwanda na Agence Francaise de Developpement (AFD), yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero (1.050.000 EUR) yo gushyigikira ishyingira mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga gahunda y'ISONGA, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 27 Gicurasi 2021.....64

N° 043/2021 of 05/08/2021

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N° 044/2021 ryo ku wa 05/08/2021

Itegeko ryemera kwemeza burundu Amasezerano y'inguzanyo, hagati ya Repubulika y'u Rwanda na Agence Francaise de Developpement (AFD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Gicurasi 2021.....111

N° 044/2021 of 05/08/2021

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N° 044/2021 du 05/08/2021

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 soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda le 27 Mai 2021111

B. Amateka ya Perezida/Presidential Orders/Arrêtés Présidentiels

N° 088/01 ryo ku wa 05/08/2021

Iteka rya Perezida ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'Uburayi, yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe guhangana n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu mujyi mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda (RUDP II), yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Gicurasi 2021183

N° 088/01 of 05/08/2021

Presidential Order ratifying the Financing Agreement between the Republic of Rwanda and the Nordic Development Fund, relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali Flood Control and Integrated Urban Catchment Management under Second Rwanda Urban Development Project (RUDP II), signed at Kigali, Rwanda, on 14 May 2021183

N° 088/01 du 05/08/2021

Arrêté Présidentiel ratifiant l'Accord de financement entre la République du Rwanda et le Fonds Nordique de Développement, relatif au crédit de quatre millions d'Euros (4.000.000 EUR) et au don de deux millions d'Euros (2.000.000 EUR) pour le contrôle des inondations de Kigali et le captage urbain intégré dans le cadre du deuxième projet de développement urbain du Rwanda (RUDP II), signé à Kigali, au Rwanda, le 14 mai 2021183

N° 089/01 ryo ku wa 05/08/2021

Iteka rya Perezida ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubufaransa, yerekeranye n'inguzanyo ingana na miliyoni zirindwi n'ibihumbi magana cyenda na mirongo irindwi n'icyenda na magana ane n'icyenda z'Amayero (7.979.409 EUR) n'impano ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n'atandatu z'Amayero (2.396.936 EUR) agenewe umushinga wo kugurira ibigo by'ubuvuzi bya Leta y'u Rwanda ibikoresho by'ubuvuzi na serivisi zijyanye na byo, yashyiriweho umukono i Kigali, ku wa 28 Gicurasi 2021225

N° 089/01 of 05/08/2021

Presidential Order ratifying the Financial Protocol between the Government of the Republic of Rwanda and the Government of the French Republic, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and the grant of two million three hundred ninety-six thousand nine hundred thirty-six (EUR 2,396,936) for the project of supply of medical equipment and associated services to public healthcare institutions in Rwanda, signed in Kigali, on 28 May 2021225

N° 089/01 du 05/08/2021

Arrêté Présidentiel ratifiant le Protocole financier entre le Gouvernement de la République du Rwanda et le Gouvernement de la République française, relatif au prêt de sept millions neuf cent soixante-dix-neuf mille quatre cent neuf Euros (7.979.409 EUR) et au don de deux millions trois cent quatre-vingt-seize mille neuf cent trente-six Euros (2.396.936 EUR) pour le projet de fourniture d'équipements médicaux et de services associés aux établissements publics de santé au Rwanda, signé à Kigali, le 28 mai 2021225

N° 090/01 ryo ku wa 05/08/2021

Iteka rya Perezida ryemeza burundu Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero (1.050.000 EUR) yo gushyigikira ishyirwa mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga gahunda y'ISONGA, yashyiriweho umukono i Kigali, ku wa 27 Gicurasi 2021243

N° 090/01 of 05/08/2021

Presidential Order ratifying the Financing Agreement between the Agence Française de Développement and the Republic of Rwanda, relating to the grant of one million fifty thousand Euros (EUR 1,050,000) for the support for the implementation of the new sport school policy and financing of the ISONGA program, signed at Kigali, on 27 May 2021 ..243

N° 090/01 du 05/08/2021

Arrêté Présidentiel ratifiant l'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don d'un million cinquante mille Euros (1.050.000 EUR) pour l'appui à la mise en œuvre de la nouvelle politique scolaire sportive et le financement du programme ISONGA, signé à Kigali, le 27 mai 2021243

N° 091/01 ryo ku wa 05/08/2021

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 itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Gicurasi 2021290

N° 091/01 of 05/08/2021

Presidential Order ratifying the Credit Facility Agreement, between the Agence Française de Développement and the Republic of Rwanda, relating to the credit of sixty million Euros (EUR 60,000,000) for the support to the COVID-19 Health and Social Protection Response Plan, signed at Kigali, Rwanda, on 27 May 2021290

N° 091/01 du 05/08/2021

Arrêté Présidentiel ratifiant l'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda, le 27 mai 2021.....290

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<p>Twebwe, KAGAME Paul, Perezida wa Repubulika ;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République ;</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>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>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p>
<p>INTEKO ISHINGA AMATEGEKO:</p>	<p>THE PARLIAMENT:</p>	<p>LE PARLEMENT :</p>

<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 21 Nyakanga 2021;</p> <p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavugururwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi, yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe guhangana n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu mujyi mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 14 Gicurasi 2021;</p> <p>YEMEJE:</p> <p><u>Ingingo va mbere:</u> Kwemera Kwemeza burundu</p> <p>Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi, yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe</p>	<p>The Chamber of Deputies, in its sitting of 21 July 2021;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Financing Agreement, between the Republic of Rwanda and the Nordic Development Fund (NDF), relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali flood control and integrated urban catchment under second Rwanda urban development project (RUDP II), signed at Kigali, Rwanda on 14 May 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 Nordic Development Fund (NDF), relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali flood control and</p>	<p>La Chambre des Députés, en sa séance du 21 juillet 2021;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176 ;</p> <p>Après examen de l'Accord de financement entre la République du Rwanda et le Fonds Nordique de Développement, relatif au crédit de quatre millions d'Euros (4.000.000 EUR) et au don de deux millions d'Euros (2.000.000 EUR) pour le contrôle des inondations de Kigali et le captage urbain intégré dans le cadre du deuxième projet de développement urbain du Rwanda, signé à Kigali, au Rwanda le 14 mai 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 le Fonds Nordique de Développement, relatif au crédit de quatre millions d'Euros (4.000.000 EUR) et au don de deux millions d'Euros (2.000.000 EUR) pour le contrôle des inondations de Kigali et</p>
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<p>guhanga n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu mujyi mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 14 Gicurasi 2021, ari ku mugereka, yemerewe kwemezwa burundu.</p> <p><u>Ingingo ya 2: Itegurwa, isuzumwa n'itorwa by'iri tegeko</u></p> <p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p> <p><u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u></p> <p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>integrated urban catchment under second Rwanda urban development project (RUDP II), signed at Kigali, Rwanda on 14 May 2021, in annex, is approved for ratification.</p> <p><u>Article 2: Drafting, consideration and adoption of this Law</u></p> <p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p> <p><u>Article 3: Commencement</u></p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>le captage urbain intégré dans le cadre du deuxième projet de développement urbain du Rwanda, signé à Kigali, au Rwanda le 14 mai 2021, en annexe, est approuvé pour ratification.</p> <p><u>Article 2: Initiation, examen et adoption de la présente loi</u></p> <p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p> <p><u>Article 3: Entrée en vigueur</u></p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEGEKO N° 041/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE CY'IBIHUGU BY'AMAJYARUGURU Y'I BURAYI, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ENYE Z'AMAYERO (4.000.000 EUR) N'IMPANO INGANA NA MILIYONI EBYIRI Z'AMAYERO (2.000.000 EUR) AGENEWE GUHANGANA N'IMYUZURE MURI KIGALI NO GUHUZA IMIYOBORO Y'AMAZI YO MU MUJYI MU RWEGO RW'UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJI MU RWANDA, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA KU WA 14 GICURASI 2021</p>	<p>ANNEX TO LAW N° 041/2021 OF 05/08/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE NORDIC DEVELOPMENT FUND (NDF), RELATING TO THE CREDIT OF FOUR MILLION EUROS (EUR 4,000,000) AND TO THE GRANT OF TWO MILLION EUROS (EUR 2,000,000) FOR KIGALI FLOOD CONTROL AND INTEGRATED URBAN CATCHMENT UNDER SECOND RWANDA URBAN DEVELOPMENT PROJECT (RUDP II), SIGNED AT KIGALI, RWANDA ON 14 MAY 2021</p>	<p>ANNEXE À LA LOI N° 041/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DEVELOPPEMENT, RELATIF AU CREDIT DE QUATRE MILLIONS D'EUROS (4.000.000 EUR) ET AU DON DE DEUX MILLIONS D'EUROS (2.000.000 EUR) POUR LE CONTRÔLE DES INONDATIONS DE KIGALI ET LE CAPTAGE URBAIN INTÉGRÉ DANS LE CADRE DU DEUXIÈME PROJET DE DÉVELOPPEMENT URBAIN DU RWANDA, SIGNÉ À KIGALI, AU RWANDA LE 14 MAI 2021</p>
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NDF C118/C119

FINANCING AGREEMENT

Kigali Flood Control and Integrated Urban Catchment Management

under

Second Rwanda Urban Development Project (RUDP II)

between

the

REPUBLIC OF RWANDA

and

NORDIC DEVELOPMENT FUND

Dated _____

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FINANCING AGREEMENT

Between the **REPUBLIC OF RWANDA** (the "Beneficiary") and **NORDIC DEVELOPMENT FUND** (the "Fund" or "NDF").

WHEREAS

- a) the Fund was established as a Nordic multilateral development financing institution pursuant to a ratified agreement between the Governments of Denmark, Finland, Iceland, Norway and Sweden for the purpose of promoting economic and social development in developing countries through participation in financing on concessional terms of projects of interest to the Nordic Countries;
- b) the Beneficiary, having satisfied itself of the feasibility and priority of the Second Rwanda Urban Development Project (RUDP II) mentioned in Annex 1 to this Agreement (the "Lead Agency Project"), has requested the Fund to assist in the financing of the Kigali Flood Control and Integrated Urban Catchment Management components of the Lead Project ("NDF Project") through a credit and a grant;
- c) the Beneficiary has on 12 November 2020 entered into agreements with the International Development Association and the International Bank for Reconstruction and Development (collectively "World Bank") as Lead Agency to assist in the financing of the Lead Agency Project;
- d) the Fund and the Lead Agency will cooperate and exchange information during the implementation of the Lead Agency Project and the NDF Project in accordance with a co-operation agreement between them as of 19 April, 2012,
- e) the NDF Project will be carried out by the Rwanda Environment Management Authority (REMA) (the "Executing Agency") in collaboration with the City of Kigali, Rwanda Resources Board (RWB), the Ministry in charge of Emergency Management, Rwanda Meteorology Agency, Rwanda's Green Fund (FONERWA) and Development Bank of Rwanda (the "Partner Agencies"). The Beneficiary will make the proceeds of the Financing (as defined in Article I) available to the Executing Agency as provided for in this Agreement;
- f) the Beneficiary and the Fund have entered into an agreement on the legal status of the Fund in the Republic of Rwanda on 4 October 2004;
- g) the Fund has agreed, on the basis, inter alia, of the foregoing, to extend the Financing to the Beneficiary upon the terms and conditions set forth in this Agreement;

NOW IT IS AGREED:

ARTICLE I

Definitions

1.01 Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the Preamble to this Agreement have the meanings set forth therein, and the following additional terms have the following meanings:

"Agreement" means this particular financing agreement, including all annexes, schedules and agreements supplemental hereto, as such agreement may be amended from time to time;

"Anticorruption Policy" means NDF's Policy on Anticorruption and Integrity, as in effect at any given time;

"Banking Day" means, in relation to any place where transactions under this Agreement have to be carried out, a day on which commercial banks in such place are neither required nor authorised to be closed;

"Closing Date" means the date after which the right of the Beneficiary to make drawdowns under this Agreement may be terminated by the Fund, such date being specified in section 2.09;

"Contractor" means a consultant, supplier of goods, contractor of works and/or provider of services for the Project, selected and employed or contracted in accordance with this Agreement;

"Constituent Documents" mean the Agreement between Denmark, Finland, Iceland, Norway and Sweden concerning the Nordic Development Fund of 9 November 1998 and thereto related Statutes and the Host Country Agreement between the Government of Finland and the Nordic Development Fund of 15 October 2013. These documents are available on NDF's website, www.ndf.int;

"Credit" means the credit provided for in this Agreement, any part thereof or any outstanding amount thereof as the context requires;

"Disbursement Deadline Date" means the date three (3) months after the Closing Date, which is the final date on which the Fund will accept disbursement requests;

"Disbursement Instructions" mean NDF Disbursement Instructions, as in effect at any given time;

"Dollar(s)", "USD" and the sign "\$" mean the lawful currency of the United States of America;

"Eligible Expenditure" means, except as otherwise provided in this Agreement, an expenditure incurred prior to or on the Closing Date in respect of the reasonable cost of goods, works and services required and procured for the NDF Project and to be financed by means of the Financing, all in accordance with the provisions of this Agreement as outlined in Annex 3 or otherwise agreed between the parties to this agreement, provided however

that a payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations shall not be an Eligible Expenditure;

"Executing Agency" means the Rwanda Environment Management Authority (REMA);

"EUR" and the sign "€" mean euro, the lawful currency of the member states of the European Union that have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law;

"Financing" means the Credit and the Grant funds provided for in this Agreement or any outstanding amount thereof, as the context requires;

"Gender Equality Policy" means NDF's Gender Equality Policy, as in effect at any time;

"Grant" means the grant provided for in this Agreement or any part thereof, as the context requires;

"Lead Agency" means the World Bank

"Lead Agency Project" means the activities to be financed by the proceeds of the financing contracts between the Beneficiary and Lead Agency as of 12 November 2020

"NDF Environmental and Social Policy and Guidelines" means NDF's Environmental and Social Policy and Guidelines, as in effect at any time

"Payment Date" means each of May 15 and November 15 in each calendar year. In the event that a Payment Date would otherwise fall on a day that is not a Banking Day, such Payment Date shall instead be the next succeeding Banking Day;

"Partner Agencies" means the City of Kigali, Rwanda Water Resources Board (RWB), Ministry of Infrastructure, the Ministry in charge of Emergency Management, Rwanda Meteorology Agency, Rwanda's Green Fund (FONERWA) and the Development Bank of Rwanda;

"Policy on Access to Information" means NDF's Policy on Access to Information, as in effect at any time;

"Policy on Taxes" means NDF Operational Policy on Taxes, as in effect at any given time;

"Prohibited Practices" means corrupt, fraudulent, collusive, coercive and obstructive practices, as defined in the Anticorruption Policy;

"NDF Project" means the activities to be financed by the proceeds of the Grant and the Credit, as specified in Annex 1 to this Agreement;

"Special Account" means an account opened by the Beneficiary or Executing Agency in accordance with the Disbursement Instructions for the purpose of receiving and administering a Special Advance disbursement;

"Taxes" includes imposts, levies, fees and duties of any nature, whether in effect at the date of this Agreement or imposed thereafter;

"Tenderer" means a firm or other type of entity, association of firms or entities, or an individual who submits or has submitted a proposal or a bid for the supply of goods, construction of works or provision of services for the Project.

ARTICLE II

The Credit and the Grant

Disbursements

2.01 The Fund agrees to lend to the Beneficiary, on the terms and subject to the conditions set forth or referred to herein, an amount of up to EUR 4,000,000 (four million euros) (the "Credit").

2.02 The Fund agrees to extend to the Beneficiary, on the terms and subject to the conditions set forth or referred to herein, an amount of up to EUR 2,000,000 (two million euros) in the form of a non-recoverable grant (the "Grant").

2.03 The Beneficiary shall be entitled to draw down the Financing in accordance with the provisions of this Agreement and the Disbursement Instructions, for the purpose of paying Eligible Expenditures. The Beneficiary shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Financing in accordance with Section 8.03 and Annexes 1, 2 and 3 of this Agreement.

2.04 The proceeds of the Credit may be used to finance the reasonable costs of Taxes levied by, or in the territory of, the Beneficiary on or in respect of Eligible Expenditures, or on the importation, manufacture, procurement or supply of goods, works and services for such Eligible Expenditures. If the Fund at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Fund may, by notice to the Beneficiary, adjust the percentage of such expenditures to be financed out of the proceeds of the Credit.

2.05 No amount of the Grant shall be drawn or be applied, directly or indirectly, on account of any Taxes levied by, or in the territory of, the Beneficiary on goods or services, or on the procurement, manufacture, importation or supply thereof.

2.06 No amount of the Financing shall be drawn or be applied, directly or indirectly, on account of payments made prior to the date of this Agreement, unless the Fund shall agree otherwise.

2.07 Disbursements under the Financing shall be made subject to:

(a) the conditions precedent specified in Article III having been, and remaining, fulfilled to the Fund's satisfaction;

(b) in the case of Special Account or Special Advance, the Fund having received and accepted all documentation required for these disbursement methods, as set out in the Disbursement Instructions;

(c) receipt by the Fund of (i) a disbursement request, with supporting documentation, acceptable to the Fund submitted by or on behalf of the Beneficiary, or (ii) in the case of Special Account, a payment request submitted by the third party to whom the Special Commitment was provided by the Fund.

2.08 Each disbursement shall be made on a date determined by the Fund. Unless the Beneficiary has requested disbursement on a specified later date, disbursement will normally be made not later than thirty (30) calendar days after NDF's receipt of the disbursement request, provided that all conditions precedent to disbursement set out in Article III hereof have been fulfilled and remain fulfilled.

2.09 The Closing Date under this Agreement shall be 31 December, 2025, which is aligned with the Lead Agency's closing date of the Lead Agency Project or such later date as the Fund shall establish.

ARTICLE III

Conditions Precedent to Disbursement

3.01 Unless otherwise agreed, the making of disbursements from the Financing shall be subject to the conditions precedent that:

- (a) this Agreement is in full force and effect, and no event, which would entitle the Fund to suspend disbursements under this Agreement, shall have occurred and be continuing;
- (b) a grant agreement, a loan agreement, and a financing agreement between the Lead Agency and the Beneficiary for the Lead Agency Project have been signed and become effective;
- (c) the Beneficiary has taken or caused to be taken all actions necessary or advisable to enable the Beneficiary to receive the Financing and to perform its obligations hereunder, including obtaining all required exemptions, consents and permits; and
- (d) the Fund has received and accepted
 - (i) a legal opinion showing that this Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Beneficiary and is legally binding upon the Beneficiary in accordance with its terms;
 - (ii) if requested by the Fund, further evidence satisfactory to it that the execution and delivery of this Agreement on behalf of the Beneficiary has been duly authorised by all necessary authorities;

- (iii) evidence satisfactory to the Fund of the authority of the person or persons authorised to sign disbursement requests and the authenticated specimen signature of any such person;
- (iv) evidence satisfactory to the Fund that other financing contemplated for the NDF Project has been obtained, and that conditions precedent to the effectiveness of such financing have been met; and
- (v) certified copies of implementation agreements, acceptable to the Fund, whereby the Recipient makes the Financing available to the Partner Agencies;
- (vi) any other documentation the Fund reasonably requests relating to the execution of this Agreement or the implementation of the NDF Project.

3.02 All documentation to be delivered to the Fund in accordance with this Article III shall be in English, or if in another language, complemented by an official translation in English.

ARTICLE IV

Charges

4.01 (a) The Beneficiary shall pay to the Fund a commitment charge on the undisbursed amount of the Credit at the rate of 0.5% per annum.

(b) The commitment charge shall accrue from the date 12 months after the date of this Agreement to the respective dates on which amounts are either disbursed or cancelled.

4.02 The Beneficiary shall pay to the Fund a service charge at the rate of 0.75% per annum on the Credit outstanding at any time.

4.03 Commitment charges and service charges shall be paid semi-annually in arrears on the applicable Payment Dates, and shall be computed on the basis of a 360-day year of twelve 30-day months.

ARTICLE V

Repayment

5.01 The Beneficiary shall repay the disbursed principal amount of the Credit in semi-annual instalments commencing on the first Payment Date in 2027 and ending on the last Payment Date in 2058. The instalments payable shall be 3.125% per annum of the principal amount.

5.02 Notwithstanding the above, the Beneficiary shall have the right to repay one or more instalments in advance of maturity, provided that after such prepayment, no portion of the principal amount of the Credit maturing after the prepaid portion shall remain outstanding.

ARTICLE VI

Currency Provisions Payments by the Beneficiary Taxes and Restrictions

6.01 The proceeds of the Financing shall be disbursed in a freely convertible currency with reference to EUR in accordance with Section 6.03 hereof.

6.02 The Beneficiary shall pay the principal of, and service and commitment charges on, the Credit in EUR.

6.03 Whenever it shall be necessary for the purpose of this Agreement to determine the value of one currency or unit of account with reference to another currency or unit of account as of a given date, such value shall be as reasonably determined by the Fund in consultation with the beneficiary.

6.04 Payments by the Beneficiary shall be made on the due date in immediately available funds to such account as may be notified to the Beneficiary by the Fund.

6.05 All payments made by the Beneficiary under this Agreement shall be made free of restrictions and without deduction of any kind, including deductions for any Taxes imposed by or in the territory of the Beneficiary. However, if the Beneficiary shall be compelled by any law or regulation to comply with such restrictions or to make or suffer deductions, and as a result thereof the Fund would not receive payment in full as contemplated in this Agreement, the Beneficiary shall pay such higher amounts as may be necessary to ensure that the net amounts received by the Fund will equal the amounts payable under this Agreement.

6.06 The Beneficiary shall pay or cause to be paid any Taxes levied under the laws of the Beneficiary and any fees on or in connection with the execution, issue, delivery or registration of, or payments under, this Agreement.

6.07 The liability of the Beneficiary to effect payment of the principal amount of and charges on the Credit and of any other amount to be paid under this Agreement on the due dates, shall not be conditional upon performance by a Contractor, Executing Agency, Partner Agencies or any co-operating party and shall not be affected in any way by any claim which the Beneficiary may have or might consider that it has against a Contractor, Executing Agency, Partner Agencies or any co-operating party as aforesaid, or by any other reason whatsoever.

ARTICLE VII
Co-operation and Information
Beneficiary's Undertakings and Representations

7.01 The Beneficiary represents that this Agreement has been duly authorised, and has been duly executed, signed and delivered on behalf of the Beneficiary and is legally binding upon the Beneficiary in accordance with its terms and conditions.

7.02 The Beneficiary and the Fund shall co-operate fully to ensure that the purpose of the Financing will be accomplished. To that end, each of them shall furnish to the other party all such information as it shall reasonably request with regard to the general status of the Financing and the NDF Project.

7.03 The Beneficiary shall promptly inform the Fund of (i) any condition which interferes or threatens to interfere with the accomplishment of the purpose of the Financing (including substantial increase in the costs of the NDF Project), and (ii) any event which with the lapse of time or otherwise would entitle the Fund to suspend disbursements under this Agreement.

7.04 The Beneficiary shall include all amounts due and payable, or to fall due and payable, to the Fund during each fiscal year in its annual budget for such year.

7.05 The Beneficiary represents that its obligations of payment under this Agreement constitute general and unconditional obligations that rank and will rank at least *pari passu* with all other present and future unsecured, unsubordinated obligations of the Beneficiary, with the exception only of certain obligations which are mandatorily preferred by laws of general application.

7.06 The Beneficiary recognises that the Fund follows policies similar to other multilateral financial institutions as regards project execution and debt service obligations of its Beneficiaries and Borrowers, including the policy of non-participation in debt rescheduling.

7.07 (a) The Beneficiary undertakes to comply with and ensure that the NDF Project is implemented in accordance with the Anticorruption Policy, the NDF Environmental and Social Policy and Guidelines and Gender Equality Policy including making the Executing Agency and Partner Agencies aware of the applicability of the Anticorruption Policy.

(b) The Beneficiary undertakes to take all necessary action to prevent, counteract and detect Prohibited Practices, as defined in the Anticorruption Policy, within its territory and to pursue, by all appropriate means, any such practices whenever identified.

(c) The Beneficiary undertakes to promptly inform the Fund of any allegation or finding of Prohibited Practices, in connection with the NDF Project or with the use of the proceeds of the Financing.

(d) Recognising the close alignment of the NDF Project with the Lead Agency Project, the Beneficiary undertakes to extend the applicable World Bank Environmental and Social Framework policies and guidelines, including but not limited to the Environmental and Social Management Framework, and the Resettlement Policy Framework to the NDF Project and develop site-specific instruments for the NDF Project accordingly.

(d) The Beneficiary acknowledges that the Fund reserves the right to investigate, directly or through any agent appointed by the Fund, any Prohibited Practices relating to the NDF Project or the use of the proceeds of the Financing and undertakes to a) introduce corresponding provisions in its contracts with Contractors, the Executing Agency and Partner Agencies, and b) cooperate in any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

ARTICLE VIII

Execution of the NDF Project

8.01 The Beneficiary shall take or cause to be taken all actions which shall be necessary to execute the NDF Project with due diligence and efficiency and in conformity with appropriate administrative, financial, technical, social, environmental and climate change mitigation and adaptation standards and practices, in accordance with this Agreement. These practices also include transparency in NDF Project operations and wide and easy access to public information on the NDF Project. In particular, the Beneficiary shall make available to the public: (i) NDF Project-related safeguards assessments and plans related to environment, resettlement; (ii) audited annual financial statements for the NDF Project; (iii) procurement plans; and (iv) results of procurement procedures.

8.02 For the purposes of ensuring the efficient and effective carrying out of the NDF Project, the Beneficiary shall maintain, at all times during the implementation of the NDF Project, implementation structures within the Executing Agency with functions and resources satisfactory to the Fund, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Fund.

8.03 (a) The Beneficiary shall ensure that the proceeds of the Financing shall be used only for the financing of Eligible Expenditures for the NDF Project or, as applicable, NDF Project component(s) for which the Financing is extended. Procurement of the goods, works and services required for the NDF Project and to be financed out of the proceeds of the Financing shall be governed by the provisions of Annexes 1, 2 and 3 to this Agreement.

(b) The Beneficiary shall ensure that in respect of procurement of goods, works and services for the NDF Project, invitations to tender as well as contracts shall, respectively, include clauses that give the Beneficiary, the buyer, and the Fund the right to (i) demand investigations of the tenderer's/Contractor's books by independent auditors for the purpose of ascertaining whether or not Prohibited Practices have taken place, (ii) reject any tender and cancel any procurement contract in case any Prohibited Practices have taken place in connection with the procurement procedure related to the contract or the execution thereof, (iii) claim compensation for the damage or loss arising from any such rejection of tender or

cancellation of contract, and (iv) exclude the tenderer/Contractor, either indefinitely or for a certain period of time, from competing for and participating in the execution of contracts in the territory of the Beneficiary.

8.04 The Beneficiary shall ensure that the NDF Project is carried out in accordance with the arrangements and procedures set out in its Project Operation Manual ("POM") prepared in cooperation with the relevant Partner Agencies (provided, however, that in the event of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, or any other arrangements and procedures communicated in writing by the Fund to the Beneficiary, the provisions of this Agreement, or any other such arrangements and procedures as communicated in writing by the Fund, shall prevail).

8.05 In addition to the proceeds of the Financing, the Beneficiary shall make available or cause to be made available promptly when needed, all other funds that are required for the execution of the NDF Project (including any funds that may be required to meet any increase in cost).

8.06 The Beneficiary shall insure or cause to be insured, or make adequate provision for the insurance of, the imported goods to be financed out of the proceeds of the Financing against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation. Any indemnity for such insurance shall be payable in a freely usable currency to replace or repair such goods.

8.07 The Beneficiary shall:

(i) maintain or cause to be maintained records and procedures adequate to record and monitor the progress of the NDF Project (including its cost and the benefits to be derived from it), to identify the goods, works and services and investments financed out of the proceeds of the Financing and to disclose their use in the NDF Project;

(ii) ensure that such records mentioned in (i) above are retained until at least one year following receipt by the Fund of the final audited financial statements of the NDF Project or two years after the Closing Date; and

(iii) enable representatives appointed by the Fund to visit any facilities and construction sites included in the NDF Project and to examine the goods, works and services and investments financed out of proceeds of the Financing and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Beneficiary under this Agreement.

8.08 The Beneficiary shall furnish or cause to be furnished to the Fund as follows:

(i) the Beneficiary shall ensure that the Fund is furnished, not later than June 1 of each fiscal year of the Beneficiary (or such later date as the Fund may agree) during the implementation of the NDF Project for the Fund's no-objection, a consolidated Annual Work Plan and Budget ("AWPB") containing all NDF Project activities and Eligible Expenditures proposed to be included in the NDF Project in the Beneficiary's following fiscal year, including the Fund's, the Beneficiary's and other possible financiers respective shares in the cost of the AWPB;

(ii) the Beneficiary shall ensure that the NDF Project is implemented in accordance with the AWPB (provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail) and shall provide, promptly as needed, its share of the NDF Project financing as specified in the AWPB;

(iii) the Beneficiary shall not make or allow to be made any change to the AWPB without prior no-objection in writing by the Fund;

(iv) at a minimum semi-annually, reports on the implementation of the NDF Project including, inter alia, information on the accomplishment of the targets and actions set out in Annex 1 to this Agreement, including the logical framework where relevant, and on the operation and management of the NDF Project facilities, if relevant, as well as reasonably detailed information concerning the use of proceeds of Financing, the budgeted and actual cost of the NDF Project, the budgeted and actual expenditure of the contracts financed by the Financing, and the goods services and investments financed out of such proceeds;

(v) a copy of the audited annual financial statements of the NDF Project, or, as the NDF Project is a part of the larger Lead Agency Project, a copy of the audited financial statements for that project, provided such financial statements also include information on the Financing;

(vi) if so requested by the Fund, audited financial statements of the use of the Financing, in form and substance acceptable to the Fund, prepared by an independent auditor for the preceding financial year. The cost of such audit may be covered by proceeds of the Financing. If sufficient Financing proceeds are not available, the Fund and the Beneficiary shall agree on how to finance the audit;

(vii) promptly after completion of the NDF Project, but in any event not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Beneficiary and the Fund, a reasonably detailed report, in form and substance acceptable to the Fund, on the use of the proceeds of the Financing, the execution of the Project and the results derived and to be derived from it; and

(viii) any other information the Fund shall reasonably request relating to the NDF Project or the proceeds of the Financing.

8.09 All reports shall be provided electronically unless otherwise requested by the Fund, and shall be provided in English.

8.10 Ownership, title and industrial and property rights in the results of the implementation of the NDF Project and the reports and other related documents shall be vested in the Beneficiary, Executing Agency or as otherwise agreed between the parties. Notwithstanding the foregoing, the Beneficiary shall ensure that the Fund shall have the right to use free of charge and as it sees fit, all documents deriving from the implementation of the NDF Project, whatever their form, provided that such use does not breach any existing industrial and/or intellectual property rights.

ARTICLE IX

Cancellation and Suspension

9.01 The Beneficiary may by notice to the Fund cancel any undisbursed amount of the Financing in respect of which the Beneficiary has not submitted a disbursement request prior to the giving of such notice. Unless the Fund shall otherwise agree, such notice of cancellation shall be irrevocable.

9.02 The Fund may, by notice to the Beneficiary, suspend in whole or in part the right of the Beneficiary to draw down the Financing if any of the following events of suspension shall have occurred and be continuing:

- (a) The Beneficiary shall have failed to make payment of principal, charges or any other amount due to the Fund under this Agreement or under any other grant, credit or guarantee agreement between the Beneficiary and the Fund.
- (b) The Beneficiary shall have failed to perform any other obligation under this Agreement.
- (c) The Beneficiary shall have failed to perform any of its obligations (other than payment obligations) under any credit or grant or other financing agreement with the Fund, which gives the Fund the right to suspend in whole or in part the right of the Beneficiary to make drawings under such agreement.
- (d) The Fund shall have suspended in whole or in part the right of the Beneficiary to make drawings under any other grant or credit agreement with the Fund because of a failure by the Beneficiary to perform any of its obligations under such agreement.
- (e) As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Project can be carried out or that the Beneficiary will be able to perform its obligations under this Agreement.
- (f) A representation made by the Beneficiary in or pursuant to this Agreement, or any statement furnished in connection therewith, and intended to be relied upon by the Fund in extending the Financing, shall have been incorrect in any material respect.
- (g) The Beneficiary has failed to pay any of its external debt to a multilateral financial institution.
- (h) The Fund shall have determined, with respect to the NDF Project or any investment or contract to be financed in full or in part out of the proceeds of the Financing, that Prohibited Practices were engaged in by representatives of the Beneficiary or any other beneficiary or potential beneficiary of the Financing during the procurement of goods

and services, consultant selection or the execution of a contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to remedy the situation; or the Fund shall have determined that the procurement of any goods or services to be financed out of the proceeds of the Financing is inconsistent with the relevant procedure agreed on between the Beneficiary and the Fund.

- (i) Payments to the Beneficiary are prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

9.03 Furthermore, the Fund may, by notice to the Beneficiary, suspend in whole or in part the right of the Beneficiary to draw down the Financing if

- (a) the right of the Beneficiary to draw down the proceeds of any grant or credit made to the Beneficiary for financing of the NDF Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing therefor, or
- (b) any such credit shall have become due and payable prior to the agreed maturity thereof.

However, the Fund's right to suspension under this Clause 9.03 shall not apply if the Beneficiary establishes to the satisfaction of the Fund that a) such suspension, cancellation, termination or prematuring is not caused by the failure of the Beneficiary to perform any of its obligations under such agreement; and b) adequate funds for the NDF Project are available to the Beneficiary from other sources on terms and conditions consistent with the obligations of the Beneficiary under this Agreement.

9.04 The right of the Beneficiary to draw down the Financing shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist, unless the Fund shall have notified the Beneficiary that the right to draw down has been restored in whole or in part, as the case may be.

9.05 The Fund may, by notice to the Beneficiary, terminate the right of the Beneficiary to draw down the undisbursed amount of the Financing if

- (a) the conditions precedent have not been fulfilled 180 calendar days after the date of this Agreement,
- (b) the right of the Beneficiary to draw down the Financing shall have been suspended with respect to any amount of the Financing for a continuous period of thirty days,
- (c) at any time, the Fund determines, after consultation with the Beneficiary, that an amount of the Financing will not be required to finance the NDF Project's costs to be financed out of the proceeds of the Financing,
- (d) at any time the Fund determines, with respect to any contract or investment to be financed in full or in part out of the proceeds of the Financing, that Prohibited Practices were engaged in by representatives of the Beneficiary or any other beneficiary or potential beneficiary of the Financing during the

procurement of goods and services, consultants' selection or the execution of a contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to remedy the situation, or
(e) after the Closing Date, an amount of the Financing shall remain undrawn. Upon the giving of such notice, such amount of the Financing shall be cancelled.

9.06 Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article 9.

ARTICLE X

Acceleration of Maturity

10.01 If any of the following events would occur and continue for the period specified below, if any, then at any subsequent time during the continuance thereof, the Fund, at its option, may by notice to the Beneficiary declare the principal of the Credit then outstanding to be due and payable immediately together with the charges thereon, and upon any such declaration such principal amount, together with such charges, shall become due and payable immediately:

(a) A default has occurred in the payment of principal or any other payment required under this Agreement and such default has continued for a period of thirty (30) days.

(b) A default has occurred in the payment by the Beneficiary of principal or any other amount due to the Fund under any other grant, credit or guarantee agreement between the Beneficiary and the Fund and such default has continued for a period of thirty (30) days.

(c) A default has occurred in the performance of any other obligation on the part of the Beneficiary under this Agreement, and such default has continued for a period of sixty (60) days after notice thereof shall have been given by the Fund to the Beneficiary.

(d) An event specified in paragraph (e), (f) or (g) of Section 9.02 of this Agreement has occurred and continued for a period of sixty (60) days after notice thereof shall have been given by the Fund to the Beneficiary.

(e) The event specified in clause b of Section 9.03 of this Agreement has occurred in a manner giving the Fund the right to suspension of disbursement

ARTICLE XI
Enforceability and Arbitration
Failure to Exercise Rights
Waiver of Immunity

11.01 The rights and obligations of the Beneficiary and the Fund under this Agreement shall be valid and enforceable in accordance with the terms hereof notwithstanding the law of any state or political subdivision thereof to the contrary. Neither the Beneficiary nor the Fund shall be entitled in any proceeding under this Article to assert any claim that any provision of this Agreement is invalid or unenforceable because of any provision of the Constituent Documents of the Fund.

11.02 Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, which has not been settled by agreement of the parties within 60 calendar days, shall be settled by final and binding arbitration under the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of this Agreement. Article 26 of the Rules (concerning interim measures) shall, however, not be applicable to the Fund and Beneficiary in an arbitral proceeding.

The place of arbitration shall be Paris, France and the language of the arbitral proceedings shall be English.

11.03 Service of any notice of process in connection with any proceeding under this Article may be made in the manner provided for in Section 12.02 hereof. The parties hereto waive any and all other requirements for the service of any such notice of process.

11.04 No delay in exercising or omission to exercise any right, power or remedy accruing to any party under this Agreement upon default or otherwise shall impair any such right, power or remedy or be construed to be a waiver thereof, nor shall any action of such party in respect of any default affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

11.05 The parties hereby expressly (a) recognise that this Agreement is an agreement of commercial nature, and (b) waive any right of immunity they might have on the grounds of sovereignty or otherwise in connection with any arbitration proceeding pursuant to Section 11.02 hereof or with the enforcement of any arbitral award pursuant thereto. However, only is final arbitration award is enforceable against the Fund and the Beneficiary.

ARTICLE XII
Miscellaneous Provisions

12.01 The Minister of Finance of the Beneficiary is designated as representative of the Beneficiary for the purposes of signing and executing on behalf of the Beneficiary any

documents used in connection with this Agreement. This notwithstanding, the Executing Agency and the Fund may agree in writing upon any change to, or further specification of, Annex 1 (NDF Project Description), Annex 2 (Procurement), Annex 3 (Eligible Expenditures), and Annex 4 (NDF Project Monitoring Framework), provided that the amount of the Financing will not be increased, and any such change or further specification shall be deemed as an integral part of this Agreement.

12.02 Any notice or request required or permitted to be given or made under this Agreement shall be made in writing in the English language and may be delivered (i) by airmail or internationally recognised courier service, or (ii) by email to the party to which it is required or permitted to be given or made, at such party's address specified below or at such other address as such party shall have designated by notice to the other party. Any notice expressly required under this Agreement shall, if given by email, promptly be confirmed by letter.

For the Fund:

Nordic Development Fund
P.O. Box 185
FIN-00171 Helsinki
Finland
Email: info@ndf.int

For the Beneficiary:

Ministry of Finance and Economic Planning
P.O. Box 158
Kigali, Rwanda
Tel: +250 252 575 756
Email: info@minecofin.gov.rw

For the Executing Agency:

Rwanda Environment Management Authority (REMA)
Inyota House
KG 7 AVE
P.O.Box 7436 Kigali, Rwanda
Tel: +250-788 305 717
Email:

12.03 This Agreement is made in two copies each of which shall be an original.

12.04 The following annex forms part of this Agreement:

Annex 1 NDF Project Description
Annex 2 Procurement
Annex 3 Eligible Expenditures
Annex 4 NDF Project Monitoring Framework

IN WITNESS WHEREOF the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed with their respective names.

14/05/2021
(date).

REPUBLIC OF RWANDA

By:

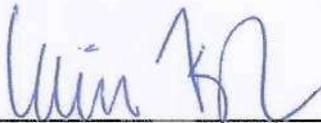


Dr Uzziel NDAGIJIMANA
Minister of Finance and Economic Planning

26/4/2021
(date).

NORDIC DEVELOPMENT FUND

By:



Karin Isaksson
Managing Director



Christina Stenvall-Kekkonen
General Counsel

Annex 1

NDF PROJECT DESCRIPTION

BACKGROUND

Originally the NDF project stems from an invitation to co-finance a climate component on river catchment management and flood control under the planned Kigali resilience project, financed under the GEF-7 Sustainable Cities Programme. NDF was an active partner in the design and preparation of that project and NDF financed a consultant in November-December 2018 to work together with the Government of Rwanda and the World Bank (WB) on the design of a component to integrate climate resilience through flood control measures and urban sub-catchment management. NDF's Board of Directors accepted the afore described planned NDF financing into the NDF project pipeline on 6 March 2019, and made its final approval on 26 April 2019.

The components co-financed by the International Development Association (IDA) / Global Environment Facility (GEF) underwent significant changes in 2019 and 2020. Consequently, the original IDA/GEF activities totalling USD 8.07 million were merged with a bigger project - the Second Rwanda Urban Development Project (RUDP II or Lead Agency Project) financed by IDA, GEF and the Strategic Climate Fund, totalling USD 175 million. This merger caused delays in WB's project preparation schedule. The WB Board approved the RUDP II on 30 October 2020.

During the preparations of RUDP II, the scope of the original NDF components and the corresponding budget were modified. The outcome is described in more detail in this Annex.

OBJECTIVES

The project development objective of RUDP II is to improve access to basic services, enhance resilience and strengthen integrated urban planning and management in the City of Kigali and the six secondary cities of Rwanda.

The objective of the NDF Project is to support the city of Kigali and its inhabitants to improve climate resilience through better management and flood control of urban sub-catchments.

ACTIVITIES FINANCED UNDER THE NDF PROJECT INCLUDING COST ESTIMATE AND FINANCING PLAN

The following activities will be financed by NDF through a grant (EUR 2 million) and a loan (EUR 4 million) specified in the financing agreement between NDF and the Government of

Rwanda. The NDF financing will be parallel co-financing with WB and the loan from NDF will be based on IDA terms.

1. Technical Assistance

- 1.1. Technical Assistance (TA) services for the detailed design and environmental and social safeguarding for investments under Activity 2 (EUR 0.40 million grant)
- 1.2. Project management costs at REMA (EUR 0.36 million grant)

2. Implementing Investment Measures under Rwampara Wetland Sub-Catchment Management Plan to Mitigate Flooding and Improve Water Quality

- 2.1. Construction of flood bypass water channels to separate low and high flows (EUR 1.00 million loan)
- 2.2. Streams rehabilitation and construction of flood attenuation structures to prevent downstream flooding (EUR 0.70 million loan)
- 2.3. Construction of footpaths to access wetland (EUR 0.80 million loan)
- 2.4. Construction of water retention ponds (EUR 0.50 million loan)
- 2.5. Planting of native trees and wetland species for water retention and purification (EUR 1.00 million loan)
- 2.6. Technical Assistance for supervision of wetland rehabilitation works in Rwampara wetland (EUR 0.24 million grant)
- 2.7. Technical Assistance and Investment Measures for building climate resilience through accelerated private sector access to financing for climate change (FONERWA component) (EUR 1.00 grant)

In addition to the grant and to the loan extended under the financing agreement between NDF and the Government of Rwanda, NDF will hold in reserve and control EUR 100,000 in grant funding to be used for technical support, monitoring, and evaluation carried out by NDF and/or NDF contracted consultants (Activity 3 in Table 1 below). These funds are separate from dedicated project monitoring and reporting support functions conducted by Rwanda Environment Management Authority (REMA).

The tentative cost estimates of the NDF Project activities and the financing plan is outlined in the table below:

Table 1: Tentative Cost Estimates and the Financing Plan of the NDF Project Activities

Activity	Description	Type of financing		Total (EUR)
		Grant	Loan	
1 Technical Assistance		760 000		760 000
	1.1 Detailed design and environmental and social safeguarding for investments under Activity 2	400 000		400 000
	1.2 Project management costs at REMA	360 000		360 000
2 Implementing investment measures under Rwampara Wetland Sub-catchment Management Plan to mitigate flooding and improve water quality		1 240 000	4 000 000	5 640 000
	2.1 Construction of flood bypass water channels to separate low and high flows ^(a)		1 000 000	1 000 000
	2.2 Streams rehabilitation and construction of flood attenuation structures to prevent downstream flooding ^(a)		700 000	700 000
	2.3 Construction of footpaths to access wetland ^(a)		800 000	800 000
	2.4 Construction of water retention ponds ^(a)		500 000	500 000
	2.5 Planting of native trees and wetland species for water retention and purification ^(a)		1 000 000	1 000 000
	2.6 Technical Assistance for supervision of wetland rehabilitation works under Rwampara wetland	240 000		240 000
	2.7 Building climate resilience through accelerated private sector access of financing for climate change (FONERWA component) ^(a)	1 000 000		1 000 000
3 Technical support, monitoring and evaluation	To be carried out by NDF and/or NDF contracted consultants	100 000		100 000
TOTAL		2 100 000	4 000 000	6 100 000

^(a) The NDF financing for investments under these budget lines are contingent on NDF's approval of the TA outputs

The TA services will include a stocktaking and an assessment of existing document relating to urban flooding and catchment management in Kigali. The TA will map past and ongoing work supported by technical and financial partners including the Rwanda Environment Management Authority (REMA), the Rwanda Water Resources Board (RWB), Ministry of Infrastructure, the Ministry in Charge of Emergency Management, the City of Kigali, and the World Bank to maximise synergies and avoid duplication. Alternative nature-based flood

control measures including catchment restoration, flood and storm water retention, and soil erosion control will be identified, analysed and modelled if needed. These measures will work along with the hydraulic systems planned for the ongoing extension of the city's Master Plan (2013). The investments identified by the TA services will be aligned with NDF's policies and guidelines as well as relevant safeguards and will include gender equality, poverty reduction and private sector involvement targets, which will be incorporated in a project results matrix that will be used for monitoring and reporting. The TA services will include monitoring and evaluation, dissemination of the results, knowledge sharing and exchange. The TA consultancy will be integral in mapping the needs, identifying the optimal public and private investments relating to the FONERWA component described below, and ensuring their viability, safeguarding and gender equality.

The TA services related to the FONERWA component financed under the NDF grant will identify priority investments for erosion and flood control potentially suitable for private sector involvement. This TA will include assessment of effectiveness in controlling soil erosion and flash floods of different magnitudes and return periods as well as the potential for private sector involvement. The measures for catchment restoration, flood reduction, storm water retention, soil erosion control in concerned sub-catchments may include:

- Reforestation and afforestation for water retention, groundwater infiltration;
- Urban agriculture and horticulture;
- Hill terracing for water retention, soil protection, agriculture, and horticulture;
- Storm water management through small- or large-scale rainwater harvesting systems like multipurpose dams or artificial lakes combined with economic activities like irrigation, small hydropower (e.g. renewable energy), fish ponds and water supply;
- Eco-parks reducing run off in wetlands, possibly combined with educational aspects and tourism activities such as hiking, leisure facilities and resorts, fishponds, and water sports.

The private sector investments are planned to be financed by a loan or loans channelled through suitable partners, such as Rwanda's Green Fund (FONERWA) and the Rwanda Development Bank (BRD), which may be interested in developing new innovative financing instruments.

As mentioned above, NDF will hold EUR 0.1 million in reserve for **technical support, monitoring and evaluation** of the project to be carried out by NDF and/or NDF-contracted consultants.

IMPLEMENTATION

The NDF Project will be implemented over 5 calendar years beginning in 2021. The closing date of the NDF Project will be aligned with the closing date of RUDP II.

The Rwanda Environment Management Authority (REMA) under the Ministry of Environment will be in charge of implementation of the NDF Project. REMA will collaborate closely with key stakeholders such as the City of Kigali, Rwanda Water Resources Board (RWB), Ministry of Infrastructure, the Ministry in charge of Emergency Management, Rwanda's Green Fund (FONERWA), the Development Bank of Rwanda and the Private Sector Federation (PSF). Memorandums of Understandings (MoUs) will be prepared by REMA outlining responsibilities, implementation and collaboration arrangements between key partners. The MoU will be shared with NDF. If the MoU contain financial commitments, NDF's No Objection is required before the MoU can be signed between the partners.

REMA will ensure that the NDF financed components and the RUDP II components are aligned with each other. REMA will also ensure that all the NDF and World Bank/GEF activities are well coordinated, and will facilitate information sharing and coordination relating to planning, implementation, supervision, monitoring and evaluation between NDF, the World Bank and other relevant actors and development partners in the intervention area.

REMA will ensure that RWB's and other technical institutions team needs and inputs are taken into consideration and reflected in the NDF Project preparation (preparing the ToR), during implementation and in the final outputs of the consultancy services.

The City of Kigali is presently reviewing the Kigali Master Plan review and it is essential to ensure that the NDF Project is well aligned and adds value to the Master Plan. Therefore, the TA consultant for the NDF components will work closely with Kigali City to embed activities in the Master Plan to secure that the project is fully in line with the City Development Strategies.

EUR 1.0 million of the NDF grant is allocated to targeting private sector activities under Activity 2.7 in Table 1. There is a possibility of setting up a credit line functioning as a revolving fund for adaptation investments to the private sector. Despite FONERWA's and the Rwanda Development Bank (BRD) experience of offering similar products, marketing a credit line for adaptation investments to the private sector will require extra efforts, both in terms of outreach to potential private sector partners, and to develop and implement the selection process. Costs relating to this activity will be factored in either in the TA consultancy contract or as FONERWA/BRD management fees, depending on the division of work. The TA consultancy is also to include support to the development of FONERWA, directed for example towards a credit provision/green banking facility, building on work of other financing partners.

The private sector is expected to finance part of the investment costs with a share that will be determined at the design phase of this NDF Project component.

The detailed environmental and social safeguarding instruments under Activity 1.1 in Table 1 will be prepared at the time when the priority investments have been identified. NDF's E&S specialist will together with the PM review the Terms of References as well as the final instruments for Rwampara wetland when the investment design documents are sent to NDF for No Objection. REMA will also share these documents with the World Bank, not only to keep the Bank informed, but also provide the Bank with an opportunity to provide comments and raise concerns if needed.

The NDF funded activities under Activity 2 in Table 1 including all wetland rehabilitation sites will need full feasibility studies, detailed designs and ESAs guided by the instruments listed above. For the NDF sites in Rwampara wetland, EUR 400,000 have been allocated under the NDF budget for these activities under Activity 1.1 in Table 1.

In addition, EUR 360,000 has been allocated for project management, monitoring and operational costs at REMA and project's contribution to Single Project Implementation Unit (SPIU) for shared services and staff equivalent to 65% of the total project management costs. (Activity 1.2 in Table 1) to strengthen the Executing Agency's capacity to manage the NDF supported project. This budget line includes support during five years for the following two experts who will work at the Single Project Implementation Unit (SPIU) at REMA: 1 Project Coordinator, 1 Environmental and Social Safeguard Expert. As NDF requires the NDF financed activities to be fully aligned and harmonised with RUDP II, the same experts responsible for the RUDP II financed components should be in charge of the NDF financed components, to the extent possible. REMA is responsible for seeing that the NDF financed experts are fully integrated into the SPIU, especially with regards to the experts at the SPIU supporting the RUDP II activities. Concerning the financial arrangements for this budget line, REMA will explore if these costs can be integrated into the TA contracts.

Moreover, NDF will hold EUR 100,000 in reserve for technical support, monitoring and evaluation of the project to be carried out by NDF and/or NDF-contracted consultants. (Activity 3 in Table 1)

REMA will ensure that the NDF financed activities will be implemented rigorously and in full coordination with the World Bank financed activities as the larger project area is one wetland system that need to have similar approaches for rehabilitation. REMA will ensure that the Single Project Implementation Unit (SPIU) at REMA will oversee the implementation of both RUDPII and NDF project and coordinate the synergies between the two and other projects, and make sure staff work as a team for this project in full alignment and coordination with other components of RUDP II.

MONITORING AND EVALUATION AND REPORTING

The management of the NDF Project will involve coordination between project partners, work planning and monitoring, procurement and contract management, accounting and audit costs, field supervision, maintaining an internal project monitoring and evaluation (M&E) system, and reporting. The internal M&E system will incorporate information on project results gathered through the field-based project monitoring. The project coordination team based within the project implementation unit housed in REMA will be responsible for day-to-day implementation, coordination, monitoring and reporting of the project.

Before implementation starts, REMA will provide to NDF for NDF's No Objection, an updated and detailed Project Results Monitoring Framework, which is aligned with the results framework of RUDP II, and selected indicators in NDF Results Monitoring Framework. It should be approved by NDF and will replace the draft in Annex 4.

NDF will receive quarterly monitoring/progress reports provided by the Executing Agency, the TA consultants' reports and outputs. NDF will in coordination with the World Bank conduct regular supervision missions. A mid-term review will be carried out jointly by NDF and the World Bank. The Implementing Agency and NDF will cover the costs of their own staff carrying out the supervision missions including the mid-term review mission.

NDF's No Objection is required to mobilise the utilisation of NDF financing for public and private investments that will be identified as a result of the technical assistance services, as the selected investments has to be in line with NDF's mandate and strategy, be in line with NDF Results Monitoring Framework and comply with NDF's Environmental and Social Policy and Guidelines, Anticorruption Policy and Gender Equality Policy. NDF's No Objection is also required for the selection process and criteria for the private sector investments as well as for the subsequent financing contracts.

In addition to the grant and to the loan extended under the financing agreement between NDF and the Government of Rwanda, NDF reserves an amount of EUR 100,000 as a grant for technical support carried out by NDF or NDF-contracted consultants. The use of such funds should be agreed with NDF. These funds are separate from dedicated project monitoring, reporting, communication, and evaluation support functions conducted by REMA.

For the monitoring framework of the NDF Project, see Annex 4

ENVIRONMENTAL AND SOCIAL ASPECTS

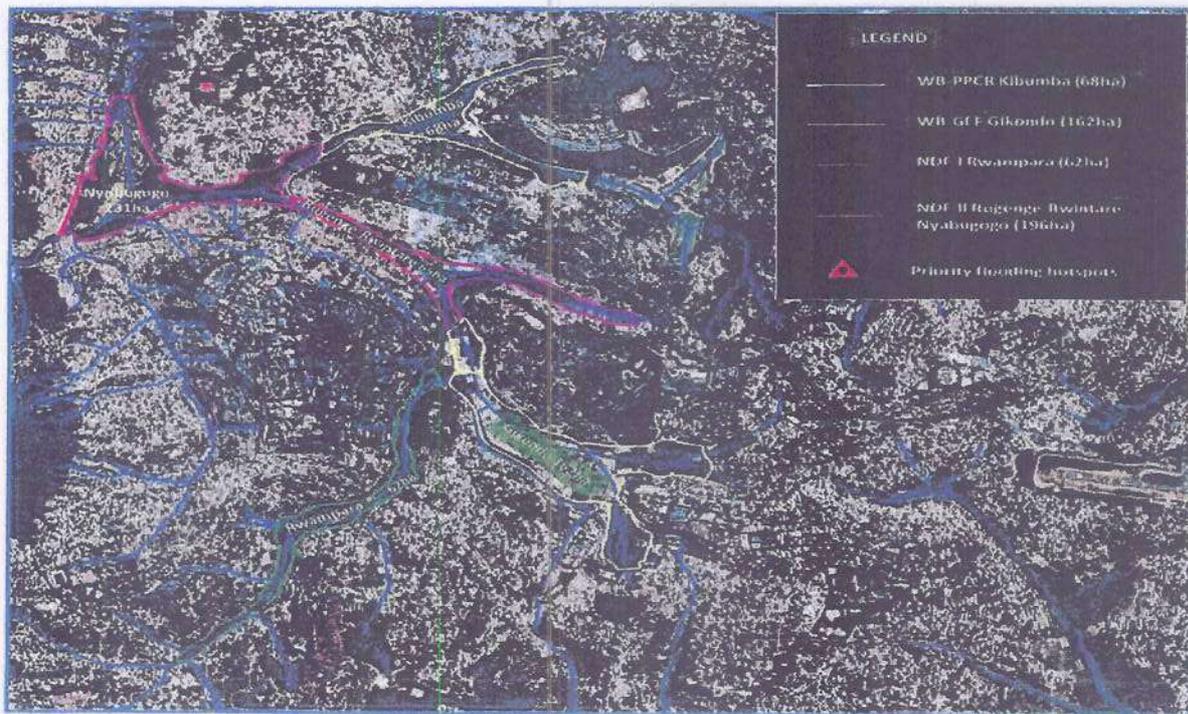
The initial social and environmental impact assessment framework for the RUDP II will be determined jointly by the World Bank and NDF. The project design requires these risks to be assessed and mitigated in more detail for all identified investment following the World Bank's environmental and social policies.

The detailed safeguard instruments will be specified at the time when the priority investments have been identified. The environmental and social risks are potentially rated high as the region is generally considered vulnerable. NDF's Environmental and Social Specialist and Program Manager will review the risks and the prepared site-specific safeguard instruments at the time when the investment design documents are sent to NDF for No Objection. The proceeds of NDF's funding budgeted for the investments will only be released if NDF considers the risks and mitigation measures relating to the investments manageable.

The NDF Project will focus on gender equality opportunities of identified priority investment projects and mechanisms for engaging and empowering women and youth in the activities. Training of youth and women in improved preparedness to meet flood events is one of the elements included in the emergency planning.

NDF highlights the importance of assessing and mitigating the environmental and social risks, which were potentially rated as high as the region is generally considered vulnerable.

The geographical area of the intervention selected by the government of Rwanda is in the Rwampara wetland. The map below shows the priority intervention area in Kigali originally planned to be financed by NDF funding (marked in green), Rwanda's request for additional NDF funding (marked in purple) following the changes to the World Bank's project structure (described in the section Background above), and the World Bank, GEF and PPCR funding (marked in yellow).



Environmental and Social Frameworks have been prepared by the Government for the overall wetland rehabilitation area and have been approved by the World Bank and publicly disclosed to guide RUDP II activities including wetland rehabilitation. The key instruments are listed below:

- Environmental and Social Commitment Plan (ESCP)
- Environmental and Social Management Framework (ESMF)
- Labour Management Procedures (LMP)
- Stakeholder Engagement Plan (SEP)
- Resettlement Process Framework (RF)

However, the above framework instruments do not make specific references to Rwampara and/or to NDF. According to the Executing Agency, these safeguards framework instruments were not specific for any wetland because of the following reasons:

- i) All the above wetlands mentioned in the Framework documents (Rwampara, Gikondo, Rugenge, Rwintare, Kibumba and Nyabugogo) are one wetland system that is connected to one another;
- ii) During development of these Frameworks the Executing Agency agreed with the World Bank team not to be too specific when it came to the sites because Rwanda had not yet confirmed the sites to be financed under RUDP II as resources were still under mobilisation. Furthermore, the RUDP II is a big project with different activities, not only wetland rehabilitation activities, and the Framework had to be applicable for all these activities;
- iii) These framework instruments are supposed to give guidance on how the site-specific safeguards instruments e.g. ESIA, stakeholders' consultations etc. should be conducted during the implementation, so specifications will be done during the actual development of these instruments, feasibility study and detailed designs and rehabilitation plans.

The intent is, nevertheless, that the same approaches will be applied to the NDF funded activities as to the World Bank funded sites. The NDF Project design requires these risks to be assessed and mitigated in more detail for all identified investment following the World Bank's environmental and social risk management policies.

There will be a Grievance Committee established for Rwampara, and the safe guards team (the Environmentalist and Social Specialists under SPIU-REMA) will be in charge of working with this committee and also report back.

Annex 2

PROCUREMENT

Reference is made to the Fund's General Procurement Guidelines. The following procurement provisions of this Annex 2 take preference over the General Procurement Guidelines in case of conflict of wording or figures between the two.

Procurement Methods

The two consultancy contracts (firms) for (i) the feasibility and baseline studies, detailed designs, and (ii) the Environmental and Social Impact Assessment Studies to be financed by NDF shall be procured using the quality and cost based selection method (QCBS) with a technical/financial scoring ratio of 80:20. REMA shall provide NDF with the Request for Expressions of Interest before publication, in order to allow NDF to publish at its website simultaneously with REMA. Prior review will apply to the procurement processes for both contracts, and all documentation must be in English language. Please see below regarding requirements for No Objection from NDF.

Any other consultancy contracts to be procured using NDF funding shall be agreed with NDF beforehand. NDF will provide No objections to the procurement methods etc. based on proposals from REMA.

For the civil works, Rwanda's National Competitive Bidding (NCB) as agreed by the Fund, with appropriate modifications to incorporate specific Fund requirements, will be used for procurement below the NCB threshold. NCB will apply for contracts below USD 2 million. Prior review by NDF shall apply to any contracts above USD 1 million.

Additional NCB Provisions

The procurement procedure to be followed for National Competitive Bidding shall be based on the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 and revised in July 2014 and the following additional provisions:

- (a) **Eligibility:** The eligibility of bidders to participate in a procurement process and to be awarded a contract financed by the Fund shall be as defined under Section I of the World Bank's Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Fund for reasons other than those provided in Section I of the Procurement Guidelines.
- (b) **Domestic Preference:** No domestic preference may be applied in bid evaluation on the basis of bidder nationality, the origin of goods, services or labor, and/or preferential programs.

- (c) Registration and Inclusion in the Reference List of Suppliers/Contractors: Registration and inclusion in the reference list shall not be used as a basis for or as a substitute for assessing the bidders' qualifications.
- (d) Bidding Documents: Procuring entities shall use the appropriate standard bidding documents acceptable to the Fund, which documents shall be prepared to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the World Bank's Procurement Guidelines.
- (e) Bid Opening: All bids must be opened in public immediately on the deadline set for the bid submission at the date, time and place stipulated in the tender documents. Bids shall be opened in public, that is, the bidders or their representatives may attend the bid opening. The tender committee shall announce the names of the bidders and the price offered by each bidder. A record of the bid opening shall be prepared and shall contain the names of the bidders, bid price, discounts and the names and signatures of persons in attendance and the organizations they represent. A copy of this record shall be promptly sent to the Fund and to all bidders who submitted bids on time.
- (f) Rejection of Bids and Re-bidding: All bids (or the sole bid if only one bid is received) shall not be rejected, negotiations shall not take place at any time with a bidder, the procurement process shall not be cancelled, or new bids shall not be solicited without the Fund's prior written concurrence.
- (g) Contract Modifications: The Beneficiary shall obtain the Fund's no objection before agreeing to: (i) a material extension of the stipulated time for performance of a contract; (ii) any substantial modification of the contract scope of services or other significant changes to the terms and conditions of the contract; (iii) any variation order or amendment; or (iv) the proposed termination of the contract. A copy of all signed contract amendments shall be provided to the Fund for its record.
- (h) Bid and Contract Securities: All bid and contract securities shall be in the format specified in the bidding documents.
- (i) Fraud and Corruption: The bidding documents and contract shall include the NDF Anticorruption Policy either by reference or as an annex.
- (j) Inspection and Audit Rights: In accordance with the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, shall permit the Fund to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Fund or the Lead Agency. Acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.

NDF's review and formal No Objection, in writing (by way of email or letter, as preferred by the Executing Agency) is required for terms of reference, requests for expression of interest,

expression of interest evaluation reports including the proposed short list, requests for proposals, proposal evaluation reports, bidding documents, bid advertisements, bid evaluation reports, and negotiated draft contracts. In addition, any provisions in paragraph 6 of the Nordic Development Fund General Procurement Guidelines for Projects (November 2017) shall apply unless otherwise agreed with the Fund.

Procurement thresholds

Procurement Method	Contract Value Threshold (USD)	Prior Review Threshold (USD)
ICB (Goods)	>=600,000	All ICB contracts
NCB (Goods)	100,000 - <600,000	All NCB contracts
Shopping (Goods)	<100,000	All contracts
ICB (Works)	>= 2,000,000	All ICB contracts
NCB (Works)	200,000 - <2,000,000	All contracts above USD 1 million
Shopping (Works)	<200,000	First two contracts
Community participation	None	First contract

Annex 3

ELIGIBLE EXPENDITURES

The Financing by NDF shall go towards the following types of expenditures, which are the Eligible Expenditures unless otherwise agreed in writing between the NDF and the Beneficiary:

The Grant

The Grant may be used to finance consultancy services under the following two technical assistance assignments:

1. Studies needed to select and prepare the climate resilient investments; and
2. Detailed design, and support for implementation and capacity building

The consultancy contracts may include necessary goods, works and services as further defined in the consultancy contracts. No taxes (including value added tax, sales tax or similar tax), levies or other similar fees may be financed from the Grant.

The Credit

The Credit may be used to finance equipment and civil works for public and private flood reduction investments in Kigali. A precondition for the use of the credit is that NDF has provided its No Objection to advance with the investments.

The selection criteria and process of contracts linking to the private sector investments will be defined separately with the assistance of the TA Consultant in collaboration with FONERWA and other Partner Agencies and will be subject to NDF's No Objection.

Annex 4

NDF PROJECT MONITORING FRAMEWORK (DRAFT)

Project Development Objective			Timeframe	Indicators		
To support the city of Kigali and its inhabitants to improve climate resilience through better management and flood control of urban sub-catchments			Year 0-5	Hectares of land area where better management and flood control has been adopted Number of households in the project area with access to improved resilience against major flood events Number of men, women and children within the project area benefiting from improved livelihoods Private and public investments designed and implemented		
Activities	Outputs	Outcomes	Impact	Inputs	Timeframe	Indicators
1 Technical Assistance	Detailed designs, environmental and social impact assessments and environmental and social safeguarding action plans for investments under Activity 2	Technical documents that can be used for procurement and contracting	Optimal investment solutions selected and implemented	Consultancy and stakeholder efforts,	Year 0-2	Report approved, best suppliers selected and contracted
2 Implementing investment measures under Rwampara Wetland Sub-Catchment Plan to mitigate flooding and improve water quality	Priority public and private investments in flood reduction measures implemented and operational	Priority public and private investments in flood reduction effective and work opportunities created	Improved climate resilience in Kigali including improved livelihood effects	Supervision consultancy. Construction and mitigation works	Year 1-5	Prioritised urban catchment works implemented and effective

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 041/2021 ryo ku wa 05/08/2021 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'I burayi, yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe guhangana n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu mujyi mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda, yashyiriweho umukono i Kigali mu Rwanda ku wa 14 Gicurasi 2021</p>	<p>Seen to be annexed to Law n° 041/2021 of 05/08/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the Nordic Development Fund (NDF), relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali Flood Control and Integrated Urban Catchment under second Rwanda Urban Development Project (RUDP II), signed at Kigali, Rwanda on 14 May 2021</p>	<p>Vu pour être annexé à la Loi n° 041/2021 du 05/08/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et le Fonds Nordique de Développement, relatif au crédit de quatre millions d'Euros (4.000.000 EUR) et au don de deux millions d'Euros (2.000.000 EUR) pour le contrôle des inondations de Kigali et le captage urbain intégré dans le cadre du deuxième projet de développement urbain du Rwanda, signé à Kigali, au Rwanda le 14 Mai 2021</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEGEKO N° 042/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUFARANS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ZIRINDWI N'IBIHUMBI MAGANA CYENDA NA MIRONGO IRINDWI N'ICYENDA NA MAGANA ANE N'ICYENDA Z'AMAYERO (7,979,409 EUR) N'IMPANO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO CYENDA NA BITANDATU NA MAGANA CYENDA NA MIRONGO ITATU N'ATANDATU Z'AMAYERO (2,396,936 EUR) AGENEWE UMUSHINGA WO KUGURIRA IBIGO BY'UBUVUZI BYA LETA Y'U RWANDA IBIKORESHO BY'UBUVUZI NA SERIVISI ZIJYANYE NA BYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 28 GICURASI 2021</p>	<p>LAW N° 042/2021 OF 05/08/2021 APPROVING THE RATIFICATION OF THE FINANCIAL PROTOCOL BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF SEVEN MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED NINE EUROS (EUR 7,979,409) AND TO THE GRANT OF TWO MILLION THREE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED THIRTY-SIX (EUR 2,396,936) FOR THE SUPPLY OF MEDICAL EQUIPMENT AND ASSOCIATED SERVICES TO PUBLIC HEALTHCARE INSTITUTIONS IN RWANDA PROJECT, SIGNED AT KIGALI, RWANDA, ON 28 MAY 2021</p>	<p>LOI N° 042/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DU PROTOCOLE FINANCIER ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE SEPT MILLIONS NEUF CENT SOIXANTE-DIX-NEUF MILLE QUATRE CENT NEUF EUROS (7.979.409 EUROS) ET AU DON DE DEUX MILLIONS TROIS CENT QUATRE-VINGT-SEIZE MILLE NEUF CENT TRENTE-SIX EUROS (2.396.936 EUR) POUR LE PROJET DE FOURNITURE D'ÉQUIPEMENTS MÉDICAUX ET DE SERVICES ASSOCIÉS AUX ÉTABLISSEMENTS PUBLICS DE SANTE AU RWANDA, SIGNÉ A KIGALI, AU RWANDA LE 28 MAI 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>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 042/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUFARANSA NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ZIRINDWI N'IBIHUMBI MAGANA CYENDA NA MIRONGO IRINDWI N'ICYENDA NA MAGANA ANE N'ICYENDA Z'AMAYERO (7,979,409 EUR) N'IMPANO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO CYENDA NA BITANDATU NA MAGANA CYENDA NA MIRONGO ITATU N'ATANDATU Z'AMAYERO (2,396,936 EUR) AGENEWE UMUSHINGA WO KUGURIRA IBIGO BY'UBUVUZI BYA LETA Y'U RWANDA IBIKORESHO BY'UBUVUZI NA SERIVISI ZIJYANYE NA BYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 28 GICURASI 2021</p> <p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>LAW N° 042/2021 OF 05/08/2021 APPROVING THE RATIFICATION OF THE FINANCIAL PROTOCOL BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF SEVEN MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED NINE EUROS (EUR 7,979,409) AND TO THE GRANT OF TWO MILLION THREE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED THIRTY-SIX (EUR 2,396,936) FOR THE SUPPLY OF MEDICAL EQUIPMENT AND ASSOCIATED SERVICES TO PUBLIC HEALTHCARE INSTITUTIONS IN RWANDA PROJECT, SIGNED AT KIGALI, RWANDA, ON 28 MAY 2021</p> <p>We, KAGAME Paul, President of the Republic;</p>	<p>LOI N° 042/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DU PROTOCOLE FINANCIER ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRET DE SEPT MILLIONS NEUF CENT SOIXANTE-DIX-NEUF MILLE QUATRE CENT NEUF EUROS (7.979.409 EUROS) ET AU DON DE DEUX MILLIONS TROIS CENT QUATRE-VINGT-SEIZE MILLE NEUF CENT TRENTE-SIX EUROS (2.396.936 EUR) POUR LE PROJET DE FOURNITURE D'EQUIPEMENTS MEDICAUX ET DE SERVICES ASSOCIES AUX ETABLISSEMENTS PUBLICS DE SANTE AU RWANDA, SIGNE A KIGALI, AU RWANDA LE 28 MAI 2021</p> <p>Nous, KAGAME Paul, Président de la République ;</p>
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<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>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>LE PARLEMENT A ADOPTÉ ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU’ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p>
<p>INTEKO ISHINGA AMATEGEKO:</p>	<p>THE PARLIAMENT:</p>	<p>LE PARLEMENT :</p>
<p>Umutwe w’Abadepite, mu nama yawo yo ku wa 21 Nyakanga 2021;</p>	<p>The Chamber of Deputies, in its sitting of 21 July 2021 ;</p>	<p>La Chambre des Députés, en sa séance du 21 juillet 2021;</p>
<p>Ishingiye ku Itegeko Nshinga rya Repubulika y’u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n’iya 176;</p>	<p>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>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>Imaze gusuzuma Amasezerano hagati ya Guverinoma ya Repubulika y’Ubufaransa na Guverinoma ya Repubulika y’u Rwanda, yerekeranye n’inguzanyo ingana na miliyoni zirindwi n’ibihumbi magana cyenda na mirongo irindwi n’icyenda na magana ane n’icyenda z’Amayero (7,979,409 EUR) n’impano ingana na miliyoni ebyiri n’ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n’atandatu z’Amayero (2.396.936 EUR) agenewe umushinga wo kugurira ibigo by’ubuvuzi bya Leta y’u Rwanda ibikoresho by’ubuvuzi na serivisi zijyanye na byo, yashyiriweho</p>	<p>After consideration of the Financial Protocol, between the Government of the French Republic and the Government of the Republic of Rwanda, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and the grant of two million three hundred ninety-six thousand nine hundred thirty-six (EUR 2,396,936) for the supply of medical equipment and associated services to public healthcare institutions in Rwanda project, on 28 May 2021;</p>	<p>Après examen du Protocole financier entre le Gouvernement de la République française et le Gouvernement de la République du Rwanda, relatif au prêt de sept millions neuf cent soixante-dix-neuf mille quatre cent neuf Euros (7,979,409 EUR) et au don de deux millions trois cent quatre-vingt-seize mille neuf cent trente-six Euros (2.396.936 EUR) pour le projet de fourniture d’équipements médicaux et de services associés aux établissements publics de santé au Rwanda, signé à Kigali, au Rwanda le 28 mai 2021 ;</p>

<p>umukono i Kigali mu Rwanda, ku wa 28 Gicurasi 2021;</p> <p>YEMEJE:</p> <p><u>Ingingo ya mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano hagati ya Guverinoma ya Repubulika y’Ubufaransa na Guverinoma ya Repubulika y’u Rwanda, yerekeranye n’inguzanyo ingana na miliyoni zirindwi n’ibihumbi magana cyenda na mirongo irindwi n’icyenda na magana ane n’icyenda z’Amayero (7,979,409 EUR) n’impano ingana na miliyoni ebyiri n’ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n’atandatu z’Amayero (2.396.936 EUR) agenewe umushinga wo kugurira ibigo by’ubuvuzi bya Leta y’u Rwanda ibikoresho by’ubuvuzi na serivisi zijyanye na byo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 28 Gicurasi 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>ADOPTS:</p> <p><u>Article one:</u> Approval for ratification</p> <p>The Financial Protocol, between the Government of the French Republic and the Government of the Republic of Rwanda, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and the grant of two million three hundred ninety-six thousand nine hundred thirty-six (EUR 2,396,936) for the supply of medical equipment and associated services to public healthcare institutions in Rwanda project, on 28 May 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>ADOPTÉ :</p> <p><u>Article premier:</u> Approbation pour ratification</p> <p>Le Protocole financier entre le Gouvernement de la République française et le Gouvernement de la République du Rwanda, relatif au prêt de sept millions neuf cent soixante-dix-neuf mille quatre cent neuf Euros (7,979,409 EUR) et au don de deux millions trois cent quatre-vingt-seize mille neuf cent trente-six Euros (2.396.936 EUR) pour le projet de fourniture d’équipements médicaux et de services associés aux établissements publics de santé au Rwanda, signé à Kigali, au Rwanda le 28 mai 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>
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<p><u>Ingingo ya 3: Igihe iri tegeko ritangira gukurikizwa</u></p> <p>Iri tegeko ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3: Commencement</u></p> <p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p><u>Article 3: Entrée en vigueur</u></p> <p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEGEKO N° 042/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'UBUFARANS NA GUVERINOMA YA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ZIRINDWI N'IBIHUMBI MAGANA CYENDA NA MIRONGO IRINDWI N'ICYENDA NA MAGANA ANE N'ICYENDA Z'AMAYERO (7,979,409 EUR) N'IMPANO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO CYENDA NA BITANDATU NA MAGANA CYENDA NA MIRONGO ITATU N'ATANDATU Z'AMAYERO (2,396,936 EUR) AGENEWE UMUSHINGA WO KUGURIRA IBIGO BY'UBUVUZI BYA LETA Y'U RWANDA IBIKORESHO BY'UBUVUZI NA SERIVISI ZIJYANYE NA BYO, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 28 GICURASI 2021</p>	<p>ANNEX TO LAW N° 042/2021 OF 05/08/2021 APPROVING THE RATIFICATION OF THE FINANCIAL PROTOCOL BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF RWANDA, RELATING TO THE LOAN OF SEVEN MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED NINE EUROS (EUR 7,979,409) AND TO THE GRANT OF TWO MILLION THREE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED THIRTY-SIX (EUR 2,396,936) FOR THE SUPPLY OF MEDICAL EQUIPMENT AND ASSOCIATED SERVICES TO PUBLIC HEALTHCARE INSTITUTIONS IN RWANDA PROJECT, SIGNED AT KIGALI, RWANDA, ON 28 MAY 2021</p>	<p>ANNEXE À LA LOI N° 042/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DU PROTOCOLE FINANCIER ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA, RELATIF AU PRÊT DE SEPT MILLIONS NEUF CENT SOIXANTE-DIX-NEUF MILLE QUATRE CENT NEUF EUROS (7.979.409 EUROS) ET AU DON DE DEUX MILLIONS TROIS CENT QUATRE-VINGT-SEIZE MILLE NEUF CENT TRENTE-SIX EUROS (2.396.936 EUR) POUR LE PROJET DE FOURNITURE D'ÉQUIPEMENTS MÉDICAUX ET DE SERVICES ASSOCIÉS AUX ÉTABLISSEMENTS PUBLICS DE SANTE AU RWANDA, SIGNÉ A KIGALI, AU RWANDA LE 28 MAI 2021</p>
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PROTOCOLE FINANCIER

ENTRE

LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE

CONTRIBUANT AU FINANCEMENT DU PROJET DE

FOURNITURE D'EQUIPEMENTS MEDICAUX ET SERVICES ASSOCIÉS AUX

ETABLISSEMENTS PUBLICS DE SANTÉ AU RWANDA

Le Gouvernement de la République du Rwanda et Gouvernement de la République française, ci-après les « Parties »,

Désireux de renforcer les liens d'amitié et de coopération qui les unissent et de favoriser le développement économique du Rwanda,

Rappelant leur attachement à la lutte contre la corruption dans les transactions commerciales internationales et à la responsabilité sociale et environnementale,

Sont convenus des dispositions suivantes :

ARTICLE 1^{er} - MONTANT ET OBJET DES CONCOURS FINANCIERS

Le Gouvernement de la République française consent au Gouvernement de la République du Rwanda des concours financiers destinés au projet de fourniture d'équipements et services associés de lutte contre la COVID-19 au Ministère de la Santé du Rwanda.

Ces concours sous la forme d'un prêt du Trésor français d'un montant maximal de 7 979 409 € (sept millions neuf cents soixante-dix-neuf mille quatre cents neuf euros) et d'un don du Trésor français d'un montant maximal de 2 396 936 € (deux millions trois cents quatre-vingt-seize mille neuf cents trente-six euros), financent pour l'exécution de la totalité du projet mentionné ci-dessus :

- l'achat en France de biens et services français ;
- l'achat de biens et services Rwandais ou étrangers, dans la limite de 30% (trente pour cent) du montant des concours financiers, l'exécution des contrats étant sous la responsabilité des fournisseurs français.

ARTICLE 2 – MODALITÉS DE FINANCEMENT DU PROJET

Le premier acompte de chaque contrat financé par le prêt et le don du Trésor français dans le cadre de ce projet est compris entre 10 et 20 % du montant du contrat financé, les frais de transport et d'assurance n'étant pas pris en compte pour le calcul du montant de l'acompte.

Le choix des fournisseurs français dont les contrats seront financés par ce présent protocole sera effectué conformément à la législation de la République du Rwanda.

Pour chaque contrat imputé sur le présent protocole, le financement sur don du Trésor français ne dépasse pas 23,1% du montant du contrat.

ARTICLE 3 – CONDITIONS ET MODALITÉS DE MISE EN PLACE DES CONCOURS FINANCIERS

Le prêt du Trésor français est consenti pour une durée de 40 ans, dont 15 ans de franchise. Le taux d'intérêt est de 0,0092% l'an. Le principal est remboursable en 50 échéances semestrielles égales et successives, la première étant exigible 186 mois après la fin du trimestre civil au cours duquel les tirages ont été effectués. Les intérêts sont calculés sur le montant du principal restant dû ; ils courent à partir de la date de chaque tirage sur le prêt du Trésor français et sont payés semestriellement.

La date de règlement d'une échéance de principal ou d'intérêt est, lorsqu'elle échoit un jour non ouvré en France, repoussée au premier jour ouvré qui suit. Toute échéance de principal ou d'intérêt non réglée à bonne date donne lieu à intérêts de retard à compter du jour de l'exigibilité jusqu'au jour du paiement effectif. Les intérêts de retard sont calculés au taux Euro Short Term Rate (€STR) majoré de 4% l'an, ce taux ne pouvant toutefois être inférieur à 5% l'an. Les intérêts de retard portent eux-mêmes intérêt au taux défini ci-dessus s'ils sont dus pour une année entière.

Une convention d'application est signée entre Natixis (Direction des activités institutionnelles), agissant au nom et pour le compte du Gouvernement de la République française, et le Ministère des Finances du Rwanda, agissant au nom et pour le compte du Gouvernement de la République du Rwanda. Elle précise les modalités d'utilisation du prêt et du don du Trésor français et de remboursement du prêt du Trésor français.

ARTICLE 4 – MONNAIE DE COMPTE ET DE PAIEMENT

La monnaie de compte et de paiement au titre du présent protocole est l'euro.

ARTICLE 5 - IMPUTATION DES CONTRATS

L'imputation d'un contrat sur le présent Protocole est conditionnée :

- (i) à la conformité du contrat avec les recommandations formulées par l'évaluation préalable du projet correspondant au dit contrat ;
- (ii) à la vérification de la conformité du projet avec les dispositions prévues par l'Arrangement de l'OCDE relatif aux crédits à l'exportation bénéficiant d'un soutien public ;
- (iii) à l'absence de montants dus et non réglés à bonne date par le Gouvernement du Rwanda au titre des accords de consolidation de dette intervenus en Club de Paris, des prêts gouvernementaux français et des prêts de l'Agence Française de Développement ;
- (iv) à l'examen de l'état des montants dus et non réglés à bonne date au titre des crédits bancaires garantis par l'État français accordés au Gouvernement de la République du Rwanda ou à son secteur public ou qui bénéficient de la garantie du Gouvernement de la République du Rwanda ;
- (v) au respect des engagements pris aux articles 6 et 7 du présent Protocole.

Chaque contrat relatif au projet mentionné à l'article 1^{er} est imputé sur le présent Protocole, après que les autorités françaises compétentes ont constaté que ces conditions sont dûment remplies, par un échange de lettres entre le Chef du Service économique auprès l'Ambassade de France auprès du Rwanda, agissant avec l'autorisation des autorités françaises compétentes, et le Ministère des Finances du Rwanda, agissant au nom et pour le compte du Gouvernement de la République du Rwanda.

ARTICLE 6 – ENGAGEMENTS EN FAVEUR DE LA LUTTE CONTRE LA CORRUPTION

Les Parties ont rappelé dans le préambule leur attachement à la lutte contre la corruption dans les transactions commerciales internationales.

Les parties aux contrats imputés sur le présent Protocole ne peuvent proposer ou donner à un tiers, demander, accepter ou se faire promettre, directement ou indirectement, pour leur bénéfice ou celui d'une autre partie aucun avantage indu, pécuniaire ou autre, constituant ou pouvant constituer une pratique illégale et de corruption.

Les Parties s'engagent à ce que le projet ne donne pas lieu à des actes de corruption. Elles s'engagent à s'informer mutuellement dès qu'elles ont connaissance d'informations faisant peser des soupçons, et à prendre les mesures nécessaires pour qu'il y soit remédié, dans le délai imparti et à la satisfaction du Gouvernement de la République française.

En cas de non-respect des engagements cités ci-dessus, le Gouvernement de la République française se réserve le droit, en fonction de ce qui lui paraît le plus pertinent, de refuser l'imputation d'un contrat et/ou de suspendre les décaissements des concours financiers consentis au Gouvernement du Rwanda et/ou d'exiger le remboursement anticipé de tout ou partie des concours financiers consentis au Gouvernement de la République du Rwanda.

ARTICLE 7 - ENGAGEMENTS EN FAVEUR DE LA RESPONSABILITE SOCIALE ET ENVIRONNEMENTALE

Afin de promouvoir un développement durable, les Parties conviennent qu'il est nécessaire d'encourager le respect des normes environnementales et sociales reconnues par la communauté internationale, parmi lesquelles figurent les conventions internationales de l'Organisation Internationale du Travail (OIT) et les conventions internationales de l'Organisation des Nations Unies en matière de changement climatique, de biodiversité, et d'environnement, notamment la Convention de Stockholm sur les polluants organiques persistants ainsi que les normes de performance de la Société Financière internationale.

ARTICLE 8 - DATES LIMITES DES CONCOURS FINANCIERS

Pour bénéficier des concours financiers définis à l'article 1^{er} ci-dessus, les contrats signés entre fournisseur français et acheteur Rwandais doivent être imputés au plus tard le 31/05/2022.

Les tirages sur le prêt et le don du Trésor français accordé par le présent Protocole doivent être réalisés au plus tard le 31/05/2025.

ARTICLE 9 - IMPÔTS ET TAXES

Les fonds du prêt du Trésor et du don du Trésor ne servent à financer aucun impôt ou taxe au Rwanda.

Aux fins de réserver les financements prévus par le présent Protocole au développement de la République du Rwanda, les Parties conviennent que les biens et services, importés ou achetés localement, pour utilisation exclusive dans le projet financé par le présent Protocole financier, sont exonérés de toute taxe indirecte, prélèvement et charge publique applicables au Rwanda.

Le remboursement du principal et le paiement des intérêts pour le prêt du Trésor français, commissions, frais et accessoires pour le prêt et le don du Trésor liés à l'exécution du présent Protocole financier sont effectués nets de tout impôt, prélèvement et charge public applicable au Rwanda.

ARTICLE 10 - ÉVALUATION RÉTROSPECTIVE DU PROJET

Le Gouvernement de la République française peut faire procéder à ses propres frais à l'évaluation rétrospective, sur les plans économique, financier et comptable du projet mis en œuvre en application du présent Protocole de manière notamment à en apprécier l'impact sur le développement économique du Rwanda. Le Gouvernement de la République du Rwanda est associé, s'il le souhaite, à la conduite de cette évaluation, selon des modalités qui sont à définir, afin de bénéficier directement des résultats de l'étude. Le Gouvernement de la République du Rwanda s'engage à accueillir la mission d'évaluation envoyée par le Gouvernement de la République française et à lui faciliter l'accès aux informations concernant le projet.

ARTICLE 11 - ENTRÉE EN VIGUEUR

Le présent Protocole entre en vigueur à la date de la réception de la dernière notification écrite transmise par voie diplomatique confirmant l'accomplissement par chacune des Parties des procédures internes nécessaires à son entrée en vigueur.

ARTICLE 12 – AVENANT AU PROTOCOLE

Le présent Protocole peut être amendé par un accord écrit entre les Parties.

ARTICLE 13 – RÉGLEMENT DES DIFFÉRENDS

Tout différend relatif à l'interprétation ou à la mise en œuvre du présent Protocole est réglé à l'amiable par voie de consultation ou de négociation entre les Parties.

EN FOI DE QUOI, les représentants des deux Gouvernements, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent protocole et y ont apposé leur sceau.

Fait à *Migali* le *28/05/2022*

En deux exemplaires originaux, en langues française et anglaise, les deux versions faisant également foi.

Pour le Gouvernement
de la République du Rwanda



Pour le Gouvernement
de la République française



Jérémie BLIN
Chargé d'Affaires

FINANCIAL PROTOCOL

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE FRENCH REPUBLIC

FOR THE FINANCING OF THE PROJECT FOR SUPPLY OF MEDICAL EQUIPMENT AND ASSOCIATED

SERVICES TO PUBLIC HEALTHCARE INSTITUTIONS IN RWANDA

The Government of the Republic of Rwanda and the Government of the French Republic (hereinafter referred to as the "Parties"),

Desiring to strengthen the ties of friendship and cooperation which bind them, and to foster the economic development of Rwanda,

Recalling their commitment to fighting corruption in international business transactions, and to promoting social and environmental responsibility,

Have agreed as follows:

ARTICLE 1 - AMOUNT AND PURPOSE OF THE FINANCIAL SUPPORT

The Government of the French Republic hereby grants the Government of the Republic of Rwanda financial support for the project of the supply of medical equipment and associated services to fight COVID-19 to the Ministry of Health of Rwanda.

This financial support, in the form of a French Treasury loan of a maximum amount of 7 979 409 euros (EUR seven million nine hundred seventy-nine thousand four hundred nine) and a French Treasury grant of a maximum amount of 2 396 936 euros (EUR two million three hundred ninety-six thousand nine hundred thirty-six), shall finance the implementation of the above-mentioned project:

- the purchase in France of French goods and services;
- the purchase of Rwandan or foreign goods and services up to 30% (thirty percent) of the total amount of the financial support, the performance of the contracts being the responsibility of the French suppliers.

ARTICLE 2 - TERMS GOVERNING THE FINANCING OF THE PROJECT

The first down payment of each contract financed by the French Treasury loan and the French Treasury Grant financing in relation to the project shall be limited to between 10% and 20% of the total amount of the financed contract excluding all amounts relating to freight and insurance in the calculation of the amount of the down payment.

The French suppliers whose contracts will be financed under this Protocol shall be chosen in accordance with the legislation of the Republic of Rwanda.

For each contract registered under this Protocol, the financing through the French Treasury Grant shall not exceed 23.1% of the amount of the contract.

ARTICLE 3 – TERMS AND CONDITIONS GOVERNING FINANCIAL SUPPORT

The loan shall be granted for a period of 40 years, including a grace period of 15 years. The interest rate shall be 0.0092% per year. The principal shall be paid in 50 equal and consecutive six-month instalments, the first instalment falling due 186 months after the end of the calendar quarter during which the drawings were made. Interest shall be payable on the principal amount outstanding; it shall apply as of the date of each drawing on the French Treasury loan and shall be paid at six-month intervals.

When it falls due on a non-working day in France, the date of payment of principal or interest shall be postponed to the first working day in France that follows. Any amount of principal or interest not paid on its due date shall give rise to interest on the overdue payment from the due date for payment up to the effective date of payment. The interest rate on overdue payments shall be calculated at the Euro Short-Term Rate (€STR) plus 4% per year, and shall not be less than 5% per year. Interest on overdue payments shall itself bear interest at the rate mentioned above if it is due for a full year.

An implementation agreement shall be signed between Natixis (Institutional Activities Directorate), acting in the name and on behalf of the Government of the French Republic, and the Ministry of Finance of Rwanda, acting in the name and on behalf of the Government of the Republic of Rwanda. This agreement shall further define the terms for utilisation of the French Treasury Loan and the French Treasury grant and payment of the French Treasury loan.

ARTICLE 4 – CURRENCY OF ACCOUNT AND PAYMENT

The currency of accounts and payment under the terms of this Protocol shall be the euro.

ARTICLE 5 - REGISTRATION OF THE CONTRACTS

The registration of each contract under this Protocol shall be subject to:

- (i) conformity of the contract with the recommendations formulated by the pre-evaluation of the project corresponding to the said contract;
- (ii) verification of the conformity of the project with the provisions of the Arrangement on Officially Supported Export Credits;
- (iii) absence of any arrears concerning amounts due and payable by the Government of Rwanda relating to debt consolidation agreements reached at the Paris Club, to French governmental loans, and to loans granted by the Agence Française de Développement;
- (iv) examination of the state of amounts due and payable under bank loans guaranteed by the French Republic and granted either to the Government of the Republic of Rwanda or to its public sector, or with the guarantee of the Government of Rwanda;
- (v) compliance with the commitments in Articles 6 and 7 of this Protocol.

Each contract related to the project referred to in Article 1 shall be registered under this Protocol, after the competent French authorities have observed that these conditions have been duly met, by an exchange of letters between the Head of the Economic Service of the French Embassy in Rwanda, acting with the authorization of the relevant French authorities, and the Ministry of Finance of Rwanda, acting in the name of and on behalf of the Government of the Republic of Rwanda.

ARTICLE 6 – COMMITMENTS TO THE FIGHT AGAINST CORRUPTION

The Parties have recalled in the preamble their commitment to the fight against corruption in international business transactions.

The Parties to the contracts registered under this Protocol shall neither offer nor give to a third party, nor seek, accept, or be promised, directly or indirectly, for themselves or for another party, any undue pecuniary or other advantage, which would or could be an illegal and corrupt practice.

The Parties undertake to ensure that the project does not result in acts of corruption. The Parties undertake to inform each other as soon as they are aware of information resulting in suspicion and to act appropriately to address the situation, before a given deadline and to the satisfaction of the Government of the French Republic.

In case of non-compliance with these commitments, the Government of the French Republic reserves the right, as it sees fit, to refuse the registration of a contract, and/or to suspend the disbursement of the financial support granted to the Government of the Republic of Rwanda, and/or to require the early payment of all or part of the financial support granted to the Government of the Republic of Rwanda.

ARTICLE 7 – COMMITMENTS TO SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

In order to promote sustainable development, the Parties agree that it is necessary to encourage compliance with the social and environmental standards recognized by the international community, including the international conventions of the International Labour Organization (ILO) and the United Nations concerning climate change, biodiversity and the environment, especially the Stockholm Convention on Persistent Organic Pollutants, as well as the International Finance Corporation Performance Standards.

ARTICLE 8 - DEADLINES OF THE FINANCIAL SUPPORT

In order to qualify for the financial support referred to in Article 1, all contracts signed between French suppliers and Rwandan purchasers shall be registered by 31/05/2022 at the latest.

Drawings under the French Treasury loan and the French Treasury grant granted by this Protocol shall be made by 31/05/2025.

ARTICLE 9 – TAXATION

The funds of the French Treasury loan and French Treasury grant shall not be used for the payment of any tax and duty in Rwanda.

In order to dedicate the funds to the development of the Republic of Rwanda, the Parties agree that goods and services, imported or purchased locally, for exclusive use in the project financed under this Financial Protocol shall be exempt from any indirect taxes, levies and public fees applicable in Rwanda.

The repayment of principal loan and the payment of interest of the French Treasury loan, commissions, fees, and any other charges for the French Treasury loan and the French Treasury grant related to the execution of this Financial Protocol shall be exempt from any taxes, levies or public fees applicable in Rwanda.

ARTICLE 10 – POST-EVALUATION OF THE PROJECT

The Government of the French Republic may at its own cost undertake the post-evaluation of the project implemented under this Protocol on economic, financial and accounting levels in order to appraise its impact on the economic development of Rwanda. The Government of Rwanda may participate in this evaluation, according to terms to be defined, in order to benefit directly from the findings. The Government of the Republic of Rwanda undertakes to receive the post-evaluation mission sent by the Government of the French Republic and to facilitate its access to information regarding the project.

ARTICLE 11 – ENTRY INTO FORCE

This Protocol shall enter into force on the date of the receipt of the last written notification transmitted through a diplomatic channel confirming the accomplishment by each of the Parties of all internal procedures required for the entry into force of the present Protocol.

ARTICLE 12 – AMENDMENTS TO THE PROTOCOL

This Protocol may be amended by written agreement between the Parties.

ARTICLE 13 – DISPUTE SETTLEMENT

Any dispute arising from the interpretation or the implementation of this Protocol shall be settled amicably by consultation or negotiation between the Parties.



For the Government of
the Republic of Rwanda

IN WITNESS WHEREOF, the representatives of the two Governments, duly authorized thereto by their respective Governments, have signed this Protocol and affixed their seal.

Done in [Kigali], on 28/05/2021

In two originals, in French and English languages, the two texts being equally authentic.

For the Government of
the French Republic

Jérémie BLIN
Chargé d'Affaires

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 042/2021 ryo ku wa 05/08/2021 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubufaransa na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni zirindwi n'ibihumbi magana cyenda na mirongo irindwi n'icyenda na magana ane n'icyenda z'Amayero (7,979,409 EUR) n'impano ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n'atandatu z'Amayero (2,396,936 EUR) agenewe umushinga wo kugurira ibigo by'ubuvuzi bya Leta y'u Rwanda ibikoresho by'ubuvuzi na serivisi zijyanye na byo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 28 Gicurasi 2021</p>	<p>Seen to be annexed to Law n° 042/2021 of 05/08/2021 approving the ratification of the Financial Protocol between the Government of the French Republic and the Government of the Republic of Rwanda, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and to the grant of two million three hundred ninety-six thousand nine hundred thirty-six Euros (EUR 2,396,936) for the supply of medical equipment and associated services to public healthcare institutions in Rwanda project, signed at Kigali, Rwanda, on 28 May 2021</p>	<p>Vu pour être annexé à la Loi n° 042/2021 du 05/08/2021 approuvant la ratification du Protocole Financier entre le Gouvernement de la République Française et le Gouvernement de la République du Rwanda, relatif au prêt de sept millions neuf cent soixante-dix-neuf mille quatre cent neuf Euros (7.979.409 EUR) et au don de deux millions trois cent quatre-vingt-seize mille neuf cent trente-six Euros (2.396.936 EUR) pour le projet de fourniture d'équipements médicaux et de services associés aux établissements publics de santé au Rwanda, signé à Kigali, au Rwanda le 28 Mai 2021</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEGEKO N° 043/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'IMPANO INGANA NA MILIYONI IMWE N'IBIHUMBI MIRONGO ITANU Y'AMAYERO (1,050,000 EUR) YO GUSHYIGIKIRA ISHYIRWA MU BIKORWA RYA POLITIKI NSHYA YA SIPORO MU MASHURI NO GUTERA INKUNGA GAHUNDA Y'ISONGA, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 27 GICURASI 2021</p>	<p>LAW N° 043/2021 OF 05/08/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATING TO THE GRANT OF ONE MILLION FIFTY THOUSAND EUROS (EUR 1,050,000) FOR THE SUPPORT FOR THE IMPLEMENTATION OF THE NEW SPORT SCHOOL POLICY AND FINANCING OF THE ISONGA PROGRAM, SIGNED AT KIGALI, RWANDA, ON 27 MAY 2021</p>	<p>LOI N° 043/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU DON D'UN MILLION CINQUANTE MILLE EUROS (1.050.000 EUR) POUR L'APPUI À LA MISE EN ŒUVRE DE LA NOUVELLE POLITIQUE SCOLAIRE SPORTIVE ET LE FINANCEMENT DU PROGRAMME ISONGA, SIGNÉ À KIGALI, RWANDA, LE 27 MAI 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>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 043/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'IMPANO INGANA NA MILIYONI IMWE N'IBIHUMBI MIRONGO ITANU Y'AMAYERO (1,050,000 EUR) YO GUSHYIGIKIRA ISHYIRWA MU BIKORWA RYA POLITIKI NSHYA YA SIPORO MU MASHURI NO GUTERA INKUNGA GAHUNDA Y'ISONGA, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 27 GICURASI 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° 043/2021 OF 05/08/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), RELATING TO THE GRANT OF ONE MILLION FIFTY THOUSAND EUROS (EUR 1,050,000) FOR THE SUPPORT FOR THE IMPLEMENTATION OF THE NEW SPORT SCHOOL POLICY AND FINANCING OF THE ISONGA PROGRAM, SIGNED AT KIGALI, RWANDA, ON 27 MAY 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° 043/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU DON D'UN MILLION CINQUANTE MILLE EUROS (1.050.000 EUR) POUR L'APPUI À LA MISE EN ŒUVRE DE LA NOUVELLE POLITIQUE SCOLAIRE SPORTIVE ET LE FINANCEMENT DU PROGRAMME ISONGA, SIGNÉ À KIGALI, RWANDA, LE 27 MAI 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 21 Nyakanga 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'impano, hagati ya Repubulika y'u Rwanda na Agence Française de Développement (AFD), yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero (1,050,000 EUR) yo gushyigikira ishyirwa mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga gahunda y'ISONGA, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 27 Gicurasi 2021;</p> <p>YEMEJE:</p>	<p>The Chamber of Deputies, in its sitting of 21 July 2021;</p> <p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 and 176;</p> <p>After consideration of the Financing Agreement, between the Republic of Rwanda and the Agence Française de Développement (AFD), relating to the credit of one million fifty thousand Euros (EUR 1,050,000) for the support for the implementation of the new sport school policy and financing of the ISONGA program, signed at Kigali, Rwanda, on 27 May 2021;</p> <p>ADOPTS:</p>	<p>La Chambre des Députés, en sa séance du 21 juillet 2021;</p> <p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 93, 106, 120, 122, 167, 168 et 176 ;</p> <p>Après examen de l'Accord de financement entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au don d'un million cinquante mille Euros (1.050.000 EUR) pour l'appui à la mise en œuvre de la nouvelle politique scolaire sportive et le financement du programme ISONGA, signé à Kigali, Rwanda, le 27 mai 2021 ;</p> <p>ADOPTE :</p>
<p><u>Ingingo va mbere:</u> Kwemera kwemeza burundu</p> <p>Amasezerano y'impano, hagati ya Repubulika y'u Rwanda na Agence Française de Développement (AFD), yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero (1,050,000 EUR) yo gushyigikira ishyirwa</p>	<p><u>Article one:</u> Approval for ratification</p> <p>The Financing Agreement, between the Republic of Rwanda and the Agence Française de Développement (AFD), relating to the credit of one million fifty thousand Euros (EUR 1,050,000) for the support for the implementation of the new sport school</p>	<p><u>Article premier:</u> Approbation pour ratification</p> <p>L'Accord de financement entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au don d'un million cinquante mille Euros (1.050.000 EUR) pour l'appui à la mise en œuvre de la nouvelle politique scolaire sportive et le financement du</p>

<p>mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga gahunda y'ISONGA, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 27 Gicurasi 2021, ari ku mugereka, yemerewe kwemezwa burundu.</p>	<p>policy and financing of the ISONGA program, signed at Kigali, Rwanda, on 27 May 2021, in annex, is approved for ratification.</p>	<p>programme ISONGA, signé à Kigali, Rwanda, le 27 mai 2021, en annexe, est approuvé pour ratification.</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p>Iri tegeko ryateguwe mu rurimi rw'Icyongereza, risuzumwa kandi ritorwa mu rurimi rw'Ikinyarwanda.</p>	<p>This Law was drafted in English, considered and adopted in Ikinyarwanda.</p>	<p>La présente loi a été initiée en anglais, examinée et adoptée en Ikinyarwanda.</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>
<p>Iri tegeko ritangira gukurikizwa ku munsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p>This Law comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>La présente loi entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>

Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEGEKO N° 043/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'IMPANO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'IMPANO INGANA NA MILIYONI IMWE N'IBIHUMBI MIRONGO ITANU Y'AMAYERO (1,050,000 EUR) YO GUSHYIGIKIRA ISHYIRWA MU BIKORWA RYA POLITIKI NSHYA YA SIPORO MU MASHURI NO GUTERA INKUNGA GAHUNDA Y'ISONGA, YASHYIRIWEHO UMUKONO I KIGALI, MU RWANDA, KU WA 27 GICURASI 2021</p>	<p>ANNEX TO LAW N° 043/2021 OF 05/08/2021 APPROVING THE RATIFICATION OF THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATING TO THE GRANT OF ONE MILLION FIFTY THOUSAND EUROS (EUR 1,050,000) FOR THE SUPPORT FOR THE IMPLEMENTATION OF THE NEW SPORT SCHOOL POLICY AND FINANCING OF THE ISONGA PROGRAM, SIGNED AT KIGALI, RWANDA, ON 27 MAY 2021</p>	<p>ANNEXE À LA LOI N° 043/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU DON D'UN MILLION CINQUANTE MILLE EUROS (1.050.000 EUR) POUR L'APPUI À LA MISE EN ŒUVRE DE LA NOUVELLE POLITIQUE SCOLAIRE SPORTIVE ET LE FINANCEMENT DU PROGRAMME ISONGA, SIGNÉ À KIGALI, RWANDA, LE 27 MAI 2021</p>
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AFD AGREEMENT N° CRW1060 02H

FINANCING AGREEMENT

between

AGENCE FRANCAISE DE DEVELOPPEMENT

The Agency

And

REPUBLIC OF RWANDA

The Beneficiary



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FINANCING AGREEMENT

BETWEEN:

- (1) **REPUBLIC OF RWANDA**, represented by Dr. Uzziel NDAGIJIMANA, in his capacity as Minister of Finance and Economic Planning, who is duly authorized 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 "Beneficiary");

AND

- (2) **AGENCE FRANCAISE DE DEVELOPPEMENT**, a French public entity (*établissement public*) 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. Rémy RIOUX, in his capacity as Chief Executive Officer, who is duly authorized to sign this Agreement,

(the "Agency");

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

WHEREAS:

- (A) The Beneficiary intends to support the implementation of the new Sport School policy and contribute to the financing of the ISONGA program of the Ministry of Sports (the "**Project**"), as described further in Schedule 2 - (*Project Description*).
- (B) The Beneficiary has requested that the Agency makes available a Grant for the purposes of financing the Project in part.
- (C) Pursuant to resolution n° C20201103 of the Director of Africa dated December 4th, 2020, the Agency has agreed to make available the Grant to the Beneficiary pursuant to the terms and conditions of this Agreement.

IT IS 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*), subject to provisions to the contrary.

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2. GRANT, PURPOSE AND CONDITIONS OF UTILISATION

2.1 Grant

Subject to the terms of this Agreement, the Agency makes available to the Beneficiary a Grant in a maximum aggregate amount of one million fifty thousand Euros (EUR 1 050 000).

2.2 Purpose

The Beneficiary shall apply all amounts made available to it under this Grant exclusively towards financing Eligible Expenses, excluding taxes, duties and any rights in accordance with the Project's description as set out in Schedule 2 - (*Project Description*) and the Financing Plan set out in Schedule 3 - (*Financing Plan*).

2.3 Monitoring

The Agency cannot be held responsible for the use of any amount made available to the Beneficiary which is not in accordance with the provisions of this Agreement.

2.4 Conditions precedent

- (a) No later than the Signing Date, the Beneficiary shall provide the Agency with all of the documents set out in PART I of Schedule 4 - (*Conditions Precedent*).
- (b) The Beneficiary shall be entitled to deliver a Drawdown request to the Agency if:
 - (i) in the case of a first Drawdown, the Agency has received all documents as listed in PART II of Schedule 4 - (*Conditions Precedent*) and has notified the Beneficiary that such documents are satisfactory in form and substance;
 - (ii) in the case of any subsequent Drawdown, the Agency has received all documents set out in PART III of Schedule 4 - (*Conditions Precedent*) and has notified the Beneficiary 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, the conditions set out in this Agreement have been fulfilled, including:
 - (1) the Drawdown request has been made in accordance with the terms of Clause **Error! Reference source not found.** (*Error! Reference source not found.*);
 - (2) no event referred to in Clause 4 (*Postponment or Dismissal of the Drawdown Requests*) is continuing or may occur;
 - (3) each representation given by the Beneficiary in relation to Clause 5 (*Representations and warranties*) is true; and
 - (4) the previous Advance was used in accordance with this Agreement and the Drawdown request.

3. DRAWDOWN OF FUNDS

3.1 Drawdown request

Provided that the conditions set out in Clause 2.4 (*Conditions precedent*) are satisfied, the Beneficiary may draw funds from the Grant, in one or several Drawdowns, by delivery to the Agency of a duly completed Drawdown request.

Each Drawdown request shall be delivered by the Beneficiary (represented by the duly authorised representative of the Ministry of Sports) to the head of the Agency office at the address specified in Clause 10 (*Notices*).

A Drawdown request will not be regarded as having been duly completed unless all required documents are attached to the Drawdown request and comply with the provisions of Clause 3.2 (*Payment mechanism*).

If all conditions set out in this Agreement are met, the Agency will transfer the requested Drawdown to the Beneficiary.

3.2 Payment mechanism

The funds will be made available in accordance with the following terms and conditions:

3.2.1 Refinancing of Eligible Expenses paid by the Beneficiary

The funds shall be paid directly to the Beneficiary in accordance with the terms and conditions of this Agreement upon delivery by the Beneficiary to the Agency of evidence showing the implementation works or service corresponding to the Eligible Expenses, in form and substance satisfactory to the Agency. The Beneficiary shall attach to its Drawdown requests the documents set out in PART II and/or PART III of Schedule 4 - (*Conditions Precedent*), as the case may be.

The Beneficiary retains in its possession all original documents and to make such documents available to the Agency at any time.

The Agency may request that the Beneficiary provides any other evidence of its payment of the relevant Eligible Expenses.

3.2.2 Direct payments by the Agency to Contractors

(a) The Beneficiary may request that the proceeds of a Drawdown are made available directly to Contractors for the payment of Eligible Expenses due under a procurement contract for the supply of goods, services and/or other works entered into for the purposes of implementing the Project. To that effect, the Beneficiary shall deliver to the Agency any instructions necessary to pay the Drawdown directly to the third party contractor and the documents listed in PART II and/or PART III, as the case may be, of Schedule 4 - (*Conditions Precedent*):

In addition, the Beneficiary undertakes to complete, or to procure that any other authorised entity completes, any instrument or administrative act to authorise direct payments to the Contractor(s) and to ensure that such instrument or administrative acts remain valid for the duration of the Operation Agreement.



Accordingly, the Beneficiary appoints the Agency as proxy, and the Agency accepts, to pay the funds of a Drawdown on behalf of the Beneficiary directly to the Contractor[s] without further action by the Beneficiary.

Drawdowns payable to the Contractor shall be made on monthly basis for the duration of the Service in accordance with the timetable to be attached as a schedule to the Operation Agreement. The Contractor shall then deliver to the Beneficiary a historical quarterly invoice setting out any necessary billing adjustments to be made. After it has approved the invoice, the Beneficiary shall deliver the same with its signature to the Agency in order to request payment of the relevant Drawdowns.

In the event that the Operation Agreement is to be terminated, the Beneficiary shall inform the Agency which, in turn, shall cancel the Drawdowns as of such notification of impending termination. The amounts still due to the Contractor shall be paid in arrears and upon the production of an invoice approved by the Beneficiary and notified to the Agency for payment.

The Beneficiary is responsible for compliance with any legal, accounting or administrative rules regarding the validity of direct payments to the Contractor(s).

- (b) The Beneficiary hereby authorises the Agency, upon its request, to make direct payments in accordance with paragraph (a) above from the funds of a Drawdown. The Agency is not required, at any time, to verify whether there is a restriction of any nature on the payment of the Drawdown. The Agency reserves the right to reject such a request if it becomes aware of any such restriction.
- (c) The Agency shall not be liable to the Beneficiary in any way whatsoever in relation to such Drawdowns and the Beneficiary waives any action it may have against the Agency in this respect. The Beneficiary shall indemnify the Agency against any cost, loss or liability which the Agency incurs in relation to any third party actions against the Agency in respect of such mandate.

3.2.3 Place of payment

Any funds to be transferred by the Agency to the Beneficiary by way of the Grant will be paid to any bank account in France which has been specifically designated for such purpose by the Beneficiary.

As an exception to the above, and provided that the Agency has given its prior consent, the funds to be transferred to the Beneficiary may be paid to a bank account in the country of the Beneficiary or any other country previously agreed with the Agency.

The funds shall be paid to any financial institution of that country and, depending on the request by the Beneficiary, either in (i) Euros to a bank account denominated in Euros; or (ii) an equivalent of the Drawdown in the currency of legal tender in the jurisdiction of the Beneficiary, in at a market rate of exchange on the day of payment and to a bank account denominated in that currency; or (iii) another convertible currency to a bank account denominated in such currency.

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3.2.4 Renewable advances

Each Drawdown shall be made available by the Agency in the form of advances (an "**Advance(s)**") paid into the Project Account (as defined below).

a) Opening of the Project Account

The Beneficiary shall open and maintain an account in the name of the Project (the "**Project Account**"), with 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 Beneficiary shall deposit the proceeds of the Grant in an account (the "**Project Account**"), opened with at an Acceptable Bank (the "**Account Bank**"), for the purpose of (i) receipt of the proceeds of a Drawdown; and (ii) payment of the Eligible Expenses. The Parties agree that the Project Account will not be maintained and used for the sole purpose of the Project, provided however that the proceeds of the Grant shall be used exclusively for financing the Project.]

The Beneficiary hereby undertakes 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 Beneficiary at the Account Bank, or against any other debt of the Beneficiary.

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

b) First Advance

Provided that the conditions set out in Clause 2.4 (*Conditions precedent*) have been satisfied, the Agency shall pay a first Advance to the Project Account.

c) Additional Advances

Additional Advances will be paid upon the Beneficiary's request, subject to the conditions set out in Clause 2.4 (*Conditions precedent*) being satisfied.

d) Final Advance

Unless the Agency 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, as agreed between the Parties.

e) Justification for Use of Advances

The Beneficiary agrees to deliver to the Agency:

- (i) no later than the Deadline for Use of Funds, a certificate signed by an authorised signatory of the 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 from the date of delivery of the certificate referred to in subparagraph (i), a final audit report of the Project Account

(the “**Final Audit Report**”), carried out by an independent and reputable auditing firm which has been appointed by the Beneficiary subject to the Agency’s no-objection on the terms of reference of the audit mission and the appointed auditing firm. All audit costs shall be applied against the funds of the Grant. The Beneficiary shall ensure that the auditing firm verifies that all Advances/Drawdowns made under the Grant and paid into the Project Account have been used in accordance with the terms and conditions of this Agreement.

3.2.5 Applicable exchange rate

If any Eligible Expenses are denominated in a currency other than Euro, the Beneficiary shall convert the invoice amount into the equivalent amount in Euros using the InfoEuro monthly screen rate for the applicable currency on the posting date of the relevant invoice. The Agency will receive, together with expenses documentary evidence, the InfoEuro rate that has been used.

3.2.6 Deadline for Use of Funds

The Beneficiary agrees that all funds disbursed in the form of an Advance shall be used in full to finance Eligible Expenses no later than the Deadline for Use of Funds.

3.2.7 Control – audit

The Beneficiary agrees that the Project Account shall be audited on an annual basis until the Deadline for Use of Funds. These audits shall be carried out by an independent and reputable auditing firm, appointed by the Beneficiary, subject to the Agency’s no-objection on the terms of reference of the audit mission and the appointed auditing firm. All audit costs shall be applied against the funds of the Grant. The auditing firm shall verify that all Drawdowns/Advances 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 three (3) months following the end of each fiscal year.

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

3.2.8 Failure to provide justification for the use of Advances by the Deadline for Use of Funds

The Agency may request that the Beneficiary reimburses 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 Beneficiary shall reimburse such amounts to the Agency within twenty (20) calendar days of receipt of the Agency’s notification in this respect.

3.2.9 Retention of documents

The Beneficiary shall retain the documentary evidence and other documents in connection with the Project Account and utilisation of the Advances for a period of ten (10) years from the Deadline for Drawdown.

The Beneficiary undertakes to deliver such documentary evidence and other documents to the Agency or to any auditing firm appointed by the Agency, upon the Agency’s request.

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3.3 Deadline for Drawdown

The final Drawdown request shall be received by the Agency no later than fifteen (15) calendar days before the Deadline for Drawdown. If such request is made during the month preceding the Deadline for Drawdown, it shall be addressed to the Agency and be sent by registered mail, requesting an acknowledgment of receipt.

Any part of the Grant that remains unpaid on such Deadline for Drawdown shall be automatically cancelled.

4. POSTPONMENT OR DISMISSAL OF THE DRAWDOWN REQUESTS

The Agency shall be entitled to suspend or postpone, or definitively dismiss any Drawdown request upon the occurrence of any of the following events:

(a) Project Documents

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

(b) Misrepresentation

A representation made or warranty given by the Beneficiary in this Agreement, including under Clause 5 (*Representations and warranties*), or in any document delivered by or on behalf of the Beneficiary under or in relation to this Agreement, is incorrect or misleading when made or given, or deemed to be made or given.

(c) Undertakings and Obligations

The Beneficiary does not comply with any term of this Agreement, including, without limitation, any of the undertakings it has given pursuant to Clause 6 (*Undertakings*) and Clause 7 (*Information Undertakings*).

(d) Unlawfulness

It is or becomes unlawful for the Beneficiary to perform any of its obligations under this Agreement.

It becomes unlawful for the Agency pursuant to its applicable law to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Grant.

(e) Material adverse change

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

(f) Withdrawal or suspension of the Project

Any of the following occurs:

- the implementation of the Project is suspended or postponed for a period exceeding six (6) months; or
- the Project has not been completed in full by the Technical Completion Date; or

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– the Beneficiary withdraws from, or ceases to participate in, the Project.

(g) Authorizations

Any Authorization required for the Beneficiary in order to perform or comply with its obligations under this Agreement 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.

(h) Suspension of free convertibility and free transfer

Free convertibility and/or free transfer of the amounts received in relation to the Grant by the Beneficiary, or any other funds provided by the Agency to the Beneficiary or any beneficiary of the jurisdiction of the Project, is challenged.

(i) Default by the Beneficiary in relation to a credit facility agreement

The Beneficiary is in default in relation to a credit facility agreement entered into with the Agency.

5. REPRESENTATIONS AND WARRANTIES

All the representations and warranties set out in this Clause 5 (*Representations and warranties*) are made by the Beneficiary for the benefit of the Agency on the Signing Date. All the representations and warranties in this Clause 5 (*Representations and warranties*) are deemed to be made by the Beneficiary on each Drawdown Date.

5.1 Power and authority

The Beneficiary has the power to enter into, perform and deliver this Agreement and Project Documents and to perform all contemplated obligations. The Beneficiary has taken all necessary action to authorise its entry into, performance and delivery of this Agreement and Project Documents and the activities funded by the Grant.

5.2 Binding Obligations

The obligations expressed to be assumed by the Beneficiary under this Agreement comply with all laws and regulations applicable to the Beneficiary in its jurisdiction of establishment and are legal, valid, binding and enforceable obligations which are effective in accordance with their written terms.

5.3 No conflict with other obligations

The entry into and performance by the Beneficiary of, and the obligations contemplated by, this Agreement do not conflict with any domestic or foreign applicable law or regulation, or any agreement or instrument binding upon the Beneficiary or affecting any of its assets.

5.4 Validity and admissibility in evidence

All Authorizations required:

- (a) to enable the Beneficiary to lawfully enter into, and exercise its rights and comply with its obligations under this Agreement and Project Documents; and

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- (b) to make this Agreement and the Project Documents admissible in evidence in the courts of the jurisdiction of the Beneficiary,

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 Authorizations.

5.5 Project Authorizations

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

5.6 Procurement

The Beneficiary: (i) has received a copy of the Procurement Guidelines and (ii) understands the terms of the Procurement Guidelines, in particular, those terms relating to any actions which the Agency may take in the case of a breach of the Procurement Guidelines by the Beneficiary which has confirmed that it understands the terms of the Procurement Guidelines.

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

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

The Beneficiary represents and warrants that:

- (i) all the funds invested in the Project are from the State budget
- (ii) the Project (in particular, the negotiation, award and performance of any contracts which have been funded by the Grant) has not given rise to any Act of Corruption, Fraud or Anti-Competitive Practice.

6. UNDERTAKINGS

The undertakings in this Clause 6 (*Undertakings*) take effect on the Signing Date and remain in full force and effect for the duration of this Agreement.

6.1 Authorizations

The Beneficiary shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorization required under any applicable law or regulation to enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability and admissibility in evidence of this Agreement or any Project Document.

6.2 Project Documents

The Beneficiary shall provide the Agency with a copy of any amendment to any Project Documents and shall not, and shall not agree to, make any material amendment to any Project Document without obtaining the Agency's prior consent.



6.3 Compliance with laws and regulations

The Beneficiary shall comply:

- (a) in all respects with all laws and regulations to which it and/or the Project is subject, particularly in relation to publication of information encouraging tax transparency, as well as all applicable environmental protection, safety and labour laws including conventions of the International Labour Organization (“ILO”) and the international environmental conventions with respect to environmental protection which are not conflicting with applicable law of the relevant country;
- (b) with all of its obligations under the Project Documents.

6.4 Procurement

In relation to the procurement, award and performance of contracts entered into in connection with the implementation of the Project, the Beneficiary shall comply with, and implement, the provisions of the Procurement Guidelines.

The Beneficiary shall take all actions and steps necessary for the effective implementation of the Procurement Guidelines.

6.5 Additional Financing

The Beneficiary shall not amend or alter the Financing Plan without obtaining the Agency’s prior written consent and shall finance any additional costs not anticipated in the Financing Plan on terms satisfactory to the Agency.

6.6 Assignment

Upon the Agency’s request, the Beneficiary shall:

- (i) include in the Insurance Policies the Agency as sole beneficiary of any insurance proceeds; and
- (ii) assign to the Agency the benefit of the Contractor’s Guarantees.

6.7 Implementation of the Project

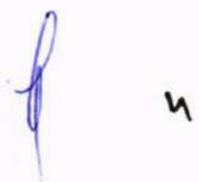
The Beneficiary shall:

- (i) ensure that persons, groups or entities participating in the implementation of the Project are not listed on any Financial Sanctions List (including those related to the fight against terrorist financing)
- (ii) not purchase, supply, finance any supplies, services or sectors which are subject to an Embargo by the United Nations, the European Union or France.

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

The Beneficiary undertakes:

- (i) to ensure that the funds other than State funds invested in the Project will not come from Illicit Origin;



- (ii) to ensure that the Project (in particular during the negotiation, entry into and performance of the contracts financed by the Grant) shall not give rise to any Act of Corruption, Fraud or Anti-Competitive Practice;
- (iii) to inform the Agency with no delay as soon as it becomes aware of or suspects any Act of Corruption, Fraud or Anti-Competitive Practice;
- (iv) to take all necessary measures to remedy the situation in a manner satisfactory to the Agency and within the time period determined by the Agency, in the case of paragraph (iii), or at the Agency's request if the Agency suspects that the acts or practices specified in paragraph (iii) have occurred; and
- (v) to notify the Agency without delay if it is aware of information which leads to suspect the Illicit Origin of funds invested in the Project.

6.9 Environmental and social responsibility

6.9.1 Implementation of environmental and social measures

In order to promote sustainable development, the Parties agree that it is necessary that internationally recognised environmental and labour standards, including the fundamental conventions of the International Labour Organization ("ILO") and the relevant international environmental treaties, be complied with.

For such purpose, the Beneficiary shall within the context of the Project include in the competitive bid documentation and procurement contracts a clause whereby each Contractor undertakes, and procures that its sub-contractors (if any) undertake, to comply with such international standards in accordance with the applicable laws and regulations of the country in which the Project is being implemented. The Agency reserves the right to request that the Beneficiary provides a report on environmental and social conditions of implementation of the Project.

6.9.2 Environmental and social (ES) complaints management

- (a) The Beneficiary (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 Agency 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 Beneficiary and the Agency, the same contractually binding effect as this Agreement.
- (b) The Beneficiary expressly authorises the Agency 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 7 -(Non).

6.10 Project accounts

The Beneficiary shall open, maintain and use the Project Account in accordance with the terms of this Agreement.

6.11 Preservation of Project and insurances

The Beneficiary shall:

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- (a) to implement and maintain the Project in accordance with generally accepted principles of care and commercial practice and in accordance with technical standards in force;
- (b) to maintain all Project assets in good working order and condition in accordance with all applicable laws and regulations and use such assets for their proper purpose and in accordance with all applicable laws and regulations.

6.12 Inspections

The Beneficiary shall allow the Agency and its representatives to carry out inspections in relation to the implementation and operations, financial aspects included, of the Project, its impact and the achievement of the objectives of the Project.

The Beneficiary shall co-operate with the Agency and its representatives when carrying out such inspections, the timing and format of which shall, in each case, be determined by the Agency following consultation with the Beneficiary.

The Beneficiary shall retain and make available for inspection by the Agency, all documents relating to the Project for a period of ten (10) years following the Deadline for Drawdown.

6.13 Project Evaluation

The Beneficiary acknowledges that the Agency 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 Beneficiary 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.

6.14 The Beneficiary shall comply with all applicable laws and regulations on safety matters as part of the Project. The Beneficiary is solely responsible for the safety of its staff.

The Agency is not responsible for the safety of the Beneficiary's staff or the latter's safety procedures, or for managing the safety of the Beneficiary's staff.

The Beneficiary is solely responsible for the safety of the individuals and/or the personnel of any legal persons to whom it may entrust or delegate all or part of the Project implementation in any manner whatsoever. The Agency is not responsible for the safety procedures and safety management of these individuals or the staff of these legal persons.

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The Agency will not issue a No Objection opinion concerning the safety obligations that the Beneficiary intends to apply to persons to whom it may entrust or delegate all or part of the Project implementation.

6.15 Specific Undertakings

The Beneficiary undertakes to:

(i) provide the expert performing the Services (Component A. with free acces to the relevant premises, so that such experts carry out the Services properly: and

(ii) make available enough financial means and human ressources to all the entities mentioned in Components A and B of the Project (as described in Schedule 2 – *(Project Description)*), so that these entities may have all necessary means to operate accurately and properly.

7. INFORMATION UNDERTAKINGS

The undertakings in this Clause 7 (*Information Undertakings*) take effect on the Signing Date and remain in full force and effect for the duration of this Agreement.

7.1 Progress report

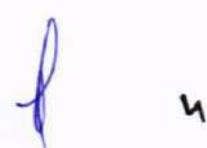
The Beneficiary shall provide the Agency with:

- (a) until the Technical Completion Date, within fifteen (15) calendar days from the end of each half-year with a technical and financial progress report in relation to the implementation of the Project and an annual Follow-up report of the Project' Indicators in the form set out in Schedule 5 (*Error! Reference source not found.' Indicators*) .
- (b) within three (3) months after the Technical Completion Date, with a general implementation report (the "**General Implementation Report**") including a follow-up report with respect to the project' indicators in the form set out in Schedule 5 - (*Form of Follow-up report of the Project' Indicators*).

7.2 Information - miscellaneous

The Beneficiary shall provide the Agency with:

- (a) immediatly upon becoming aware of them, details of any event or circumstance which is or may be an event causing a deferral or dismissal of a Drawdown request 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 and at the latest 48 hours following its occurrence, 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 safety, the working conditions of its employees or any contractors working on the implementation of the Project, the nature of such incident or accident, together with details of any action taken or proposed to be taken, as applicable, by the Beneficiary to remedy it;
- (c) promptly, details of any decision or event which might affect the organisation, completion or operation of the Project;



- (d) for the all duration of the Project implementation, the interim and final reports prepared by any service provider and/or Contractor, and thereafter a comprehensive implementation report;
- (e) promptly, any further information or documents with respect to the use of funds and implementation conditions of the Project Documents as well as contracts entered into for their implementation that the Agency may reasonably request;
- (f) as soon as possible, throughout the duration of the business relationship, provide the Agency with any document or information about the Beneficiary that the Agency may request, to enable the Agency to fulfill its know-your-customer ("KYC") obligations under anti money laundering and anti-terrorist regulations, in particular for the purpose of updating its KYC information on the client (the Beneficiary);

8. COSTS AND EXPENSES - REGISTRATION

The Beneficiary shall pay all costs and expenses incurred in connection with the negotiation, preparation and signing of this Agreement including, as the case may be:

- (i) lawyer's fees;
- (ii) registration costs, if registration is requested by one of the Parties, and other similar taxes payable in respect of this Agreement; and
- (iii) costs and expenses in connection with the transfer of funds from Paris financial centre to any other financial centre agreed with the Agency.

Payment by the Agency of any costs and expenses in connection with the negotiation, preparation and signing of this Agreement shall be charged to the remaining funds of the Grant.

9. MISCELLANEOUS

9.1 Language

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

All communications or documents provided under, or in connection with, this Agreement shall be in English or French.

The Agency may request that any communication or document provided under, or in connection with, this Agreement which is not in English or French is accompanied by a Certified English translation, in which case, the English translation shall prevail unless the document is a legal text or other official document.

9.2 Partial Invalidity

If, at any time, a term of this Agreement is or becomes illegal, invalid or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement will not be affected.

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9.3 No waiver

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

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

The Agency's rights and remedies under this Agreement are cumulative and not exclusive of its rights and recourse under any applicable law.

9.4 Assignment

The Beneficiary 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 Agency.

9.5 Legal effect

The Schedules annexed hereto, the Procurement Guidelines and the recitals hereof form part of this Agreement and have the same legal effect as the other terms of this Agreement.

9.6 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.

9.7 Amendments

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

9.8 Confidentiality - Disclosure of information

- (a) The Beneficiary shall not disclose the content of this Agreement to any third party without the prior consent of the Agency except to any person to whom the Beneficiary has a disclosure obligation under any applicable law, regulation or judicial ruling.
- (b) Notwithstanding any existing confidentiality agreement, the Agency may disclose any information or documents in relation to the Project to: (i) its auditors, experts, rating agencies, legal advisers or supervisory bodies; and (ii) any person or entity for the purpose of taking any protective measures or preserving the rights of the Agency under this Agreement.
- (c) Furthermore, the Beneficiary hereby expressly authorizes the Agency to communicate and disclose on its website information relating to the Project and its financing as listed in Schedule 6 - (*Information that the Agency is authorised expressly to disclose on the Agency's website (in particular on its open data platform)*).

9.9 Statute of Limitations

The statute of limitations period in relation to this Agreement is ten (10) years.



10. NOTICES

10.1 In writing

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

For the Beneficiary:

REPUBLIC OF RWANDA

Address: P.O. Box: 158, Kigali; Telephone: +250-252575756

Facsimile: +250-252577581

Attention: Dr. Uzziel NDAGIJIMANI, Minister

For the Agency:

AFD REGIONAL DIRECTION EASTERN AFRICA

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

P.O. Box 45955 – 00100 Nairobi - Kenya

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 with at least five (5) Business Days' prior notice.

10.2 Effectiveness

Any notice, request or communication made, or any document sent, by a Party to the other Party in connection with this Agreement is deemed to become effective as follows:

- (i) if by fax, when received in a legible form; and
- (ii) if posted, when delivered to the correct address,

and, where a particular person or a department has been specified, if such notice, request or communication has been addressed to that person or department.

10.3 Electronic communications

- (a) Any communication made by one person to another under or in connection with this Agreement may be sent 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;

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- (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.

11. ENTRY INTO FORCE – DURATION – TERMINATION

11.1 Entry into Force and Duration

This Agreement comes into force on the day of the Signing Date provided that all the requested formalities in relation to the validity of this Agreement under the law of the country of the Beneficiary have been fulfilled in a satisfactory manner for the Agency and shall remain in full force and effect until the expiration date of a two (2) year period starting on the date of the Final Audit Report set out in Clause 0 for 3 years as from the Signing Date.

Notwithstanding the above, the requirements of Clause 3.2.9 (*Retention of documents*), clause 6.12 6.12 (*Inspections*) and Clause 9.8 (*Confidentiality - Disclosure of information*) will remain in full force and effect for five (5) years following the date mentioned in the paragraph above.

11.2 Termination

The Agency reserves the right to terminate this Agreement if the first Drawdown has not been drawn within eighteen (18) months from the date of approval of the Grant referred to in paragraph (C) of the Recitals.

The Agency also reserves the right to terminate this Agreement upon the occurrence of one of the events referred to in Clause 4 (*Postponement or Dismissal of the Drawdown Requests*).

The Agency shall inform the Beneficiary of such termination by registered mail. Upon request by the Agency, and due to the occurrence of any of these events, the Beneficiary shall repay the funds of the Grant, in whole or in part.

12. GOVERNING LAW, ENFORCEMENT AND SERVICE OF PROCESS

12.1 Governing Law

This Agreement is governed by French law.

12.2 Jurisdiction

Any dispute arising out of or in connection with this Agreement shall be settled by the courts of Paris.

12.3 Choice of domicile

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 Beneficiary irrevocably chooses its registered office as at the date of this Agreement at

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the address set out in Clause 10 (*Notices*) as its domicile, and the Agency chooses the address “AFD Head Office” set out in Clause 10 (*Notices*) as its domicile.

Executed in two (2) originals, at Kigali, on May 27th, 2021.

BENEFICIARY

REPUBLIC OF RWANDA

Represented by:



Name: Dr Uzziel NDAGIJIMANA

Capacity: Minister of Finance and Economic Planning

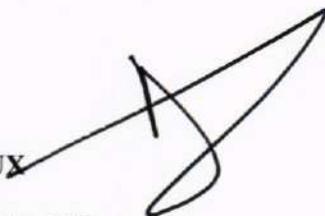
AGENCY

AGENCE FRANÇAISE DE DÉVELOPPEMENT

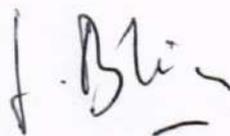
Represented by:

Name: Mr Rémy RIOUX

Capacity: Chief Executive Officer



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 Agency.
Account Bank	means the Acceptable Bank with which the Beneficiary shall open and maintain the Project Account.
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 this term in Clause 3.2 (<i>Payment mechanism</i>).
Agreement	means this financing agreement, including its recitals, Clauses, Schedules, Procurement Guidelines 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: (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>

	(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.
Authority(ies)	means any government or any body, department or commission exercising a public prerogative, or any administration, court, agency or state or any governmental, administrative, tax or judicial entity.
Authorization(s)	means any Authorization, consent, approval, resolution, permit, licence, exemption, filing, notarization or registration, or any exemptions in respect thereof, obtained from or provided by an Authority, whether granted by means of an act or omission within a defined time limit.
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.
Component A	means the component A of the Project as described in Schedule 2 - (<i>Project Description</i>)
Contractor(s)	means third party contractor(s) appointed by the Beneficiary to implement all or part of the Project as described in Schedule 2 - (<i>Project Description</i>).
Contractor's Guarantee(s)	means any guarantee provided to the Beneficiary directly or indirectly by any co-contractor in charge of the implementation of the Project or any part thereof, such as, for example, the completion guarantees or the advance payment guarantee.
Deadline for Drawdown	means June 30 th , 2024, date after which no further Drawdown may occur.
Deadline for Use of Funds	means the expiration date of a twelve (12) month period starting on the payment date of the last Advance.
Drawdown	means the drawdown of all or part of the funds made available by the Agency to the Beneficiary in connection with the Grant pursuant to the conditions set out in Clause 3 (<i>Drawdown of Funds</i>).
Eligible Expense(s)	means the expense(s) relating to the Component B of the Project as set out in Schedule 3 - (<i>Financing Plan</i>).
Embargo	means any sanction of a commercial nature which is intended to prohibit any import or export (any supply, sale or transfer) of one or several types of goods, products or services going to and/or coming from any country for a given period and as published and amended by the United Nations, the European Union or France.

Handwritten signature and initials in blue ink, located at the bottom right of the page.

ES Complaints-Management Mechanism's Rules of Procedures	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.
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.
Final Audit Report	has the meaning given to this term in Clause 3.2.4 (e) (<i>Justification for use of Advances</i>).
Financial Sanctions List	<p>means the list(s) of specially appointed persons, groups or entities which are subject to financial sanctions by the United Nations, the European Union and France.</p> <p>For information purposes only and for the convenience of the Beneficiary, who may not rely on them, the following references or website addresses are provided:</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>
Financing Plan	means the financing plan of the Project set out in Schedule 3 - (<i>Financing Plan</i>).
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 Beneficiary 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 its effect the misappropriation or wrongful retention of funds or in 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.
Grant	means the commitment granted by the Agency in accordance with this Agreement up to the maximum principal amount set out in Clause 2 (<i>Grant, Purpose and Conditions of Utilisation</i>).
Illicit Origin	means funds obtained through: the commission of any predicate offence as designated in the FATF 40 recommendations Glossary under " <i>catégories désignées d'infractions</i> " (http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommendations_GAFI.pdf);; – any Act of Corruption; or – any Fraud against the Financial Interests of the European Community, if or when applicable.
Insurance Policies	means the insurance policies that [the Beneficiary] <i>or</i> [the Final Beneficiary] is required to subscribe and maintain in connection with the implementation of the Project, in a form acceptable to the Agency.
Integrity Statement	means the integrity, eligibility and environmental and social undertaking statement, the form for which is set out in the schedules to the Procurement Guidelines. Such statement shall be provided by any tenderer or candidate pursuant to the terms set out in clause 1.2.3 of the Procurement Guidelines.
Material Adverse Effect	means a material adverse effect on: – the Project, insofar as it would jeopardise the continuation of the Project in accordance with this Agreement and the Project Documents; – the business, assets, financial condition of the Beneficiary or its ability to honour its obligations under this Agreement and the Project Documents; – the validity or enforceability of this Agreement and any Project Documents.
Procurement Guidelines	means the contractual provisions in the guidelines relating to procurement financed by the Agency in foreign countries in full force and effect on the date of this Agreement, a copy of which is available on the Website and has been delivered to the Beneficiary.
Project	means the project as described in Schedule 2 - (<i>Project Description</i>).



Project Account	has the meaning given to this term in Clause 3.2.4, a) (<i>Opening of the Project Account</i>).
Project Authorizations	means the Authorizations necessary in order for (i) the 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 Beneficiary is a party to be admissible as evidence before courts in the jurisdiction of the Beneficiary or before a competent arbitral tribunal.
Project Documents	means all the documents, and in particular agreements, supplied or executed by the Beneficiary regarding the implementation of the Project, in particular the manual of administrative, financial and accounting procedures, and the project implementation document, including a budgeted work plan.
Public Official	means any holder of legislative, executive, administrative or judicial office whether appointed or elected, permanent or temporary, paid or unpaid, regardless of rank or any other person defined as a public officer under the domestic law of the Beneficiary's jurisdiction of incorporation, and any other person exercising a public function, including for a public agency or organisation, or providing a public service.
Schedule(s)	means any schedule or schedules to this Agreement.
Signing Date	means the date of execution of this Agreement by all the Parties.
Technical Completion Date	means the date for the technical completion of the Project which is expected to be 31 st December 2024
Website	means the website of the Agency (http://www.afd.fr/) or any other such replacement website.

Schedule 1B - Construction

- (a) “**assets**” includes all present and future properties, revenues and rights;
- (b) any reference to the “**Beneficiary**”, a “**Party**” or a “**Agency**” includes its successors in title, permitted assigns and permitted transferees;
- (c) any reference to this Agreement or other document or security is a reference to this Agreement or to such other document or security as amended, restated or supplemented and includes, if applicable, any document which replaces it through novation, in accordance with this Agreement;
- (d) a “**guarantee**” includes any security and any guaranty which is independent from the debt to which it relates;
- (e) 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);
- (f) 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 on the rights and obligations of a Party;
- (g) a provision of law is a reference to that provision as amended;
- (h) unless otherwise provided, a time of day is a reference to Paris time;
- (i) The Section, Clause and Schedule headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (j) 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; and
- (k) a reference to a Clause or Schedule shall be a reference to a Clause or Schedule of this Agreement.



SCHEDULE 2 - Project Description

1. Objectives

The overall objective of the project is to contribute to the reinforcement of sport at school by supporting the implementation of the new "Sport School policy" validated in July 2020, assorted by a School sport strategic plan that covers the 2020/21-2024/25 period. This policy is endorsed by Ministry of Education (MINEDUC) and Ministry of Sports (MINISPORTS), and aims at promoting values and life skills that sport helps acquiring.

In line with AFD's Sport and Development approach, the AFD grant of **EUR 1,500,000** will be earmarked to support the implementation of this new policy (Component A) and contribute to the financing of the ISONGA program of the MINISPORTS (Component B). The latest program has a major educational dimension since it consists in detecting young sports talents, boys and girls, within a school environment, through the 30 centers of excellence chosen for this first pilote project.

The AFD Grant will support therefore be MINEDUC and MINISPORTS.

2. Content

AFD's commitment is considered on the following two components:

- 1) **Component A -- A first component of EUR 450,000 to provide i) technical assistance to MINEDUC in the implementation of its new "Sport-at School Policy" and ii) technical assistance to MINISPORTS to help it strengthen its project management capacities.**

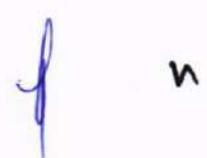
The objective of the technical assistance provided to MINISPORTS aims at supporting the launch of the pilot phase of the ISONGA program, and ensure its sustainability beyond AFD financing. The Technical Assistance (TA) will help preparing all the project documents (baseline, logical framework, procedures manual, procurement plans, tender preparation, communication plan, etc.). This would allow the swift start of the pilot phase of the ISONGA program and the lifting of the conditions precedent to the first disbursement of the funds granted by AFD. The TA will also support the operationalization of the Single Project Implementation Unit (SPIU) (drafting of the procedures manual, establishment of a monitoring and evaluation system, creation of monitoring and evaluation tools, implementation of the capacity-building plan, etc.).

Regarding MINEDUC, the support will be dedicated to operationalization of the school sports policy, in particular with the implementation of its School Sports Strategic Plan. The MINISPORTS will benefit as well of that support. Among other activities, the TA will help in: the creation of monitoring tools, the implementation of monitoring bodies for the school sport policy, curricula adaptation, development of a strategic financing document for this school sports policy, development of a communication plan, creation of communication tools to promote the "Sport at School Policy", etc.

The technical assistance will also support and facilitate discussions between MINISPORTS and MINEDUC around the implementation of the school sports policy.

- 2) **Component B -- A second component to the tune of € 1,050,000 dedicated to contribute to the financing of the ISONGA program and its Single Program Implementation Unit (SPIU) placed under the supervision of the Permanent Secretary of MINISPORTS.**

The pilot phase of ISONGA program supported by AFD will focus on 30 centers of excellence. It will last for two years, starting in 2021 until 2023. Ultimately, the ambition of the ministry is to open a training center in each district, a regional center of excellence in each of the 5 provinces and a national high-level sports center. Among the 30 centers selected by MINISPORTS for the pilote project, a good



number are dedicated exclusively to girls - in order to ensure that, thanks to the ISONGA program, a significant number of young girls will be trained and reach international levels.

The program covers six sports disciplines: football, basketball, handball, volleyball, athletics and cycling. Depending on their infrastructure and capacities, the schools that host the centers of excellence can offer their students one to several disciplines. Most of those centers of excellence are boarding schools, what facilitates trainings after schools for the students.

The sub-components of the ISONGA program to be financed by AFD are as follows:

- Training of coaches and referees managed by the FRSS and undertaken by the technicians of the different sport federations;
- Small rehabilitations of infrastructures and sport equipment in the centers of excellence. The rehabilitations will concern the following infrastructures: 7 football fields, 6 basketball courts, 7 volleyball courts, 5 handball fields, 2 athletics tracks. In addition, the funding allocated to MINISPORTS will be used to increase sports equipment in the centers, in particular in terms of balls which are too few in number as of today.
- Awareness-raising campaigns on the benefits of sport, with a focus on girls;
- Organization of Sports competitions between the centers of excellence – which is the main way to identify the talents thanks to the technicians of the different sport federations.
- Financing of the SPIU of the MINISPORT: the team of the ministry have defined 3 profiles that will be recruited at the launch of the project: i) a coordinator of the SPIU, ii) a financial profile in charge of management, control and reporting of use of funds and iii) a project manager dedicated to the operational implementation of the project.

The MINISPORTS will be in charge of this Component B of the Project, through its SPIU.

3. Stakeholders and modus operandi

The Beneficiary is the Republic of Rwanda, represented by the Ministry of Finance and Economic Planning (MINECOFIN). The MINISPORTS will be in charge of the monitoring of the Component B of the Project, through its SPIU.

AFD will issue "no objections" on the manual of procedures, external audits and evaluation, the composition of the project steering committee and the program of activities. The procurement plan and activity reports which will include financial and technical information and report on compliance with project objectives. Market control will be carried out as part of the external accounting and financial audit. The applicable procurement rules will be those of MINISPORTS regarding Component B, which must be validated by AFD before the first disbursement.

4. Project duration

The estimated duration of the Project is 2 scholar years.



Schedule 3 - Financing Plan

Estimated cost of the Project per component	Euros	%
Component A (Project management under AFD management dedicated to MINEDUC and MINISPORTS)	EUR 450 000	30%
Component B (Project management under MINISPORTS)	EUR 1 050 000	70%
<ul style="list-style-type: none"> • Training of coaches and referees managed by the FRSS and undertaken by the technicians of the different sport federations; • Small rehabilitations of infrastructures and sport equipment in the centers of excellence. The rehabilitations will concern the following infrastructures: 7 football fields, 6 basketball courts, 7 volleyball courts, 5 handball fields, 2 athletics tracks. In addition, the funding allocated to MINISPORTS will be used to increase sports equipment in the centers, in particular in terms of balls which are too few in number as of today. • Awareness-raising campaigns on the benefits of sport, with a focus on girls ; • Organization of Sports competitions between the centers of excellence – which is the main way to identify the talents thanks to the technicians of the different sport federations. • Financing of the SPIU of the MINISPORT: the team of the ministry have defined 3 profiles that will be recruited at the launch of the project: i) a coordinator of the SPIU, ii) a financial profile in charge of management, control and reporting of use of funds and iii) a project manager dedicated to the operational implementation of the Project. 		
Total cost of the Project	EUR 1,500,000	100%
Total amount of the grant for the Republic of Rwanda	EUR 1,500,000	100%
- Component A: AFD Grant	EUR 450,000	
- Component B: AFD Grant	EUR 1,050,000	

PART II - NON-ELIGIBLE EXPENSES

Funds of the Grant will not finance:

- the running costs of MINEDUC and MINISPORTS, and the centers of excellence (electricity, water, Equipment maintenance, etc.);
- the regular payment of sports teachers' salaries;
- any tax relating to the Project.

These expenses will be covered by the Republic of Rwanda.

PART III – INDICATIVE DISBURSEMENTS PLAN (Component B)

2021	2022	2023
200 000 EUR	500 000 EUR	350 000 EUR

Schedule 4 - Conditions Precedent¹

The following applies to all documents delivered by the Beneficiary as a condition precedent:

- if the document which is delivered is not an original but a photocopy, the original Certified photocopy shall be delivered to the Agency;
- the final version of a document which draft was previously sent to, and agreed upon by the Agency, shall not materially differ from the agreed draft;
- documents not previously sent and agreed upon, shall be satisfactory to the Agency.

PART I – CONDITIONS PRECEDENT TO BE SATISFIED ON THE SIGNING DATE

Delivery by the Beneficiary to the Agency of a certified copy of the relevant legislation of the jurisdiction of the Beneficiary authorising a specified person or persons to execute this Agreement on its behalf.

PART II - CONDITIONS PRECEDENT TO THE FIRST DRAWDOWN

Delivery by the Beneficiary to the Agency of the following documents:

- 1) A copy of the law, published in the Official Gazette of Rwanda, approving the ratification of this Agreement in compliance with laws and the Constitution of the Republic of Rwanda;
- 2) A copy of the Presidential order ratifying this Agreement in compliance with laws and the Constitution of the Republic of Rwanda;
- 3) A favourable legal opinion issued by the Minister of Justice / Attorney General confirming validity and enforceability of the terms of this Agreement in the jurisdiction of the Beneficiary;
- 4) The following Project Documents: the project procedures manual, the technical and financial implementation project document, and the procurement plan, and in each case, delivery to the Agency of:
 - a) a Certified copy of each Project Document duly signed by each party thereto;
 - b) evidence that all formalities required under the Project Documents for the entry into, performance and enforceability against third parties of such Project Documents have been satisfied; and
 - c) evidence that any Authorization which the Agency considers necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, any Project Document and delivery of a Certified copy of any such Authorization.
- 5) A certificate issued by a duly authorised representative of the Beneficiary listing the person(s) authorised to sign, on behalf of the Beneficiary, this Agreement, the

¹ Les conditions suspensives listées ici ne sont qu'indicatives et doivent être adaptées en fonction de chaque opération, notamment en cas de financement budgétaire. Des conditions supplémentaires peuvent également être ajoutées.

Drawdown requests and any certificate in connection with this Agreement and to take all other measures and/or sign all other necessary documents on behalf of the Beneficiary under this Agreement together with a specimen of the signature of each person listed in the certificate mentioned herein.

- 6) A certificate of the Account Bank certifying that the Project Account has been opened in the name of the Project and providing account details for such Project Account.
- 7) A provisional forecast of expenditure for the duration of the Project.

PART III - CONDITIONS PRECEDENT FOR ALL DRAWDOWNS INCLUDING THE FIRST DRAWDOWN

In the event of a refinancing:

Delivery by the Beneficiary to the Agency of the following documents:

- 1) all contracts and orders together with any plans and quotes (if applicable) previously provided to the Agency in accordance with, and as defined in, the Procurement Guidelines, in connection with the requested Drawdown; and
- 2) any **reports**, invoices or interim **payment requests**, in form and substance satisfactory to the Agency, that all relevant expenses have been paid.

In the event of a Drawdown made directly to third party contractors:

Delivery by the Beneficiary to the Agency of the instructions (in particular the account information of the relevant contractor) required for the transfer of the Drawdowns directly to the third party contractor, as requested, and:

- 1) all contracts and order forms together with any plans and quotes (if applicable) previously provided to the Agency in accordance with, and as defined in, the Procurement Guidelines, in connection with the Drawdown requested to be paid directly; and
- 2) any reports, invoices or interim payment requests, in form and substance satisfactory to the Agency, which may be delivered in the form of Certified photocopies or duplicates.

PART IV - CONDITIONS PRECEDENT FOR ALL DRAWDOWNS OTHER THAN THE FIRST DRAWDOWN

Delivery by the Beneficiary to the Agency of the following documents:

- 1) a certificate signed by a duly authorised representative of the 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;
- 2) all contracts and orders together with any plans and quotes (if applicable) previously provided to the Agency in accordance with, and as defined in, the Procurement Guidelines, in connection with the utilisation of the amounts of the Advance made available prior to the Drawdown request;

- 3) evidence, in form and substance satisfactory to the Agency, that all relevant Eligible Expenses have been paid;
- 4) the provisional forecast of expenses for the duration of the Project, updated on the relevant Drawdown date;
- 5) a revised estimate of the Project costs as well as the Eligible Expenses;
- 6) the latest annual statements provided in accordance with Clause 3.2.7 (*audit*).

Schedule 5 - Form of Follow-up report of the Project' Indicators

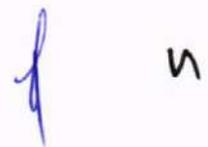
Indicator	Calculation and source	Values as of []
<i>To be determined</i>	<i>To be determined</i>	<i>To be determined</i>



5

Schedule 6 - Information that the Agency is authorised expressly to disclose on the Agency'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 Grant;
 - Total amount drawn on annual basis;
 - Drawdown amounts planning on a three year basis; and
 - Amount of the Grant which has been drawn down (updated as the implementation of the Project is carried out).
3. Other information
 - Transaction information notice attached to this Schedule.
 - The summary of the Project evaluation, the content of which is defined in Article 6.18 "Project Evaluation".

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Schedule 6-1 Transaction information notice

PUBLIC OPERATION COMMUNICATION NOTE

Support to the Sport at School Policy and ISONGA program

I. Context and strategic stakes of the program

Sport is a key sector in Rwanda as it has been considered as a tool for cohesion after the 1994 genocide and for promoting the country's image internationally. The government has adopted an ambitious political framework with its "Rwanda Sport Development Policy" and the Sport. To complete this framework, the Ministry of Education (MINEDUC) recently developed a new "Sports at School Policy", which aims particularly at improving the mechanisms for detecting and supporting young talents as well as at promoting the sport practice. In the same logic, the Ministry of Sports has implemented mechanisms to detect and train sports talents through centers of excellence housed in secondary schools. It also created a specific program initially dedicated to football training for boys under 17. This *Isonga* program has been restructured and is now imbedded within the centers of excellence. It aims at improving the training of young talents, the level of infrastructure and sports equipment within the centers of excellence and the training of trainers and coaches. The ministry of sports needs support to launch the pilot phase of the program.

II. Objectives and content of the program

The overall objective of the AFD project is to contribute to the reinforcement of sport at school by supporting the implementation of the new "Sport School policy" endorsed by MINEDUC and MINISPORTS. AFD grant will also contribute to the financing of the *Isonga* program. Thus, AFD's commitment is considered on the following two components:

- The first component of € 450,000 for AFD project management is dedicated to provide:
 - i. **Technical assistance to MINEDUC** in the implementation of its new "Sport School Policy"
 - ii. **Technical assistance to MINISPORT** to help it strengthen its project management capacities.

One aspect of this technical assistance will focus on reinforcing the links and coordination between the two ministries.

- A second component to the tune of € 1,050,000 is dedicated to contribute to the financing of the *Isonga* program and its SPIU (single program implementation unit) placed under the supervision of the Permanent Secretary of MINISPORTS.

The two-year-pilot phase of *Isonga* program (2021-2023) supported by AFD will focus on 30 centers of excellence and will cover six sports disciplines: football, basketball, handball, volleyball, athletics and cycling. As a gender sensitive project, a good number of the 30 centers of excellence selected by MINISPORTS will be dedicated exclusively to girls. Among different activities, the project will finance: training of coaches managed by the FRSS; small rehabilitations of infrastructures and sport equipment in the centers of excellence; awareness-raising campaigns on the benefits of sport; organization of sports competitions between the centers of excellence; financing of the 3 positions of the SPIU of the MINISPORT ...

III. Stakeholders and modus operandi

The main stakeholders are the Ministry of Education, the Rwandan School Sports Federation (FRSS) - linked by MoU to MINEDUC and soon to MINISPORTS - and the Ministry of Sports.



AFD will sign a grant agreement with the Ministry of the Economy and Finance (MINECOFIN), which will pass the funds available on to the MINISPORTS. The latter will be the contracting authority for component 2. The component 1 will be managed by AFD.

IV. Cost and financing

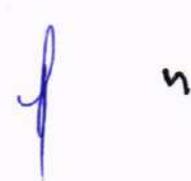
The cost of the pilot phase is estimated around 1.4 M € by the Ministry of Sports, with a cost of around 120 K € (5.70 Mds USD/year) for the SPIU (project coordinator, financial manager, project manager) for the 2 years period.

AFD provides MINECOFIN with a grant of 1.5 million euros, split into the two components: € 450,000 for AFD project management to provide technical assistance and € 1,050,000 dedicated to contribute to the financing of the ISONGA program and its SPIU.

V. Main expected effects

The technical assistance will help the MINISPORTS and the MINEDUC to build their capacities in order to launch and run the *Isonga* program in the long term and to operationalize the Sport School policy. The pilot phase of the *Isonga* program will provides the first feedback in terms of the methodology and targeting of the program in order to extend it to more centers of excellence in the country thereafter. The project should demonstrate the capacity of the MINISPORTS to manage projects with donors and to make it eligible to additional resources from MINECOFIN and / or grants from other international financial partners.

The project will benefit to young talents, especially girls and contribute to the development of the sport excellence model in Rwanda.

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Schedule 7 - Non exhaustive list of environmental and social documents which the Beneficiary permits to be disclosed in connection with ES Complaints-Management Mechanism's Rules of Procedure

- E&S Scoping Report
- Environmental and Social Impact Assessment (ESIA)
- Environmental and Social Management Plan (ESMP)
- Environmental and Social Management Framework (ESMF)
- Resettlement Action Plan (RAP)
- Resettlement Policy Framework (RPF)
- Environmental and Social Engagement Plan (ESEP)
- Limited environmental and social assessment
- Limited environmental and social action plan
- Chapter from the environmental and social feasibility study
- Chapters from the environmental and social monitoring reports
- ESEP implementation monitoring reports



<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 043/2021 ryo ku wa 05/08/2021 ryemera kwemeza burundu Amasezerano y'impano, hagati ya Repubulika y'u Rwanda na Agence Francaise de Developpement (AFD), yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero (1,050,000 EUR) yo gushyigikira ishyirwa mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga gahunda y'ISONGA, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 27 Gicurasi 2021</p>	<p>Seen to be annexed to Law n° 043/2021 of 05/08/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the Agence Française de Développement (AFD), relating to the grant of one million fifty thousand Euros (EUR 1,050,000) for the support for the implementation of the new sport school policy and financing of the ISONGA program, signed at Kigali, Rwanda, on 27 May 2021</p>	<p>Vu pour être annexé à la Loi n° 043/2021 du 05/08/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au don d'un million cinquante mille Euros (1.050.000 EUR) pour l'appui à la mise en œuvre de la nouvelle politique scolaire sportive et le financement du programme ISONGA, signé à Kigali, Rwanda, le 27 Mai 2021</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEGEKO N° 044/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU Z'AMAYERO (60.000.000 EUR) YO GUSHYIGIKIRA GAHUNDA YO KURWANYA INGARUKA ZA COVID-19 KU BUZIMA N'IMIBEREHO BY'ABATURAGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 GICURASI 2021</p>	<p>LAW N° 044/2021 OF 05/08/2021 APPROVING THE RATIFICATION OF THE CREDIT FACILITY AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATING TO THE CREDIT OF SIXTY MILLION EUROS (EUR 60,000,000) FOR THE SUPPORT OF THE COVID-19 HEALTH AND SOCIAL PROTECTION RESPONSE PLAN, SIGNED AT KIGALI, RWANDA, ON 27 MAY 2021</p>	<p>LOI N° 044/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE CRÉDIT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU CRÉDIT DE SOIXANTE MILLIONS D'EUROS (60.000.000 EUR) POUR UN APPUI AU PLAN DE RÉPONSE SANITAIRE ET DE PROTECTION SOCIALE AU COVID-19, SIGNE A KIGALI, AU RWANDA LE 27 MAI 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> Kwemera kwemeza burundu</p>	<p><u>Article One:</u> Approval for ratification</p>	<p><u>Article premier:</u> Approbation pour ratification</p>
<p><u>Ingingo ya 2:</u> Itegurwa, isuzumwa n'itorwa by'iri tegeko</p>	<p><u>Article 2:</u> Drafting, consideration and adoption of this Law</p>	<p><u>Article 2:</u> Initiation, examen et adoption de la présente loi</p>
<p><u>Ingingo ya 3:</u> Igihe iri tegeko ritangira gukurikizwa</p>	<p><u>Article 3:</u> Commencement</p>	<p><u>Article 3:</u> Entrée en vigueur</p>

<p>ITEGEKO N° 044/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU Z'AMAYERO (60.000.000 EUR) YO GUSHYIGIKIRA GAHUNDA YO KURWANYA INGARUKA ZA COVID-19 KU BUZIMA N'IMIBEREHO BY'ABATURAGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 GICURASI 2021</p>	<p>LAW N° 044/2021 OF 05/08/2021 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 SIXTY MILLION EUROS (EUR 60,000,000) FOR THE SUPPORT OF THE COVID-19 HEALTH AND SOCIAL PROTECTION RESPONSE PLAN, SIGNED AT KIGALI, RWANDA, ON 27 MAY 2021</p>	<p>LOI N° 044/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE CREDIT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU CREDIT DE SOIXANTE MILLIONS D'EUROS (60.000.000 EUR) POUR UN APPUI AU PLAN DE REPOSE SANITAIRE ET DE PROTECTION SOCIALE AU COVID-19, SIGNE A KIGALI, AU RWANDA LE 27 MAI 2021</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République ;</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>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>LE PARLEMENT A ADOPTÉ, ET NOUS SANCTIONNONS, PROMULGUONS LA LOI DONT LA TENEUR SUIT ET ORDONNONS QU'ELLE SOIT PUBLIÉE AU JOURNAL OFFICIEL DE LA RÉPUBLIQUE DU RWANDA</p>
<p>INTEKO ISHINGA AMATEGEKO:</p>	<p>THE PARLIAMENT:</p>	<p>LE PARLEMENT :</p>
<p>Umutwe w'Abadepite, mu nama yawo yo ku wa 21 Nyakanga 2021;</p>	<p>The Chamber of Deputies, in its session of 21 July 2021;</p>	<p>La Chambre des Députés, en sa séance du 21 juillet 2021;</p>

<p>Ishingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 64, iya 69, iya 70, iya 88, iya 90, iya 91, iya 93, iya 106, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p> <p>Imaze gusuzuma Amasezerano y'inguzanyo hagati ya Repubulika y'u Rwanda na Agence Française de Développement (AFD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali mu Rwanda ku wa 27 Gicurasi 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 Agence Française de Développement (AFD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali</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 Agence Française de Développement (AFD), relating to the credit of sixty million Euros (EUR 60,000,000) for the support of the COVID-19 health and social protection response plan, signed at Kigali, Rwanda, on 27 May 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 Agence Française de Développement (AFD), relating to the credit of sixty million Euros (EUR 60,000,000) for the support of the COVID-19 health and social protection response plan, signed at Kigali, Rwanda, on 27 May 2021, in annex, is approved for ratification.</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 64, 69, 70, 88, 90, 91, 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 soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda le 27 mai 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 soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda le 27 mai 2021, en annexe, est approuvé pour ratification.</p>
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<p>mu Rwanda ku wa 27 Gicurasi 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><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><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, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>UMUGEREKA W'ITEGEKO N° 044/2021 RYO KU WA 05/08/2021 RYEMERA KWEMEZA BURUNDU AMASEZERANO Y'INGUZANYO, HAGATI YA REPUBULIKA Y'U RWANDA NA AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU Z'AMAYERO (60.000.000 EUR) YO GUSHYIGIKIRA GAHUNDA YO KURWANYA INGARUKA ZA COVID-19 KU BUZIMA N'IMIBEREHO BY'ABATURAGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 GICURASI 2021</p>	<p>ANNEX TO LAW N° 044/2021 OF 05/08/2021 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 SIXTY MILLION EUROS (EUR 60,000,000) FOR THE SUPPORT OF THE COVID-19 HEALTH AND SOCIAL PROTECTION RESPONSE PLAN, SIGNED AT KIGALI, RWANDA, ON 27 MAY 2021</p>	<p>ANNEXE À LA LOI N° 044/2021 DU 05/08/2021 APPROUVANT LA RATIFICATION DE L'ACCORD DE CRÉDIT ENTRE LA RÉPUBLIQUE DU RWANDA ET L'AGENCE FRANÇAISE DE DÉVELOPPEMENT (AFD), RELATIF AU CRÉDIT DE SOIXANTE MILLIONS D'EUROS (60.000.000 EUR) POUR UN APPUI AU PLAN DE RÉPONSE SANITAIRE ET DE PROTECTION SOCIALE AU COVID-19, SIGNE A KIGALI, AU RWANDA LE 27 MAI 2021</p>
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AFD AGREEMENT N° CRW 1064 01 L

CREDIT FACILITY AGREEMENT

dated as of May 27th, 2021

between

AGENCE FRANÇAISE DE DEVELOPPEMENT

The Lender

and

REPUBLIC OF RWANDA

The Borrower

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CREDIT FACILITY AGREEMENT

BETWEEN:

REPUBLIC OF RWANDA, represented by Dr. Uzziel NDAGIJIMANA, in his capacity as Minister of Finance and Economic Planning, who is duly authorized 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

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. Rémy RIOUX, in his capacity as Chief Executive Officer, duly authorised to sign this Agreement,

(“**AFD**” or the “**Lender**”);

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

WHEREAS:

- (A) The Borrower intends to implement a program consisting of the partial financial support of the COVID-19 Health and Social Protection Response Plan (the “**Program**”), as described further in Schedule 2 (*Program Description*).
- (B) The Borrower has requested that the Lender makes a facility available for the purposes of participating in the financing of the Program.
- (C) Pursuant to a resolution n° C20210204 of the *Comité des Etats Etrangers* dated 5th of May 2021, 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 (*Constructions*), unless the contrary intention appears.

2. FACILITY, PURPOSE AND CONDITIONS OF UTILISATION

2.1 Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a Facility in a maximum aggregate amount of sixty million Euros (EUR 60 000 000).

2.2 Purpose

The purpose of the Facility is to finance the Borrower budget intended to implement the Program as described in Schedule 2 (*Program Description*), in accordance with the Financing Plan described in Schedule 3A (*Financing Plan*) and the Monitoring Chart described in Schedule 3B (*Monitoring Chart*).

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 II 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) the Drawdown Request has been made in accordance with the terms of Clause 3.1 (*Drawdown amount*);
- (3) each representation given by the Borrower in relation to Clause 10 (*Representations and warranties*) is true and accurate;

3. **DRAWDOWN OF FUNDS**

3.1 Drawdown amount

The Facility will be made available to the Borrower during the Availability Period, in two Drawdowns: a first Drawdown of forty million Euros (EUR 40 000 000) and a second Drawdown of twenty million Euros (EUR 20 000 000) if conditions precedent precised in Schedule 4 are reached.

3.2 Drawdown request

Provided that the conditions set out in Clause 2.4(b)(ii) (*Conditions precedent*) are satisfied, the Borrower may draw on the Facility by delivery to the Lender of a duly completed Drawdown Request. Each Drawdown Request shall be delivered by the Borrower to the AFD office director at the address specified in Clause 16.1 (*In writing and addresses*).

Each Drawdown Request is irrevocable and will be regarded as having been duly completed if:

- (a) the Drawdown Request is substantially in the form set out in Schedule 5A (*Form of Drawdown Request*);
- (b) the Drawdown Request is received by the Lender at the latest fifteen (15) Business Days prior to the Deadline for Drawdown;
- (c) the proposed Drawdown Date is a Business Day falling within the Availability Period;
- (d) the amount of the Drawdown complies with Clause 3.1 (*Drawdown amount*); and
- (e) all of the documents set out in Part II 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 mechanism*), and are in form and substance satisfactory to the Lender.

3.3 Payment completion

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 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 mechanisms

The proceeds of the Drawdowns shall be paid to the Borrower's Account or any other account which details will be duly notified by the Borrower to the Lender.

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 5C (*Form of Rate Conversion 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 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 (0,0%) per annum, notwithstanding any decline in the Interest Rate.

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

The floating Interest Rate applicable to one or more than one Drawdowns shall be converted to a fixed Interest Rate in accordance with the conditions set out below:

(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 exceed 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) 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 at no costs.

4.2 Calculation and payment of interest

The Borrower shall pay accrued interest on the Drawdown 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 the Drawdown shall be calculated on the basis of:

- (i) the Outstanding Principal owed by the Borrower in respect of the Drawdown as at the immediately preceding Payment Date or, in the case of the first Interest Period, on the 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 this Agreement (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 three point five per cent. (3.5%) (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, to the extent permitted by law, at the Interest Rate applicable to the ongoing Interest Period (default interest), increased by three point five per cent. (3.5%) (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 seventeen per cent (0.17%) 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 thirteen per cent (0.13%);

- (iv) in accordance with the Clause 4.1.2, the Effective Global Rate is calculated on the basis of the Minimum Interest Rate.
- (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, 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

Starting from the first anniversary date of the Signing Date onwards until the end of the Availability Period, 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 first anniversary date of 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 percent (0.5%) calculated on the maximum amount of the Facility prior to the first Drawdown.

7. REPAYMENT

Following expiry of the Grace Period, the Borrower shall repay the Lender the principal amount of the Facility in twenty-eight (28) semi-annual instalments, due and payable on each Payment Date.

The first instalment shall be due and payable on 26th November 2027 and the last instalment shall be due and payable on 26th May 2041.

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 *hundred and twenty (120)* month period starting on the Signing Date.

As from the day 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;

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- (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 part prepayment, the Borrower shall have given evidence, satisfactory to the Lender, that it has sufficient committed funding available for the purpose of financing the Program 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; and/or
- (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;

In the case of each of the events specified in paragraphs (a), and (b) above, 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 expenses, as specified in the Financing Plan, are covered in a manner satisfactory to the Lender, except in the event that the Program 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) an Event of Default has occurred and is continuing; or
- (c) an event referred to in Clause 8.2 (*Mandatory prepayment*) has occurred;

except where, in the case of paragraphs (a) and (b) above 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*) below.
- (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 this Agreement or any other documents referred to in this Agreement (including any legal opinion) executed after the Signing Date.
- 9.1.2 If an amendment to this Agreement 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 this Agreement.
- 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*) and/or 8.4 (*Cancellation by the Lender*) or 13.2 (*Acceleration*), the Borrower shall pay a cancellation indemnity computed at two point five per cent (2,5%) on the cancelled 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*) or 8.2 (*Mandatory prepayment*), 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 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 the Agreement 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 this Agreement;

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 Agreement.

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9.6 Currency indemnity

If any sum due by the Borrower under this Agreement, 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 this Agreement.

The Borrower waives any right it may have in any jurisdiction to pay any amount due under this Agreement 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 this Agreement and to perform all contemplated obligations. The Borrower has taken all necessary action to authorise its entry into, performance and delivery of this Agreement.

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 this Agreement; and

- (b) to make this Agreement 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 this Agreement 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 this Agreement 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 this Agreement 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, this Agreement 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 Pari Passu Ranking

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

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

The Borrower represents and warrants that:

- (i) all the funds, other than funds of this Credit Facility, invested in the Program are from the State budget of the Borrower;
- (ii) the Program has not given rise to any Act of Corruption, Fraud or Anti-Competitive Practice.

10.12 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 this Agreement.

11.1 Compliance with Laws; Regulations and Obligations

The Borrower shall comply

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

11.2 Authorisations

The Borrower shall promptly obtain, comply with and do 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 this Agreement and to ensure their legality, validity, enforceability and admissibility in evidence.

11.3 Implementation and Preservation of the Program

The Borrower shall:

- (i) implement the Program in accordance with the generally accepted safety principles and in accordance with technical standards in force; and

- (ii) maintain the Program 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.

11.4 Environmental and Social Responsibility

11.4.1 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.

11.4.2 Environmental and social grievance management

- (a) The Borrower (i) confirms that it has received a copy of the ES Grievance Management Procedures 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 grievance, and (ii) acknowledges that the ES Grievance Management Procedures 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 Grievance Management Procedures) and to parties involved in the compliance audit and/or dispute resolution procedure, the Project documents concerning environmental and social matters necessary for processing the environmental and social Grievance (as defined in the ES Grievance Management Procedures), including, without limitation, those listed in Schedule 7 (*Non-exhaustive list of environmental and social documents which the Borrower permits to be disclosed in connection with ES Grievance management procedures*).

11.5 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.

11.6 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.

11.7 Inspections

The Borrower hereby authorizes the Lender and its representatives to carry out inspections on a yearly basis, the purpose of which will be to assess the implementation of the Program and the Monitoring Chart on technical, financial and institutional aspects.

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 retain and make for inspection by the Lender, all documents relating to the expenses of the Program for a period of ten (10) years from the date of the last Drawdown under the Facility.

11.8 Program 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.

11.9 Implementation of the Program

The Borrower shall:

- (i) ensure that any person, group or entity participating in the implementation of the Program and/or any person receiving the AFD's funds of the Program 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.

11.10 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, used for the implementation of the Program will not be of an Illicit Origin;
- (ii) to ensure that the Program 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 used for the implementation of the Program.

11.11 Specific undertakings

The Borrower undertakes:

- (i) by end year of 2022, to reach all the Outcome Indicators of each of the Components as set out in the Schedule 3B (*Monitoring Chart*); and
- (ii) to maintain regular policy dialogue held with the on the COVID-19 crisis response plan; and
- (iii) As part of the Project, the Borrower shall prepare an Environmental and Social Management Framework (ESMF) base on the Environmental and Social Commitment Plan (schedule 6). This document can be the ESMF prepared by the World Bank for the Vaccine additional funding for the Rwanda COVID-19 emergency response project complete with an addendum that will include the risks and impacts of the aspects covered by AFD additional supports (on social protection field). Then will amend and complete the principles, rules, guidelines and procedures of the World Bank's ESMF.

12. INFORMATION UNDERTAKINGS

The undertakings in the 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.

12.2 Program Implementation

The Borrower shall supply to the Lender, promptly upon the Lender's request, any information or supporting document regarding the Program and the Monitoring Chart implementation.

12.3 Monitoring Report

The Borrower shall supply to the Lender

- (a) Until the Program Completion Date, within one (1) month following the end of each year, a monitoring report with respect to the implementation of the Program during the past year;
- (b) Within one (1) months after the Program Completion Date, the report summarizing the technical and budget implementation of the Program.

12.4 Additional Information

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, details of any decision or event which might affect the organisation, completion or operation of the Program;

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- (c) reports of the Office of the Auditor General on the implementation of the State Budget Law (to be approved by the legislative body of the Republic of Rwanda) following the Signing Date and of the annual budget for the Rwanda Biomedical Center, the Local Administrative Entities and Development Agency, the Rwanda Social Security Board for the fiscal year 2021-2022.

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) **Undertakings and Obligations**

The Borrower does not comply with any term of the Agreement, including, without limitation, any of the undertakings it has given pursuant to Clause 11 (*Undertakings*) and Clause 11.11(ii) (to maintain regular policy dialogue held with the on the COVID-19 crisis response plan; and

As part of the Project, the Borrower shall prepare an Environmental and Social Management Framework (ESMF) base on the Environmental and Social Commitment Plan (schedule 6). This document can be the ESMF prepared by the World Bank for the Vaccine additional funding for the Rwanda COVID-19 emergency response project complete with an addendum that will include the risks and impacts of the aspects covered by AFD additional supports (on social protection field). Then will amend and complete the principles, rules, guidelines and procedures of the World Bank's ESMF.

Information Undertakings).

Save for the undertakings given pursuant to Clause 11.4 (*Environmental and Social Responsibility*), Clauses 11.9 () and 11.10 (*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 (b) 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 11.10 (*Origin of funds, no Acts of Corruption, Fraud or Anti-Competitive Practices*).

(c) **Misrepresentation**

A representation or warranty made by the Borrower in the Agreement, 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 Agreement, is incorrect or misleading when made or deemed to be made.

(d) Cross Default

- (i) Subject to paragraph (ii), 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 (d) if the relevant amount of Financial Indebtedness or the commitment for Financial Indebtedness falling within paragraphs (i) and (ii) above is less than sixty million Euros (EUR 60 000 000) (or its equivalent in any other currency(ies)).

(e) Unlawfulness

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

(f) 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.

(g) Withdrawal or suspension of the Program

Any of the following occurs:

- (i) the Borrower withdraws from the Program;
- (ii) the implementation of the Program is suspended by the Borrower for a period exceeding six (6) months; or

(h) Authorisations

Any Authorisation required for the Borrower in order to perform or comply with its obligations under this Agreement or required in the ordinary course of the Program is not obtained within the required timeframe or is cancelled or becomes invalid or otherwise ceases to be in full force and effect.

(i) 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.

(j) 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.

13.3 Notification of an Event of Default

In accordance with Clause 12.4 (*Additional 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 Agreement 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.
- (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 (the caption numbers are referring to SWIFT MT 202 and 103 protocol)
 - Principal: name, address, bank account number (field 50)
 - Principal's bank: name and address (field 52)
 - Reference: name of the Borrower, name of the Program, reference number of the Agreement (field 70)
- (d) 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 a company, legal text or other official document.

15.2 Certifications and determinations

In any litigation or arbitration arising out of or in connection with this Agreement, 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 nor 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.

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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 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 this Agreement to any third party without the prior consent of the Lender except to any person to whom the Borrower has a disclosure obligation under any applicable law, regulation or judicial ruling.
- (b) Notwithstanding any existing confidentiality agreement, the Lender may disclose any information or documents in relation to the Program 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 Agreement; and (iii) any person or entity for the purpose of taking any protective measures or preserving the rights of the Lender under the Agreement.
- (c) Furthermore, the Borrower hereby expressly authorizes the Lender:
 - (i) to exchange with the French Republic for publication on the French government website pursuant to any request from International Aid Transparency Initiative; and
 - (ii) to publish on the Lender's Website;

information relating to the Program and its financing as listed in Schedule 6 (*Information that may be published on the French Government Website and the Lender's Website*).

15.10 Limitation

The statute of limitations of any claims under this Agreement 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

Fac simile: +250-252577581

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

For the Lender:

AFD – REGIONAL DIRECTION 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:
- (ii) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
 - (iii) 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
 - (iv) notify each other of any change to their address or any other such information supplied by them.
- (a) 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 irrevocably waives irrevocably and unconditionally all rights of immunity in respect of jurisdiction and/or execution on which it could otherwise rely.

Notwithstanding the above, the Borrower does not waive such rights of immunity in respect of any of its assets property which is (i) subject to the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations that is being used exclusively for diplomatic or consular purposes and (ii) property of a military character or which is used for military purposes and in each case under the control of a military authority or defence agency of the Republic of Rwanda.

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 SIEGE" set out in Clause 16 (*Notices*) for service of process.

SCHEDULE 1A – DEFINITIONS

<p>Act of Corruption</p>	<p>means any of the following:</p> <ul style="list-style-type: none"> (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 (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>Agreement</p>	<p>means this credit facility agreement, including its recitals, Schedules and, if applicable, any amendments made in writing thereto.</p>
<p>Anti-Competitive Practices</p>	<p>means:</p> <ul style="list-style-type: none"> (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: (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; (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 (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.

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Authorisation(s)	means any authorisation, consent, approval, resolution, permit, licence, exemption, filing, notarisisation 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	means, at any given time, the maximum principal amount specified in Clause 2.1 (<i>Facility</i>) less: <ul style="list-style-type: none"> (i) the aggregate amount of any Drawdowns drawn by the Borrower; (ii) the amount of any Drawdown to be made pursuant to any pending Drawdown Request; and (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>).
Borrower's Account	means the account to which the funds of the Facility will be drawn; and the details of which will be provided by the Borrower with the Drawdown Request.
Business Day	means a day (other than Saturday or Sunday) on which banks are open for general business in Paris, and which is a TARGET Day in the event that a Drawdown has to be made 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.
COVID-19 Health and Social Protection Response Plan	means the Covid-19 national Health and Social Protection response Plan of Rwanda as set out in the Schedule 2 (Program Description) of this Agreement.
Deadline for Drawdown	means 26th May 2022, date after which no further Drawdown may occur.

Drawdown	means a drawdown of all or part of the Facility 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.
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	Means the date on which: A legal opinion has been issued by the Minister of Justice/ Attorney General confirming validity and enforceability of the terms of this Agreement; A law, has been published in the Official Gazette of Rwanda, approving the ratification of this Agreement in compliance with laws and the Constitution of the Republic of Rwanda; and A Presidential order ratifying this Agreement in compliance with laws and the Constitution of the Republic of Rwanda has been issued and published.
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 Grievance Management Procedures	means the contractual terms contained in the Environmental and Social Grievance Management Procedures, which is available on the Website, as amended from time to time.
Environmental and Social Commitment Plan	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
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>).
Financial Indebtedness	means any financial indebtedness for and in respect of: <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	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. For information purposes only and for the convenience of the Borrower, who may rely on, the following references or website addresses: For the lists maintained by the United Nations, the following website may be consulted: https://www.un.org/securitycouncil/fr/content/un-sc-consolidated-list

	<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>
Financing Plan	means the financing plan of the Program attached as Schedule 3 (<i>Financing Plan</i>).
Fixed Reference Rate	means zero point thirteen percent (0.13%) 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 seventy two (72) months after the Signing Date, during which no principal repayment under the Facility is due and payable.
Illicit Origin	<p>means funds obtained through:</p> <p>(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_GAFI.pdf)</p> <p>(b) any Act of Corruption; or</p> <p>(c) any Fraud against the Financial Interests of the European Community, if or when applicable.</p>

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 25 th May 2021 is zero point fourteen per cent (0.14%) per annum.
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 minus zero point twenty per cent (-0.20%) per annum.
Market Disruption Event	<p>means the occurrence of one of the following events:</p> <ul style="list-style-type: none"> (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	<p>means a material and adverse effect on:</p> <ul style="list-style-type: none"> (a) the Program, insofar as it would jeopardise the implementation and operation of the Program in accordance with this Agreement; (b) the business, assets, financial condition of the Borrower or its ability to perform its obligations under this Agreement; (c) the validity or enforceability of this Agreement; <p>or</p>

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	(d) any right or remedy of the Lender under this Agreement.
Monitoring Chart	means the chart attached as Schedule 3 B listing the indicators agreed upon between the Parties to monitor the implementation of the Program.
Office of the Auditor General	Means the Office of the Auditor General of State Finances, an independent public institution established by the Constitution of the Republic of Rwanda of 2003 revised in 2015 responsible for the auditing of state finances and assets.
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 26 th May and 26 th November of each year for as long as any amount is outstanding under this Agreement.
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 this Agreement 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 this Agreement; or</p> <p style="padding-left: 40px;">(ii) from communicating with the other Party in accordance with the terms of this Agreement;</p> <p style="padding-left: 40px;">and which (in either case) is not caused by, and is beyond the control of, either Party.</p>
Prepayment Compensatory Indemnity	means the indemnity calculated by applying the following percentage to the amount of the Facility which is repaid in advance:

	<ul style="list-style-type: none"> - if the repayment occurs prior to the fifth (5th) anniversary (exclusive) of the Signing Date: two point five per cent (2,5%); - if the repayment occurs between the fifth (5th) anniversary (inclusive) and the tenth (10th) anniversary (exclusive) of the Signing Date: two per cent (2,0%); - if the repayment occurs between the tenth (10th) anniversary (inclusive) and the fifteenth (15th) anniversary (exclusive) of the Signing Date: one point seventy-five per cent (1,75%); - if the repayment occurs after the fifteenth (15th) anniversary (inclusive): one point five per cent (1,5%).
Program	means the Program as described in Schedule 2 (<i>Program Description</i>).
Program Completion Date	means the date for the technical completion of the Program which is expected to be 31 st December 2022.
Public Official	means (i) 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 (ii) any other person defined as a public official under the domestic law of the Borrower's jurisdiction of incorporation, and (iii) 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 from the Borrower 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 such date is at least two (2) full Business Days prior to said Wednesday;

	<p>(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 such date is not at least two (2) full Business Days prior to the first Wednesday specified in paragraph (a) above:</p> <p>II - in the case of a Rate Conversion:</p> <p>(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 from the Borrower provided such date is at least two (2) full Business Days before the first Wednesday.</p> <p>(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.</p>
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.
Schedule(s)	means any schedule or schedules to this Agreement.
Signing Date	means the date of execution of this Agreement by all the Parties.
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).
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 this Agreement.
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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 the Agreement 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 Agreement;
- (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 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.

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SCHEDULE 2 - PROGRAM DESCRIPTION

1. Objectives of the AFD support program:

The support to the COVID-19 Government's Health and Social Protection Response Plan will aim to contributing in its various components to preserving and improving the health of the people of Rwanda and protect the living conditions of the most vulnerable segments of this population in the pandemic context.

2. Content of the Program:

2.1. Support to the Rwanda COVID-19 National Response Plan (January – December 2021)

The Coronavirus disease 2019 (COVID-19) pandemic has brought unprecedented social and economic disruptions globally. Cases and death numbers have soared since the outset of the pandemic. Rwanda reported the first case of COVID-19 on 14th March 2020 and as of 9th January 2021, a total of 9,461 confirmed COVID-19 cases including 118 deaths had been reported in all the districts in Rwanda.

Response efforts have been guided by the National COVID-19 preparedness and response plan which came to end in August 2020. The goal of the plan was to enhance the capacity to prevent, timely detect and effectively respond to a potential COVID-19 outbreak in Rwanda. In collaboration with development partners, the Government of Rwanda (GoR) implemented interventions that contributed to limiting the spread of COVID-19 response.

Some of the achievements include: 1) Robust coordination structures with functional national and district level Public Health Emergency Operations Centres (PHEOCs) set up at the beginning of the outbreak; 2) setting up provincial level command posts in July 2020 to accelerate decentralization of the response efforts in Rwanda; 3) prompt implementation and enforcement of public health and social measures; 4) increase in number of laboratories with capacity for COVID-19 testing from one (1) in March to twelve (12) by October 2020; 5) increase in population testing rates from 0.25 per 10,000 population in March 2020 to 465 per 10,000 population by October 2020 due to testing of high-risk groups which led to early identification of clusters; 6) rapidly increasing the number of treatment centres from one in March 2020 to 26 by August 2020 through repurposed infrastructure as the number of cases increased with bed occupancy rates not exceeding 100%; and 7) increase in COVID-19 specific ICU bed capacity from 0 in March 2020 to 36 in October 2020 with low case fatality rates of 0.7% and low health worker infection rates of 3.6% with no reported deaths among health care workers.

The updated COVID-19 National Response Plan builds on lessons learnt in the COVID-19 response between January and December 2020. It aims to contain the COVID-19 pandemic, mitigate its impact on the population, and enhance resilient health systems.

Its objectives are:

- To ensure multi-stakeholder efforts are coordinated and synchronized at the national and subnational levels;
- To ensure COVID-19 cases are detected timely and response promptly initiated;
- Reduce COVID-19 mortality by providing appropriate clinical care and protecting vulnerable populations;
- Minimize transmission of COVID-19 in health facilities, public institutions and within communities by promoting infection prevention and control practices;
- Ensure continuity of access to high quality essential services in the context of COVID-19 pandemic;
- Raise public awareness on COVID-19 and engagement of communities in COVID-19 response;
- Strengthen logistics management to enhance operations support.

For effective coordination and management of the COVID-19 response, interventions aimed at achieving the objectives of the COVID-19 Plan are clustered in ten pillars:

Pillar	Total Cost (USD)	Total Cost (Frw)
Leadership and Coordination	745,140	730,237,200
Risk Communication and Community Engagement (RCCE)	7,998,351	7,838,384,312
Epidemiological Surveillance and Points of Entry	10,053,860	9,852,782,953
Laboratory	171,850,449	168,413,440,000
Infection Prevention and Control (IPC)	2,592,670	2,540,816,826
Case Management	777,944	762,384,860
Operations support and Logistics	64,024,942	62,744,443,027
Continuity of Essential Health Services	2,222,981	2,178,521,818
Data Management	267,365	262,017,624
Vaccination	64,961,272	63,662,046,560
Grand Total	323,765,833	317,290,516,540

The cost of implementing these interventions is 317,290,516,540 Rwandan Francs (USD 323,765,833).

Among these pillars, vaccination plan targets a 60% population coverage in the end of 2022 (around 7.8 million people): 30% in 2021 and 30% in 2022. In 2021, 80% of the target population will be priority population. Plan's implementation is based on complementarity between local and national authorities to supplying vaccine, training teams (with UNICEF and GAVI), strengthening vaccine consent, to secure storage, last kilometer and vaccine center efficient operation. Furthermore, this plan include immunization monitoring and a compensation fund.

AFD budget support to COVID-19 Health Response Plan (2021):

AFD's contribution is global support for the National Response Plan. This support will permit to the GoR to implement, consistently with Covax Facility and other technical and financial supports, its COVID-19 National Response Plan. This contribution will make it possible in particular to support priority measures for AFD: (a) increase detection and diagnostic capacities, (b) enhance the case management capacity, (c) ensure continuity of patient cares (especially pregnant women).

On vaccination pillar, AFD support will permit to speed up logistic to targeting priorities populations in 2021 and to extend the target in 2022. Vaccine procurement is excluded. This global support will provide flexibility to allow the authorities to adapt the allocation of resources to the evolution of the pandemic. The actions deemed priority by AFD are specifically identified in the Monitoring Chart, which will make it possible to monitor their implementation based on operational indicators, derived from the Response Plan and validated with the counterpart.

2.2. Support to social protection response:

Impact of the COVID-19 crisis on social protection

The negative impact of containment measures (curfews, confinement) on living conditions and subsequently distancing measures will mainly affect the poorest populations and vulnerable households in social categories 1 and 2 of the Ubudehe national register. There is also a significant risk that households at the limit of the poverty line or more affluent (Ubudehe 2 and 3) with certain specificities (large families, handicap, elderly) could easily fall into poverty. In urban and peri-urban areas, employment opportunities for casual workers (caretakers, vendors, cleaners, cyclists, taxis, etc.) have been significantly reduced. According to a study by the DFID agency, containment measures would reduce the incomes of casual workers by around 100%: this could represent around 60% of the national population (in urban and rural areas). This study calls for an extension of the current social protection instruments to the more advantaged categories as well as the establishment of access to credit measures and alternative income generation measures during the transition period. Although initial emergency measures - notably food support - have been implemented by the government, the scale of the crisis calls for an ambitious emergency and medium-term social response, estimated at 120 MEUR by the authorities.

The COVID-19 social crisis response plan

The government's social support component is included in the Economy Recovery Plan for the period May 2020-December 2021 and was validated on April 30, 2020 by the executive authorities.

The strategy of the social protection plan is to (i) target in priority the most vulnerable populations benefiting from the national VUP support mechanism (category 1); (ii) anticipate the risks of impoverishment of low-income households via the vertical extension of the eligible populations (extension to category 2) and geographic (extension of the eligibility of the national mechanism to the whole territory); (iii) target the informal sector in order to prevent the occasional worker households from falling into poverty with the urgent distribution of food and then the establishment of a money transfer device during the entire confinement period (at least two months); (iv) prevent the collateral effects of confinement on education and access to care with the provisional financing of contributions to mutual health insurance and school services.

This response plan is structured around 3 axes: (i) strengthening and extending the existing VUP device; (ii) setting up a direct support system (nutrition / cash transfer) for the informal sector; (iii) the establishment of complementary support measures to preserve the access of the poorest to education and basic health care.

Evolution of the VUP device in response to the COVID-19 crisis and additional measures

	Government Current Programs	Extension of Programs for - COVID-19 Response
Classic Public Works (PW)	remuneration of the most vulnerable populations (category 1) in exchange for the exercise of a 70-day general interest labor-based activity (remuneration per fortnight); <input type="checkbox"/> Remuneration: 33,000FRW (monthly average) <input type="checkbox"/> Target: category 1 - 157,463 households <input type="checkbox"/> 300/416 sectors	- maintenance of remuneration for works of general interest at the time of the judgment;
Expanded Public Works (EPW)	service employment opportunities for low-income households with responsibilities and dependent children, members with disabilities, the elderly <input type="checkbox"/> Remuneration: 10,000 FRW (monthly average) <input type="checkbox"/> Target: category 1 - 58,533 households <input type="checkbox"/> 225300/416 sectors	- maintenance of remuneration for works of general interest at the time of the judgment; - Maintenance of 10,000 per month till the review of transfer levels for all safetynets

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Direct Support	<p>direct financial support / money transfer scheme for the most disadvantaged populations</p> <p>□ Remuneration: 7,500 FRW for a single member HH; 12,000 FRW for a HH with 2 members; 15,000 Frw for a HH with 3 members; 18,000 frw a HH with 4 members and 21,000 frw for a HH with 5 members and above</p> <p>□ Target: category 1; 119,794 households</p> <p>□ 416 sectors</p>	
Nutrition Sensitive Support	<p><i>Nutrition Sensitive Direct Support: cash transfer</i> quarterly amount of 7500 FRW to expectant and nursing women in order to improve feeding conditions of households;</p> <p>⇒ Remuneration: 7500 FRW</p> <p>⇒ Target: Category 1 and 2; 124,906 beneficiaries</p> <p>⇒ 225 sectors</p>	<p>- maintain category 1 & 2 for the 18 districts already eligible</p> <p>- Maintenance of 7,500 per month till the review of transfer levels for all safetynets</p>
Access to financial services	NC	Financial services: access to micro-credit services for the most disadvantaged populations via the provision of credit for income-generating activities.
Access to health services	NC	Financial support for approximately 1,902,740 individuals (households in categories 1 to 3) without access to insurance systems or with a high risk of being unable to honor contributions to mutual health insurance.
Access to Education	NC	Financial support for more than 21,280 schoolchildren with the financing of possible school fees and the supply of equipment

AFD budget support for the social protection response plan

AFD's budget support will cover both the health response measures and the needs on the social protection component of the response. The Monitoring Chart will make it possible to structure a technical dialogue on the support measures deemed to be priorities by AFD: (a) the vertical and horizontal extension of the system of works of general interest (classic and expended public works), (b) vertical and horizontal extension to the direct support system for the poorest households (Ubudehe 1 and 2); (c) support to entrepreneurship and productivity for the poorest households. The Monitoring Chart will allow AFD to support a constructive dialogue with MINECOFIN, monitor the impact of social protection measures on economic recovery, and the possible sustainability of these measures, in accordance with the objectives of the national transformation strategy (NSTP).

2.3. Stakeholder, operating mode:

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As the first operation, a rapid disbursement program assistance is proposed to meet the urgent funding needs of the national response plan to the coronavirus epidemic in the health and social welfare sector.

The emergency is illustrated by 1/ implementation of all health measures and vaccination plan and 2/ provide a quick support to the social protection system in its respond against poverty.

The funds will be paid in two installments, a first payment (40 MEUR) upon ratification of the loan agreement by Parliament on the Treasury account at the Rwandan central bank. Program aid will be allocated to expenditure recorded in the budget laws 2019/2020 and 2020/2021. The second payment (20 MEUR) will be allocated during the 4th quarter or 2021 after a sectorial dialogue between Rwandan authorities and development partners.

Budget support will contribute to the funding of the programs of the ministries of health and local development and will be largely directed towards the budgets of the following public implementing agencies:

- (i) the Rwanda Biomedical Center for the health component: created in 2011 and endowed with a legal personality and administrative and financial autonomy, also a reference laboratory, whose mission (focused on prevention and response to communicable diseases) positions it as the benchmark player in coordinating the response to the COVID-19 crisis. It is under the supervision of the Ministry of Health and operates under State funding;
- (ii) the LODA (Local Administrative and Development Agencies) for the social protection component: created in 2013 by the law of August 27, 2013, under the authority of the Ministry of Local Development, this agency has the mission of supporting the development of populations local authorities and local authorities to help reduce the poverty rate. She is notably in charge of the management of the national social protection program (Vision 2020 Ubudehe Program) on which the COVID 19 crisis response plan is based. LODA is under the supervision of the Ministry of Local Development (MINALOC), and composed 4 operational divisions (including a division in charge of social protection).

⇒ Sources of verification

The ex-post verification procedures for this operation will be determined by mutual agreement with the Rwandan authorities, when the grant agreement is drawn up. This will notably involve agreeing on the supporting documents to be sent to AFD, making it possible to attest that the budget lines concerned by the response plan have been charged, at least up to the funding of AFD and the achievement of the operational objectives set out in the matrix.

Several supporting documents (non exhaustive) are identified, required by national procedures and will be share to the Lender for verification:

Sectors	Justifications
Health	-Quarterly budget execution report of the 2021-2022 finance law (MINECOFIN) -Annual audit report of the 2021-2022 fiscal year of the Auditor General; - Annual audit report of the fiscal year of Rwanda Biomedical Center (RBC) - Half-yearly activity reports of the Rwanda Biomedical Center / Technical execution note of the supported actions; - Rwanda Biomedical Center annual financial report; - Rwanda Biomedical Center half-yearly internal audit reports
Social Protection	-Quarterly budget execution report of the 2021-2022 finance law (MINECOFIN) -Annual audit report of the 2021-2022 fiscal year of the Auditor General;

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	<ul style="list-style-type: none"> - Annual audit report of the fiscal year of the agency LODA - Biannual activity reports of the LODA agency / Technical implementation note for the actions supported; - Annual financial report of the agency LODA Rwanda Biomedical Center; - Rwanda Biomedical Center half-yearly internal audit reports
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3. Management of Fiduciary Risk

The implementation of the finance law will be subject to an audit by the Office of General Auditor in accordance with article 165 of the constitution of Rwanda and articles 6 and 14 of the law constituting the 'General audit. The latter also has jurisdiction over the two technical implementing agencies (Biomedical Center and LODA), and over the use of funds from international donors. The audit takes place on an annual basis and two opinions are prepared annually on (i) the financial statements and (ii) the compliance of the expenditure execution with the requirements of government financial regulation. The audits relate to (a) the procurement procedures; (b) payments; (c) transfers of funds (d) control of the operational execution of projects.

In addition to this external government audit, the two agencies have internal organizational and financial audit mechanisms to control agency management procedures (procurement, contract management, payments, transfer of funds, etc.) and report directly to their boards of directors. The latter will also be mobilized to assess the quality of the execution of COVID-19 operations (on the social protection side). All of the reports will be sent to AFD.

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SCHEDULE 3A - FINANCING PLAN

Estimated Cost of the Program	Million EUR	%
- Components 1 : National Response Plan	266 MEUR (323 MUSD)	69%
- Components 2 : Economic Recovery Plan – Extension Social Protection Response Plan	120 MEUR	31%
Total	386 MEUR	100%

Estimated Financing Plan	Million EUR	%
AFD	60 MEUR	16%
Co-financiers		
- Covax facility	31 MEUR	8%
- KFW	30 MEUR	8%
- World Bank	30 MEUR	8%
- USAID	0,8 MEUR	0,2%
Other and autofinancing	234 MEUR	59,8%
Total	386 MEUR	100%

Focus on National Response Plan (Covid-19) and Vaccination Plan:

Bilateral and multilateral donors have wished to participate financially or technically in the Rwanda vaccination Plan. In April, 150 MEUR were financed by bilateral and multilateral partners including:

- Covax facility support for 31 MEUR including vaccine, training and logistic assistance. Covax will provide vaccine to cover 20% of the population, these vaccines are expected to the end of the summer 2021.
- India gifted 50 000 Astra Zeneca vaccines;
- USAID offer 1 MUSD grant to finance technical assistance;
- World Bank loaned 30 MUSD to finance vaccines procurement, strengthening of epidemiological surveillance for early detection of cases and follow-up and strengthening of detection capacities;
- UNICEF and GAVI gave technical assistance to train vaccination teams

National vaccine procurement position is consistently with World Bank conditions: only buy vaccines approved by WHO and at a price near of Covax procurement.

Measures of Social Protection:

The Economic Recovery Plan presents overall needs of around 230 MEUR for the social protection component. KFW could be engaged around 30 MEUR grant.

SCHEDULE 3B – MONITORING CHART

COMPONENT N°1 SUPPORT TO RWANDA COVID-19 HEALTH ACTION PLAN

Health Response to COVID-19 - action Plan	Description of programmes and actions in Response to COVID	Outcome indicators	Focal Point	Data Sources	Trigger 2nd disbursement Nov 2021
COVID-19 PREPAREDNESS & RESPONSE PLAN					
Monitoring of budget support		Percentage of Budget dedicated to the Ministry of Health and RBC for Fiscal year 21-22	MINECOFIN	Financing Law of Fiscal Year 21-22 Annual reports of the General Auditor	Official Gazette n° Special of 06/2021
Vaccination campaign	a) % of the eligible population have comprehensive knowledge about COVID-19 vaccine by the end of 2021 b) Proportion of targeted people vaccinated with a certain dose of the vaccine	Acceptance - Baseline : 0% ; Target : 90% by 2021 Vaccination coverage - baseline 0% ; 30% by 2021 ; 60% by 2022	Ministry of Health Rwanda Biomedical Center	To be determined	
Epidemiology & surveillance	a) Maintain Contact tracing b) Enhance data collection and management at central and district level c) Number of operational testing sites	Percentage of district with COVID-19 surveillance tools (case definition and reporting) : Target : 100% Percentage of COVID-19 testing for suspected cases in Points of Entries Target : 100% Operational testing sites - Target : 4 Number of laboratory testing sites fully operational to produce accurate, reliable and timely SAR-Cov-2 results Target : 16	Rwanda Biomedical Center NRL Division	RBC monthly reports	Number of laboratory testing sites fully operational to produce accurate, reliable and timely SAR-Cov-2 results - target 16
Access to health		First routine ANC visit within the first trimester Baseline 2017-2018 : 40% Target 2020-2021 : 41,7%	RBC MCCH Division	RBC monthly reports	First routine ANC visit within the first trimester Target 2020-2021 : 41.7%

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Inflection Prevention and Control and Case Management	Case Management	Percentage of COVID positive cases admitted in reanimation services	RBC ESR Division	RBC monthly reports
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COMPONENT N°2 SUPPORT TO RWANDA COVID-19 SOCIAL PROTECTION RESPONSE PLAN

Supported Programmes	Description of programmes and actions in Response to COVID	Outcome indicators	Focal Point	Data Sources	Trigger 2nd disbursement Nov 2021
Monitoring of budget support		Percentage of Budget dedicated to the MINALOC and LODA for Fiscal year 21-22	MINECOFIN	Financing Law of Fiscal Year 21-22 Annual reports of the General Auditor	Official Gazette n° Special of 08/2021
Extension of Direct support (HH beneficiaries)	Direct Support for poor households that do not dispose of active workforce (e.g. elderly, People with disabilities, orphan/ child-led households, etc.),	HH Beneficiaries of Direct support Baseline : 119,794 Target : 119,794	LODA	LODA, MEIS & Profile Datas, districts	HH beneficiaries of direct support: 78,000 (tbc)
Expanded public works and home based ECD	Targeting vulnerable groups (12h per week)	HH Beneficiaries of ePW and HBECD Baseline : 58,533 (Q3 2020-2021) Target : 58,533 (both Flexible road maintenance and HBECD)	LODA		HH beneficiaries of expanded public works : 38,000 (tbc)
Scaling-up Nutrition Sensitive Direct Support (NSDS) : pregnant women and under 2 years children beneficiaries of NSDS	NSDS - the Nutrition Sensitive Direct Support that provides support for nutrition and positive parenting skills to pregnant and breastfeeding women in extreme poverty. Data are obtained through health centers, using the health database system.	HH/Pregnant women and under 2 years babies assisted by NSDS Baseline : 124,905 (Q3 2021-20220) Target : 88,715	MINALOC	Administrative district reports	HH/Pregnant women and under 2 years babies assisted by NSDS 58,000 (tbc)
Increase productive assets complemented by professional training (livelihoods for youth)	Linkage to complementary livelihoods enhancement services, including sensitisation, parasocial workers advisory services, financial literacy, skills development and productive asset transfers	Number of beneficiaries- Asset transfers- Baseline: 16,105HHs Skills development: Baseline: 3,016 Target: 21,836,136HHs Target: 7,834	LODA		Number of beneficiaries Asset transfers : 6,000 (tbc)

SCHEDULE 4 - CONDITIONS PRECEDENT

The following applies to all documents delivered by the Borrower as a condition precedent:

- if the document which is delivered is not an original but a photocopy, the original Certified photocopy shall be delivered to the Lender;
- the final version of a document which draft was previously sent to, and agreed upon by the Lender, shall not materially differ from the agreed draft;
- documents not previously sent and agreed upon, shall be satisfactory to the Lender.

PART I – CONDITIONS PRECEDENT TO BE SATISFIED ON THE SIGNING DATE

- (a) Delivery by the Borrower to the Lender of a copy of the relevant legislation of the jurisdiction of the Borrower authorising a specified person or persons to execute this Agreement on its behalf.

PART II - CONDITIONS PRECEDENT TO THE FIRST DRAWDOWN

- (a) Delivery by the Borrower to the Lender of the following documents:
 - (i) A certificate issued by a duly authorised representative of the Borrower listing the person(s) authorised to sign, on behalf of the Borrower, the Drawdown Requests and any certificate in connection with this Agreement and to take all other measures and/or sign all other necessary documents on behalf of the Borrower under this Agreement;
 - (ii) A specimen of the signature of each person listed the certificate mentioned in paragraph (i) above;
 - (iii) Evidence that the Drawdown of the Facility will not breach any borrowing limit, or any other similar limit binding on the Borrower;
 - (iv) Evidence that the Facility is included in the 2021-2022 Borrower's budget
 - (v) A favourable legal opinion issued by the Minister of Justice / Attorney General confirming validity and enforceability of the terms of this Agreement in the jurisdiction of the Borrower;
 - (vi) A copy of the law, published in the Official Gazette of Rwanda, approving the ratification of this Agreement in compliance with laws and Constitution of the Republic of Rwanda;
 - (vii) A copy of the Presidential order ratifying this Agreement in compliance with laws and Constitution of the Republic of Rwanda;
 - (viii) The Monitoring Chart duly approved by the Lender and signed by a representative of the Borrower ;
 - (ix) The environmental and social management framework approved by the Lender;
- (b) Payment by the Borrower to the Lender of all fees and expenses due and payable under this Agreement.

- (c) Issuance of a certificate of commitment from the Government to apply the single list of asset freezes (European Union) in the procedure for screening beneficiaries of cash transfers

PART III - CONDITIONS PRECEDENT FOR THE SECOND DRAWDOWN

A non-objection delivered by the Lender to the technical progress report at the Drawdown Request date confirming completion of the triggers agreed in the Monitoring Chart. This report will be presented during a follow-up meeting between AFD, Ministry of Finance And Economic Planning, Ministry of Health, RBC and LODA to present the implementation of the project.

SCHEDULE 5A - FORM OF DRAWDOWN REQUEST

[on the Borrower's letterhead]

To: AGENCE FRANÇAISE DE DÉVELOPPEMENT

On: *[date]*

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

Drawdown 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. We irrevocably request that the Lender makes a Drawdown available on the following terms:

Amount: EUR [●] or, if less, the Available Credit.

Interest Rate: *[fixed / floating]*

3. The Interest Rate will be determined in accordance with the provisions of Clause 4 (*Interest*) and Clause 5 (*Change to the calculation of interest*) of the Agreement. The Interest Rate applicable to the requested Drawdown will be provided to us in writing and we accept this Interest Rate [(subject to the paragraph below, if applicable)], including when the Interest Rate is determined by reference to a Replacement Benchmark plus any Adjustment Margin as notified by the Lender following the occurrence of a Screen Rate Replacement Event.

[For fixed Interest Rate only:]-If the Interest Rate applicable to the requested Drawdown is greater than [*insérer pourcentage en lettres*] ([●]%), we request that you cancel this Drawdown Request.

4. We confirm that each condition specified in Clause 2.4 (*Conditions precedent*) is satisfied on the date of this Drawdown Request and that no Event of Default is continuing or is likely to occur. We agree to notify the Lender immediately if any of the conditions referred to above is not satisfied on or before the Drawdown Date.

5. The proceeds of this Drawdown should be credited to the following bank account:

(a) Name [of the Borrower]: [●]

(b) Address [of the Borrower]: [●]

(c) IBAN Account Number: [●]

(d) SWIFT Number: [●]

(e) Bank and bank's address [of the Borrower]: [●]

(f) Correspondent bank and account number of the Borrower's bank: [●]

6. This Drawdown Request is irrevocable.
7. 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: Euros [●*amount in words*] (EUR [●])
 - 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*] ([●]%) per annum

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.

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

[It being specified that the above Interest Rate may vary in accordance with the provisions of clauses 4.1.3(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.

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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 (*Conversion from a floating Interest Rate to a fixed Interest Rate*) (i) 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 CONFIRMATION

[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 4.1.14.1.3 (*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*

SCHEDULE 6 – ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

Topic	Required action	Responsible entity	Timeline and deadlines	Achievement Indicator
1. Monitoring and reporting				
1.1 - Regular reporting	a. Prepare and submit to the AFD regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, including but not limited to, stakeholder engagement activities and grievances log.	Ministry of Health	Every Semester	Bi-annual ESHS report
2. Assessment and management of environmental and social risks and impacts				
2.1 - Organizational structures	<p>a. Rwanda Biomedical Center (RBC) shall maintain qualified staff and resources to support management of ESHS risks and impacts of the Project including qualified environmental and social risk management specialists.</p> <p>b. Local District Administration (LODA) shall maintain qualified staff and resources to support management of ESHS risks and impacts of the Project including qualified environmental and social risk management specialists. Environmental and social risk management specialists will be appointed from existing staff or hired as deemed necessary.</p> <p>a. Prepare, disclose and adopt the Environmental and Social Management Framework (ESMF) for the fields of Health and Social Response Plan. The ESMF will include a template for Infection Control and Waste Management Plan (ICWMP) based on the existing ICWMP prepared for the Rwanda SPRP project (updated in March 2020) as well as a template for Environmental and Social Management Plan (ESMP) as necessary for the Employment intensive investment program.</p> <p>b. Assess the environmental and social risks and impacts of proposed Project activities - including to ensure that individuals or groups who, because of their particular circumstances, may be disadvantaged or vulnerable, have access to the development benefits resulting from the Project - in accordance with the World Bank's ESSs and the ESMF.</p> <p>c. Prepare, publicly consult, disclose, adopt, and implement Infection Control and Waste Management Plans, Environmental and Social Management Plans and/or other instruments, if required for the respective Project activities based on the screening and assessment process, in accordance with the World Bank's ESSs, the ESMF, IFC's Environmental Health and Safety Guidelines and other relevant Good International Industry Practice (GIIP) including relevant WHO Guidelines related to COVID-19 and social protection, in a manner acceptable to the AFD.</p> <p>d. Incorporate the relevant aspects of this ESP, including, inter alia, any Environmental and Social Management Plans or other instruments, World Bank's ESS2 requirements, and any other required ESHS measures, into the ESHS specifications of the procurement documents and contracts with contractors and supervising firms. Thereafter ensure that the contractors and supervising firms comply with the ESHS specifications of their respective contracts.</p>	<p>Ministry of Health, LODA, RBC</p>	<p>Throughout project implementation</p> <p>Throughout project implementation</p> <p>The ESMF shall be prepared, disclosed and adopted before the first disbursement date</p> <p>During ESMF preparation</p> <p>Before carrying out of the relevant Project activities, and thereafter throughout the carrying out of such activities.</p> <p>Before launching the procurement process for the relevant activities and thereafter throughout the</p>	<p>ESHS staff confirmed on the organizational chart shown in project progress reports</p> <p>ESHS staff confirmed on the organizational chart shown in project progress reports</p> <p>ESMF received NOC from AFD</p> <p>Effectively included in the ESMF report</p> <p>All instruments received NOC from AFD</p> <p>ESHS reports and/or any valid ESHS certificate, AND organizational chart evidencing Contractor/sub-contractor's ESHS-dedicated personnel submitted to AFD</p>
2.2 - E&S management plans and instruments/contractors				

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	<p>e. Update Environmental and Social Management Plans, and Infection Control and Waste Management Plans or other instruments based on updated guidance by WHO on COVID19 and social protection.</p>	<p>Ministry of Health, LODA, RBC</p>	<p>Throughout project implementation</p>	<p>Updated instruments received NOC from AFD</p>
	<p>d. ESMF will include a specific section for the management of Employment intensive investment works: process of decision, community-based consultations, E&S studies before works start, regular works visit by E&S officer mention in 1.1</p>	<p>Ministry of Health, LODA, RBC</p>	<p>The ESMF shall be prepared, disclosed and adopted after before the first disbursement date. Throughout project implementation</p>	<p>Management of Employment intensive investment works is effectively incorporated in the ESMF ESHS report and works visits are provided during construction phase</p>
<p>2.3 - EXCLUSIONS: Exclude the following type of activities as ineligible for financing under the Project:</p>	<ul style="list-style-type: none"> Laboratory activities that may require BSL3 lab facilities; Activities that may cause long term, permanent and/or irreversible (e.g. loss of major natural habitat) impacts; Activities that have high probability of causing serious adverse effects to human health and/or the environment; Activities that may adverse social impacts and may give rise to significant social conflict; Activities which would require Free Prior Informed Consent; Activities that may affect lands or rights of indigenous people or other vulnerable minorities; Activities that may involve permanent resettlement or land acquisition, impacts on cultural heritage; All the other excluded activities set out in the ESMF of the Project. 	<p>Ministry of Health, LODA, RBC</p>	<p>During the assessment process conducted under action 1.2.a. above.</p>	<p>Excluded activities are effectively mentioned in the ESMF</p>
<p>3. Labor and Working conditions</p>	<p>The Project shall be carried out in accordance with the applicable requirements of the World Bank's ESS2, in a manner acceptable to the AFD including through, inter alia, implementing adequate occupational health and safety measures (including emergency preparedness and response measures), setting out grievance arrangements for Project workers, and incorporating labor requirements into the ESHS specifications of the procurement documents and contracts with contractors and supervising firms.</p>	<p>Ministry of Health, LODA, RBC</p>	<p>Prior to the beginning of the contractor's assignment and throughout project implementation</p>	<p>Declaration of compliance by the Contractor</p>
<p>4. Resource Efficiency, Pollution Prevention and Management</p>	<p>Relevant aspects of World bank's ESS3 shall be considered, as needed, under action 2.2 above, including, inter alia, measures to: manage health care wastes, and other types of hazardous and non-hazardous wastes. Use of resources (water, air, etc.) should follow relevant WHO environmental infections control guidelines standards for medical facilities.</p>	<p>Ministry of Health, LODA, RBC</p>	<p>During ESMF preparation</p>	<p>ESMF received NOC from AFD</p>
<p>5. Community health and safety</p>				

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5.1 - Various community health and safety aspects	Relevant aspects of World bank's ESS4 shall be considered, as needed, under action 2.2 above, including, inter alia, measures to: minimize the potential for community exposure to communicable diseases; ensure that individuals or groups who, because of their particular circumstances, may be disadvantaged or vulnerable have access to the development benefits resulting from the Project; manage the risks of the use of security personnel; manage the risks of labor influx; and prevent and respond to sexual exploitation and abuse, and sexual harassment.	Ministry of Health, LODA, RBC	During ESMF preparation	ESMF received NOC from AFD
6. Indigenous people and Sub-Saharan African Historically Underserved Traditional Local Communities				
6.1 - Information of SSAHUTLC	The Borrower will ensure that SSAHUTLC are appropriately informed and can share in the benefits of the project in an inclusive and culturally appropriate manner (i.e. prevention and treatment) with provisions included in the SEP, in accordance with the World bank's ESS7.	Ministry of Health, LODA, RBC	During SEP preparation	Information of SSAHUTLC is effectively included in the SEP
6.2 - Consideration of specific cultural needs of SSAHUTLC	In case SSAHUTLC communities would be affected by quarantine provisions, site-specific approaches would be prepared to ensure adequate consideration of their specific cultural needs in accordance with ESS7, to the satisfaction of the Bank.	Ministry of Health, LODA, RBC	During SEP preparation	Consideration of specific cultural needs of SSAHUTLC are effectively included in the SEP
7. Stakeholder Engagement and Information Disclosure				
7.1 - Stakeholder Engagement Plan	Prepare and disclose, a Stakeholder Engagement Plan (SEP) consistent with the World bank's ESS10, including the use of different, culturally appropriate communication approaches to ensure communication also with the most vulnerable, including illiterate and people with disabilities and hard to reach communities, in a manner acceptable to the AFD.	Ministry of Health	The SEP shall be prepared, disclosed and adopted after before the first disbursement date	SEP received NOC from AFD
7.2 - Grievance redress mechanism	The SEP will also include a grievance redress mechanism that allows registration, processing, follow-up and resolution of complaints by patients, hospital staff, local communities and other stakeholders	Ministry of Health	Throughout project implementation	Grievance redress mechanism is effectively included in the SEP. Updates on stakeholder grievances outlining the number of grievances, time to resolution and outcomes of grievances will be communicated to the AFD as part of the Progress Reports.

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SCHEDULE 7 - INFORMATION THAT MAY BE PUBLISHED ON THE FRENCH GOVERNMENT WEBSITE AND THE LENDER'S WEBSITE

1. Information regarding the Program

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

2. Information regarding the financing of the Program

- Kind of financing (loan, grant, co-financing, delegated funds) ;
- Principal amount of the Facility ;
- Amount of the Facility which has been drawn down (updated as the implementation of the Program goes) ;

3. Other information

- Transaction information notice and/or sheet presenting the transaction attached to this Schedule.

SCHEDULE 9 - 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*.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Itegeko n° 044/2021 ryo ku wa 05/08/2021 ryemera kwemeza burundu Amasezerano y'inguzanyo, hagati ya Repubulika y'u Rwanda na Agence Francaise de Developpement (AFD), yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Gicurasi 2021</p>	<p>Seen to be annexed to Law n° 044/2021 of 05/08/2021 approving the ratification of the Credit Facility Agreement between the Republic of Rwanda and the Agence Française de Développement (AFD), relating to the credit of sixty million Euros (EUR 60,000,000) for the support of the COVID-19 Health and Social Protection Response Plan, signed at Kigali, Rwanda, on 27 May 2021</p>	<p>Vu pour être annexé à la Loi n° 044/2021 du 05/08/2021 approuvant la ratification de l'Accord de crédit entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au crédit de soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda le 27 Mai 2021</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 088/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y’U RWANDA N’IKIGEGA CY’ITERAMBERE CY’IBIHUGU BY’AMAJYARUGURU Y’UBURAYI, YEREKERANYE N’INGUZANYO INGANA NA MILIYONI ENYE Z’AMAYERO (4.000.000 EUR) N’IMPANO INGANA NA MILIYONI EBYIRI Z’AMAYERO (2.000.000 EUR) AGENEWE GUHANGANA N’IMYUZURE MURI KIGALI NO GUHUZA IMIYOBORO Y’AMAZI YO MU MUJYI MU RWEGO RW’UMUSHINGA WA KABIRI W’ITERAMBERE RY’IMIYI MU RWANDA (RUDP II), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 14 GICURASI 2021</p>	<p>PRESIDENTIAL ORDER N° 088/01 OF 05/08/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE NORDIC DEVELOPMENT FUND, RELATING TO THE CREDIT OF FOUR MILLION EUROS (EUR 4,000,000) AND TO THE GRANT OF TWO MILLION EUROS (EUR 2,000,000) FOR KIGALI FLOOD CONTROL AND INTEGRATED URBAN CATCHMENT MANAGEMENT UNDER SECOND RWANDA URBAN DEVELOPMENT PROJECT (RUDP II), SIGNED AT KIGALI, RWANDA, ON 14 MAY 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 088/01 DU 05/08/2021 RATIFIANT L’ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE MILLIONS D’EUROS (4.000.000 EUR) ET AU DON DE DEUX MILLIONS D’EUROS (2.000.000 EUR) POUR LE CONTRÔLE DES INONDATIONS DE KIGALI ET LE CAPTAGE URBAIN INTÉGRÉ DANS LE CADRE DU DEUXIÈME PROJET DE DÉVELOPPEMENT URBAIN DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 14 MAI 2021</p>
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<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° 088/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y’U RWANDA N’IKIGEGA CY’ITERAMBERE CY’IBIHUGU BY’AMAJYARUGURU Y’UBURAYI, YEREKERANYE N’INGUZANYO INGANA NA MILIYONI ENYE Z’AMAYERO (4.000.000 EUR) N’IMPANO INGANA NA MILIYONI EBYIRI Z’AMAYERO (2.000.000 EUR) AGENEWE GUHANGANA N’IMYUZURE MURI KIGALI NO GUHUZA IMIYOBORO Y’AMAZI YO MU MUJYI MU RWEGO RW’UMUSHINGA WA KABIRI W’ITERAMBERE RY’IMIJI MU RWANDA (RUDP II), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 14 GICURASI 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>PRESIDENTIAL ORDER N° 088/01 OF 05/08/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE NORDIC DEVELOPMENT FUND, RELATING TO THE CREDIT OF FOUR MILLION EUROS (EUR 4,000,000) AND TO THE GRANT OF TWO MILLION EUROS (EUR 2,000,000) FOR KIGALI FLOOD CONTROL AND INTEGRATED URBAN CATCHMENT MANAGEMENT UNDER SECOND RWANDA URBAN DEVELOPMENT PROJECT (RUDP II), SIGNED AT KIGALI, RWANDA, ON 14 MAY 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° 088/01 DU 05/08/2021 RATIFIANT L’ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE MILLIONS D’EUROS (4.000.000 EUR) ET AU DON DE DEUX MILLIONS D’EUROS (2.000.000 EUR) POUR LE CONTRÔLE DES INONDATIONS DE KIGALI ET LE CAPTAGE URBAIN INTÉGRÉ DANS LE CADRE DU DEUXIÈME PROJET DE DÉVELOPPEMENT URBAIN DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 14 MAI 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° 041/2021 ryo ku wa 05/08/2021 ryemera kwemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'i Burayi (NDF), yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe guhangana n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu mujyi mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda (RUDP II), yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Gicurasi 2021;</p>	<p>Pursuant to Law n° 041/2021 Of 05/08/2021 approving the ratification of the Financing Agreement between the Republic of Rwanda and the Nordic Development Fund (NDF), relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali Flood Control and Integrated Urban Catchment under Second Rwanda Urban Development Project (RUDP II), signed at Kigali, Rwanda, on 14 May 2021;</p>	<p>Vu la Loi n° 041/2021 du 05/08/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et le Fonds Nordique de Développement (NDF), relatif au crédit de quatre millions d'Euros (4.000.000 EUR) et au don de deux millions d'Euros (2.000.000 EUR) pour le contrôle des inondations de Kigali et le captage urbain intégré dans le cadre du deuxième projet de développement urbain du Rwanda (RUDP II), signé à Kigali, au Rwanda, le 14 mai 2021 ;</p>
<p>Tumaze kubona Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'Uburayi, yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe guhangana n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu mujyi mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda (RUDP II), yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Gicurasi 2021;</p>	<p>Considering the Financing Agreement between the Republic of Rwanda and the Nordic Development Fund, relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali Flood Control and Integrated Urban Catchment Management under Second Rwanda Urban Development Project (RUDP II), signed at Kigali, Rwanda, on 14 May 2021;</p>	<p>Considérant l'Accord de financement entre la République du Rwanda et le Fonds Nordique de Développement, relatif au crédit de quatre millions d'Euros (4.000.000 EUR) et au don de deux millions d'Euros (2.000.000 EUR) pour le contrôle des inondations de Kigali et le captage urbain intégré dans le cadre du deuxième projet de développement urbain du Rwanda (RUDP II), signé à Kigali, au Rwanda, le 14 mai 2021 ;</p>
<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique ;</p>

<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p> <p>TWATEGETSE KANDI DUTEGETSE:</p> <p><u>Ingingo ya mbere: Kwemeza burundu</u></p> <p>Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'Uburayi, yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe guhangana n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu muji mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda (RUDP II), yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Gicurasi 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'Ibidukikije bashinzwe gushyira mu bikorwa iri teka.</p>	<p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Financing Agreement between the Republic of Rwanda and the Nordic Development Fund, relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali Flood Control and Integrated Urban Catchment Management under Second Rwanda Urban Development Project (RUDP II), signed at Kigali, Rwanda, on 14 May 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 Environment are entrusted with the implementation of this Order.</p>	<p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS:</p> <p><u>Article premier : Ratification</u></p> <p>L'Accord de financement entre la République du Rwanda et le Fonds Nordique de Développement, relatif au crédit de quatre millions d'Euros (4.000.000 EUR) et au don de deux millions d'Euros (2.000.000 EUR) pour le contrôle des inondations de Kigali et le captage urbain intégré dans le cadre du deuxième projet de développement urbain du Rwanda (RUDP II), signé à Kigali, au Rwanda, le 14 mai 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 Étrangères et de la Coopération Internationale et le Ministre de l'Environnement sont chargés de l'exécution du présent arrêté.</p>
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<p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p> <p>Iri teka ritangira gukurikizwa ku muni ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.</p>	<p><u>Article 3:</u> Commencement</p> <p>This Order comes into force on the date of its publication in the Official Gazette of the Republic of Rwanda</p>	<p><u>Article 3 :</u> Entrée en vigueur</p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
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Kigali, 05/08/2021

(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° 088/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA REPUBULIKA Y'U RWANDA N'IKIGEGA CY'ITERAMBERE CY'IBIHUGU BY'AMAJYARUGURU Y'UBURAYI, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ENYE Z'AMAYERO (4.000.000 EUR) N'IMPANO INGANA NA MILIYONI EBYIRI Z'AMAYERO (2.000.000 EUR) AGENEWE GUHANGANA N'IMYUZURE MURI KIGALI NO GUHUZA IMIYOBORO Y'AMAZI YO MU MUJYI MU RWEGO RW'UMUSHINGA WA KABIRI W'ITERAMBERE RY'IMIJI MU RWANDA (RUDP II), YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 14 GICURASI 2021</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 088/01 OF 05/08/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE REPUBLIC OF RWANDA AND THE NORDIC DEVELOPMENT FUND, RELATING TO THE CREDIT OF FOUR MILLION EUROS (EUR 4,000,000) AND TO THE GRANT OF TWO MILLION EUROS (EUR 2,000,000) FOR KIGALI FLOOD CONTROL AND INTEGRATED URBAN CATCHMENT MANAGEMENT UNDER SECOND RWANDA URBAN DEVELOPMENT PROJECT (RUDP II), SIGNED AT KIGALI, RWANDA, ON 14 MAY 2021</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 088/01 DU 05/08/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE LA RÉPUBLIQUE DU RWANDA ET LE FONDS NORDIQUE DE DÉVELOPPEMENT, RELATIF AU CRÉDIT DE QUATRE MILLIONS D'EUROS (4.000.000 EUR) ET AU DON DE DEUX MILLIONS D'EUROS (2.000.000 EUR) POUR LE CONTRÔLE DES INONDATIONS DE KIGALI ET LE CAPTAGE URBAIN INTÉGRÉ DANS LE CADRE DU DEUXIÈME PROJET DE DÉVELOPPEMENT URBAIN DU RWANDA, SIGNÉ À KIGALI, AU RWANDA, LE 14 MAI 2021</p>
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NDF C118/C119

FINANCING AGREEMENT

Kigali Flood Control and Integrated Urban Catchment Management

under

Second Rwanda Urban Development Project (RUDP II)

between

the

REPUBLIC OF RWANDA

and

NORDIC DEVELOPMENT FUND

Dated _____

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FINANCING AGREEMENT

Between the **REPUBLIC OF RWANDA** (the "Beneficiary") and **NORDIC DEVELOPMENT FUND** (the "Fund" or "NDF").

WHEREAS

- a) the Fund was established as a Nordic multilateral development financing institution pursuant to a ratified agreement between the Governments of Denmark, Finland, Iceland, Norway and Sweden for the purpose of promoting economic and social development in developing countries through participation in financing on concessional terms of projects of interest to the Nordic Countries;
- b) the Beneficiary, having satisfied itself of the feasibility and priority of the Second Rwanda Urban Development Project (RUDP II) mentioned in Annex 1 to this Agreement (the "Lead Agency Project"), has requested the Fund to assist in the financing of the Kigali Flood Control and Integrated Urban Catchment Management components of the Lead Project ("NDF Project") through a credit and a grant;
- c) the Beneficiary has on 12 November 2020 entered into agreements with the International Development Association and the International Bank for Reconstruction and Development (collectively "World Bank") as Lead Agency to assist in the financing of the Lead Agency Project;
- d) the Fund and the Lead Agency will cooperate and exchange information during the implementation of the Lead Agency Project and the NDF Project in accordance with a co-operation agreement between them as of 19 April, 2012,
- e) the NDF Project will be carried out by the Rwanda Environment Management Authority (REMA) (the "Executing Agency") in collaboration with the City of Kigali, Rwanda Resources Board (RWB), the Ministry in charge of Emergency Management, Rwanda Meteorology Agency, Rwanda's Green Fund (FONERWA) and Development Bank of Rwanda (the "Partner Agencies"). The Beneficiary will make the proceeds of the Financing (as defined in Article I) available to the Executing Agency as provided for in this Agreement;
- f) the Beneficiary and the Fund have entered into an agreement on the legal status of the Fund in the Republic of Rwanda on 4 October 2004;
- g) the Fund has agreed, on the basis, inter alia, of the foregoing, to extend the Financing to the Beneficiary upon the terms and conditions set forth in this Agreement;

NOW IT IS AGREED:

ARTICLE I

Definitions

1.01 Wherever used in this Agreement, unless the context otherwise requires, the several terms defined in the Preamble to this Agreement have the meanings set forth therein, and the following additional terms have the following meanings:

"Agreement" means this particular financing agreement, including all annexes, schedules and agreements supplemental hereto, as such agreement may be amended from time to time;

"Anticorruption Policy" means NDF's Policy on Anticorruption and Integrity, as in effect at any given time;

"Banking Day" means, in relation to any place where transactions under this Agreement have to be carried out, a day on which commercial banks in such place are neither required nor authorised to be closed;

"Closing Date" means the date after which the right of the Beneficiary to make drawdowns under this Agreement may be terminated by the Fund, such date being specified in section 2.09;

"Contractor" means a consultant, supplier of goods, contractor of works and/or provider of services for the Project, selected and employed or contracted in accordance with this Agreement;

"Constituent Documents" mean the Agreement between Denmark, Finland, Iceland, Norway and Sweden concerning the Nordic Development Fund of 9 November 1998 and thereto related Statutes and the Host Country Agreement between the Government of Finland and the Nordic Development Fund of 15 October 2013. These documents are available on NDF's website, www.ndf.int;

"Credit" means the credit provided for in this Agreement, any part thereof or any outstanding amount thereof as the context requires;

"Disbursement Deadline Date" means the date three (3) months after the Closing Date, which is the final date on which the Fund will accept disbursement requests;

"Disbursement Instructions" mean NDF Disbursement Instructions, as in effect at any given time;

"Dollar(s)", "USD" and the sign "\$" mean the lawful currency of the United States of America;

"Eligible Expenditure" means, except as otherwise provided in this Agreement, an expenditure incurred prior to or on the Closing Date in respect of the reasonable cost of goods, works and services required and procured for the NDF Project and to be financed by means of the Financing, all in accordance with the provisions of this Agreement as outlined in Annex 3 or otherwise agreed between the parties to this agreement, provided however

that a payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations shall not be an Eligible Expenditure;

"Executing Agency" means the Rwanda Environment Management Authority (REMA);

"EUR" and the sign "€" mean euro, the lawful currency of the member states of the European Union that have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law;

"Financing" means the Credit and the Grant funds provided for in this Agreement or any outstanding amount thereof, as the context requires;

"Gender Equality Policy" means NDF's Gender Equality Policy, as in effect at any time;

"Grant" means the grant provided for in this Agreement or any part thereof, as the context requires;

"Lead Agency" means the World Bank

"Lead Agency Project" means the activities to be financed by the proceeds of the financing contracts between the Beneficiary and Lead Agency as of 12 November 2020

"NDF Environmental and Social Policy and Guidelines" means NDF's Environmental and Social Policy and Guidelines, as in effect at any time

"Payment Date" means each of May 15 and November 15 in each calendar year. In the event that a Payment Date would otherwise fall on a day that is not a Banking Day, such Payment Date shall instead be the next succeeding Banking Day;

"Partner Agencies" means the City of Kigali, Rwanda Water Resources Board (RWB), Ministry of Infrastructure, the Ministry in charge of Emergency Management, Rwanda Meteorology Agency, Rwanda's Green Fund (FONERWA) and the Development Bank of Rwanda;

"Policy on Access to Information" means NDF's Policy on Access to Information, as in effect at any time;

"Policy on Taxes" means NDF Operational Policy on Taxes, as in effect at any given time;

"Prohibited Practices" means corrupt, fraudulent, collusive, coercive and obstructive practices, as defined in the Anticorruption Policy;

"NDF Project" means the activities to be financed by the proceeds of the Grant and the Credit, as specified in Annex 1 to this Agreement;

"Special Account" means an account opened by the Beneficiary or Executing Agency in accordance with the Disbursement Instructions for the purpose of receiving and administering a Special Advance disbursement;

"Taxes" includes imposts, levies, fees and duties of any nature, whether in effect at the date of this Agreement or imposed thereafter;

"Tenderer" means a firm or other type of entity, association of firms or entities, or an individual who submits or has submitted a proposal or a bid for the supply of goods, construction of works or provision of services for the Project.

ARTICLE II

The Credit and the Grant

Disbursements

2.01 The Fund agrees to lend to the Beneficiary, on the terms and subject to the conditions set forth or referred to herein, an amount of up to EUR 4,000,000 (four million euros) (the "Credit").

2.02 The Fund agrees to extend to the Beneficiary, on the terms and subject to the conditions set forth or referred to herein, an amount of up to EUR 2,000,000 (two million euros) in the form of a non-recoverable grant (the "Grant").

2.03 The Beneficiary shall be entitled to draw down the Financing in accordance with the provisions of this Agreement and the Disbursement Instructions, for the purpose of paying Eligible Expenditures. The Beneficiary shall procure, or cause to be procured, the items of expenditure to be financed out of the proceeds of the Financing in accordance with Section 8.03 and Annexes 1, 2 and 3 of this Agreement.

2.04 The proceeds of the Credit may be used to finance the reasonable costs of Taxes levied by, or in the territory of, the Beneficiary on or in respect of Eligible Expenditures, or on the importation, manufacture, procurement or supply of goods, works and services for such Eligible Expenditures. If the Fund at any time determines that the amount of any such Tax is excessive, or that such Tax is discriminatory or otherwise unreasonable, the Fund may, by notice to the Beneficiary, adjust the percentage of such expenditures to be financed out of the proceeds of the Credit.

2.05 No amount of the Grant shall be drawn or be applied, directly or indirectly, on account of any Taxes levied by, or in the territory of, the Beneficiary on goods or services, or on the procurement, manufacture, importation or supply thereof.

2.06 No amount of the Financing shall be drawn or be applied, directly or indirectly, on account of payments made prior to the date of this Agreement, unless the Fund shall agree otherwise.

2.07 Disbursements under the Financing shall be made subject to:

(a) the conditions precedent specified in Article III having been, and remaining, fulfilled to the Fund's satisfaction;

(b) in the case of Special Account or Special Advance, the Fund having received and accepted all documentation required for these disbursement methods, as set out in the Disbursement Instructions;

(c) receipt by the Fund of (i) a disbursement request, with supporting documentation, acceptable to the Fund submitted by or on behalf of the Beneficiary, or (ii) in the case of Special Account, a payment request submitted by the third party to whom the Special Commitment was provided by the Fund.

2.08 Each disbursement shall be made on a date determined by the Fund. Unless the Beneficiary has requested disbursement on a specified later date, disbursement will normally be made not later than thirty (30) calendar days after NDF's receipt of the disbursement request, provided that all conditions precedent to disbursement set out in Article III hereof have been fulfilled and remain fulfilled.

2.09 The Closing Date under this Agreement shall be 31 December, 2025, which is aligned with the Lead Agency's closing date of the Lead Agency Project or such later date as the Fund shall establish.

ARTICLE III

Conditions Precedent to Disbursement

3.01 Unless otherwise agreed, the making of disbursements from the Financing shall be subject to the conditions precedent that:

- (a) this Agreement is in full force and effect, and no event, which would entitle the Fund to suspend disbursements under this Agreement, shall have occurred and be continuing;
- (b) a grant agreement, a loan agreement, and a financing agreement between the Lead Agency and the Beneficiary for the Lead Agency Project have been signed and become effective;
- (c) the Beneficiary has taken or caused to be taken all actions necessary or advisable to enable the Beneficiary to receive the Financing and to perform its obligations hereunder, including obtaining all required exemptions, consents and permits; and
- (d) the Fund has received and accepted
 - (i) a legal opinion showing that this Agreement has been duly authorised or ratified by, and executed and delivered on behalf of, the Beneficiary and is legally binding upon the Beneficiary in accordance with its terms;
 - (ii) if requested by the Fund, further evidence satisfactory to it that the execution and delivery of this Agreement on behalf of the Beneficiary has been duly authorised by all necessary authorities;

- (iii) evidence satisfactory to the Fund of the authority of the person or persons authorised to sign disbursement requests and the authenticated specimen signature of any such person;
- (iv) evidence satisfactory to the Fund that other financing contemplated for the NDF Project has been obtained, and that conditions precedent to the effectiveness of such financing have been met; and
- (v) certified copies of implementation agreements, acceptable to the Fund, whereby the Recipient makes the Financing available to the Partner Agencies;
- (vi) any other documentation the Fund reasonably requests relating to the execution of this Agreement or the implementation of the NDF Project.

3.02 All documentation to be delivered to the Fund in accordance with this Article III shall be in English, or if in another language, complemented by an official translation in English.

ARTICLE IV

Charges

4.01 (a) The Beneficiary shall pay to the Fund a commitment charge on the undisbursed amount of the Credit at the rate of 0.5% per annum.

(b) The commitment charge shall accrue from the date 12 months after the date of this Agreement to the respective dates on which amounts are either disbursed or cancelled.

4.02 The Beneficiary shall pay to the Fund a service charge at the rate of 0.75% per annum on the Credit outstanding at any time.

4.03 Commitment charges and service charges shall be paid semi-annually in arrears on the applicable Payment Dates, and shall be computed on the basis of a 360-day year of twelve 30-day months.

ARTICLE V

Repayment

5.01 The Beneficiary shall repay the disbursed principal amount of the Credit in semi-annual instalments commencing on the first Payment Date in 2027 and ending on the last Payment Date in 2058. The instalments payable shall be 3.125% per annum of the principal amount.

5.02 Notwithstanding the above, the Beneficiary shall have the right to repay one or more instalments in advance of maturity, provided that after such prepayment, no portion of the principal amount of the Credit maturing after the prepaid portion shall remain outstanding.

ARTICLE VI

Currency Provisions Payments by the Beneficiary Taxes and Restrictions

6.01 The proceeds of the Financing shall be disbursed in a freely convertible currency with reference to EUR in accordance with Section 6.03 hereof.

6.02 The Beneficiary shall pay the principal of, and service and commitment charges on, the Credit in EUR.

6.03 Whenever it shall be necessary for the purpose of this Agreement to determine the value of one currency or unit of account with reference to another currency or unit of account as of a given date, such value shall be as reasonably determined by the Fund in consultation with the beneficiary.

6.04 Payments by the Beneficiary shall be made on the due date in immediately available funds to such account as may be notified to the Beneficiary by the Fund.

6.05 All payments made by the Beneficiary under this Agreement shall be made free of restrictions and without deduction of any kind, including deductions for any Taxes imposed by or in the territory of the Beneficiary. However, if the Beneficiary shall be compelled by any law or regulation to comply with such restrictions or to make or suffer deductions, and as a result thereof the Fund would not receive payment in full as contemplated in this Agreement, the Beneficiary shall pay such higher amounts as may be necessary to ensure that the net amounts received by the Fund will equal the amounts payable under this Agreement.

6.06 The Beneficiary shall pay or cause to be paid any Taxes levied under the laws of the Beneficiary and any fees on or in connection with the execution, issue, delivery or registration of, or payments under, this Agreement.

6.07 The liability of the Beneficiary to effect payment of the principal amount of and charges on the Credit and of any other amount to be paid under this Agreement on the due dates, shall not be conditional upon performance by a Contractor, Executing Agency, Partner Agencies or any co-operating party and shall not be affected in any way by any claim which the Beneficiary may have or might consider that it has against a Contractor, Executing Agency, Partner Agencies or any co-operating party as aforesaid, or by any other reason whatsoever.

ARTICLE VII
Co-operation and Information
Beneficiary's Undertakings and Representations

7.01 The Beneficiary represents that this Agreement has been duly authorised, and has been duly executed, signed and delivered on behalf of the Beneficiary and is legally binding upon the Beneficiary in accordance with its terms and conditions.

7.02 The Beneficiary and the Fund shall co-operate fully to ensure that the purpose of the Financing will be accomplished. To that end, each of them shall furnish to the other party all such information as it shall reasonably request with regard to the general status of the Financing and the NDF Project.

7.03 The Beneficiary shall promptly inform the Fund of (i) any condition which interferes or threatens to interfere with the accomplishment of the purpose of the Financing (including substantial increase in the costs of the NDF Project), and (ii) any event which with the lapse of time or otherwise would entitle the Fund to suspend disbursements under this Agreement.

7.04 The Beneficiary shall include all amounts due and payable, or to fall due and payable, to the Fund during each fiscal year in its annual budget for such year.

7.05 The Beneficiary represents that its obligations of payment under this Agreement constitute general and unconditional obligations that rank and will rank at least *pari passu* with all other present and future unsecured, unsubordinated obligations of the Beneficiary, with the exception only of certain obligations which are mandatorily preferred by laws of general application.

7.06 The Beneficiary recognises that the Fund follows policies similar to other multilateral financial institutions as regards project execution and debt service obligations of its Beneficiaries and Borrowers, including the policy of non-participation in debt rescheduling.

7.07 (a) The Beneficiary undertakes to comply with and ensure that the NDF Project is implemented in accordance with the Anticorruption Policy, the NDF Environmental and Social Policy and Guidelines and Gender Equality Policy including making the Executing Agency and Partner Agencies aware of the applicability of the Anticorruption Policy.

(b) The Beneficiary undertakes to take all necessary action to prevent, counteract and detect Prohibited Practices, as defined in the Anticorruption Policy, within its territory and to pursue, by all appropriate means, any such practices whenever identified.

(c) The Beneficiary undertakes to promptly inform the Fund of any allegation or finding of Prohibited Practices, in connection with the NDF Project or with the use of the proceeds of the Financing.

(d) Recognising the close alignment of the NDF Project with the Lead Agency Project, the Beneficiary undertakes to extend the applicable World Bank Environmental and Social Framework policies and guidelines, including but not limited to the Environmental and Social Management Framework, and the Resettlement Policy Framework to the NDF Project and develop site-specific instruments for the NDF Project accordingly.

(d) The Beneficiary acknowledges that the Fund reserves the right to investigate, directly or through any agent appointed by the Fund, any Prohibited Practices relating to the NDF Project or the use of the proceeds of the Financing and undertakes to a) introduce corresponding provisions in its contracts with Contractors, the Executing Agency and Partner Agencies, and b) cooperate in any such investigation and extend all necessary assistance for satisfactory completion of such investigation.

ARTICLE VIII

Execution of the NDF Project

8.01 The Beneficiary shall take or cause to be taken all actions which shall be necessary to execute the NDF Project with due diligence and efficiency and in conformity with appropriate administrative, financial, technical, social, environmental and climate change mitigation and adaptation standards and practices, in accordance with this Agreement. These practices also include transparency in NDF Project operations and wide and easy access to public information on the NDF Project. In particular, the Beneficiary shall make available to the public: (i) NDF Project-related safeguards assessments and plans related to environment, resettlement; (ii) audited annual financial statements for the NDF Project; (iii) procurement plans; and (iv) results of procurement procedures.

8.02 For the purposes of ensuring the efficient and effective carrying out of the NDF Project, the Beneficiary shall maintain, at all times during the implementation of the NDF Project, implementation structures within the Executing Agency with functions and resources satisfactory to the Fund, and with staff in adequate numbers and with qualifications, experience and terms of reference satisfactory to the Fund.

8.03 (a) The Beneficiary shall ensure that the proceeds of the Financing shall be used only for the financing of Eligible Expenditures for the NDF Project or, as applicable, NDF Project component(s) for which the Financing is extended. Procurement of the goods, works and services required for the NDF Project and to be financed out of the proceeds of the Financing shall be governed by the provisions of Annexes 1, 2 and 3 to this Agreement.

(b) The Beneficiary shall ensure that in respect of procurement of goods, works and services for the NDF Project, invitations to tender as well as contracts shall, respectively, include clauses that give the Beneficiary, the buyer, and the Fund the right to (i) demand investigations of the tenderer's/Contractor's books by independent auditors for the purpose of ascertaining whether or not Prohibited Practices have taken place, (ii) reject any tender and cancel any procurement contract in case any Prohibited Practices have taken place in connection with the procurement procedure related to the contract or the execution thereof, (iii) claim compensation for the damage or loss arising from any such rejection of tender or

cancellation of contract, and (iv) exclude the tenderer/Contractor, either indefinitely or for a certain period of time, from competing for and participating in the execution of contracts in the territory of the Beneficiary.

8.04 The Beneficiary shall ensure that the NDF Project is carried out in accordance with the arrangements and procedures set out in its Project Operation Manual ("POM") prepared in cooperation with the relevant Partner Agencies (provided, however, that in the event of any conflict between the arrangements and procedures set out in the POM and the provisions of this Agreement, or any other arrangements and procedures communicated in writing by the Fund to the Beneficiary, the provisions of this Agreement, or any other such arrangements and procedures as communicated in writing by the Fund, shall prevail).

8.05 In addition to the proceeds of the Financing, the Beneficiary shall make available or cause to be made available promptly when needed, all other funds that are required for the execution of the NDF Project (including any funds that may be required to meet any increase in cost).

8.06 The Beneficiary shall insure or cause to be insured, or make adequate provision for the insurance of, the imported goods to be financed out of the proceeds of the Financing against hazards incidental to the acquisition, transportation and delivery thereof to the place of use or installation. Any indemnity for such insurance shall be payable in a freely usable currency to replace or repair such goods.

8.07 The Beneficiary shall:

(i) maintain or cause to be maintained records and procedures adequate to record and monitor the progress of the NDF Project (including its cost and the benefits to be derived from it), to identify the goods, works and services and investments financed out of the proceeds of the Financing and to disclose their use in the NDF Project;

(ii) ensure that such records mentioned in (i) above are retained until at least one year following receipt by the Fund of the final audited financial statements of the NDF Project or two years after the Closing Date; and

(iii) enable representatives appointed by the Fund to visit any facilities and construction sites included in the NDF Project and to examine the goods, works and services and investments financed out of proceeds of the Financing and any plants, installations, sites, works, buildings, property, equipment, records and documents relevant to the performance of the obligations of the Beneficiary under this Agreement.

8.08 The Beneficiary shall furnish or cause to be furnished to the Fund as follows:

(i) the Beneficiary shall ensure that the Fund is furnished, not later than June 1 of each fiscal year of the Beneficiary (or such later date as the Fund may agree) during the implementation of the NDF Project for the Fund's no-objection, a consolidated Annual Work Plan and Budget ("AWPB") containing all NDF Project activities and Eligible Expenditures proposed to be included in the NDF Project in the Beneficiary's following fiscal year, including the Fund's, the Beneficiary's and other possible financiers respective shares in the cost of the AWPB;

(ii) the Beneficiary shall ensure that the NDF Project is implemented in accordance with the AWPB (provided, however, that in the event of any conflict between the AWPB and the provisions of this Agreement, the provisions of this Agreement shall prevail) and shall provide, promptly as needed, its share of the NDF Project financing as specified in the AWPB;

(iii) the Beneficiary shall not make or allow to be made any change to the AWPB without prior no-objection in writing by the Fund;

(iv) at a minimum semi-annually, reports on the implementation of the NDF Project including, inter alia, information on the accomplishment of the targets and actions set out in Annex 1 to this Agreement, including the logical framework where relevant, and on the operation and management of the NDF Project facilities, if relevant, as well as reasonably detailed information concerning the use of proceeds of Financing, the budgeted and actual cost of the NDF Project, the budgeted and actual expenditure of the contracts financed by the Financing, and the goods services and investments financed out of such proceeds;

(v) a copy of the audited annual financial statements of the NDF Project, or, as the NDF Project is a part of the larger Lead Agency Project, a copy of the audited financial statements for that project, provided such financial statements also include information on the Financing;

(vi) if so requested by the Fund, audited financial statements of the use of the Financing, in form and substance acceptable to the Fund, prepared by an independent auditor for the preceding financial year. The cost of such audit may be covered by proceeds of the Financing. If sufficient Financing proceeds are not available, the Fund and the Beneficiary shall agree on how to finance the audit;

(vii) promptly after completion of the NDF Project, but in any event not later than six months after the Closing Date or such later date as may be agreed for this purpose between the Beneficiary and the Fund, a reasonably detailed report, in form and substance acceptable to the Fund, on the use of the proceeds of the Financing, the execution of the Project and the results derived and to be derived from it; and

(viii) any other information the Fund shall reasonably request relating to the NDF Project or the proceeds of the Financing.

8.09 All reports shall be provided electronically unless otherwise requested by the Fund, and shall be provided in English.

8.10 Ownership, title and industrial and property rights in the results of the implementation of the NDF Project and the reports and other related documents shall be vested in the Beneficiary, Executing Agency or as otherwise agreed between the parties. Notwithstanding the foregoing, the Beneficiary shall ensure that the Fund shall have the right to use free of charge and as it sees fit, all documents deriving from the implementation of the NDF Project, whatever their form, provided that such use does not breach any existing industrial and/or intellectual property rights.

ARTICLE IX

Cancellation and Suspension

9.01 The Beneficiary may by notice to the Fund cancel any undisbursed amount of the Financing in respect of which the Beneficiary has not submitted a disbursement request prior to the giving of such notice. Unless the Fund shall otherwise agree, such notice of cancellation shall be irrevocable.

9.02 The Fund may, by notice to the Beneficiary, suspend in whole or in part the right of the Beneficiary to draw down the Financing if any of the following events of suspension shall have occurred and be continuing:

- (a) The Beneficiary shall have failed to make payment of principal, charges or any other amount due to the Fund under this Agreement or under any other grant, credit or guarantee agreement between the Beneficiary and the Fund.
- (b) The Beneficiary shall have failed to perform any other obligation under this Agreement.
- (c) The Beneficiary shall have failed to perform any of its obligations (other than payment obligations) under any credit or grant or other financing agreement with the Fund, which gives the Fund the right to suspend in whole or in part the right of the Beneficiary to make drawings under such agreement.
- (d) The Fund shall have suspended in whole or in part the right of the Beneficiary to make drawings under any other grant or credit agreement with the Fund because of a failure by the Beneficiary to perform any of its obligations under such agreement.
- (e) As a result of events which have occurred after the date of this Agreement, an extraordinary situation shall have arisen which shall make it improbable that the Project can be carried out or that the Beneficiary will be able to perform its obligations under this Agreement.
- (f) A representation made by the Beneficiary in or pursuant to this Agreement, or any statement furnished in connection therewith, and intended to be relied upon by the Fund in extending the Financing, shall have been incorrect in any material respect.
- (g) The Beneficiary has failed to pay any of its external debt to a multilateral financial institution.
- (h) The Fund shall have determined, with respect to the NDF Project or any investment or contract to be financed in full or in part out of the proceeds of the Financing, that Prohibited Practices were engaged in by representatives of the Beneficiary or any other beneficiary or potential beneficiary of the Financing during the procurement of goods

and services, consultant selection or the execution of a contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to remedy the situation; or the Fund shall have determined that the procurement of any goods or services to be financed out of the proceeds of the Financing is inconsistent with the relevant procedure agreed on between the Beneficiary and the Fund.

- (i) Payments to the Beneficiary are prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

9.03 Furthermore, the Fund may, by notice to the Beneficiary, suspend in whole or in part the right of the Beneficiary to draw down the Financing if

- (a) the right of the Beneficiary to draw down the proceeds of any grant or credit made to the Beneficiary for financing of the NDF Project shall have been suspended, cancelled or terminated in whole or in part, pursuant to the terms of the agreement providing therefor, or
- (b) any such credit shall have become due and payable prior to the agreed maturity thereof.

However, the Fund's right to suspension under this Clause 9.03 shall not apply if the Beneficiary establishes to the satisfaction of the Fund that a) such suspension, cancellation, termination or prematuring is not caused by the failure of the Beneficiary to perform any of its obligations under such agreement; and b) adequate funds for the NDF Project are available to the Beneficiary from other sources on terms and conditions consistent with the obligations of the Beneficiary under this Agreement.

9.04 The right of the Beneficiary to draw down the Financing shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist, unless the Fund shall have notified the Beneficiary that the right to draw down has been restored in whole or in part, as the case may be.

9.05 The Fund may, by notice to the Beneficiary, terminate the right of the Beneficiary to draw down the undisbursed amount of the Financing if

- (a) the conditions precedent have not been fulfilled 180 calendar days after the date of this Agreement,
- (b) the right of the Beneficiary to draw down the Financing shall have been suspended with respect to any amount of the Financing for a continuous period of thirty days,
- (c) at any time, the Fund determines, after consultation with the Beneficiary, that an amount of the Financing will not be required to finance the NDF Project's costs to be financed out of the proceeds of the Financing,
- (d) at any time the Fund determines, with respect to any contract or investment to be financed in full or in part out of the proceeds of the Financing, that Prohibited Practices were engaged in by representatives of the Beneficiary or any other beneficiary or potential beneficiary of the Financing during the

procurement of goods and services, consultants' selection or the execution of a contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to remedy the situation, or
(e) after the Closing Date, an amount of the Financing shall remain undrawn. Upon the giving of such notice, such amount of the Financing shall be cancelled.

9.06 Notwithstanding any cancellation or suspension, all the provisions of this Agreement shall continue in full force and effect except as specifically provided in this Article 9.

ARTICLE X

Acceleration of Maturity

10.01 If any of the following events would occur and continue for the period specified below, if any, then at any subsequent time during the continuance thereof, the Fund, at its option, may by notice to the Beneficiary declare the principal of the Credit then outstanding to be due and payable immediately together with the charges thereon, and upon any such declaration such principal amount, together with such charges, shall become due and payable immediately:

(a) A default has occurred in the payment of principal or any other payment required under this Agreement and such default has continued for a period of thirty (30) days.

(b) A default has occurred in the payment by the Beneficiary of principal or any other amount due to the Fund under any other grant, credit or guarantee agreement between the Beneficiary and the Fund and such default has continued for a period of thirty (30) days.

(c) A default has occurred in the performance of any other obligation on the part of the Beneficiary under this Agreement, and such default has continued for a period of sixty (60) days after notice thereof shall have been given by the Fund to the Beneficiary.

(d) An event specified in paragraph (e), (f) or (g) of Section 9.02 of this Agreement has occurred and continued for a period of sixty (60) days after notice thereof shall have been given by the Fund to the Beneficiary.

(e) The event specified in clause b of Section 9.03 of this Agreement has occurred in a manner giving the Fund the right to suspension of disbursement

ARTICLE XI
Enforceability and Arbitration
Failure to Exercise Rights
Waiver of Immunity

11.01 The rights and obligations of the Beneficiary and the Fund under this Agreement shall be valid and enforceable in accordance with the terms hereof notwithstanding the law of any state or political subdivision thereof to the contrary. Neither the Beneficiary nor the Fund shall be entitled in any proceeding under this Article to assert any claim that any provision of this Agreement is invalid or unenforceable because of any provision of the Constituent Documents of the Fund.

11.02 Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, which has not been settled by agreement of the parties within 60 calendar days, shall be settled by final and binding arbitration under the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of this Agreement. Article 26 of the Rules (concerning interim measures) shall, however, not be applicable to the Fund and Beneficiary in an arbitral proceeding.

The place of arbitration shall be Paris, France and the language of the arbitral proceedings shall be English.

11.03 Service of any notice of process in connection with any proceeding under this Article may be made in the manner provided for in Section 12.02 hereof. The parties hereto waive any and all other requirements for the service of any such notice of process.

11.04 No delay in exercising or omission to exercise any right, power or remedy accruing to any party under this Agreement upon default or otherwise shall impair any such right, power or remedy or be construed to be a waiver thereof, nor shall any action of such party in respect of any default affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

11.05 The parties hereby expressly (a) recognise that this Agreement is an agreement of commercial nature, and (b) waive any right of immunity they might have on the grounds of sovereignty or otherwise in connection with any arbitration proceeding pursuant to Section 11.02 hereof or with the enforcement of any arbitral award pursuant thereto. However, only is final arbitration award is enforceable against the Fund and the Beneficiary.

ARTICLE XII
Miscellaneous Provisions

12.01 The Minister of Finance of the Beneficiary is designated as representative of the Beneficiary for the purposes of signing and executing on behalf of the Beneficiary any

documents used in connection with this Agreement. This notwithstanding, the Executing Agency and the Fund may agree in writing upon any change to, or further specification of, Annex 1 (NDF Project Description), Annex 2 (Procurement), Annex 3 (Eligible Expenditures), and Annex 4 (NDF Project Monitoring Framework), provided that the amount of the Financing will not be increased, and any such change or further specification shall be deemed as an integral part of this Agreement.

12.02 Any notice or request required or permitted to be given or made under this Agreement shall be made in writing in the English language and may be delivered (i) by airmail or internationally recognised courier service, or (ii) by email to the party to which it is required or permitted to be given or made, at such party's address specified below or at such other address as such party shall have designated by notice to the other party. Any notice expressly required under this Agreement shall, if given by email, promptly be confirmed by letter.

For the Fund:

Nordic Development Fund
P.O. Box 185
FIN-00171 Helsinki
Finland
Email: info@ndf.int

For the Beneficiary:

Ministry of Finance and Economic Planning
P.O. Box 158
Kigali, Rwanda
Tel: +250 252 575 756
Email: info@minecofin.gov.rw

For the Executing Agency:

Rwanda Environment Management Authority (REMA)
Inyota House
KG 7 AVE
P.O.Box 7436 Kigali, Rwanda
Tel: +250-788 305 717
Email:

12.03 This Agreement is made in two copies each of which shall be an original.

12.04 The following annex forms part of this Agreement:

Annex 1 NDF Project Description
Annex 2 Procurement
Annex 3 Eligible Expenditures
Annex 4 NDF Project Monitoring Framework

IN WITNESS WHEREOF the parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed with their respective names.

14/05/2021
(date).

REPUBLIC OF RWANDA

By:

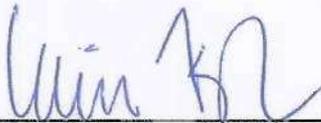


Dr Uzziel NDAGIJIMANA
Minister of Finance and Economic Planning

26/4/2021
(date).

NORDIC DEVELOPMENT FUND

By:



Karin Isaksson
Managing Director



Christina Stenvall-Kekkonen
General Counsel

Annex 1

NDF PROJECT DESCRIPTION

BACKGROUND

Originally the NDF project stems from an invitation to co-finance a climate component on river catchment management and flood control under the planned Kigali resilience project, financed under the GEF-7 Sustainable Cities Programme. NDF was an active partner in the design and preparation of that project and NDF financed a consultant in November-December 2018 to work together with the Government of Rwanda and the World Bank (WB) on the design of a component to integrate climate resilience through flood control measures and urban sub-catchment management. NDF's Board of Directors accepted the afore described planned NDF financing into the NDF project pipeline on 6 March 2019, and made its final approval on 26 April 2019.

The components co-financed by the International Development Association (IDA) / Global Environment Facility (GEF) underwent significant changes in 2019 and 2020. Consequently, the original IDA/GEF activities totalling USD 8.07 million were merged with a bigger project - the Second Rwanda Urban Development Project (RUDP II or Lead Agency Project) financed by IDA, GEF and the Strategic Climate Fund, totalling USD 175 million. This merger caused delays in WB's project preparation schedule. The WB Board approved the RUDP II on 30 October 2020.

During the preparations of RUDP II, the scope of the original NDF components and the corresponding budget were modified. The outcome is described in more detail in this Annex.

OBJECTIVES

The project development objective of RUDP II is to improve access to basic services, enhance resilience and strengthen integrated urban planning and management in the City of Kigali and the six secondary cities of Rwanda.

The objective of the NDF Project is to support the city of Kigali and its inhabitants to improve climate resilience through better management and flood control of urban sub-catchments.

ACTIVITIES FINANCED UNDER THE NDF PROJECT INCLUDING COST ESTIMATE AND FINANCING PLAN

The following activities will be financed by NDF through a grant (EUR 2 million) and a loan (EUR 4 million) specified in the financing agreement between NDF and the Government of

Rwanda. The NDF financing will be parallel co-financing with WB and the loan from NDF will be based on IDA terms.

1. Technical Assistance

- 1.1. Technical Assistance (TA) services for the detailed design and environmental and social safeguarding for investments under Activity 2 (EUR 0.40 million grant)
- 1.2. Project management costs at REMA (EUR 0.36 million grant)

2. Implementing Investment Measures under Rwampara Wetland Sub-Catchment Management Plan to Mitigate Flooding and Improve Water Quality

- 2.1. Construction of flood bypass water channels to separate low and high flows (EUR 1.00 million loan)
- 2.2. Streams rehabilitation and construction of flood attenuation structures to prevent downstream flooding (EUR 0.70 million loan)
- 2.3. Construction of footpaths to access wetland (EUR 0.80 million loan)
- 2.4. Construction of water retention ponds (EUR 0.50 million loan)
- 2.5. Planting of native trees and wetland species for water retention and purification (EUR 1.00 million loan)
- 2.6. Technical Assistance for supervision of wetland rehabilitation works in Rwampara wetland (EUR 0.24 million grant)
- 2.7. Technical Assistance and Investment Measures for building climate resilience through accelerated private sector access to financing for climate change (FONERWA component) (EUR 1.00 grant)

In addition to the grant and to the loan extended under the financing agreement between NDF and the Government of Rwanda, NDF will hold in reserve and control EUR 100,000 in grant funding to be used for technical support, monitoring, and evaluation carried out by NDF and/or NDF contracted consultants (Activity 3 in Table 1 below). These funds are separate from dedicated project monitoring and reporting support functions conducted by Rwanda Environment Management Authority (REMA).

The tentative cost estimates of the NDF Project activities and the financing plan is outlined in the table below:

Table 1: Tentative Cost Estimates and the Financing Plan of the NDF Project Activities

Activity	Description	Type of financing		Total (EUR)
		Grant	Loan	
1 Technical Assistance		760 000		760 000
	1.1 Detailed design and environmental and social safeguarding for investments under Activity 2	400 000		400 000
	1.2 Project management costs at REMA	360 000		360 000
2 Implementing investment measures under Rwampara Wetland Sub-catchment Management Plan to mitigate flooding and improve water quality		1 240 000	4 000 000	5 640 000
	2.1 Construction of flood bypass water channels to separate low and high flows ^(a)		1 000 000	1 000 000
	2.2 Streams rehabilitation and construction of flood attenuation structures to prevent downstream flooding ^(a)		700 000	700 000
	2.3 Construction of footpaths to access wetland ^(a)		800 000	800 000
	2.4 Construction of water retention ponds ^(a)		500 000	500 000
	2.5 Planting of native trees and wetland species for water retention and purification ^(a)		1 000 000	1 000 000
	2.6 Technical Assistance for supervision of wetland rehabilitation works under Rwampara wetland	240 000		240 000
	2.7 Building climate resilience through accelerated private sector access of financing for climate change (FONERWA component) ^(a)	1 000 000		1 000 000
3 Technical support, monitoring and evaluation	To be carried out by NDF and/or NDF contracted consultants	100 000		100 000
TOTAL		2 100 000	4 000 000	6 100 000

^(a) The NDF financing for investments under these budget lines are contingent on NDF's approval of the TA outputs

The TA services will include a stocktaking and an assessment of existing document relating to urban flooding and catchment management in Kigali. The TA will map past and ongoing work supported by technical and financial partners including the Rwanda Environment Management Authority (REMA), the Rwanda Water Resources Board (RWB), Ministry of Infrastructure, the Ministry in Charge of Emergency Management, the City of Kigali, and the World Bank to maximise synergies and avoid duplication. Alternative nature-based flood

control measures including catchment restoration, flood and storm water retention, and soil erosion control will be identified, analysed and modelled if needed. These measures will work along with the hydraulic systems planned for the ongoing extension of the city's Master Plan (2013). The investments identified by the TA services will be aligned with NDF's policies and guidelines as well as relevant safeguards and will include gender equality, poverty reduction and private sector involvement targets, which will be incorporated in a project results matrix that will be used for monitoring and reporting. The TA services will include monitoring and evaluation, dissemination of the results, knowledge sharing and exchange. The TA consultancy will be integral in mapping the needs, identifying the optimal public and private investments relating to the FONERWA component described below, and ensuring their viability, safeguarding and gender equality.

The TA services related to the FONERWA component financed under the NDF grant will identify priority investments for erosion and flood control potentially suitable for private sector involvement. This TA will include assessment of effectiveness in controlling soil erosion and flash floods of different magnitudes and return periods as well as the potential for private sector involvement. The measures for catchment restoration, flood reduction, storm water retention, soil erosion control in concerned sub-catchments may include:

- Reforestation and afforestation for water retention, groundwater infiltration;
- Urban agriculture and horticulture;
- Hill terracing for water retention, soil protection, agriculture, and horticulture;
- Storm water management through small- or large-scale rainwater harvesting systems like multipurpose dams or artificial lakes combined with economic activities like irrigation, small hydropower (e.g. renewable energy), fish ponds and water supply;
- Eco-parks reducing run off in wetlands, possibly combined with educational aspects and tourism activities such as hiking, leisure facilities and resorts, fishponds, and water sports.

The private sector investments are planned to be financed by a loan or loans channelled through suitable partners, such as Rwanda's Green Fund (FONERWA) and the Rwanda Development Bank (BRD), which may be interested in developing new innovative financing instruments.

As mentioned above, NDF will hold EUR 0.1 million in reserve for **technical support, monitoring and evaluation** of the project to be carried out by NDF and/or NDF-contracted consultants.

IMPLEMENTATION

The NDF Project will be implemented over 5 calendar years beginning in 2021. The closing date of the NDF Project will be aligned with the closing date of RUDP II.

The Rwanda Environment Management Authority (REMA) under the Ministry of Environment will be in charge of implementation of the NDF Project. REMA will collaborate closely with key stakeholders such as the City of Kigali, Rwanda Water Resources Board (RWB), Ministry of Infrastructure, the Ministry in charge of Emergency Management, Rwanda's Green Fund (FONERWA), the Development Bank of Rwanda and the Private Sector Federation (PSF). Memorandums of Understandings (MoUs) will be prepared by REMA outlining responsibilities, implementation and collaboration arrangements between key partners. The MoU will be shared with NDF. If the MoU contain financial commitments, NDF's No Objection is required before the MoU can be signed between the partners.

REMA will ensure that the NDF financed components and the RUDP II components are aligned with each other. REMA will also ensure that all the NDF and World Bank/GEF activities are well coordinated, and will facilitate information sharing and coordination relating to planning, implementation, supervision, monitoring and evaluation between NDF, the World Bank and other relevant actors and development partners in the intervention area.

REMA will ensure that RWB's and other technical institutions team needs and inputs are taken into consideration and reflected in the NDF Project preparation (preparing the ToR), during implementation and in the final outputs of the consultancy services.

The City of Kigali is presently reviewing the Kigali Master Plan review and it is essential to ensure that the NDF Project is well aligned and adds value to the Master Plan. Therefore, the TA consultant for the NDF components will work closely with Kigali City to embed activities in the Master Plan to secure that the project is fully in line with the City Development Strategies.

EUR 1.0 million of the NDF grant is allocated to targeting private sector activities under Activity 2.7 in Table 1. There is a possibility of setting up a credit line functioning as a revolving fund for adaptation investments to the private sector. Despite FONERWA's and the Rwanda Development Bank (BRD) experience of offering similar products, marketing a credit line for adaptation investments to the private sector will require extra efforts, both in terms of outreach to potential private sector partners, and to develop and implement the selection process. Costs relating to this activity will be factored in either in the TA consultancy contract or as FONERWA/BRD management fees, depending on the division of work. The TA consultancy is also to include support to the development of FONERWA, directed for example towards a credit provision/green banking facility, building on work of other financing partners.

The private sector is expected to finance part of the investment costs with a share that will be determined at the design phase of this NDF Project component.

The detailed environmental and social safeguarding instruments under Activity 1.1 in Table 1 will be prepared at the time when the priority investments have been identified. NDF's E&S specialist will together with the PM review the Terms of References as well as the final instruments for Rwampara wetland when the investment design documents are sent to NDF for No Objection. REMA will also share these documents with the World Bank, not only to keep the Bank informed, but also provide the Bank with an opportunity to provide comments and raise concerns if needed.

The NDF funded activities under Activity 2 in Table 1 including all wetland rehabilitation sites will need full feasibility studies, detailed designs and ESIA's guided by the instruments listed above. For the NDF sites in Rwampara wetland, EUR 400,000 have been allocated under the NDF budget for these activities under Activity 1.1 in Table 1.

In addition, EUR 360,000 has been allocated for project management, monitoring and operational costs at REMA and project's contribution to Single Project Implementation Unit (SPIU) for shared services and staff equivalent to 65% of the total project management costs. (Activity 1.2 in Table 1) to strengthen the Executing Agency's capacity to manage the NDF supported project. This budget line includes support during five years for the following two experts who will work at the Single Project Implementation Unit (SPIU) at REMA: 1 Project Coordinator, 1 Environmental and Social Safeguard Expert. As NDF requires the NDF financed activities to be fully aligned and harmonised with RUDP II, the same experts responsible for the RUDP II financed components should be in charge of the NDF financed components, to the extent possible. REMA is responsible for seeing that the NDF financed experts are fully integrated into the SPIU, especially with regards to the experts at the SPIU supporting the RUDP II activities. Concerning the financial arrangements for this budget line, REMA will explore if these costs can be integrated into the TA contracts.

Moreover, NDF will hold EUR 100,000 in reserve for technical support, monitoring and evaluation of the project to be carried out by NDF and/or NDF-contracted consultants. (Activity 3 in Table 1)

REMA will ensure that the NDF financed activities will be implemented rigorously and in full coordination with the World Bank financed activities as the larger project area is one wetland system that need to have similar approaches for rehabilitation. REMA will ensure that the Single Project Implementation Unit (SPIU) at REMA will oversee the implementation of both RUDPII and NDF project and coordinate the synergies between the two and other projects, and make sure staff work as a team for this project in full alignment and coordination with other components of RUDP II.

MONITORING AND EVALUATION AND REPORTING

The management of the NDF Project will involve coordination between project partners, work planning and monitoring, procurement and contract management, accounting and audit costs, field supervision, maintaining an internal project monitoring and evaluation (M&E) system, and reporting. The internal M&E system will incorporate information on project results gathered through the field-based project monitoring. The project coordination team based within the project implementation unit housed in REMA will be responsible for day-to-day implementation, coordination, monitoring and reporting of the project.

Before implementation starts, REMA will provide to NDF for NDF's No Objection, an updated and detailed Project Results Monitoring Framework, which is aligned with the results framework of RUDP II, and selected indicators in NDF Results Monitoring Framework. It should be approved by NDF and will replace the draft in Annex 4.

NDF will receive quarterly monitoring/progress reports provided by the Executing Agency, the TA consultants' reports and outputs. NDF will in coordination with the World Bank conduct regular supervision missions. A mid-term review will be carried out jointly by NDF and the World Bank. The Implementing Agency and NDF will cover the costs of their own staff carrying out the supervision missions including the mid-term review mission.

NDF's No Objection is required to mobilise the utilisation of NDF financing for public and private investments that will be identified as a result of the technical assistance services, as the selected investments has to be in line with NDF's mandate and strategy, be in line with NDF Results Monitoring Framework and comply with NDF's Environmental and Social Policy and Guidelines, Anticorruption Policy and Gender Equality Policy. NDF's No Objection is also required for the selection process and criteria for the private sector investments as well as for the subsequent financing contracts.

In addition to the grant and to the loan extended under the financing agreement between NDF and the Government of Rwanda, NDF reserves an amount of EUR 100,000 as a grant for technical support carried out by NDF or NDF-contracted consultants. The use of such funds should be agreed with NDF. These funds are separate from dedicated project monitoring, reporting, communication, and evaluation support functions conducted by REMA.

For the monitoring framework of the NDF Project, see Annex 4

ENVIRONMENTAL AND SOCIAL ASPECTS

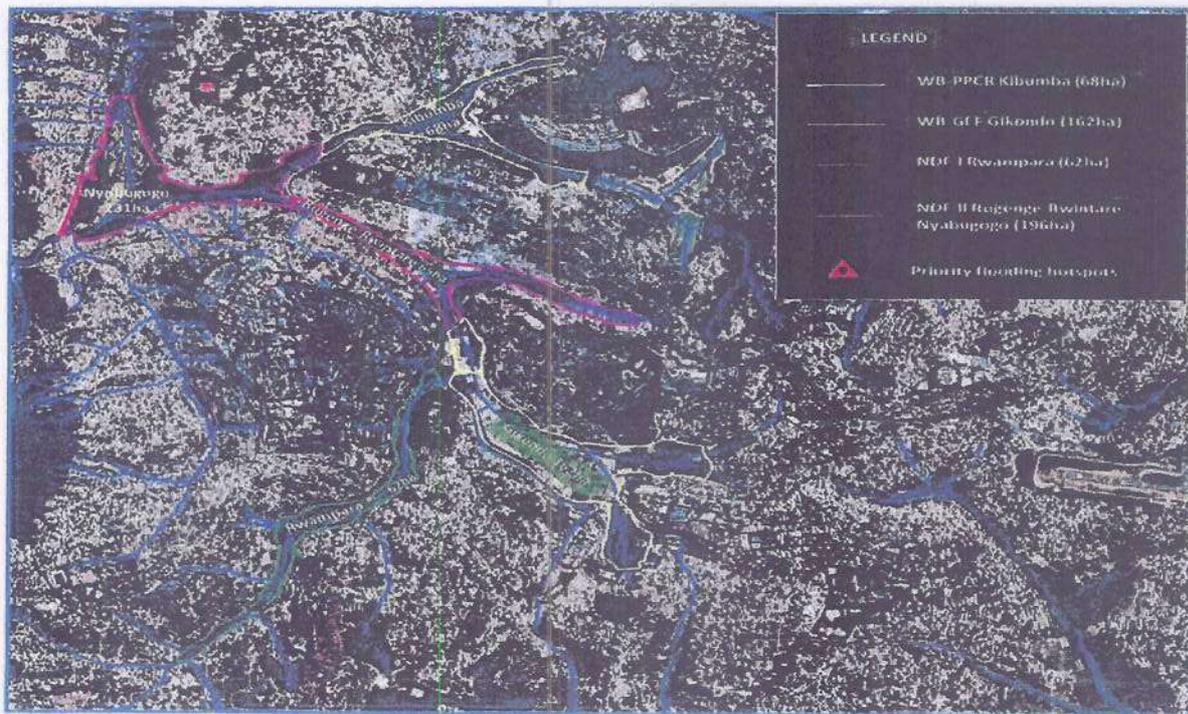
The initial social and environmental impact assessment framework for the RUDP II will be determined jointly by the World Bank and NDF. The project design requires these risks to be assessed and mitigated in more detail for all identified investment following the World Bank's environmental and social policies.

The detailed safeguard instruments will be specified at the time when the priority investments have been identified. The environmental and social risks are potentially rated high as the region is generally considered vulnerable. NDF's Environmental and Social Specialist and Program Manager will review the risks and the prepared site-specific safeguard instruments at the time when the investment design documents are sent to NDF for No Objection. The proceeds of NDF's funding budgeted for the investments will only be released if NDF considers the risks and mitigation measures relating to the investments manageable.

The NDF Project will focus on gender equality opportunities of identified priority investment projects and mechanisms for engaging and empowering women and youth in the activities. Training of youth and women in improved preparedness to meet flood events is one of the elements included in the emergency planning.

NDF highlights the importance of assessing and mitigating the environmental and social risks, which were potentially rated as high as the region is generally considered vulnerable.

The geographical area of the intervention selected by the government of Rwanda is in the Rwampara wetland. The map below shows the priority intervention area in Kigali originally planned to be financed by NDF funding (marked in green), Rwanda's request for additional NDF funding (marked in purple) following the changes to the World Bank's project structure (described in the section Background above), and the World Bank, GEF and PPCR funding (marked in yellow).



Environmental and Social Frameworks have been prepared by the Government for the overall wetland rehabilitation area and have been approved by the World Bank and publicly disclosed to guide RUDP II activities including wetland rehabilitation. The key instruments are listed below:

- Environmental and Social Commitment Plan (ESCP)
- Environmental and Social Management Framework (ESMF)
- Labour Management Procedures (LMP)
- Stakeholder Engagement Plan (SEP)
- Resettlement Process Framework (RF)

However, the above framework instruments do not make specific references to Rwampara and/or to NDF. According to the Executing Agency, these safeguards framework instruments were not specific for any wetland because of the following reasons:

- i) All the above wetlands mentioned in the Framework documents (Rwampara, Gikondo, Rugenge, Rwintare, Kibumba and Nyabugogo) are one wetland system that is connected to one another;
- ii) During development of these Frameworks the Executing Agency agreed with the World Bank team not to be too specific when it came to the sites because Rwanda had not yet confirmed the sites to be financed under RUDP II as resources were still under mobilisation. Furthermore, the RUDP II is a big project with different activities, not only wetland rehabilitation activities, and the Framework had to be applicable for all these activities;
- iii) These framework instruments are supposed to give guidance on how the site-specific safeguards instruments e.g. ESIA, stakeholders' consultations etc. should be conducted during the implementation, so specifications will be done during the actual development of these instruments, feasibility study and detailed designs and rehabilitation plans.

The intent is, nevertheless, that the same approaches will be applied to the NDF funded activities as to the World Bank funded sites. The NDF Project design requires these risks to be assessed and mitigated in more detail for all identified investment following the World Bank's environmental and social risk management policies.

There will be a Grievance Committee established for Rwampara, and the safe guards team (the Environmentalist and Social Specialists under SPIU-REMA) will be in charge of working with this committee and also report back.

Annex 2

PROCUREMENT

Reference is made to the Fund's General Procurement Guidelines. The following procurement provisions of this Annex 2 take preference over the General Procurement Guidelines in case of conflict of wording or figures between the two.

Procurement Methods

The two consultancy contracts (firms) for (i) the feasibility and baseline studies, detailed designs, and (ii) the Environmental and Social Impact Assessment Studies to be financed by NDF shall be procured using the quality and cost based selection method (QCBS) with a technical/financial scoring ratio of 80:20. REMA shall provide NDF with the Request for Expressions of Interest before publication, in order to allow NDF to publish at its website simultaneously with REMA. Prior review will apply to the procurement processes for both contracts, and all documentation must be in English language. Please see below regarding requirements for No Objection from NDF.

Any other consultancy contracts to be procured using NDF funding shall be agreed with NDF beforehand. NDF will provide No objections to the procurement methods etc. based on proposals from REMA.

For the civil works, Rwanda's National Competitive Bidding (NCB) as agreed by the Fund, with appropriate modifications to incorporate specific Fund requirements, will be used for procurement below the NCB threshold. NCB will apply for contracts below USD 2 million. Prior review by NDF shall apply to any contracts above USD 1 million.

Additional NCB Provisions

The procurement procedure to be followed for National Competitive Bidding shall be based on the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 and revised in July 2014 and the following additional provisions:

- (a) **Eligibility:** The eligibility of bidders to participate in a procurement process and to be awarded a contract financed by the Fund shall be as defined under Section I of the World Bank's Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the Fund for reasons other than those provided in Section I of the Procurement Guidelines.
- (b) **Domestic Preference:** No domestic preference may be applied in bid evaluation on the basis of bidder nationality, the origin of goods, services or labor, and/or preferential programs.

- (c) Registration and Inclusion in the Reference List of Suppliers/Contractors: Registration and inclusion in the reference list shall not be used as a basis for or as a substitute for assessing the bidders' qualifications.
- (d) Bidding Documents: Procuring entities shall use the appropriate standard bidding documents acceptable to the Fund, which documents shall be prepared to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the World Bank's Procurement Guidelines.
- (e) Bid Opening: All bids must be opened in public immediately on the deadline set for the bid submission at the date, time and place stipulated in the tender documents. Bids shall be opened in public, that is, the bidders or their representatives may attend the bid opening. The tender committee shall announce the names of the bidders and the price offered by each bidder. A record of the bid opening shall be prepared and shall contain the names of the bidders, bid price, discounts and the names and signatures of persons in attendance and the organizations they represent. A copy of this record shall be promptly sent to the Fund and to all bidders who submitted bids on time.
- (f) Rejection of Bids and Re-bidding: All bids (or the sole bid if only one bid is received) shall not be rejected, negotiations shall not take place at any time with a bidder, the procurement process shall not be cancelled, or new bids shall not be solicited without the Fund's prior written concurrence.
- (g) Contract Modifications: The Beneficiary shall obtain the Fund's no objection before agreeing to: (i) a material extension of the stipulated time for performance of a contract; (ii) any substantial modification of the contract scope of services or other significant changes to the terms and conditions of the contract; (iii) any variation order or amendment; or (iv) the proposed termination of the contract. A copy of all signed contract amendments shall be provided to the Fund for its record.
- (h) Bid and Contract Securities: All bid and contract securities shall be in the format specified in the bidding documents.
- (i) Fraud and Corruption: The bidding documents and contract shall include the NDF Anticorruption Policy either by reference or as an annex.
- (j) Inspection and Audit Rights: In accordance with the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, shall permit the Fund to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Fund or the Lead Agency. Acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.

NDF's review and formal No Objection, in writing (by way of email or letter, as preferred by the Executing Agency) is required for terms of reference, requests for expression of interest,

expression of interest evaluation reports including the proposed short list, requests for proposals, proposal evaluation reports, bidding documents, bid advertisements, bid evaluation reports, and negotiated draft contracts. In addition, any provisions in paragraph 6 of the Nordic Development Fund General Procurement Guidelines for Projects (November 2017) shall apply unless otherwise agreed with the Fund.

Procurement thresholds

Procurement Method	Contract Value Threshold (USD)	Prior Review Threshold (USD)
ICB (Goods)	>=600,000	All ICB contracts
NCB (Goods)	100,000 - <600,000	All NCB contracts
Shopping (Goods)	<100,000	All contracts
ICB (Works)	>= 2,000,000	All ICB contracts
NCB (Works)	200,000 - <2,000,000	All contracts above USD 1 million
Shopping (Works)	<200,000	First two contracts
Community participation	None	First contract

Annex 3

ELIGIBLE EXPENDITURES

The Financing by NDF shall go towards the following types of expenditures, which are the Eligible Expenditures unless otherwise agreed in writing between the NDF and the Beneficiary:

The Grant

The Grant may be used to finance consultancy services under the following two technical assistance assignments:

1. Studies needed to select and prepare the climate resilient investments; and
2. Detailed design, and support for implementation and capacity building

The consultancy contracts may include necessary goods, works and services as further defined in the consultancy contracts. No taxes (including value added tax, sales tax or similar tax), levies or other similar fees may be financed from the Grant.

The Credit

The Credit may be used to finance equipment and civil works for public and private flood reduction investments in Kigali. A precondition for the use of the credit is that NDF has provided its No Objection to advance with the investments.

The selection criteria and process of contracts linking to the private sector investments will be defined separately with the assistance of the TA Consultant in collaboration with FONERWA and other Partner Agencies and will be subject to NDF's No Objection.

Annex 4

NDF PROJECT MONITORING FRAMEWORK (DRAFT)

Project Development Objective			Timeframe	Indicators		
To support the city of Kigali and its inhabitants to improve climate resilience through better management and flood control of urban sub-catchments			Year 0-5	Hectares of land area where better management and flood control has been adopted Number of households in the project area with access to improved resilience against major flood events Number of men, women and children within the project area benefiting from improved livelihoods Private and public investments designed and implemented		
Activities	Outputs	Outcomes	Impact	Inputs	Timeframe	Indicators
1 Technical Assistance	Detailed designs, environmental and social impact assessments and environmental and social safeguarding action plans for investments under Activity 2	Technical documents that can be used for procurement and contracting	Optimal investment solutions selected and implemented	Consultancy and stakeholder efforts,	Year 0-2	Report approved, best suppliers selected and contracted
2 Implementing investment measures under Rwampara Wetland Sub-Catchment Plan to mitigate flooding and improve water quality	Priority public and private investments in flood reduction measures implemented and operational	Priority public and private investments in flood reduction effective and work opportunities created	Improved climate resilience in Kigali including improved livelihood effects	Supervision consultancy. Construction and mitigation works	Year 1-5	Prioritised urban catchment works implemented and effective

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 088/01 ryo ku wa 05/08/2021 ryemeza burundu Amasezerano hagati ya Repubulika y'u Rwanda n'Ikigega cy'Iterambere cy'Ibihugu by'Amajyaruguru y'Uburayi, yerekeranye n'inguzanyo ingana na miliyoni enye z'Amayero (4.000.000 EUR) n'impano ingana na miliyoni ebyiri z'Amayero (2.000.000 EUR) agenewe guhangana n'imyuzure muri Kigali no guhuza imiyoboro y'amazi yo mu mujyi mu rwego rw'umushinga wa kabiri w'iterambere ry'imijyi mu Rwanda (RUDP II), yashyiriweho umukono i Kigali mu Rwanda, ku wa 14 Gicurasi 2021</p>	<p>Seen to be annexed to Presidential Order n° 088/01 of 05/08/2021 ratifying the Financing Agreement between the Republic of Rwanda and the Nordic Development Fund, relating to the credit of four million Euros (EUR 4,000,000) and to the grant of two million Euros (EUR 2,000,000) for Kigali Flood Control and Integrated Urban Catchment Management under Second Rwanda Urban Development Project (RUDP II), signed at Kigali, Rwanda, on 14 May 2021</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 088/01 du 05/08/2021 ratifiant l'Accord de financement entre la République du Rwanda et le Fonds Nordique de Développement, relatif au crédit de quatre millions d'Euros (4.000.000 EUR) et au don de deux millions d'Euros (2.000.000 EUR) pour le contrôle des inondations de Kigali et le captage urbain intégré dans le cadre du deuxième projet de développement urbain du Rwanda (RUDP II), signé à Kigali, au Rwanda, le 14 mai 2021</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 089/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA Y’UBUFARANS, YEREKERANYE N’INGUZANYO INGANA NA MILIYONI ZIRINDWI N’IBIHUMBI MAGANA CYENDA NA MIRONGO IRINDWI N’ICYENDA NA MAGANA ANE N’ICYENDA Z’AMAYERO (7.979.409 EUR) N’IMPANO INGANA NA MILIYONI EBYIRI N’IBIHUMBI MAGANA ATATU NA MIRONGO CYENDA NA BITANDATU NA MAGANA CYENDA NA MIRONGO ITATU N’ATANDATU Z’AMAYERO (2.396.936 EUR) AGENEWE UMUSHINGA WO KUGURIRA IBIGO BY’UBUVUZI BYA LETA Y’U RWANDA IBIKORESHO BY’UBUVUZI NA SERIVISI ZIJYANYE NA BYO, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 28 GICURASI 2021</p>	<p>PRESIDENTIAL ORDER N° 089/01 OF 05/08/2021 RATIFYING THE FINANCIAL PROTOCOL BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE FRENCH REPUBLIC, RELATING TO THE LOAN OF SEVEN MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED NINE EUROS (EUR 7,979,409) AND TO THE GRANT OF TWO MILLION THREE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED THIRTY-SIX (EUR 2,396,936) FOR THE PROJECT OF SUPPLY OF MEDICAL EQUIPMENT AND ASSOCIATED SERVICES TO PUBLIC HEALTHCARE INSTITUTIONS IN RWANDA, SIGNED IN KIGALI, ON 28 MAY 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 089/01 DU 05/08/2021 RATIFIANT LE PROTOCOLE FINANCIER ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE, RELATIF AU PRÊT DE SEPT MILLIONS NEUF CENT SOIXANTE-DIX-NEUF MILLE QUATRE CENT NEUF EUROS (7.979.409 EUROS) ET AU DON DE DEUX MILLIONS TROIS CENT QUATRE-VINGT-SEIZE MILLE NEUF CENT TRENTE-SIX EUROS (2.396.936 EUR) POUR LE PROJET DE FOURNITURE D’ÉQUIPEMENTS MÉDICAUX ET DE SERVICES ASSOCIÉS AUX ÉTABLISSEMENTS PUBLICS DE SANTÉ AU RWANDA, SIGNÉ À KIGALI, LE 28 MAI 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° 089/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y’U RWANDA NA GUVERINOMA YA REPUBULIKA Y’UBUFARANSA, YEREKERANYE N’INGUZANYO INGANA NA MILIYONI ZIRINDWI N’IBIHUMBI MAGANA CYENDA NA MIRONGO IRINDWI N’ICYENDA NA MAGANA ANE N’ICYENDA Z’AMAYERO (7.979.409 EUR) N’IMPANO INGANA NA MILIYONI EBYIRI N’IBIHUMBI MAGANA ATATU NA MIRONGO CYENDA NA BITANDATU NA MAGANA CYENDA NA MIRONGO ITATU N’ATANDATU Z’AMAYERO (2.396.936 EUR) AGENEWE UMUSHINGA WO KUGURIRA IBIGO BY’UBUVUZI BYA LETA Y’U RWANDA IBIKORESHO BY’UBUVUZI NA SERIVISI ZIJYANYE NA BYO, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 28 GICURASI 2021</p>	<p>PRESIDENTIAL ORDER N° 089/01 OF 05/08/2021 RATIFYING THE FINANCIAL PROTOCOL BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE FRENCH REPUBLIC, RELATING TO THE LOAN OF SEVEN MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED NINE EUROS (EUR 7,979,409) AND TO THE GRANT OF TWO MILLION THREE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED THIRTY-SIX (EUR 2,396,936) FOR THE PROJECT OF SUPPLY OF MEDICAL EQUIPMENT AND ASSOCIATED SERVICES TO PUBLIC HEALTHCARE INSTITUTIONS IN RWANDA, SIGNED IN KIGALI, ON 28 MAY 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 089/01 DU 05/08/2021 RATIFIANT LE PROTOCOLE FINANCIER ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE, RELATIF AU PRÊT DE SEPT MILLIONS NEUF CENT SOIXANTE-DIX-NEUF MILLE QUATRE CENT NEUF EUROS (7.979.409 EUROS) ET AU DON DE DEUX MILLIONS TROIS CENT QUATRE-VINGT-SEIZE MILLE NEUF CENT TRENTE-SIX EUROS (2.396.936 EUR) POUR LE PROJET DE FOURNITURE D’ÉQUIPEMENTS MÉDICAUX ET DE SERVICES ASSOCIÉS AUX ÉTABLISSEMENTS PUBLICS DE SANTÉ AU RWANDA, SIGNÉ À KIGALI, LE 28 MAI 2021</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repbulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République ;</p>
<p>Dushingiye ku Itegeko Nshinga rya Repbulika y’u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176 ;</p>

<p>167, iya 168, n'ya 176;</p> <p>Dushingiye ku Itegeko n° 042/2021 ryo ku wa 05/08/2021 ryemera kwemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y'Ubufaransa na Guverinoma ya Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni zirindwi n'ibihumbi magana cyenda na mirongo irindwi n'icyenda na magana ane n'icyenda z'Amayero (7.979.409 EUR) n'impano ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n'atandatu z'Amayero (2.396.936 EUR) agenewe umushinga wo kugurira ibigo by'ubuvuzi bya Leta y'u Rwanda ibikoresho by'ubuvuzi na serivisi zijyanye na byo, yashyiriweho umukono i Kigali mu Rwanda, ku wa 28 Gicurasi 2021;</p> <p>Tumaze kubona Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubufaransa, yerekeranye n'inguzanyo ingana na miliyoni zirindwi n'ibihumbi magana cyenda na mirongo irindwi n'icyenda na magana ane n'icyenda z'Amayero (7.979.409 EUR) n'impano ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n'atandatu z'Amayero (2.396.936 EUR) agenewe umushinga wo kugurira ibigo by'ubuvuzi bya Leta y'u Rwanda ibikoresho</p>	<p>Pursuant to Law n° 042/2021 of 05/08/2021 approving the ratification of the Financial Protocol between the Government of the French Republic and the Government of the Republic of Rwanda, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and the grant of two million three hundred ninety-six thousand nine hundred thirty-six (EUR 2,396,936) for the supply of medical equipment and associated services to public healthcare institutions in Rwanda project, signed at Kigali, Rwanda, on 28 May 2021;</p> <p>Considering the Financial Protocol between the Government of the Republic of Rwanda and the Government of the French Republic, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and the grant of two million three hundred ninety-six thousand nine hundred thirty-six (EUR 2,396,936) for the project of supply of medical equipment and associated services to public healthcare institutions in Rwanda, signed in Kigali, on 28 May 2021;</p>	<p>Vu la Loi n° 042/2021 du 05/08/2021 approuvant la ratification du Protocole financier entre le Gouvernement de la République française et le et le Gouvernement de la République du Rwanda, relatif au prêt de sept millions neuf cent soixante-dix-neuf mille quatre cent neuf Euros (7.979.409 EUR) et au don de deux millions trois cent quatre-vingt-seize mille neuf cent trente-six Euros (2.396.936 EUR) pour le projet de fourniture d'équipements médicaux et de services associés aux établissements publics de santé au Rwanda, signé à Kigali, au Rwanda, le 28 mai 2021;</p> <p>Considérant le Protocole financier entre le Gouvernement de la République du Rwanda et le Gouvernement de la République française, relatif au prêt de sept millions neuf cent soixante-dix-neuf mille quatre cent neuf Euros (7.979.409 EUR) et au don de deux millions trois cent quatre-vingt-seize mille neuf cent trente-six Euros (2.396.936 EUR) pour le projet de fourniture d'équipements médicaux et de services associés aux établissements publics de santé au Rwanda, signé à Kigali, le 28 mai 2021;</p>
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<p>by'ubuvuzi na serivisi zijyanye na byo, yashyiriweho umukono i Kigali, ku wa 28 Gicurasi 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: Kwemeza burundu</u></p> <p>Amasezerano hagati ya Guverinoma ya Repubulika y'u Rwanda na Guverinoma ya Repubulika y'Ubufaransa, yerekeranye n'inguzanyo ingana na miliyoni zirindwi n'ibihumbi magana cyenda na mirongo irindwi n'icyenda na magana ane n'icyenda z'Amayero (7.979.409 EUR) n'impano ingana na miliyoni ebyiri n'ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n'atandatu z'Amayero (2.396.936 EUR) agenewe umushinga wo kugurira ibigo by'ubuvuzi bya Leta y'u Rwanda ibikoresho by'ubuvuzi na serivisi zijyanye na byo, yashyiriweho umukono i Kigali, ku wa 28 Gicurasi 2021, ari ku mugereka w'iri teka, yemejwe burundu kandi atangiye gukurikizwa uko yakabaye.</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p> <p>After consideration and approval by the Cabinet meeting;</p> <p>HAVE ORDERED AND ORDER:</p> <p><u>Article One: Ratification</u></p> <p>The Financial Protocol between the Government of the Republic of Rwanda and the Government of the French Republic, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and the grant of two million three hundred ninety-six thousand nine hundred thirty-six (EUR 2,396,936) for the project of supply of medical equipment and associated services to public healthcare institutions in Rwanda, signed in Kigali, on 28 May 2021, annexed to this Order, is ratified and becomes fully effective.</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique ;</p> <p>Après examen et adoption par le Conseil des Ministres;</p> <p>AVONS ARRÊTÉ ET ARRÊTONS :</p> <p><u>Article premier : Ratification</u></p> <p>Le Protocole financier entre le Gouvernement de la République du Rwanda et le Gouvernement de la République française, relatif au prêt de sept millions neuf cent soixante-dix-neuf mille quatre cent neuf Euros (7.979.409 EUR) et au don de deux millions trois cent quatre-vingt-seize mille neuf cent trente-six Euros (2.396.936 EUR) pour le projet de fourniture d'équipements médicaux et de services associés aux établissements publics de santé au Rwanda, signé à Kigali, le 28 mai 2021, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
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<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’Ubuzima 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><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 Health 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><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 de la Santé 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, 05/08/2021

(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° 089/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO HAGATI YA GUVERINOMA YA REPUBULIKA Y'U RWANDA NA GUVERINOMA YA REPUBULIKA Y'UBUFARANSA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI ZIRINDWI N'IBIHUMBI MAGANA CYENDA NA MIRONGO IRINDWI N'ICYENDA NA MAGANA ANE N'ICYENDA Z'AMAYERO (7.979.409 EUR) N'IMPANO INGANA NA MILIYONI EBYIRI N'IBIHUMBI MAGANA ATATU NA MIRONGO CYENDA NA BITANDATU NA MAGANA CYENDA NA MIRONGO ITATU N'ATANDATU Z'AMAYERO (2.396.936 EUR) AGENEWE UMUSHINGA WO KUGURIRA IBIGO BY'UBUVUZI BYA LETA Y'U RWANDA IBIKORESHO BY'UBUVUZI NA SERIVISI ZIJYANYE NA BYO, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 28 GICURASI 2021</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 089/01 OF 05/08/2021 RATIFYING THE FINANCIAL PROTOCOL BETWEEN THE GOVERNMENT OF THE REPUBLIC OF RWANDA AND THE GOVERNMENT OF THE FRENCH REPUBLIC, RELATING TO THE LOAN OF SEVEN MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED NINE EUROS (EUR 7,979,409) AND TO THE GRANT OF TWO MILLION THREE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED THIRTY-SIX (EUR 2,396,936) FOR THE PROJECT OF SUPPLY OF MEDICAL EQUIPMENT AND ASSOCIATED SERVICES TO PUBLIC HEALTHCARE INSTITUTIONS IN RWANDA, SIGNED IN KIGALI, ON 28 MAY 2021</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N°089/01 DU 05/08/2021 RATIFIANT LE PROTOCOLE FINANCIER ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE DU RWANDA ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE, RELATIF AU PRÊT DE SEPT MILLIONS NEUF CENT SOIXANTE-DIX-NEUF MILLE QUATRE CENT NEUF EUROS (7.979.409 EUROS) ET AU DON DE DEUX MILLIONS TROIS CENT QUATRE-VINGT-SEIZE MILLE NEUF CENT TRENTE-SIX EUROS (2.396.936 EUR) POUR LE PROJET DE FOURNITURE D'ÉQUIPEMENTS MÉDICAUX ET DE SERVICES ASSOCIÉS AUX ÉTABLISSEMENTS PUBLICS DE SANTÉ AU RWANDA, SIGNÉ À KIGALI, LE 28 MAI 2021</p>
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PROTOCOLE FINANCIER

ENTRE

LE GOUVERNEMENT DE LA REPUBLIQUE DU RWANDA

ET

LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE

CONTRIBUANT AU FINANCEMENT DU PROJET DE

FOURNITURE D'EQUIPEMENTS MEDICAUX ET SERVICES ASSOCIÉS AUX

ETABLISSEMENTS PUBLICS DE SANTÉ AU RWANDA

Le Gouvernement de la République du Rwanda et Gouvernement de la République française, ci-après les « Parties »,

Désireux de renforcer les liens d'amitié et de coopération qui les unissent et de favoriser le développement économique du Rwanda,

Rappelant leur attachement à la lutte contre la corruption dans les transactions commerciales internationales et à la responsabilité sociale et environnementale,

Sont convenus des dispositions suivantes :

ARTICLE 1^{er} - MONTANT ET OBJET DES CONCOURS FINANCIERS

Le Gouvernement de la République française consent au Gouvernement de la République du Rwanda des concours financiers destinés au projet de fourniture d'équipements et services associés de lutte contre la COVID-19 au Ministère de la Santé du Rwanda.

Ces concours sous la forme d'un prêt du Trésor français d'un montant maximal de 7 979 409 € (sept millions neuf cents soixante-dix-neuf mille quatre cents neuf euros) et d'un don du Trésor français d'un montant maximal de 2 396 936 € (deux millions trois cents quatre-vingt-seize mille neuf cents trente-six euros), financent pour l'exécution de la totalité du projet mentionné ci-dessus :

- l'achat en France de biens et services français ;
- l'achat de biens et services Rwandais ou étrangers, dans la limite de 30% (trente pour cent) du montant des concours financiers, l'exécution des contrats étant sous la responsabilité des fournisseurs français.

ARTICLE 2 – MODALITÉS DE FINANCEMENT DU PROJET

Le premier acompte de chaque contrat financé par le prêt et le don du Trésor français dans le cadre de ce projet est compris entre 10 et 20 % du montant du contrat financé, les frais de transport et d'assurance n'étant pas pris en compte pour le calcul du montant de l'acompte.

Le choix des fournisseurs français dont les contrats seront financés par ce présent protocole sera effectué conformément à la législation de la République du Rwanda.

Pour chaque contrat imputé sur le présent protocole, le financement sur don du Trésor français ne dépasse pas 23,1% du montant du contrat.

ARTICLE 3 – CONDITIONS ET MODALITÉS DE MISE EN PLACE DES CONCOURS FINANCIERS

Le prêt du Trésor français est consenti pour une durée de 40 ans, dont 15 ans de franchise. Le taux d'intérêt est de 0,0092% l'an. Le principal est remboursable en 50 échéances semestrielles égales et successives, la première étant exigible 186 mois après la fin du trimestre civil au cours duquel les tirages ont été effectués. Les intérêts sont calculés sur le montant du principal restant dû ; ils courent à partir de la date de chaque tirage sur le prêt du Trésor français et sont payés semestriellement.

La date de règlement d'une échéance de principal ou d'intérêt est, lorsqu'elle échoit un jour non ouvré en France, repoussée au premier jour ouvré qui suit. Toute échéance de principal ou d'intérêt non réglée à bonne date donne lieu à intérêts de retard à compter du jour de l'exigibilité jusqu'au jour du paiement effectif. Les intérêts de retard sont calculés au taux Euro Short Term Rate (€STR) majoré de 4% l'an, ce taux ne pouvant toutefois être inférieur à 5% l'an. Les intérêts de retard portent eux-mêmes intérêt au taux défini ci-dessus s'ils sont dus pour une année entière.

Une convention d'application est signée entre Natixis (Direction des activités institutionnelles), agissant au nom et pour le compte du Gouvernement de la République française, et le Ministère des Finances du Rwanda, agissant au nom et pour le compte du Gouvernement de la République du Rwanda. Elle précise les modalités d'utilisation du prêt et du don du Trésor français et de remboursement du prêt du Trésor français.

ARTICLE 4 – MONNAIE DE COMPTE ET DE PAIEMENT

La monnaie de compte et de paiement au titre du présent protocole est l'euro.

ARTICLE 5 - IMPUTATION DES CONTRATS

L'imputation d'un contrat sur le présent Protocole est conditionnée :

- (i) à la conformité du contrat avec les recommandations formulées par l'évaluation préalable du projet correspondant au dit contrat ;
- (ii) à la vérification de la conformité du projet avec les dispositions prévues par l'Arrangement de l'OCDE relatif aux crédits à l'exportation bénéficiant d'un soutien public ;
- (iii) à l'absence de montants dus et non réglés à bonne date par le Gouvernement du Rwanda au titre des accords de consolidation de dette intervenus en Club de Paris, des prêts gouvernementaux français et des prêts de l'Agence Française de Développement ;
- (iv) à l'examen de l'état des montants dus et non réglés à bonne date au titre des crédits bancaires garantis par l'État français accordés au Gouvernement de la République du Rwanda ou à son secteur public ou qui bénéficient de la garantie du Gouvernement de la République du Rwanda ;
- (v) au respect des engagements pris aux articles 6 et 7 du présent Protocole.

Chaque contrat relatif au projet mentionné à l'article 1^{er} est imputé sur le présent Protocole, après que les autorités françaises compétentes ont constaté que ces conditions sont dûment remplies, par un échange de lettres entre le Chef du Service économique auprès l'Ambassade de France auprès du Rwanda, agissant avec l'autorisation des autorités françaises compétentes, et le Ministère des Finances du Rwanda, agissant au nom et pour le compte du Gouvernement de la République du Rwanda.

ARTICLE 6 – ENGAGEMENTS EN FAVEUR DE LA LUTTE CONTRE LA CORRUPTION

Les Parties ont rappelé dans le préambule leur attachement à la lutte contre la corruption dans les transactions commerciales internationales.

Les parties aux contrats imputés sur le présent Protocole ne peuvent proposer ou donner à un tiers, demander, accepter ou se faire promettre, directement ou indirectement, pour leur bénéfice ou celui d'une autre partie aucun avantage indu, pécuniaire ou autre, constituant ou pouvant constituer une pratique illégale et de corruption.

Les Parties s'engagent à ce que le projet ne donne pas lieu à des actes de corruption. Elles s'engagent à s'informer mutuellement dès qu'elles ont connaissance d'informations faisant peser des soupçons, et à prendre les mesures nécessaires pour qu'il y soit remédié, dans le délai imparti et à la satisfaction du Gouvernement de la République française.

En cas de non-respect des engagements cités ci-dessus, le Gouvernement de la République française se réserve le droit, en fonction de ce qui lui paraît le plus pertinent, de refuser l'imputation d'un contrat et/ou de suspendre les décaissements des concours financiers consentis au Gouvernement du Rwanda et/ou d'exiger le remboursement anticipé de tout ou partie des concours financiers consentis au Gouvernement de la République du Rwanda.

ARTICLE 7 - ENGAGEMENTS EN FAVEUR DE LA RESPONSABILITE SOCIALE ET ENVIRONNEMENTALE

Afin de promouvoir un développement durable, les Parties conviennent qu'il est nécessaire d'encourager le respect des normes environnementales et sociales reconnues par la communauté internationale, parmi lesquelles figurent les conventions internationales de l'Organisation Internationale du Travail (OIT) et les conventions internationales de l'Organisation des Nations Unies en matière de changement climatique, de biodiversité, et d'environnement, notamment la Convention de Stockholm sur les polluants organiques persistants ainsi que les normes de performance de la Société Financière internationale.

ARTICLE 8 - DATES LIMITES DES CONCOURS FINANCIERS

Pour bénéficier des concours financiers définis à l'article 1^{er} ci-dessus, les contrats signés entre fournisseur français et acheteur Rwandais doivent être imputés au plus tard le 31/05/2022.

Les tirages sur le prêt et le don du Trésor français accordé par le présent Protocole doivent être réalisés au plus tard le 31/05/2025.

ARTICLE 9 - IMPÔTS ET TAXES

Les fonds du prêt du Trésor et du don du Trésor ne servent à financer aucun impôt ou taxe au Rwanda.

Aux fins de réserver les financements prévus par le présent Protocole au développement de la République du Rwanda, les Parties conviennent que les biens et services, importés ou achetés localement, pour utilisation exclusive dans le projet financé par le présent Protocole financier, sont exonérés de toute taxe indirecte, prélèvement et charge publique applicables au Rwanda.

Le remboursement du principal et le paiement des intérêts pour le prêt du Trésor français, commissions, frais et accessoires pour le prêt et le don du Trésor liés à l'exécution du présent Protocole financier sont effectués nets de tout impôt, prélèvement et charge public applicable au Rwanda.

ARTICLE 10 - ÉVALUATION RÉTROSPECTIVE DU PROJET

Le Gouvernement de la République française peut faire procéder à ses propres frais à l'évaluation rétrospective, sur les plans économique, financier et comptable du projet mis en œuvre en application du présent Protocole de manière notamment à en apprécier l'impact sur le développement économique du Rwanda. Le Gouvernement de la République du Rwanda est associé, s'il le souhaite, à la conduite de cette évaluation, selon des modalités qui sont à définir, afin de bénéficier directement des résultats de l'étude. Le Gouvernement de la République du Rwanda s'engage à accueillir la mission d'évaluation envoyée par le Gouvernement de la République française et à lui faciliter l'accès aux informations concernant le projet.

ARTICLE 11 - ENTRÉE EN VIGUEUR

Le présent Protocole entre en vigueur à la date de la réception de la dernière notification écrite transmise par voie diplomatique confirmant l'accomplissement par chacune des Parties des procédures internes nécessaires à son entrée en vigueur.

ARTICLE 12 – AVENANT AU PROTOCOLE

Le présent Protocole peut être amendé par un accord écrit entre les Parties.

ARTICLE 13 – RÉGLEMENT DES DIFFÉRENDS

Tout différend relatif à l'interprétation ou à la mise en œuvre du présent Protocole est réglé à l'amiable par voie de consultation ou de négociation entre les Parties.

EN FOI DE QUOI, les représentants des deux Gouvernements, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent protocole et y ont apposé leur sceau.

Fait à *Migali* le *28/05/2022*

En deux exemplaires originaux, en langues française et anglaise, les deux versions faisant également foi.

Pour le Gouvernement
de la République du Rwanda



Pour le Gouvernement
de la République française



Jérémie BLIN
Chargé d'Affaires

FINANCIAL PROTOCOL

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

THE GOVERNMENT OF THE FRENCH REPUBLIC

FOR THE FINANCING OF THE PROJECT FOR SUPPLY OF MEDICAL EQUIPMENT AND ASSOCIATED

SERVICES TO PUBLIC HEALTHCARE INSTITUTIONS IN RWANDA

The Government of the Republic of Rwanda and the Government of the French Republic (hereinafter referred to as the "Parties"),

Desiring to strengthen the ties of friendship and cooperation which bind them, and to foster the economic development of Rwanda,

Recalling their commitment to fighting corruption in international business transactions, and to promoting social and environmental responsibility,

Have agreed as follows:

ARTICLE 1 - AMOUNT AND PURPOSE OF THE FINANCIAL SUPPORT

The Government of the French Republic hereby grants the Government of the Republic of Rwanda financial support for the project of the supply of medical equipment and associated services to fight COVID-19 to the Ministry of Health of Rwanda.

This financial support, in the form of a French Treasury loan of a maximum amount of 7 979 409 euros (EUR seven million nine hundred seventy-nine thousand four hundred nine) and a French Treasury grant of a maximum amount of 2 396 936 euros (EUR two million three hundred ninety-six thousand nine hundred thirty-six), shall finance the implementation of the above-mentioned project:

- the purchase in France of French goods and services;
- the purchase of Rwandan or foreign goods and services up to 30% (thirty percent) of the total amount of the financial support, the performance of the contracts being the responsibility of the French suppliers.

ARTICLE 2 - TERMS GOVERNING THE FINANCING OF THE PROJECT

The first down payment of each contract financed by the French Treasury loan and the French Treasury Grant financing in relation to the project shall be limited to between 10% and 20% of the total amount of the financed contract excluding all amounts relating to freight and insurance in the calculation of the amount of the down payment.

The French suppliers whose contracts will be financed under this Protocol shall be chosen in accordance with the legislation of the Republic of Rwanda.

For each contract registered under this Protocol, the financing through the French Treasury Grant shall not exceed 23.1% of the amount of the contract.

ARTICLE 3 – TERMS AND CONDITIONS GOVERNING FINANCIAL SUPPORT

The loan shall be granted for a period of 40 years, including a grace period of 15 years. The interest rate shall be 0.0092% per year. The principal shall be paid in 50 equal and consecutive six-month instalments, the first instalment falling due 186 months after the end of the calendar quarter during which the drawings were made. Interest shall be payable on the principal amount outstanding; it shall apply as of the date of each drawing on the French Treasury loan and shall be paid at six-month intervals.

When it falls due on a non-working day in France, the date of payment of principal or interest shall be postponed to the first working day in France that follows. Any amount of principal or interest not paid on its due date shall give rise to interest on the overdue payment from the due date for payment up to the effective date of payment. The interest rate on overdue payments shall be calculated at the Euro Short-Term Rate (€STR) plus 4% per year, and shall not be less than 5% per year. Interest on overdue payments shall itself bear interest at the rate mentioned above if it is due for a full year.

An implementation agreement shall be signed between Natixis (Institutional Activities Directorate), acting in the name and on behalf of the Government of the French Republic, and the Ministry of Finance of Rwanda, acting in the name and on behalf of the Government of the Republic of Rwanda. This agreement shall further define the terms for utilisation of the French Treasury Loan and the French Treasury grant and payment of the French Treasury loan.

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ARTICLE 4 – CURRENCY OF ACCOUNT AND PAYMENT

The currency of accounts and payment under the terms of this Protocol shall be the euro.

ARTICLE 5 - REGISTRATION OF THE CONTRACTS

The registration of each contract under this Protocol shall be subject to:

(i) conformity of the contract with the recommendations formulated by the pre-evaluation of the project corresponding to the said contract;

(ii) verification of the conformity of the project with the provisions of the Arrangement on Officially Supported Export Credits;

(iii) absence of any arrears concerning amounts due and payable by the Government of Rwanda relating to debt consolidation agreements reached at the Paris Club, to French governmental loans, and to loans granted by the Agence Française de Développement;

(iv) examination of the state of amounts due and payable under bank loans guaranteed by the French Republic and granted either to the Government of the Republic of Rwanda or to its public sector, or with the guarantee of the Government of Rwanda;

(v) compliance with the commitments in Articles 6 and 7 of this Protocol.

Each contract related to the project referred to in Article 1 shall be registered under this Protocol, after the competent French authorities have observed that these conditions have been duly met, by an exchange of letters between the Head of the Economic Service of the French Embassy in Rwanda, acting with the authorization of the relevant French authorities, and the Ministry of Finance of Rwanda, acting in the name of and on behalf of the Government of the Republic of Rwanda.

ARTICLE 6 – COMMITMENTS TO THE FIGHT AGAINST CORRUPTION

The Parties have recalled in the preamble their commitment to the fight against corruption in international business transactions.

The Parties to the contracts registered under this Protocol shall neither offer nor give to a third party, nor seek, accept, or be promised, directly or indirectly, for themselves or for another party, any undue pecuniary or other advantage, which would or could be an illegal and corrupt practice.

The Parties undertake to ensure that the project does not result in acts of corruption. The Parties undertake to inform each other as soon as they are aware of information resulting in suspicion and to act appropriately to address the situation, before a given deadline and to the satisfaction of the Government of the French Republic.

In case of non-compliance with these commitments, the Government of the French Republic reserves the right, as it sees fit, to refuse the registration of a contract, and/or to suspend the disbursement of the financial support granted to the Government of the Republic of Rwanda, and/or to require the early payment of all or part of the financial support granted to the Government of the Republic of Rwanda.

ARTICLE 7 – COMMITMENTS TO SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

In order to promote sustainable development, the Parties agree that it is necessary to encourage compliance with the social and environmental standards recognized by the international community, including the international conventions of the International Labour Organization (ILO) and the United Nations concerning climate change, biodiversity and the environment, especially the Stockholm Convention on Persistent Organic Pollutants, as well as the International Finance Corporation Performance Standards.

ARTICLE 8 - DEADLINES OF THE FINANCIAL SUPPORT

In order to qualify for the financial support referred to in Article 1, all contracts signed between French suppliers and Rwandan purchasers shall be registered by 31/05/2022 at the latest.

Drawings under the French Treasury loan and the French Treasury grant granted by this Protocol shall be made by 31/05/2025.

ARTICLE 9 – TAXATION

The funds of the French Treasury loan and French Treasury grant shall not be used for the payment of any tax and duty in Rwanda.

In order to dedicate the funds to the development of the Republic of Rwanda, the Parties agree that goods and services, imported or purchased locally, for exclusive use in the project financed under this Financial Protocol shall be exempt from any indirect taxes, levies and public fees applicable in Rwanda.

The repayment of principal loan and the payment of interest of the French Treasury loan, commissions, fees, and any other charges for the French Treasury loan and the French Treasury grant related to the execution of this Financial Protocol shall be exempt from any taxes, levies or public fees applicable in Rwanda.

ARTICLE 10 – POST-EVALUATION OF THE PROJECT

The Government of the French Republic may at its own cost undertake the post-evaluation of the project implemented under this Protocol on economic, financial and accounting levels in order to appraise its impact on the economic development of Rwanda. The Government of Rwanda may participate in this evaluation, according to terms to be defined, in order to benefit directly from the findings. The Government of the Republic of Rwanda undertakes to receive the post-evaluation mission sent by the Government of the French Republic and to facilitate its access to information regarding the project.

ARTICLE 11 – ENTRY INTO FORCE

This Protocol shall enter into force on the date of the receipt of the last written notification transmitted through a diplomatic channel confirming the accomplishment by each of the Parties of all internal procedures required for the entry into force of the present Protocol.

ARTICLE 12 – AMENDMENTS TO THE PROTOCOL

This Protocol may be amended by written agreement between the Parties.

ARTICLE 13 – DISPUTE SETTLEMENT

Any dispute arising from the interpretation or the implementation of this Protocol shall be settled amicably by consultation or negotiation between the Parties.



For the Government of
the Republic of Rwanda

IN WITNESS WHEREOF, the representatives of the two Governments, duly authorized thereto by their respective Governments, have signed this Protocol and affixed their seal.

Done in [Kigali], on 28/05/2021

In two originals, in French and English languages, the two texts being equally authentic.

For the Government of
the French Republic

Jérémie BLIN
Chargé d'Affaires

<p>Bibonywe kugira ngo bishyirwe ku mugereka w’Iteka rya Perezida n° 089/01 ryo ku wa 05/08/2021 ryemeza burundu Amasezerano hagati ya Guverinoma ya Repubulika y’u Rwanda na Guverinoma ya Repubulika y’Ubufaransa, yerekeranye n’inguzanyo ingana na miliyoni zirindwi n’ibihumbi magana cyenda na mirongo irindwi n’icyenda na magana ane n’icyenda z’Amayero (7.979.409 EUR) n’impano ingana na miliyoni ebyiri n’ibihumbi magana atatu na mirongo cyenda na bitandatu na magana cyenda na mirongo itatu n’atandatu z’Amayero (2.396.936 EUR) agenewe umushinga wo kugurira ibigo by’ubuvuzi bya Leta y’u Rwanda ibikoresho by’ubuvuzi na serivisi zijyanye na byo, yashyiriweho umukono i Kigali, ku wa 28 Gicurasi 2021</p>	<p>Seen to be annexed to Presidential Order n° 089/01 of 089/01 of 05/08/2021 ratifying the Financial Protocol between the Government of the Republic of Rwanda and the Government of the French Republic, relating to the loan of seven million nine hundred seventy-nine thousand four hundred nine Euros (EUR 7,979,409) and the grant of two million three hundred ninety-six thousand nine hundred thirty-six (EUR 2,396,936) for the project of supply of medical equipment and associated services to public healthcare institutions in Rwanda, signed in Kigali, on 28 May 2021</p>	<p>Vu pour être annexé à l’Arrêté Présidentiel n° 089/01 du 05/08/2021 ratifiant le Protocole financier entre le Gouvernement de la République du Rwanda et le Gouvernement de la République française, relatif au prêt de sept millions neuf cent soixante-dix-neuf mille quatre cent neuf Euros (7.979.409 EUR) et au don de deux millions trois cent quatre-vingt-seize mille neuf cent trente-six Euros (2.396.936 EUR) pour le projet de fourniture d’équipements médicaux et de services associés aux établissements publics de santé au Rwanda, signé à Kigali, le 28 mai 2021</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 090/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO INGANA NA MILIYONI IMWE N'IBIHUMBI MIRONGO ITANU Y'AMAYERO (1.050.000 EUR) YO GUSHYIGIKIRA ISHYIRWA MU BIKORWA RYA POLITIKI NSHYA YA SIPORO MU MASHURI NO GUTERA INKUNGA GAHUNDA Y'ISONGA, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 27 GICURASI 2021</p> <p style="text-align: center;"><u>ISHAKIRO</u></p> <p><u>Ingingo ya mbere:</u> Kwemeza burundu</p> <p><u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka</p> <p><u>Ingingo ya 3:</u> Igihe iri teka ritangirira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 090/01 OF 05/08/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF ONE MILLION FIFTY THOUSAND EUROS (EUR 1,050,000) FOR THE SUPPORT FOR THE IMPLEMENTATION OF THE NEW SPORT SCHOOL POLICY AND FINANCING OF THE ISONGA PROGRAM, SIGNED AT KIGALI, ON 27 MAY 2021</p> <p style="text-align: center;"><u>TABLE OF CONTENTS</u></p> <p><u>Article One:</u> Ratification</p> <p><u>Article 2:</u> Authorities responsible for the implementation of this Order</p> <p><u>Article 3:</u> Commencement</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 090/01 DU 05/08/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON D'UN MILLION CINQUANTE MILLE EUROS (1.050.000 EUR) POUR L'APPUI À LA MISE EN OEUVRE DE LA NOUVELLE POLITIQUE SCOLAIRE SPORTIVE ET LE FINANCEMENT DU PROGRAMME ISONGA, SIGNÉ À KIGALI, LE 27 MAI 2021</p> <p style="text-align: center;"><u>TABLE DES MATIÈRES</u></p> <p><u>Article premier :</u> Ratification</p> <p><u>Article 2 :</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 3 :</u> Entrée en vigueur</p>
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<p>ITEKA RYA PEREZIDA N° 090/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO INGANA NA MILIYONI IMWE N'IBIHUMBI MIRONGO ITANU Y'AMAYERO (1.050.000 EUR) YO GUSHYIGIKIRA ISHYIRWA MU BIKORWA RYA POLITIKI NSHYA YA SIPORO MU MASHURI NO GUTERA INKUNGA GAHUNDA Y'ISONGA, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 27 GICURASI 2021</p>	<p>PRESIDENTIAL ORDER N° 090/01 OF 05/08/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF ONE MILLION FIFTY THOUSAND EUROS (EUR 1,050,000) FOR THE SUPPORT FOR THE IMPLEMENTATION OF THE NEW SPORT SCHOOL POLICY AND FINANCING OF THE ISONGA PROGRAM, SIGNED AT KIGALI, ON 27 MAY 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 090/01 DU 05/08/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON D'UN MILLION CINQUANTE MILLE EUROS (1.050.000 EUR) POUR L'APPUI À LA MISE EN OEUVRE DE LA NOUVELLE POLITIQUE SCOLAIRE SPORTIVE ET LE FINANCEMENT DU PROGRAMME ISONGA, SIGNÉ À KIGALI, LE 27 MAI 2021</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République ;</p>
<p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168, n'iya 176;</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176 ;</p>
<p>Dushingiye ku Itegeko n° 043/2021 ryo ku wa 05/08/2021 ryemera kwemeza burundu Amasezerano y'impano hagati ya Repubulika y'u Rwanda na Agence Française de Développement (AFD), yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero</p>	<p>Pursuant to Law n° 043/2021 of 05/08/2021 approving the ratification of the Financing Agreement, between the Republic of Rwanda and the Agence Française de Développement (AFD), relating to the grant of one million fifty thousand Euros (EUR 1,050,000) for the support for the implementation of the new</p>	<p>Vu la Loi n° 043/2021 du 05/08/2021 approuvant la ratification de l'Accord de financement entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au don d'un million cinquante mille Euros (1.050.000 EUR) pour l'appui à la mise en œuvre de la nouvelle politique scolaire</p>

<p>(1.050.000 EUR) yo gushyigikira ishyirwa mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga gahunda y'ISONGA, yashyiriweho umukono i Kigali, mu Rwanda, ku wa 27 Gicurasi 2021;</p>	<p>sport school policy and financing of the ISONGA program, signed at Kigali, Rwanda, on 27 May 2021;</p>	<p>sportive et le financement du programme ISONGA, signé à Kigali, Rwanda, le 27 mai 2021;</p>
<p>Tumaze kubona Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero (1.050.000 EUR) yo gushyigikira ishyirwa mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga gahunda y'ISONGA, yashyiriweho umukono i Kigali, ku wa 27 Gicurasi 2021;</p>	<p>Considering the Financing Agreement between the Agence Française de Développement and the Republic of Rwanda, relating to the grant of one million fifty thousand Euros (EUR 1,050,000) for the support for the implementation of the new sport school policy and financing of the ISONGA program, signed at Kigali, on 27 May 2021;</p>	<p>Considérant l'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don d'un million cinquante mille Euros (1.050.000 EUR) pour l'appui à la mise en œuvre de la nouvelle politique scolaire sportive et le financement du programme ISONGA, signé à Kigali, le 27 mai 2021 ;</p>
<p>Bisabwe na Minisitiri w'Imari n'Igenamigambi;</p>	<p>On proposal by the Minister of Finance and Economic Planning;</p>	<p>Sur proposition du Ministre des Finances et de la Planification Économique ;</p>
<p>Inama y'Abaminisitiri imaze kubisuzuma no kubyemeza;</p>	<p>After consideration and approval by the Cabinet meeting;</p>	<p>Après examen et adoption par le Conseil des Ministres;</p>
<p>TWATEGETSE KANDI DUTEGETSE:</p>	<p>HAVE ORDERED AND ORDER:</p>	<p>AVONS ARRÊTÉ ET ARRÊTONS :</p>
<p><u>Ingingo ya mbere : Kwemeza burundu</u></p>	<p><u>Article One: Ratification</u></p>	<p><u>Article premier : Ratification</u></p>
<p>Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero (1.050.000 EUR) yo gushyigikira ishyirwa mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga</p>	<p>The Financing Agreement between the Agence Française de Développement and the Republic of Rwanda, relating to the grant of one million fifty thousand Euros (EUR 1,050,000) for the support for the implementation of the new sport school policy and financing of the ISONGA</p>	<p>L'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don d'un million cinquante mille Euros (1.050.000 EUR) pour l'appui à la mise en œuvre de la nouvelle politique scolaire sportive et le financement du programme ISONGA, signé à Kigali, le 27 mai</p>

<p>gahunda y'ISONGA, yashyiriweho umukono i Kigali, ku wa 27 Gicurasi 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, Minisitiri wa Siporo na Minisitiri w'Uburezi 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>program, signed at Kigali, on 27 May 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, the Minister of Sports and the Minister of Education 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>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, le Ministre des Sports et le Ministre de l'Éducation 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, 05/08/2021

(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° 090/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO Y'IMPANO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'IMPANO INGANA NA MILIYONI IMWE N'IBIHUMBI MIRONGO ITANU Y'AMAYERO (1.050.000 EUR) YO GUSHYIGIKIRA ISHYIRWA MU BIKORWA RYA POLITIKI NSHYA YA SIPORO MU MASHURI NO GUTERA INKUNGA GAHUNDA Y'ISONGA, YASHYIRIWEHO UMUKONO I KIGALI, KU WA 27 GICURASI 2021</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 090/01 OF 05/08/2021 RATIFYING THE FINANCING AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE GRANT OF ONE MILLION FIFTY THOUSAND EUROS (EUR 1,050,000) FOR THE SUPPORT FOR THE IMPLEMENTATION OF THE NEW SPORT SCHOOL POLICY AND FINANCING OF THE ISONGA PROGRAM, SIGNED AT KIGALI, ON 27 MAY 2021</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 090/01 DU 05/08/2021 RATIFIANT L'ACCORD DE FINANCEMENT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU DON D'UN MILLION CINQUANTE MILLE EUROS (1.050.000 EUR) POUR L'APPUI À LA MISE EN OEUVRE DE LA NOUVELLE POLITIQUE SCOLAIRE SPORTIVE ET LE FINANCEMENT DU PROGRAMME ISONGA, SIGNÉ À KIGALI, LE 27 MAI 2021</p>
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AFD AGREEMENT N° CRW1060 02H

FINANCING AGREEMENT

between

AGENCE FRANCAISE DE DEVELOPPEMENT

The Agency

And

REPUBLIC OF RWANDA

The Beneficiary



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FINANCING AGREEMENT

BETWEEN:

- (1) **REPUBLIC OF RWANDA**, represented by Dr. Uzziel NDAGIJIMANA, in his capacity as Minister of Finance and Economic Planning, who is duly authorized 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 "Beneficiary");

AND

- (2) **AGENCE FRANCAISE DE DEVELOPPEMENT**, a French public entity (*établissement public*) 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. Rémy RIOUX, in his capacity as Chief Executive Officer, who is duly authorized to sign this Agreement,

(the "Agency");

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

WHEREAS:

- (A) The Beneficiary intends to support the implementation of the new Sport School policy and contribute to the financing of the ISONGA program of the Ministry of Sports (the "**Project**"), as described further in Schedule 2 - (*Project Description*).
- (B) The Beneficiary has requested that the Agency makes available a Grant for the purposes of financing the Project in part.
- (C) Pursuant to resolution n° C20201103 of the Director of Africa dated December 4th, 2020, the Agency has agreed to make available the Grant to the Beneficiary pursuant to the terms and conditions of this Agreement.

IT IS 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*), subject to provisions to the contrary.

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2. GRANT, PURPOSE AND CONDITIONS OF UTILISATION

2.1 Grant

Subject to the terms of this Agreement, the Agency makes available to the Beneficiary a Grant in a maximum aggregate amount of one million fifty thousand Euros (EUR 1 050 000).

2.2 Purpose

The Beneficiary shall apply all amounts made available to it under this Grant exclusively towards financing Eligible Expenses, excluding taxes, duties and any rights in accordance with the Project's description as set out in Schedule 2 - (*Project Description*) and the Financing Plan set out in Schedule 3 - (*Financing Plan*).

2.3 Monitoring

The Agency cannot be held responsible for the use of any amount made available to the Beneficiary which is not in accordance with the provisions of this Agreement.

2.4 Conditions precedent

- (a) No later than the Signing Date, the Beneficiary shall provide the Agency with all of the documents set out in PART I of Schedule 4 - (*Conditions Precedent*).
- (b) The Beneficiary shall be entitled to deliver a Drawdown request to the Agency if:
 - (i) in the case of a first Drawdown, the Agency has received all documents as listed in PART II of Schedule 4 - (*Conditions Precedent*) and has notified the Beneficiary that such documents are satisfactory in form and substance;
 - (ii) in the case of any subsequent Drawdown, the Agency has received all documents set out in PART III of Schedule 4 - (*Conditions Precedent*) and has notified the Beneficiary 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, the conditions set out in this Agreement have been fulfilled, including:
 - (1) the Drawdown request has been made in accordance with the terms of Clause **Error! Reference source not found.** (*Error! Reference source not found.*);
 - (2) no event referred to in Clause 4 (*Postponment or Dismissal of the Drawdown Requests*) is continuing or may occur;
 - (3) each representation given by the Beneficiary in relation to Clause 5 (*Representations and warranties*) is true; and
 - (4) the previous Advance was used in accordance with this Agreement and the Drawdown request.

3. DRAWDOWN OF FUNDS

3.1 Drawdown request

Provided that the conditions set out in Clause 2.4 (*Conditions precedent*) are satisfied, the Beneficiary may draw funds from the Grant, in one or several Drawdowns, by delivery to the Agency of a duly completed Drawdown request.

Each Drawdown request shall be delivered by the Beneficiary (represented by the duly authorised representative of the Ministry of Sports) to the head of the Agency office at the address specified in Clause 10 (*Notices*).

A Drawdown request will not be regarded as having been duly completed unless all required documents are attached to the Drawdown request and comply with the provisions of Clause 3.2 (*Payment mechanism*).

If all conditions set out in this Agreement are met, the Agency will transfer the requested Drawdown to the Beneficiary.

3.2 Payment mechanism

The funds will be made available in accordance with the following terms and conditions:

3.2.1 Refinancing of Eligible Expenses paid by the Beneficiary

The funds shall be paid directly to the Beneficiary in accordance with the terms and conditions of this Agreement upon delivery by the Beneficiary to the Agency of evidence showing the implementation works or service corresponding to the Eligible Expenses, in form and substance satisfactory to the Agency. The Beneficiary shall attach to its Drawdown requests the documents set out in PART II and/or PART III of Schedule 4 - (*Conditions Precedent*), as the case may be.

The Beneficiary retains in its possession all original documents and to make such documents available to the Agency at any time.

The Agency may request that the Beneficiary provides any other evidence of its payment of the relevant Eligible Expenses.

3.2.2 Direct payments by the Agency to Contractors

(a) The Beneficiary may request that the proceeds of a Drawdown are made available directly to Contractors for the payment of Eligible Expenses due under a procurement contract for the supply of goods, services and/or other works entered into for the purposes of implementing the Project. To that effect, the Beneficiary shall deliver to the Agency any instructions necessary to pay the Drawdown directly to the third party contractor and the documents listed in PART II and/or PART III, as the case may be, of Schedule 4 - (*Conditions Precedent*):

In addition, the Beneficiary undertakes to complete, or to procure that any other authorised entity completes, any instrument or administrative act to authorise direct payments to the Contractor(s) and to ensure that such instrument or administrative acts remain valid for the duration of the Operation Agreement.



Accordingly, the Beneficiary appoints the Agency as proxy, and the Agency accepts, to pay the funds of a Drawdown on behalf of the Beneficiary directly to the Contractor[s] without further action by the Beneficiary.

Drawdowns payable to the Contractor shall be made on monthly basis for the duration of the Service in accordance with the timetable to be attached as a schedule to the Operation Agreement. The Contractor shall then deliver to the Beneficiary a historical quarterly invoice setting out any necessary billing adjustments to be made. After it has approved the invoice, the Beneficiary shall deliver the same with its signature to the Agency in order to request payment of the relevant Drawdowns.

In the event that the Operation Agreement is to be terminated, the Beneficiary shall inform the Agency which, in turn, shall cancel the Drawdowns as of such notification of impending termination. The amounts still due to the Contractor shall be paid in arrears and upon the production of an invoice approved by the Beneficiary and notified to the Agency for payment.

The Beneficiary is responsible for compliance with any legal, accounting or administrative rules regarding the validity of direct payments to the Contractor(s).

- (b) The Beneficiary hereby authorises the Agency, upon its request, to make direct payments in accordance with paragraph (a) above from the funds of a Drawdown. The Agency is not required, at any time, to verify whether there is a restriction of any nature on the payment of the Drawdown. The Agency reserves the right to reject such a request if it becomes aware of any such restriction.
- (c) The Agency shall not be liable to the Beneficiary in any way whatsoever in relation to such Drawdowns and the Beneficiary waives any action it may have against the Agency in this respect. The Beneficiary shall indemnify the Agency against any cost, loss or liability which the Agency incurs in relation to any third party actions against the Agency in respect of such mandate.

3.2.3 Place of payment

Any funds to be transferred by the Agency to the Beneficiary by way of the Grant will be paid to any bank account in France which has been specifically designated for such purpose by the Beneficiary.

As an exception to the above, and provided that the Agency has given its prior consent, the funds to be transferred to the Beneficiary may be paid to a bank account in the country of the Beneficiary or any other country previously agreed with the Agency.

The funds shall be paid to any financial institution of that country and, depending on the request by the Beneficiary, either in (i) Euros to a bank account denominated in Euros; or (ii) an equivalent of the Drawdown in the currency of legal tender in the jurisdiction of the Beneficiary, in at a market rate of exchange on the day of payment and to a bank account denominated in that currency; or (iii) another convertible currency to a bank account denominated in such currency.

Handwritten signature and initials in blue ink.

3.2.4 Renewable advances

Each Drawdown shall be made available by the Agency in the form of advances (an "**Advance(s)**") paid into the Project Account (as defined below).

a) Opening of the Project Account

The Beneficiary shall open and maintain an account in the name of the Project (the "**Project Account**"), with 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 Beneficiary shall deposit the proceeds of the Grant in an account (the "**Project Account**"), opened with at an Acceptable Bank (the "**Account Bank**"), for the purpose of (i) receipt of the proceeds of a Drawdown; and (ii) payment of the Eligible Expenses. The Parties agree that the Project Account will not be maintained and used for the sole purpose of the Project, provided however that the proceeds of the Grant shall be used exclusively for financing the Project.]

The Beneficiary hereby undertakes 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 Beneficiary at the Account Bank, or against any other debt of the Beneficiary.

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

b) First Advance

Provided that the conditions set out in Clause 2.4 (*Conditions precedent*) have been satisfied, the Agency shall pay a first Advance to the Project Account.

c) Additional Advances

Additional Advances will be paid upon the Beneficiary's request, subject to the conditions set out in Clause 2.4 (*Conditions precedent*) being satisfied.

d) Final Advance

Unless the Agency 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, as agreed between the Parties.

e) Justification for Use of Advances

The Beneficiary agrees to deliver to the Agency:

- (i) no later than the Deadline for Use of Funds, a certificate signed by an authorised signatory of the 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 from the date of delivery of the certificate referred to in subparagraph (i), a final audit report of the Project Account

(the “**Final Audit Report**”), carried out by an independent and reputable auditing firm which has been appointed by the Beneficiary subject to the Agency’s no-objection on the terms of reference of the audit mission and the appointed auditing firm. All audit costs shall be applied against the funds of the Grant. The Beneficiary shall ensure that the auditing firm verifies that all Advances/Drawdowns made under the Grant and paid into the Project Account have been used in accordance with the terms and conditions of this Agreement.

3.2.5 Applicable exchange rate

If any Eligible Expenses are denominated in a currency other than Euro, the Beneficiary shall convert the invoice amount into the equivalent amount in Euros using the InfoEuro monthly screen rate for the applicable currency on the posting date of the relevant invoice. The Agency will receive, together with expenses documentary evidence, the InfoEuro rate that has been used.

3.2.6 Deadline for Use of Funds

The Beneficiary agrees that all funds disbursed in the form of an Advance shall be used in full to finance Eligible Expenses no later than the Deadline for Use of Funds.

3.2.7 Control – audit

The Beneficiary agrees that the Project Account shall be audited on an annual basis until the Deadline for Use of Funds. These audits shall be carried out by an independent and reputable auditing firm, appointed by the Beneficiary, subject to the Agency’s no-objection on the terms of reference of the audit mission and the appointed auditing firm. All audit costs shall be applied against the funds of the Grant. The auditing firm shall verify that all Drawdowns/Advances 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 three (3) months following the end of each fiscal year.

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

3.2.8 Failure to provide justification for the use of Advances by the Deadline for Use of Funds

The Agency may request that the Beneficiary reimburses 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 Beneficiary shall reimburse such amounts to the Agency within twenty (20) calendar days of receipt of the Agency’s notification in this respect.

3.2.9 Retention of documents

The Beneficiary shall retain the documentary evidence and other documents in connection with the Project Account and utilisation of the Advances for a period of ten (10) years from the Deadline for Drawdown.

The Beneficiary undertakes to deliver such documentary evidence and other documents to the Agency or to any auditing firm appointed by the Agency, upon the Agency’s request.

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3.3 Deadline for Drawdown

The final Drawdown request shall be received by the Agency no later than fifteen (15) calendar days before the Deadline for Drawdown. If such request is made during the month preceding the Deadline for Drawdown, it shall be addressed to the Agency and be sent by registered mail, requesting an acknowledgment of receipt.

Any part of the Grant that remains unpaid on such Deadline for Drawdown shall be automatically cancelled.

4. POSTPONMENT OR DISMISSAL OF THE DRAWDOWN REQUESTS

The Agency shall be entitled to suspend or postpone, or definitively dismiss any Drawdown request upon the occurrence of any of the following events:

(a) Project Documents

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

(b) Misrepresentation

A representation made or warranty given by the Beneficiary in this Agreement, including under Clause 5 (*Representations and warranties*), or in any document delivered by or on behalf of the Beneficiary under or in relation to this Agreement, is incorrect or misleading when made or given, or deemed to be made or given.

(c) Undertakings and Obligations

The Beneficiary does not comply with any term of this Agreement, including, without limitation, any of the undertakings it has given pursuant to Clause 6 (*Undertakings*) and Clause 7 (*Information Undertakings*).

(d) Unlawfulness

It is or becomes unlawful for the Beneficiary to perform any of its obligations under this Agreement.

It becomes unlawful for the Agency pursuant to its applicable law to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Grant.

(e) Material adverse change

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

(f) Withdrawal or suspension of the Project

Any of the following occurs:

- the implementation of the Project is suspended or postponed for a period exceeding six (6) months; or
- the Project has not been completed in full by the Technical Completion Date; or

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- (b) to make this Agreement and the Project Documents admissible in evidence in the courts of the jurisdiction of the Beneficiary,

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 Authorizations.

5.5 Project Authorizations

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

5.6 Procurement

The Beneficiary: (i) has received a copy of the Procurement Guidelines and (ii) understands the terms of the Procurement Guidelines, in particular, those terms relating to any actions which the Agency may take in the case of a breach of the Procurement Guidelines by the Beneficiary which has confirmed that it understands the terms of the Procurement Guidelines.

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

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

The Beneficiary represents and warrants that:

- (i) all the funds invested in the Project are from the State budget
- (ii) the Project (in particular, the negotiation, award and performance of any contracts which have been funded by the Grant) has not given rise to any Act of Corruption, Fraud or Anti-Competitive Practice.

6. UNDERTAKINGS

The undertakings in this Clause 6 (*Undertakings*) take effect on the Signing Date and remain in full force and effect for the duration of this Agreement.

6.1 Authorizations

The Beneficiary shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorization required under any applicable law or regulation to enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability and admissibility in evidence of this Agreement or any Project Document.

6.2 Project Documents

The Beneficiary shall provide the Agency with a copy of any amendment to any Project Documents and shall not, and shall not agree to, make any material amendment to any Project Document without obtaining the Agency's prior consent.



6.3 Compliance with laws and regulations

The Beneficiary shall comply:

- (a) in all respects with all laws and regulations to which it and/or the Project is subject, particularly in relation to publication of information encouraging tax transparency, as well as all applicable environmental protection, safety and labour laws including conventions of the International Labour Organization (“ILO”) and the international environmental conventions with respect to environmental protection which are not conflicting with applicable law of the relevant country;
- (b) with all of its obligations under the Project Documents.

6.4 Procurement

In relation to the procurement, award and performance of contracts entered into in connection with the implementation of the Project, the Beneficiary shall comply with, and implement, the provisions of the Procurement Guidelines.

The Beneficiary shall take all actions and steps necessary for the effective implementation of the Procurement Guidelines.

6.5 Additional Financing

The Beneficiary shall not amend or alter the Financing Plan without obtaining the Agency’s prior written consent and shall finance any additional costs not anticipated in the Financing Plan on terms satisfactory to the Agency.

6.6 Assignment

Upon the Agency’s request, the Beneficiary shall:

- (i) include in the Insurance Policies the Agency as sole beneficiary of any insurance proceeds; and
- (ii) assign to the Agency the benefit of the Contractor’s Guarantees.

6.7 Implementation of the Project

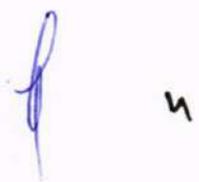
The Beneficiary shall:

- (i) ensure that persons, groups or entities participating in the implementation of the Project are not listed on any Financial Sanctions List (including those related to the fight against terrorist financing)
- (ii) not purchase, supply, finance any supplies, services or sectors which are subject to an Embargo by the United Nations, the European Union or France.

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

The Beneficiary undertakes:

- (i) to ensure that the funds other than State funds invested in the Project will not come from Illicit Origin;



- (ii) to ensure that the Project (in particular during the negotiation, entry into and performance of the contracts financed by the Grant) shall not give rise to any Act of Corruption, Fraud or Anti-Competitive Practice;
- (iii) to inform the Agency with no delay as soon as it becomes aware of or suspects any Act of Corruption, Fraud or Anti-Competitive Practice;
- (iv) to take all necessary measures to remedy the situation in a manner satisfactory to the Agency and within the time period determined by the Agency, in the case of paragraph (iii), or at the Agency's request if the Agency suspects that the acts or practices specified in paragraph (iii) have occurred; and
- (v) to notify the Agency without delay if it is aware of information which leads to suspect the Illicit Origin of funds invested in the Project.

6.9 Environmental and social responsibility

6.9.1 Implementation of environmental and social measures

In order to promote sustainable development, the Parties agree that it is necessary that internationally recognised environmental and labour standards, including the fundamental conventions of the International Labour Organization ("ILO") and the relevant international environmental treaties, be complied with.

For such purpose, the Beneficiary shall within the context of the Project include in the competitive bid documentation and procurement contracts a clause whereby each Contractor undertakes, and procures that its sub-contractors (if any) undertake, to comply with such international standards in accordance with the applicable laws and regulations of the country in which the Project is being implemented. The Agency reserves the right to request that the Beneficiary provides a report on environmental and social conditions of implementation of the Project.

6.9.2 Environmental and social (ES) complaints management

- (a) The Beneficiary (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 Agency 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 Beneficiary and the Agency, the same contractually binding effect as this Agreement.
- (b) The Beneficiary expressly authorises the Agency 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 7 -(Non).

6.10 Project accounts

The Beneficiary shall open, maintain and use the Project Account in accordance with the terms of this Agreement.

6.11 Preservation of Project and insurances

The Beneficiary shall:

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- (a) to implement and maintain the Project in accordance with generally accepted principles of care and commercial practice and in accordance with technical standards in force;
- (b) to maintain all Project assets in good working order and condition in accordance with all applicable laws and regulations and use such assets for their proper purpose and in accordance with all applicable laws and regulations.

6.12 Inspections

The Beneficiary shall allow the Agency and its representatives to carry out inspections in relation to the implementation and operations, financial aspects included, of the Project, its impact and the achievement of the objectives of the Project.

The Beneficiary shall co-operate with the Agency and its representatives when carrying out such inspections, the timing and format of which shall, in each case, be determined by the Agency following consultation with the Beneficiary.

The Beneficiary shall retain and make available for inspection by the Agency, all documents relating to the Project for a period of ten (10) years following the Deadline for Drawdown.

6.13 Project Evaluation

The Beneficiary acknowledges that the Agency 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 Beneficiary 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.

6.14 The Beneficiary shall comply with all applicable laws and regulations on safety matters as part of the Project. The Beneficiary is solely responsible for the safety of its staff.

The Agency is not responsible for the safety of the Beneficiary's staff or the latter's safety procedures, or for managing the safety of the Beneficiary's staff.

The Beneficiary is solely responsible for the safety of the individuals and/or the personnel of any legal persons to whom it may entrust or delegate all or part of the Project implementation in any manner whatsoever. The Agency is not responsible for the safety procedures and safety management of these individuals or the staff of these legal persons.

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10. NOTICES

10.1 In writing

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

For the Beneficiary:

REPUBLIC OF RWANDA

Address: P.O. Box: 158, Kigali; Telephone: +250-252575756

Facsimile: +250-252577581

Attention: Dr. Uzziel NDAGIJIMANI, Minister

For the Agency:

AFD REGIONAL DIRECTION EASTERN AFRICA

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

P.O. Box 45955 – 00100 Nairobi - Kenya

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 with at least five (5) Business Days' prior notice.

10.2 Effectiveness

Any notice, request or communication made, or any document sent, by a Party to the other Party in connection with this Agreement is deemed to become effective as follows:

- (i) if by fax, when received in a legible form; and
- (ii) if posted, when delivered to the correct address,

and, where a particular person or a department has been specified, if such notice, request or communication has been addressed to that person or department.

10.3 Electronic communications

- (a) Any communication made by one person to another under or in connection with this Agreement may be sent 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;

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- (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.

11. ENTRY INTO FORCE – DURATION – TERMINATION

11.1 Entry into Force and Duration

This Agreement comes into force on the day of the Signing Date provided that all the requested formalities in relation to the validity of this Agreement under the law of the country of the Beneficiary have been fulfilled in a satisfactory manner for the Agency and shall remain in full force and effect until the expiration date of a two (2) year period starting on the date of the Final Audit Report set out in Clause 0 for 3 years as from the Signing Date.

Notwithstanding the above, the requirements of Clause 3.2.9 (*Retention of documents*), clause 6.12 6.12 (*Inspections*) and Clause 9.8 (*Confidentiality - Disclosure of information*) will remain in full force and effect for five (5) years following the date mentioned in the paragraph above.

11.2 Termination

The Agency reserves the right to terminate this Agreement if the first Drawdown has not been drawn within eighteen (18) months from the date of approval of the Grant referred to in paragraph (C) of the Recitals.

The Agency also reserves the right to terminate this Agreement upon the occurrence of one of the events referred to in Clause 4 (*Postponment or Dismissal of the Drawdown Requests*).

The Agency shall inform the Beneficiary of such termination by registered mail. Upon request by the Agency, and due to the occurrence of any of these events, the Beneficiary shall repay the funds of the Grant, in whole or in part.

12. GOVERNING LAW, ENFORCEMENT AND SERVICE OF PROCESS

12.1 Governing Law

This Agreement is governed by French law.

12.2 Jurisdiction

Any dispute arising out of or in connection with this Agreement shall be settled by the courts of Paris.

12.3 Choice of domicile

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 Beneficiary irrevocably chooses its registered office as at the date of this Agreement at

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the address set out in Clause 10 (*Notices*) as its domicile, and the Agency chooses the address “AFD Head Office” set out in Clause 10 (*Notices*) as its domicile.



Executed in two (2) originals, at Kigali, on May 27th, 2021.

BENEFICIARY

REPUBLIC OF RWANDA

Represented by:



Name: Dr Uzziel NDAGIJIMANA

Capacity: Minister of Finance and Economic Planning

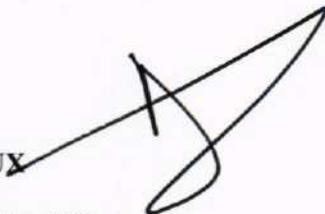
AGENCY

AGENCE FRANÇAISE DE DÉVELOPPEMENT

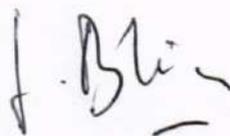
Represented by:

Name: Mr Rémy RIOUX

Capacity: Chief Executive Officer



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



<p>ES Complaints-Management Mechanism's Rules of Procedures</p>	<p>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.</p>
<p>Euro(s) or EUR</p>	<p>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.</p>
<p>Final Audit Report</p>	<p>has the meaning given to this term in Clause 3.2.4 (e) (<i>Justification for use of Advances</i>).</p>
<p>Financial Sanctions List</p>	<p>means the list(s) of specially appointed persons, groups or entities which are subject to financial sanctions by the United Nations, the European Union and France.</p> <p>For information purposes only and for the convenience of the Beneficiary, who may not rely on them, the following references or website addresses are provided:</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>
<p>Financing Plan</p>	<p>means the financing plan of the Project set out in Schedule 3 - (<i>Financing Plan</i>).</p>
<p>Fraud</p>	<p>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 Beneficiary or a third party in order to obtain an illegitimate benefit.</p>
<p>Fraud against the Financial Interests of the European Community</p>	<p>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 its effect the misappropriation or wrongful retention of funds or in any illegal reduction in resources of the general budget of the European Union; (ii) the</p>

	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.
Grant	means the commitment granted by the Agency in accordance with this Agreement up to the maximum principal amount set out in Clause 2 (<i>Grant, Purpose and Conditions of Utilisation</i>).
Illicit Origin	means funds obtained through: the commission of any predicate offence as designated in the FATF 40 recommendations Glossary under " <i>catégories désignées d'infractions</i> " (http://www.fatf-gafi.org/media/fatf/documents/recommendations/Recommendations_GAFI.pdf);; – any Act of Corruption; or – any Fraud against the Financial Interests of the European Community, if or when applicable.
Insurance Policies	means the insurance policies that [the Beneficiary] <i>or</i> [the Final Beneficiary] is required to subscribe and maintain in connection with the implementation of the Project, in a form acceptable to the Agency.
Integrity Statement	means the integrity, eligibility and environmental and social undertaking statement, the form for which is set out in the schedules to the Procurement Guidelines. Such statement shall be provided by any tenderer or candidate pursuant to the terms set out in clause 1.2.3 of the Procurement Guidelines.
Material Adverse Effect	means a material adverse effect on: – the Project, insofar as it would jeopardise the continuation of the Project in accordance with this Agreement and the Project Documents; – the business, assets, financial condition of the Beneficiary or its ability to honour its obligations under this Agreement and the Project Documents; – the validity or enforceability of this Agreement and any Project Documents.
Procurement Guidelines	means the contractual provisions in the guidelines relating to procurement financed by the Agency in foreign countries in full force and effect on the date of this Agreement, a copy of which is available on the Website and has been delivered to the Beneficiary.
Project	means the project as described in Schedule 2 - (<i>Project Description</i>).

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Project Account	has the meaning given to this term in Clause 3.2.4, a) (<i>Opening of the Project Account</i>).
Project Authorizations	means the Authorizations necessary in order for (i) the 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 Beneficiary is a party to be admissible as evidence before courts in the jurisdiction of the Beneficiary or before a competent arbitral tribunal.
Project Documents	means all the documents, and in particular agreements, supplied or executed by the Beneficiary regarding the implementation of the Project, in particular the manual of administrative, financial and accounting procedures, and the project implementation document, including a budgeted work plan.
Public Official	means any holder of legislative, executive, administrative or judicial office whether appointed or elected, permanent or temporary, paid or unpaid, regardless of rank or any other person defined as a public officer under the domestic law of the Beneficiary's jurisdiction of incorporation, and any other person exercising a public function, including for a public agency or organisation, or providing a public service.
Schedule(s)	means any schedule or schedules to this Agreement.
Signing Date	means the date of execution of this Agreement by all the Parties.
Technical Completion Date	means the date for the technical completion of the Project which is expected to be 31 st December 2024
Website	means the website of the Agency (http://www.afd.fr/) or any other such replacement website.

Schedule 1B - Construction

- (a) “**assets**” includes all present and future properties, revenues and rights;
- (b) any reference to the “**Beneficiary**”, a “**Party**” or a “**Agency**” includes its successors in title, permitted assigns and permitted transferees;
- (c) any reference to this Agreement or other document or security is a reference to this Agreement or to such other document or security as amended, restated or supplemented and includes, if applicable, any document which replaces it through novation, in accordance with this Agreement;
- (d) a “**guarantee**” includes any security and any guaranty which is independent from the debt to which it relates;
- (e) 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);
- (f) 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 on the rights and obligations of a Party;
- (g) a provision of law is a reference to that provision as amended;
- (h) unless otherwise provided, a time of day is a reference to Paris time;
- (i) The Section, Clause and Schedule headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (j) 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; and
- (k) a reference to a Clause or Schedule shall be a reference to a Clause or Schedule of this Agreement.

SCHEDULE 2 - Project Description

1. Objectives

The overall objective of the project is to contribute to the reinforcement of sport at school by supporting the implementation of the new "Sport School policy" validated in July 2020, assorted by a School sport strategic plan that covers the 2020/21-2024/25 period. This policy is endorsed by Ministry of Education (MINEDUC) and Ministry of Sports (MINISPORTS), and aims at promoting values and life skills that sport helps acquiring.

In line with AFD's Sport and Development approach, the AFD grant of **EUR 1,500,000** will be earmarked to support the implementation of this new policy (Component A) and contribute to the financing of the ISONGA program of the MINISPORTS (Component B). The latest program has a major educational dimension since it consists in detecting young sports talents, boys and girls, within a school environment, through the 30 centers of excellence chosen for this first pilote project.

The AFD Grant will support therefore be MINEDUC and MINISPORTS.

2. Content

AFD's commitment is considered on the following two components:

- 1) **Component A -- A first component of EUR 450,000 to provide i) technical assistance to MINEDUC in the implementation of its new "Sport-at School Policy" and ii) technical assistance to MINISPORTS to help it strengthen its project management capacities.**

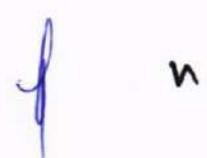
The objective of the technical assistance provided to MINISPORTS aims at supporting the launch of the pilot phase of the ISONGA program, and ensure its sustainability beyond AFD financing. The Technical Assistance (TA) will help preparing all the project documents (baseline, logical framework, procedures manual, procurement plans, tender preparation, communication plan, etc.). This would allow the swift start of the pilot phase of the ISONGA program and the lifting of the conditions precedent to the first disbursement of the funds granted by AFD. The TA will also support the operationalization of the Single Project Implementation Unit (SPIU) (drafting of the procedures manual, establishment of a monitoring and evaluation system, creation of monitoring and evaluation tools, implementation of the capacity-building plan, etc.).

Regarding MINEDUC, the support will be dedicated to operationalization of the school sports policy, in particular with the implementation of its School Sports Strategic Plan. The MINISPORTS will benefit as well of that support. Among other activities, the TA will help in: the creation of monitoring tools, the implementation of monitoring bodies for the school sport policy, curricula adaptation, development of a strategic financing document for this school sports policy, development of a communication plan, creation of communication tools to promote the "Sport at School Policy", etc.

The technical assistance will also support and facilitate discussions between MINISPORTS and MINEDUC around the implementation of the school sports policy.

- 2) **Component B -- A second component to the tune of € 1,050,000 dedicated to contribute to the financing of the ISONGA program and its Single Program Implementation Unit (SPIU) placed under the supervision of the Permanent Secretary of MINISPORTS.**

The pilot phase of ISONGA program supported by AFD will focus on 30 centers of excellence. It will last for two years, starting in 2021 until 2023. Ultimately, the ambition of the ministry is to open a training center in each district, a regional center of excellence in each of the 5 provinces and a national high-level sports center. Among the 30 centers selected by MINISPORTS for the pilote project, a good



number are dedicated exclusively to girls - in order to ensure that, thanks to the ISONGA program, a significant number of young girls will be trained and reach international levels.

The program covers six sports disciplines: football, basketball, handball, volleyball, athletics and cycling. Depending on their infrastructure and capacities, the schools that host the centers of excellence can offer their students one to several disciplines. Most of those centers of excellence are boarding schools, what facilitates trainings after schools for the students.

The sub-components of the ISONGA program to be financed by AFD are as follows:

- Training of coaches and referees managed by the FRSS and undertaken by the technicians of the different sport federations;
- Small rehabilitations of infrastructures and sport equipment in the centers of excellence. The rehabilitations will concern the following infrastructures: 7 football fields, 6 basketball courts, 7 volleyball courts, 5 handball fields, 2 athletics tracks. In addition, the funding allocated to MINISPORTS will be used to increase sports equipment in the centers, in particular in terms of balls which are too few in number as of today.
- Awareness-raising campaigns on the benefits of sport, with a focus on girls;
- Organization of Sports competitions between the centers of excellence – which is the main way to identify the talents thanks to the technicians of the different sport federations.
- Financing of the SPIU of the MINISPORT: the team of the ministry have defined 3 profiles that will be recruited at the launch of the project: i) a coordinator of the SPIU, ii) a financial profile in charge of management, control and reporting of use of funds and iii) a project manager dedicated to the operational implementation of the project.

The MINISPORTS will be in charge of this Component B of the Project, through its SPIU.

3. Stakeholders and modus operandi

The Beneficiary is the Republic of Rwanda, represented by the Ministry of Finance and Economic Planning (MINECOFIN). The MINISPORTS will be in charge of the monitoring of the Component B of the Project, through its SPIU.

AFD will issue "no objections" on the manual of procedures, external audits and evaluation, the composition of the project steering committee and the program of activities. The procurement plan and activity reports which will include financial and technical information and report on compliance with project objectives. Market control will be carried out as part of the external accounting and financial audit. The applicable procurement rules will be those of MINISPORTS regarding Component B, which must be validated by AFD before the first disbursement.

4. Project duration

The estimated duration of the Project is 2 scholar years.



Schedule 3 - Financing Plan

Estimated cost of the Project per component	Euros	%
Component A (Project management under AFD management dedicated to MINEDUC and MINISPORTS)	EUR 450 000	30%
Component B (Project management under MINISPORTS)	EUR 1 050 000	70%
<ul style="list-style-type: none"> • Training of coaches and referees managed by the FRSS and undertaken by the technicians of the different sport federations; • Small rehabilitations of infrastructures and sport equipment in the centers of excellence. The rehabilitations will concern the following infrastructures: 7 football fields, 6 basketball courts, 7 volleyball courts, 5 handball fields, 2 athletics tracks. In addition, the funding allocated to MINISPORTS will be used to increase sports equipment in the centers, in particular in terms of balls which are too few in number as of today. • Awareness-raising campaigns on the benefits of sport, with a focus on girls ; • Organization of Sports competitions between the centers of excellence – which is the main way to identify the talents thanks to the technicians of the different sport federations. • Financing of the SPIU of the MINISPORT: the team of the ministry have defined 3 profiles that will be recruited at the launch of the project: i) a coordinator of the SPIU, ii) a financial profile in charge of management, control and reporting of use of funds and iii) a project manager dedicated to the operational implementation of the Project. 		
Total cost of the Project	EUR 1,500,000	100%
Total amount of the grant for the Republic of Rwanda	EUR 1,500,000	100%
- Component A: AFD Grant	EUR 450,000	
- Component B: AFD Grant	EUR 1,050,000	

PART II - NON-ELIGIBLE EXPENSES

Funds of the Grant will not finance:

- the running costs of MINEDUC and MINISPORTS, and the centers of excellence (electricity, water, Equipment maintenance, etc.);
- the regular payment of sports teachers' salaries;
- any tax relating to the Project.

These expenses will be covered by the Republic of Rwanda.

PART III – INDICATIVE DISBURSEMENTS PLAN (Component B)

2021	2022	2023
200 000 EUR	500 000 EUR	350 000 EUR

Schedule 4 - Conditions Precedent¹

The following applies to all documents delivered by the Beneficiary as a condition precedent:

- if the document which is delivered is not an original but a photocopy, the original Certified photocopy shall be delivered to the Agency;
- the final version of a document which draft was previously sent to, and agreed upon by the Agency, shall not materially differ from the agreed draft;
- documents not previously sent and agreed upon, shall be satisfactory to the Agency.

PART I – CONDITIONS PRECEDENT TO BE SATISFIED ON THE SIGNING DATE

Delivery by the Beneficiary to the Agency of a certified copy of the relevant legislation of the jurisdiction of the Beneficiary authorising a specified person or persons to execute this Agreement on its behalf.

PART II - CONDITIONS PRECEDENT TO THE FIRST DRAWDOWN

Delivery by the Beneficiary to the Agency of the following documents:

- 1) A copy of the law, published in the Official Gazette of Rwanda, approving the ratification of this Agreement in compliance with laws and the Constitution of the Republic of Rwanda;
- 2) A copy of the Presidential order ratifying this Agreement in compliance with laws and the Constitution of the Republic of Rwanda;
- 3) A favourable legal opinion issued by the Minister of Justice / Attorney General confirming validity and enforceability of the terms of this Agreement in the jurisdiction of the Beneficiary;
- 4) The following Project Documents: the project procedures manual, the technical and financial implementation project document, and the procurement plan, and in each case, delivery to the Agency of:
 - a) a Certified copy of each Project Document duly signed by each party thereto;
 - b) evidence that all formalities required under the Project Documents for the entry into, performance and enforceability against third parties of such Project Documents have been satisfied; and
 - c) evidence that any Authorization which the Agency considers necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by, any Project Document and delivery of a Certified copy of any such Authorization.
- 5) A certificate issued by a duly authorised representative of the Beneficiary listing the person(s) authorised to sign, on behalf of the Beneficiary, this Agreement, the

¹ Les conditions suspensives listées ici ne sont qu'indicatives et doivent être adaptées en fonction de chaque opération, notamment en cas de financement budgétaire. Des conditions supplémentaires peuvent également être ajoutées.

Drawdown requests and any certificate in connection with this Agreement and to take all other measures and/or sign all other necessary documents on behalf of the Beneficiary under this Agreement together with a specimen of the signature of each person listed in the certificate mentioned herein.

- 6) A certificate of the Account Bank certifying that the Project Account has been opened in the name of the Project and providing account details for such Project Account.
- 7) A provisional forecast of expenditure for the duration of the Project.

PART III - CONDITIONS PRECEDENT FOR ALL DRAWDOWNS INCLUDING THE FIRST DRAWDOWN

In the event of a refinancing:

Delivery by the Beneficiary to the Agency of the following documents:

- 1) all contracts and orders together with any plans and quotes (if applicable) previously provided to the Agency in accordance with, and as defined in, the Procurement Guidelines, in connection with the requested Drawdown; and
- 2) any **reports**, invoices or interim **payment requests**, in form and substance satisfactory to the Agency, that all relevant expenses have been paid.

In the event of a Drawdown made directly to third party contractors:

Delivery by the Beneficiary to the Agency of the instructions (in particular the account information of the relevant contractor) required for the transfer of the Drawdowns directly to the third party contractor, as requested, and:

- 1) all contracts and order forms together with any plans and quotes (if applicable) previously provided to the Agency in accordance with, and as defined in, the Procurement Guidelines, in connection with the Drawdown requested to be paid directly; and
- 2) any reports, invoices or interim payment requests, in form and substance satisfactory to the Agency, which may be delivered in the form of Certified photocopies or duplicates.

PART IV - CONDITIONS PRECEDENT FOR ALL DRAWDOWNS OTHER THAN THE FIRST DRAWDOWN

Delivery by the Beneficiary to the Agency of the following documents:

- 1) a certificate signed by a duly authorised representative of the 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;
- 2) all contracts and orders together with any plans and quotes (if applicable) previously provided to the Agency in accordance with, and as defined in, the Procurement Guidelines, in connection with the utilisation of the amounts of the Advance made available prior to the Drawdown request;

- 3) evidence, in form and substance satisfactory to the Agency, that all relevant Eligible Expenses have been paid;
- 4) the provisional forecast of expenses for the duration of the Project, updated on the relevant Drawdown date;
- 5) a revised estimate of the Project costs as well as the Eligible Expenses;
- 6) the latest annual statements provided in accordance with Clause 3.2.7 (*audit*).



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Schedule 5 - Form of Follow-up report of the Project' Indicators

Indicator	Calculation and source	Values as of []
<i>To be determined</i>	<i>To be determined</i>	<i>To be determined</i>



Schedule 6 - Information that the Agency is authorised expressly to disclose on the Agency'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 Grant;
 - Total amount drawn on annual basis;
 - Drawdown amounts planning on a three year basis; and
 - Amount of the Grant which has been drawn down (updated as the implementation of the Project is carried out).
3. Other information
 - Transaction information notice attached to this Schedule.
 - The summary of the Project evaluation, the content of which is defined in Article 6.18 "Project Evaluation".

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Schedule 6-1 Transaction information notice

PUBLIC OPERATION COMMUNICATION NOTE

Support to the Sport at School Policy and ISONGA program

I. Context and strategic stakes of the program

Sport is a key sector in Rwanda as it has been considered as a tool for cohesion after the 1994 genocide and for promoting the country's image internationally. The government has adopted an ambitious political framework with its "Rwanda Sport Development Policy" and the Sport. To complete this framework, the Ministry of Education (MINEDUC) recently developed a new "Sports at School Policy", which aims particularly at improving the mechanisms for detecting and supporting young talents as well as at promoting the sport practice. In the same logic, the Ministry of Sports has implemented mechanisms to detect and train sports talents through centers of excellence housed in secondary schools. It also created a specific program initially dedicated to football training for boys under 17. This *Isonga* program has been restructured and is now imbedded within the centers of excellence. It aims at improving the training of young talents, the level of infrastructure and sports equipment within the centers of excellence and the training of trainers and coaches. The ministry of sports needs support to launch the pilot phase of the program.

II. Objectives and content of the program

The overall objective of the AFD project is to contribute to the reinforcement of sport at school by supporting the implementation of the new "Sport School policy" endorsed by MINEDUC and MINISPORTS. AFD grant will also contribute to the financing of the *Isonga* program. Thus, AFD's commitment is considered on the following two components:

- The first component of € 450,000 for AFD project management is dedicated to provide:
 - i. **Technical assistance to MINEDUC** in the implementation of its new "Sport School Policy"
 - ii. **Technical assistance to MINISPORT** to help it strengthen its project management capacities.

One aspect of this technical assistance will focus on reinforcing the links and coordination between the two ministries.

- A second component to the tune of € 1,050,000 is dedicated to contribute to the financing of the *Isonga* program and its SPIU (single program implementation unit) placed under the supervision of the Permanent Secretary of MINISPORTS.

The two-year-pilot phase of *Isonga* program (2021-2023) supported by AFD will focus on 30 centers of excellence and will cover six sports disciplines: football, basketball, handball, volleyball, athletics and cycling. As a gender sensitive project, a good number of the 30 centers of excellence selected by MINISPORTS will be dedicated exclusively to girls. Among different activities, the project will finance: training of coaches managed by the FRSS; small rehabilitations of infrastructures and sport equipment in the centers of excellence; awareness-raising campaigns on the benefits of sport; organization of sports competitions between the centers of excellence; financing of the 3 positions of the SPIU of the MINISPORT ...

III. Stakeholders and modus operandi

The main stakeholders are the Ministry of Education, the Rwandan School Sports Federation (FRSS) - linked by MoU to MINEDUC and soon to MINISPORTS - and the Ministry of Sports.



AFD will sign a grant agreement with the Ministry of the Economy and Finance (MINECOFIN), which will pass the funds available on to the MINISPORTS. The latter will be the contracting authority for component 2. The component 1 will be managed by AFD.

IV. Cost and financing

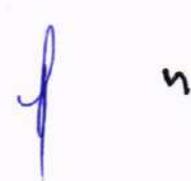
The cost of the pilot phase is estimated around 1.4 M € by the Ministry of Sports, with a cost of around 120 K € (5.70 Mds USD/year) for the SPIU (project coordinator, financial manager, project manager) for the 2 years period.

AFD provides MINECOFIN with a grant of 1.5 million euros, split into the two components: € 450,000 for AFD project management to provide technical assistance and € 1,050,000 dedicated to contribute to the financing of the ISONGA program and its SPIU.

V. Main expected effects

The technical assistance will help the MINISPORTS and the MINEDUC to build their capacities in order to launch and run the *Isonga* program in the long term and to operationalize the Sport School policy. The pilot phase of the *Isonga* program will provides the first feedback in terms of the methodology and targeting of the program in order to extend it to more centers of excellence in the country thereafter. The project should demonstrate the capacity of the MINISPORTS to manage projects with donors and to make it eligible to additional resources from MINECOFIN and / or grants from other international financial partners.

The project will benefit to young talents, especially girls and contribute to the development of the sport excellence model in Rwanda.

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Schedule 7 - Non exhaustive list of environmental and social documents which the Beneficiary permits to be disclosed in connection with ES Complaints-Management Mechanism's Rules of Procedure

- E&S Scoping Report
- Environmental and Social Impact Assessment (ESIA)
- Environmental and Social Management Plan (ESMP)
- Environmental and Social Management Framework (ESMF)
- Resettlement Action Plan (RAP)
- Resettlement Policy Framework (RPF)
- Environmental and Social Engagement Plan (ESEP)
- Limited environmental and social assessment
- Limited environmental and social action plan
- Chapter from the environmental and social feasibility study
- Chapters from the environmental and social monitoring reports
- ESEP implementation monitoring reports



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<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 090/01 ryo ku wa 05/08/2021 ryemeza burundu Amasezerano y'impano hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'impano ingana na miliyoni imwe n'ibihumbi mirongo itanu y'Amayero (1.050.000 EUR) yo gushyigikira ishyirwa mu bikorwa rya politiki nshya ya siporo mu mashuri no gutera inkunga gahunda y'ISONGA, yashyiriweho umukono i Kigali, ku wa 27 Gicurasi 2021</p>	<p>Seen to be annexed to Presidential Order n° 090/01 of 05/08/2021 ratifying the Financing Agreement between the Agence Française de Développement and the Republic of Rwanda, relating to the grant of one million fifty thousand Euros (EUR 1,050,000) for the support for the implementation of the new sport school policy and financing of the ISONGA program, signed at Kigali, on 27 May 2021</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 090/01 du 05/08/2021 ratifiant l'Accord de financement entre l'Agence Française de Développement et la République du Rwanda, relatif au don d'un million cinquante mille Euros (1.050.000 EUR) pour l'appui à la mise en œuvre de la nouvelle politique scolaire sportive et le financement du programme ISONGA, signé à Kigali, le 27 mai 2021</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
Minisitiri w'Intebe
Prime Minister
Premier Ministre

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

(sé)

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

<p>ITEKA RYA PEREZIDA N° 091/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU Z'AMAYERO (60.000.000 EUR) YO GUSHYIGIKIRA GAHUNDA YO KURWANYA INGARUKA ZA COVID-19 KU BUZIMA N'IMIBEREHO BY'ABATURAGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 GICURASI 2021</p>	<p>PRESIDENTIAL ORDER N° 091/01 OF 05/08/2021 RATIFYING THE CREDIT FACILITY AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE CREDIT OF SIXTY MILLION EUROS (EUR 60,000,000) FOR THE SUPPORT TO THE COVID-19 HEALTH AND SOCIAL PROTECTION RESPONSE PLAN, SIGNED AT KIGALI, RWANDA, ON 27 MAY 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 091/01 DU 05/08/2021 RATIFIANT L'ACCORD DE CRÉDIT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU CRÉDIT DE SOIXANTE MILLIONS D'EUROS (60.000.000 EUR) POUR UN APPUI AU PLAN DE RÉPONSE SANITAIRE ET DE PROTECTION SOCIALE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA, LE 27 MAI 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° 091/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU Z'AMAYERO (60.000.000 EUR) YO GUSHYIGIKIRA GAHUNDA YO KURWANYA INGARUKA ZA COVID-19 KU BUZIMA N'IMIBEREHO BY'ABATURAGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 GICURASI 2021</p>	<p>PRESIDENTIAL ORDER N° 091/01 OF 05/08/2021 RATIFYING THE CREDIT FACILITY AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE CREDIT OF SIXTY MILLION EUROS (EUR 60,000,000) FOR THE SUPPORT TO THE COVID-19 HEALTH AND SOCIAL PROTECTION RESPONSE PLAN, SIGNED AT KIGALI, RWANDA, ON 27 MAY 2021</p>	<p>ARRÊTÉ PRÉSIDENTIEL N° 091/01 DU 05/08/2021 RATIFIANT L'ACCORD DE CRÉDIT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU CRÉDIT DE SOIXANTE MILLIONS D'EUROS (60.000.000 EUR) POUR UN APPUI AU PLAN DE RÉPONSE SANITAIRE ET DE PROTECTION SOCIALE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA, LE 27 MAI 2021</p>
<p>Twebwe, KAGAME Paul, Perezida wa Repubulika;</p>	<p>We, KAGAME Paul, President of the Republic;</p>	<p>Nous, KAGAME Paul, Président de la République ;</p>
<p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo mu 2003 ryavuguruwe mu 2015, cyane cyane mu ngingo zaryo, iya 112, iya 120, iya 122, iya 167, iya 168 n'iya 176;</p>	<p>Pursuant to the Constitution of the Republic of Rwanda of 2003 revised in 2015, especially in Articles 112, 120, 122, 167, 168 and 176;</p>	<p>Vu la Constitution de la République du Rwanda de 2003 révisée en 2015, spécialement en ses articles 112, 120, 122, 167, 168 et 176 ;</p>
<p>Dushingiye ku Itegeko n° 044/2021 ryo ku wa 05/08/2021 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 itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka</p>	<p>Pursuant to Law n° 044/2021 of 05/08/2021 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 sixty million Euros (EUR 60,000,000) for the support of the COVID-19 Health and Social Protection Response Plan, signed at</p>	<p>Vu la Loi n° 044/2021 du 05/08/2021 approuvant la ratification de l'Accord de crédit entre la République du Rwanda et l'Agence Française de Développement (AFD), relatif au crédit de soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda, le 27 mai 2021;</p>

<p>za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Gicurasi 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 itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Gicurasi 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: Kwemeza burundu</u></p> <p>Amasezerano y'inguzanyo hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Gicurasi 2021, ari ku mugereka</p>	<p>Kigali, Rwanda, on 27 May 2021;</p> <p>Considering the Credit Facility Agreement, between the Agence Française de Développement and the Republic of Rwanda, relating to the credit of sixty million Euros (EUR 60,000,000) for the support to the COVID-19 Health and Social Protection Response Plan, signed at Kigali, Rwanda, on 27 May 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: Ratification</u></p> <p>The Credit Facility Agreement, between the Agence Française de Développement and the Republic of Rwanda, relating to the credit of sixty million Euros (EUR 60,000,000) for the support to the COVID-19 Health and Social Protection Response Plan, signed at Kigali, Rwanda, on 27 May 2021, annexed to this Order, is ratified and becomes fully effective.</p>	<p>Considérant l'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda, le 27 mai 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 : Ratification</u></p> <p>L'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda, le 27 mai 2021, annexé au présent arrêté, est ratifié et sort son plein et entier effet.</p>
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<p>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'Ubuzima 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><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 Health 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><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 de la Santé 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, 05/08/2021

(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° 091/01 RYO KU WA 05/08/2021 RYEMEZA BURUNDU AMASEZERANO Y'INGUZANYO HAGATI YA AGENCE FRANÇAISE DE DÉVELOPPEMENT NA REPUBULIKA Y'U RWANDA, YEREKERANYE N'INGUZANYO INGANA NA MILIYONI MIRONGO ITANDATU Z'AMAYERO (60.000.000 EUR) YO GUSHYIGIKIRA GAHUNDA YO KURWANYA INGARUKA ZA COVID-19 KU BUZIMA N'IMIBEREHO BY'ABATURAGE, YASHYIRIWEHO UMUKONO I KIGALI MU RWANDA, KU WA 27 GICURASI 2021</p>	<p>ANNEX TO PRESIDENTIAL ORDER N° 091/01 OF 05/08/2021 RATIFYING THE CREDIT FACILITY AGREEMENT BETWEEN THE AGENCE FRANÇAISE DE DÉVELOPPEMENT AND THE REPUBLIC OF RWANDA, RELATING TO THE CREDIT OF SIXTY MILLION EUROS (EUR 60,000,000) FOR THE SUPPORT TO THE COVID-19 HEALTH AND SOCIAL PROTECTION RESPONSE PLAN, SIGNED AT KIGALI, RWANDA, ON 27 MAY 2021</p>	<p>ANNEXE À L'ARRÊTÉ PRÉSIDENTIEL N° 091/01 DU 05/08/2021 RATIFIANT L'ACCORD DE CRÉDIT ENTRE L'AGENCE FRANÇAISE DE DÉVELOPPEMENT ET LA RÉPUBLIQUE DU RWANDA, RELATIF AU CRÉDIT DE SOIXANTE MILLIONS D'EUROS (60.000.000 EUR) POUR UN APPUI AU PLAN DE RÉPONSE SANITAIRE ET DE PROTECTION SOCIALE AU COVID-19, SIGNÉ À KIGALI, AU RWANDA, LE 27 MAI 2021</p>
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AFD AGREEMENT N° CRW 1064 01 L

CREDIT FACILITY AGREEMENT

dated as of May 27th, 2021

between

AGENCE FRANÇAISE DE DEVELOPPEMENT

The Lender

and

REPUBLIC OF RWANDA

The Borrower

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SCHEDULE 7 - INFORMATION THAT MAY BE PUBLISHED ON THE FRENCH GOVERNMENT WEBSITE AND THE LENDER'S WEBSITE

1. Information regarding the Program

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

2. Information regarding the financing of the Program

- Kind of financing (loan, grant, co-financing, delegated funds) ;
- Principal amount of the Facility ;
- Amount of the Facility which has been drawn down (updated as the implementation of the Program goes) ;

3. Other information

- Transaction information notice and/or sheet presenting the transaction attached to this Schedule.

SCHEDULE 9 - 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*.

<p>Bibonywe kugira ngo bishyirwe ku mugereka w'Iteka rya Perezida n° 091/01 ryo ku wa 05/08/2021 ryemeza burundu Amasezerano y'inguzanyo hagati ya Agence Française de Développement na Repubulika y'u Rwanda, yerekeranye n'inguzanyo ingana na miliyoni mirongo itandatu z'Amayero (60.000.000 EUR) yo gushyigikira gahunda yo kurwanya ingaruka za COVID-19 ku buzima n'imibereho by'abaturage, yashyiriweho umukono i Kigali mu Rwanda, ku wa 27 Gicurasi 2021</p>	<p>Seen to be annexed to Presidential Order n° 091/01 of 05/08/2021 ratifying the Credit Facility Agreement, between the Agence Française de Développement and the Republic of Rwanda, relating to the credit of sixty million Euros (EUR 60,000,000) for the support to the COVID-19 Health and Social Protection Response Plan, signed at Kigali, Rwanda, on 27 May 2021</p>	<p>Vu pour être annexé à l'Arrêté Présidentiel n° 091/01 du 05/08/2021 ratifiant l'Accord de crédit entre l'Agence Française de Développement et la République du Rwanda, relatif au crédit de soixante millions d'Euros (60.000.000 EUR) pour un appui au plan de réponse sanitaire et de protection sociale au COVID-19, signé à Kigali, au Rwanda, le 27 mai 2021</p>
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Kigali, 05/08/2021

(sé)

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

(sé)

Dr NGIRENTE Edouard
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Prime Minister
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